

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 11, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
55 th and Grand Headwall Replacement (Design) (SW-078)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for professional services for design of the 55th and Grand Headwall Replacement, SW-078, to Engineering Resource Associates, Inc. of Warrenville, Illinois in the amount of \$25,179.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY14 budget includes \$15,000 for professional services in the Stormwater Fund for this project. The contract includes a 5% contingency. Sufficient budget authority exists in the Stormwater Fund for this project.

RECOMMENDATION

Approval on the February 11, 2014 consent agenda.

BACKGROUND

This contract will provide the final design for replacing the concrete headwall at the northwest corner of 55th Street and Grand Avenue. It will be designed to adequately transition grades, stabilize adjacent streambanks, and efficiently prevent people and debris and from entering the culvert without significantly reducing inlet capacity. Construction is scheduled for 2014.

The Village posted a request for proposal for final design and received six proposals. Engineering Resource Associates, Inc. submitted the lowest proposed fee. Engineering Resource Associates, Inc. has completed design for projects similar in scope and the team proposed for this project has successfully completed design for several Village projects. Village staff recommends award of this contract for professional services to Engineering Resource Associates, Inc. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

ATTACHMENTS

Council Action Summary

Full Contract

Contract Form

Campaign Disclosure Form

Capital Project Sheet SW-078

Consultant Evaluation Form - ERA - ST-008

Consultant Evaluation Form - ERA - ST-015

Consultant Evaluation Form - ERA - SW-075

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** February 11, 2014
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** SW-078
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize execution of a professional services contract with Engineering Resource Associates, Inc. in the amount of \$23,980 plus 5% contingency in the amount of \$1,199 for a total not-to-exceed \$25,179 for Headwall Replacement design services at 55th and Grand.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a professional services contract with Engineering Resource Associates, Inc. in the amount of \$23,980 plus 5% contingency in the amount of \$1,199 for a total not-to-exceed \$25,179 for Headwall Replacement design services at 55th and Grand.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: 55th and Grand Headwall Repl. - Engineering Design
Proposal No.: SW-078

Proposal Due: Friday, January 3, 2014 @ 10:00 A.M. –
Public Works Facility, 5101 Walnut Avenue
Downers Grove, IL 60515

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Friday, December 13, 2013

This document consists of 28 pages.

Return **original, one duplicate copy, and an electronic copy (.pdf)** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JIM TOCK, PE
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers **MUST** submit an original, and one additional copy in electronic format of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Friday, January 3, 2014 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, PE, in a sealed envelope marked "SEALED PROPOSAL." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposers of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and

Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the

workplace.

- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PREVAILING WAGE ACT

- 12.1 If applicable, Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Proposer or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 12.2 Proposer and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for three (3) years from the date of the last payment on the public work.
- 12.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 12.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and

accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

- 12.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 12.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

13. PATRIOT ACT COMPLIANCE

- 13.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

14. INSURANCE REQUIREMENTS

- 14.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 14.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 14.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of

any person other than the Proposer's employees;

- 14.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 14.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 14.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 14.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 14.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 14.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

15. CAMPAIGN DISCLOSURE

- 15.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 15.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 15.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 15.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

16. SUBLETTING OF CONTRACT

- 16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

17. TERM OF CONTRACT

17.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

18. TERMINATION OF CONTRACT

18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

19. BILLING & PAYMENT PROCEDURES

19.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

19.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

19.3 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

20.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

21. STANDARD OF CARE

21.1. Services performed by Proposer under this Contract will be conducted in a manner consistent

with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

21.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

21.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

22. GOVERNING LAW

22.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

23. SUCCESSORS AND ASSIGNS

23.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

24. WAIVER OF CONTRACT BREACH

24.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

25. AMENDMENT

25.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

26. NOT TO EXCEED CONTRACT

26.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

27. SEVERABILITY OF INVALID PROVISIONS

27.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

28. NOTICE

28.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

29. COOPERATION WITH FOIA COMPLIANCE

29.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES/DELIVERABLES

1.1 The firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place.

1.2 Project Description

The headwall at the northwest corner of the 55th Street and Grand Avenue (see attached location exhibit) is in need of replacement. The current debris prevention system is not performing efficiently. The entire culvert inlet system must be redesigned to adequately transition grades, stabilize the adjacent streambanks, and efficiently prevent debris from entering the culvert without reducing inlet capacity.

1.3 Scope and Schedule

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate which includes the following:

- a. All topographic information acquired as necessary to support the constructible plan set. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:
 - Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
 - Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
 - Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
 - All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
 - Copies of all field notes and electronic base maps of the identified segments in AutoCAD Civil3D (v.2010 or later) supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD Civil3D format (2010 or later), and as .pdf documents. Surface data shall also be provided. Copies of all support files (.shx, .ctb., .xml, etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.
 - Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas,

electrical, and telephone, and sewers. No digging for elevation verification of utilities will be required.

- Supply detailed information for all storm and sanitary sewer structures, pipes, culverts, end sections, etc., water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits. Surveyor to gather information for all applicable fields listed in the “Storm GPS Codelist” for each structure or end section. Information for the items on the “Storm GPS Codelist” are to be provided in Excel format. Ask Village for current template spreadsheet.
 - Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation, and elevations of roadway and driveway pavement over culverts..
 - Locations and identification of all above ground features; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
 - Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
 - Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
 - Contour lines plotted throughout the project with high points or low points indicated between similar contours.
 - Plan views shown at a scale of 1" = 20'. All text shall be annotative.
 - Providing compatible drawing files (AutoCAD Civil3D 2010 or later) on compact disk or other media approved by the Village. The Village will provide a template file and title block upon Consultant Firm's request.
 - Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
 - Placement of at least two benchmarks on site.
- b. Three conceptual designs with exhibits and descriptions. The Village will choose a concept for final design.
- c. Final Plans shall include:
- Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan and Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Landscape Plans (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work

- d. Cost estimate for 50%, 90% and final plans.
- e. Specifications and Special Provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village’s boilerplate contract documents.
- f. Permit Submittals - Application for any required permits (i.e. Railroad, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work (if required) to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Consultant must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP.
- g. The Consultant will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required; which will be provided by Consultant), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.
- h. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.
- i. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

One original and two copies of the statement of proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Key Staff Resumes
- Project Organizational Chart
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown.

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for consultant generated proposal information shall be approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included. Also, please identify the physical location of the project team members.

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on January 3, 2014**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

The Village of Downers Grove prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not To Exceed” cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the “Not to Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.**

2.4 Consultant Selection

Consultant Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.5 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the Proposer will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Proposer and shall not be the responsibility of the Village.

3. **PROJECT DELIVERABLES**

3.1 General

The Consultant shall provide the following deliverables not later than the time specified:

- Constructible plans, specifications, special provisions, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD Civil3D format (2010 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format.

3.2 Deliverable Quantities

- Four (4) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 50%, 90% and 100% submittals.
- Three (3) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.
- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due February 25, 2014
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due March 25, 2014
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due April 22, 2014
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

4. **CONTACTS**

All questions concerning the project and/or submittal should be directed to:

Jim Tock, PE
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-2453
Fax 630-434-5495

LOCATION MAP: 55th AND GRAND HEADWALL REPLACEMENT



IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

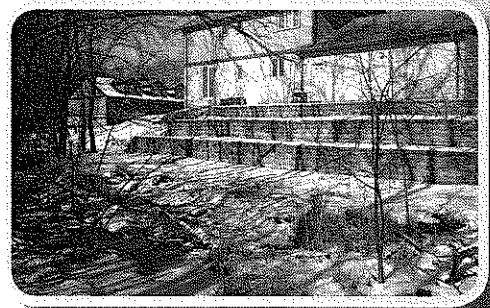
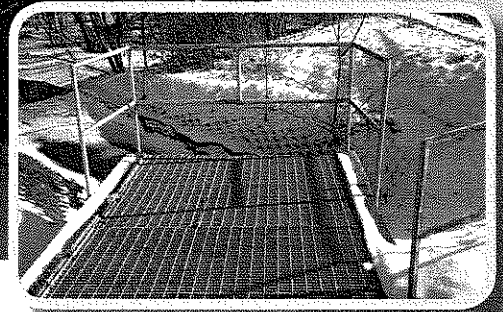
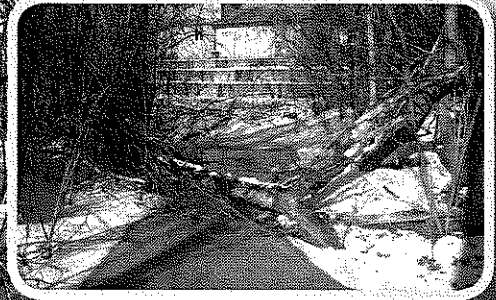
(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)



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**Professional Services Proposal
55th and Grand Headwall
Replacement - Engineering Design**

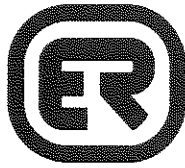
SW-078

Prepared for

Village of Downers Grove



January 3, 2014



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January 3, 2014

Mr. Jim Tock, PE
Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Professional Engineering Proposal – 55th and Grand Headwall Replacement – SW-078

Dear Jim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this engineering proposal for the 55th and Grand Headwall Replacement – SW-078. The proposal has been prepared in accordance with the request for proposal, visits to the project site, and our experience on similar culvert replacement/rehabilitation projects.

ERA is uniquely qualified to provide the requested engineering design services for the headwall/culvert replacement and new culvert inlet system design project described in the request for proposal. The inlet system design will need to adequately transition grades, stabilize the adjacent streambanks and efficiently prevent debris from entering the culvert without reducing inlet capacity. This statement describes our expertise and presents several advantages ERA offers on this assignment.

Our Project Team includes the following individuals:

- Project Manager: Brian Dusak, PE, CFM – 11 years/11 at ERA
- Quality Control / Quality Assurance: Rod Beadle, PE, CFM - 30 years/23 at ERA
- Project Engineer: Jake Wolf, PE – 17 years/ 17 at ERA
- Lead Water Resource Engineer: Marty Michalisko, PE, CFM – 16 years/15 at ERA
- Senior Project Engineer: Steve Wegner, PE – 30 years/ 19 at ERA
- Ecological Services Director: Erin Pande, PWS 12 years/ 9 at ERA

We appreciate the opportunity to submit this statement and we trust that it meets with your approval. We look forward to working with the Village of Downers Grove on this and future assignments. Please contact us if you have any comments or questions.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.


Brian J. Dusak PE, CFM
Project Manager

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

Chicago
10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
P 312.683.0110

Champaign
3002 Crossing Court
Champaign, IL 61822
P 217.351.6268



TABLE OF CONTENTS

Cover Letter

Table of Contents

- *Project Understanding / Approach*
- *ERA's Qualifications/ Experience*
- *Key Staff Resumes*
- *Organizational Chart*
- *Project Schedule*
- *Fee, Hourly Rates and Forms*



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PROJECT UNDERSTANDING/APPROACH

Project Background

The headwall replacement project is located at the northwest corner of the intersection of 55th Street and Grand Avenue. The existing headwall has failed and the debris prevention system is not performing efficiently. In order to adequately transition grades, stabilize the adjacent streambanks and efficiently prevent debris from entering the culvert, the entire culvert inlet system must be redesigned.

The system interconnects with Barth Pond on the south side of 55th Street. We possess an intimate knowledge of this area of the Village due to our work on previous projects including the Barth Pond Improvements, 2007 WIIP and 2013 Flood Reconnaissance. It is anticipated that design services for this project will include a more comprehensive analysis of existing and proposed conditions, including more effective and efficient approaches to mitigate the problems associated with the existing system.

Project Challenges, Issues and Innovative Approaches

We have reviewed the project scope and visited the project site. We have identified the following challenges, issues and innovative approaches.

Debris Prevention System – The existing debris prevention system consists of a steel grate installed vertically and perpendicular to the flow of the creek. Although it is preventing debris from entering the system, this type of installation is contributing to the system's inefficiency. An alternative design may consist of constructing a headwall similar to a standard IDOT headwall with tapered wing walls and a toe wall that would be used to support a steel grate. The grate would be installed on an incline to allow easier cleaning and provide a larger surface area to allow water to pass around the debris.

Erosion – Due to the existing orientation of the creek, flows are directed at the streambank adjacent to the sidewalk that runs parallel to 55th Street before entering the culvert under Grand Avenue. A relatively inexpensive solution may include installing rip rap to prevent scour under the sidewalk and also help direct flow into the culvert. A more expensive alternative to help alleviate the erosive forces of the creek may include extending the concrete wing wall along 55th Street.

Railing System – The existing railing system appears to be in relatively poor condition. Furthermore, it is highly unlikely this railing can be maintained during construction. We would recommend that the railings be replaced as part of the system improvements.

Brush Removal / Tree Clearing – There is a substantial amount of overgrowth in the areas just upstream of the culvert. Performing activities such as non-native/invasive species removal and/or selective tree clearing prior to or as part of the project would help minimize the amount of woody debris that falls into the stream. It may also provide an opportunity to enhance the aesthetics of this entryway to the residential properties along Grand Avenue.

Work Plan

ERA will provide professional engineering services in accordance with the following anticipated work plan.

- 1) **Project Meetings and Coordination** - The following meetings are anticipated during the design phase of this project:



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PROJECT UNDERSTANDING/APPROACH

- a) Kick-Off Meeting - Meet with Village of Downers Grove staff to discuss project issues, compile background information and initiate project. (1 meeting)
 - b) Progress Meetings - Meet with Village staff during design period to review Village comments at the 50%, 90% and 100% submittals and discuss relevant issues. (We anticipate 3 meetings with Village staff)
 - c) Other Meetings – ERA will attend the pre-bid meeting, bid opening and preconstruction meeting. (3 meetings)
- 2) **Data Acquisition** - This task includes the acquisition of data available from various sources to aid in the inventory and delineation of existing conditions. The following items will be obtained:
- a) Existing plans provided by the Village
 - b) GIS data from Village
 - c) Aerial base tax maps
 - d) Public utility atlases (storm, sanitary, water)
 - e) Private utility atlases (gas, electric, telephone, cable T.V.)
 - f) DuPage County topographic mapping and GIS information
 - g) Soil boring information from the Village
- 3) **Field Survey** – ERA has performed surveys in this area for our work on Barth Pond and the 2007 WIIP. ERA will utilize our past work in an effort to save time and money. This task will include a topographic survey along the project limits. The field survey will be performed using our Trimble GPS and Trimble robotic total stations. The survey will be done utilizing DuPage County benchmarks and in state plane ground coordinates (NAVD 88 vertical and USGS NAD 83 horizontal) for ease in use with the Village's GIS system. Survey information will be downloaded directly into AutoCAD Civil3D. The following planimetric features will be surveyed:
- a) Vertical and horizontal locations of topographic features within the rights of way including found right of way monumentation, hydrants, street lights, valves, manholes, inlets, power poles, edge of pavement, sidewalks, signs, driveways, building faces along with finished floor elevations and found property corners.
 - b) All trees within the right of way limits will be surveyed along the project alignment. The breast height diameter of each tree will also be measured.
 - c) Driveways, sidewalks and structures located within 15 feet of the right-of-way will be located.
 - d) Inventory and survey of utility structures including rim to invert depths, pipe types and sizes.
 - e) Cross sections will be taken every 50 feet and at every driveway and sidewalk crossing.
 - f) Project Control Points that will not be removed during the reconstruction will be set throughout the project area to be utilized by the contractor and the resident engineer. In addition, PK nails will be placed along the centerline of the roadway at 100 foot intervals and two benchmarks will be placed on site.
- 4) **Base Plans and Profile Sheets** - Information compiled from the field survey and data acquisition tasks will be combined to produce base plans at a scale of 1" = 20' of the existing conditions. Base plan and profiles sheets will be prepared using our AutoCAD based system conforming to





PROJECT UNDERSTANDING/APPROACH

Village of Downers Grove graphic standards. Base plans will be submitted to the Village and private utility companies for review and comments.

- 5) **Conceptual Designs** - ERA will prepare three (3) conceptual designs along with exhibits and descriptions. These designs will be provided to Village for review and the Village will choose a concept for final design.
- 6) **Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of contract documents in accordance with Downers Grove and IDOT standard format utilizing AutoCAD Civil3D 2013. A typical plan set will include the following sheets.

a)	Cover Sheet, Location Map and Index of Sheets	1 sheet
b)	General Notes and Summary of Quantities	1 sheet
c)	Earthwork Schedule	1 sheet
d)	Typical Sections and Construction Details	2 sheets
e)	Alignment, Ties and Benchmarks	1 sheet
f)	Grading Plan (1" = 20')	1 sheet
g)	Storm Sewer Plan and Profile	1 sheet
h)	Sediment Erosion, Sediment Control Plan (1"=20')	1 sheet
i)	Landscape Plans (1"=20')	1 sheet
j)	Cross-Section Sheets	2 sheets
	Total	12 sheets

Specifications will be prepared in the format required for IDOT projects using Microsoft Office 2010. Village standard contract documents will be provided. The specifications will reference IDOT Standard Specifications and the Village's standards. Bid documents and unit price bid item quantities will be included. Contract documents will include bid forms, notice to bidders, contract forms, bonding and insurance requirements and state and federal compliance requirements. PS&E will be submitted for review and approval at the 50%, 90%, and final bid documents stages of completion.

This task also includes the preparation of a preliminary and final engineer's opinion of probable construction cost for the proposed improvements. They will be prepared using our extensive database of recent unit prices on similar projects in the area.

- 7) **Wetland Delineation** – ERA will perform a wetland determination and if present will delineate wetland areas to Army Corps standards. Wetlands will be delineated on-site with pin flags and will be surveyed. ERA will prepare a delineation report containing:
- a) Army Corps of Engineers (ACOE) data forms;
 - b) Documentation of verification of threatened and endangered species consultation with appropriate Federal and State agencies;
 - c) Documentation of verification of wetland boundary through consultation with a DuPage County wetland specialist.
 - d) Aerial map exhibit of site showing approximate locations of data sampling points, and wetland delineation lines;
 - e) Floristic Quality Assessment per DCSFPO requirement;



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PROJECT UNDERSTANDING/APPROACH

- f) Wildlife habitat assessment using the Modified Michigan Department of Natural Resources methodology per DCSFPO requirement;
 - g) Identification of off-site wetlands within 100' of the property;
 - h) Copy of DuPage County wetland map;
 - i) Copy of soil map;
 - j) Site photos as necessary to describe wetland; and
 - k) Narrative of applicable wetland regulations.
- 8) **Permitting** – ERA will prepare and submit permit applications for the following regulatory authorities.
- a) *Village of Downers Grove Permit* – The proposed culvert improvements are located within the floodplain of St. Joseph Creek. The improvements are located outside of the regulatory floodway. The Village of Downers Grove will have stormwater review authority. ERA will acquire stormwater approval through the Village. It is anticipated that the work will fall under the General Certification (GC) for construction of storm sewer outfalls located in a floodway, floodplain, buffer and/or wetland. ERA will submit the necessary documents to meet the GC.
 - b) *Army Corps* – The proposed improvements will likely impact the existing channel. Based on our site visit this will likely be considered a disturbance of a Waters of the US. This disturbance will require Army Corps approval under either Regional Permit 3 or Regional Permit 7.
 - c) *Kane/DuPage Soil & Water Conservation District* – Army Corps will likely delegate their erosion control review authority to the Kane/DuPage SWCD. ERA will secure the erosion control approval through the Kane/DuPage SWCD.
- 9) **Bidding Assistance** – ERA will provide bidding assistance services as follows.
- a) Issue notices to qualified bidders
 - b) Place project advertisements in Dodge Reports and other trade publications
 - c) Attend pre-bid meeting
 - d) Issue addenda if required
 - e) Respond to bidder questions
 - f) Attend bid opening
 - g) Tabulate bids
 - h) Attend pre-construction meeting

Deliverables

The following are the anticipated deliverables for each of the tasks described above.

1. Project Meetings and Coordination

- a. Four (4) 1-hour project coordination meetings at Public Works (for kick-off, 50%, 90% and 100% submittals)
- b. Coordination meeting minutes emailed within 1 week of each meeting for review and dispersion to meeting participants by Village.



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PROJECT UNDERSTANDING/APPROACH

- c. Three (3) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.
2. **Base Plans and Profiles Sheets**
 - a. One (1) hard copy of the base plans and profiles
 - b. One (1) electronic PDF copy of the base plans and profiles
 - c. One (1) electronic AutoCAD copy of the base plans and profiles
3. **Preliminary (50%) PS&E**
 - a. One (1) hard copy of the 50% plans and estimate
 - b. One (1) electronic PDF copy of the 50% plans and estimate
 - c. One (1) electronic copy of the 50% plans in AutoCAD format, specs in Word format, and estimate in Excel format
4. **Pre-Final (90%) PS&E**
 - a. One (1) hard copy of the 90% plans, specs and estimate
 - b. One (1) electronic PDF copy of the 90% plans, specs, and estimate
 - c. One (1) electronic copy of the 90% plans in AutoCAD format, specs in Word format, and estimate in Excel format
5. **Final (100%) PS&E**
 - a. One (1) hard copy of the 100% plans, specs and estimate
 - b. One (1) electronic PDF copy of the final plans, specs, and estimate
 - c. One (1) electronic copy of the 100% plans in AutoCAD format, specs in Word format, and estimate in Excel format
6. **Stormwater General Certification Report**
 - a. Stormwater submittal meeting the requirements of the appropriate GC. This is anticipated to include: certification application form, project description, plans, and calculations to demonstrate conformance to the GC.
7. **Permitting**
 - a. One (1) copy of each permit application
 - b. One (1) copy of backup data submitted with permit applications
 - c. One (1) copy of comment response letters to jurisdictional authorities
8. **Bidding Assistance**
 - a. Twenty-five (25) CDs with electronic PDF copies of plans and specs to be use for bidding.
 - b. Attend three (3) 1-hour meetings at Public Works (for pre-bid, bid opening, and preconstruction meetings)
 - c. Written response to bidder questions
 - d. Preparation of addenda if required
 - e. Prepare bid tabulation

Optional Task

Structural Design – It is anticipated that the culvert inlet system be replaced with materials conforming to IDOT standard details and specifications. If the Village opts to install a wall that requires the signature and seal of a registered Structural Engineer in the State of Illinois, ERA will design and provide those structural plans for inclusion in the contract documents. This work will not be performed unless directed by the Village; therefore, it is not included in our base services, but as a separate task.

Project Schedule



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PROJECT UNDERSTANDING/APPROACH

It is our understanding that the Village of Downers Grove desires to have the final plans and specifications complete and ready for bidding by late April 2014. ERA has the staff and resources available to fully staff the project for the duration of the design in order to meet this deadline. If the project schedule or scope of services changes, we have additional staff and resources available to accommodate the project. Our experience on similar assignments and ability to shift staff and resources will contribute to the ultimate success of this project. A graphical project schedule is included in this proposal after the project team organizational chart.

Project Fees

Fees for design engineering services described in this proposal are proposed on an hourly multiplier, not-to-exceed basis using an hourly rate multiplier of 2.80 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup.

Tasks	Hours	Fees
Design Engineering	216	\$20,033
Direct Costs (Mileage, Printing, Shipping)		\$425
TOTAL NOT-TO-EXCEED	216	\$20,458

Detailed summaries of anticipated hours and fees and average hourly payroll rates are included on the following pages.

If desired, we can add optional tasks described above for the following additional fees:

OPTIONAL TASK

STRUCTURAL DESIGN – 38 hours; \$3,522



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QUALIFICATIONS AND EXPERIENCE

ERA's Similar Project Experience

Engineering Resource Associates, Inc. (ERA) has provided design engineering services on numerous municipal culvert replacement and rehabilitation projects throughout northern and central Illinois. Our team has developed a solid reputation for delivering high-quality and innovative projects on-time and within budget.

In this section, we have highlighted three projects that featured elements similar to those involved in the 55th and Grand Headwall Replacement project. Project profiles are included for:

- Royal St. George Culvert Maintenance, City of Naperville
- Lee Street Culvert Rehabilitation, Village of Oakwood
- Aurora Branch Prairie Path Structure Replacement and Prairie Path & Great Western Trail Projects, DuPage County DOT

In addition, ERA has provided design engineering services for the following recent municipal culvert and bridge improvement projects:

- Terrace View Park culvert Replacement, Village of Oakbrook Terrace
- Oakbrook Terrace Culvert Replacement, Oakbrook Terrace Park District
- Yellowhead Township Concrete Box Culvert Replacement, Kankakee County
- Danville Township Culvert Replacement, Vermillion County
- Lake of the Woods Dam Culvert, Champaign County Forest Preserve District
- White Oaks Wind Farm Bridge and Culvert Inspections, McLean County
- Thunderbird Trail Bridge Replacement over Klein Creek – Village of Carol Stream
- On-Call Bridge Design Services – McHenry County
- Buffalo Trace Pedestrian Crossing, Champaign County Forest Preserve District
- Johnson Road Bridge Deck Rehabilitation, McHenry County
- South Island Bridge Superstructure Replacement, City of Wilmington
- DuPage River Trail Crossing, DuPage County Forest Preserve
- Waynewood Subdivision Infrastructure Improvements, City of West Chicago
- Camelback Bridge Retaining Walls, City of Normal
- Warrenville Bridge Inspection, City of Warrenville
- Naperville Riverwalk Consultant, City of Naperville
- Salt Creek Greenway Trail, Water Resource Sub consultant to URS, DuPage County Forest Preserve

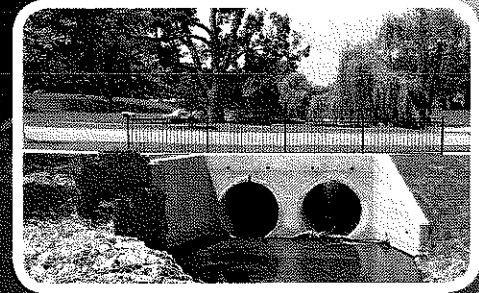


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Royal St. George Culvert Maintenance Project

City of Naperville, Illinois



Project Highlights:

- Maintenance of twin 6-foot diameter corrugated metal pipes
- Existing culverts were protecting from fill
- Staff designed unique headwalls and wingwalls to contain banks
- Worked extensively with DuPage County to eliminate the need for modeling the improvements with FEQ
- Project was fast-tracked so improvements could be completed prior to a scheduled resurfacing project

ERA Project Team

Stephen R. Wegner, PE
Project Manager

Rodney A. Beadle, PE, CFM
Project Director

Marty J. Michalisko, PE, CFM
Water Resource Engineer

Brian J. Dusak, PE, CFM
Project Engineer

Kelly Jo Hoffmann, PE, SE
Structural Engineer

Construction Cost: \$205,000

ERA was retained by the City of Naperville for Phase I and II engineering services for the maintenance of twin 6-foot diameter corrugated metal pipes under Royal St. George Street, a collector street in Naperville serving both residential and commercial properties. Phase I required the development of a Maintenance Option Evaluation Report which consisted of comparing various headwall and wingwall alternatives and culvert improvements such as lining, replacement with RCP pipe or replacing with an equivalent sized box culvert. The report included estimated costs, permitting requirements, time to permit and construction requirements. The project was fast-tracked so improvements could be completed prior to a scheduled resurfacing project.

Project Reference

William J. Novack | City Engineer

City of Naperville

400 South Eagle Street

Naperville, IL 60566-7020

Phone: (630) 420-6111 x6704 | Email: novackw@naperville.il.us



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Lee Street Culvert Rehabilitation

Village of Oakwood, Illinois



ERA was hired by the Village of Oakwood for the Lee Street Culvert Rehabilitation to address significant erosion occurring as a result of runoff from the existing roadway. Extensions were added to the existing 7' diameter steel pipe prior to lining, and new cast-in-place concrete headwalls with angled wingwalls and a flat apron were constructed. These extensions allowed the sloping grade above each end of the culvert to be modified to a much shallower slope and prevent future roadway runoff and subsequent erosion. Additionally, an existing concrete slope wall was removed and replaced with a reinforced concrete slope wall on an adjacent culvert pipe.

Project Reference

Lisa Lashuay | Village Consulting Engineer
Village of Oakwood
Oakwood, IL 61858
Phone: (217) 354-2091

Project Highlights:

- Project site experienced significant erosion due to runoff from the existing roadway
- Installed new cast-in-place headwalls with angled wingwalls
- Modified for shallower slope and to prevent future roadway runoff and erosion issues

ERA Project Team

Jacob R. Wolf, PE
Project Manager

Rodney A. Beadle, PE, CFM
Project Director

John A. Fraenhoffer, PE, SE
Senior Structural Engineer

Kelly Jo Hoffmann, PE, SE
Structural Engineer



ENGINEERING RESOURCE ASSOCIATES, INC.

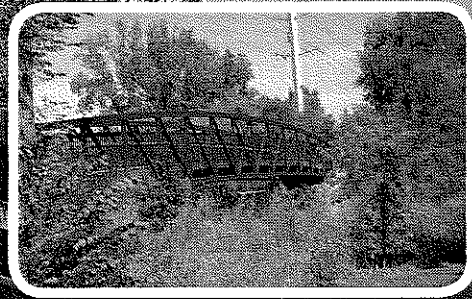
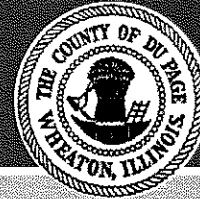
Consulting Engineers, Scientists & Surveyors

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Warrenville | Chicago | Champaign

Aurora Branch Prairie Path Structure Replacement and Prairie Path & Great Western Trail Projects

DuPage County Division of Transportation



Project Highlights

- ERA provided design engineering, surveying, wetland delineation, PS&E preparation, and permit acquisition services
- Required permits included: DuPage County Stormwater and Floodplain permits, IDNR Floodplain Crossing permits, USACE Wetland permits, Kane DuPage Soil and Water District permits, and IEPA permits

Project Reference

Paul Krueger
Chief Highway Engineer
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Phone: (630) 407-6910
pkrueger@dupageco.org

Construction Cost
\$2 million

ERA provided Phase I, II, and III engineering services for the DuPage County Division of Transportation. These projects included the removal and replacement of 13 structures located along the Illinois Prairie Path and the Great Western Trail. The structures were replaced to upgrade decaying existing culverts and bridges. The project was constructed along 11 miles of trails. The construction of the project required special consideration due to proximity of wetlands located within the project area. Careful considerations were taken to minimize the impacts to the wetlands. With the cooperation of local conservation groups minimal impact occurred to the wetlands and tree removal in the area.

ERA Project Team

John F. Mayer, PE, CFM | Principal / Project Manager
Stephen R. Wegner, PE | Principal / Project Manager
Rodney A. Beadle, PE, CFM | President / Project Director
John A. Frauenhoffer, PE, SE | Director of Structural Engineering
Marty J. Michalisko, PE, CFM | Project Engineer



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KEY STAFF

Headwall Replacement Project Team

Engineering Resource Associates, Inc. (ERA) has provided innovative engineering solutions for culvert and bridge headwall replacement/rehabilitation projects throughout northeastern and central Illinois. For the Village of Downers Grove's 55th and Grand Headwall Replacement project, ERA has assembled the following proposed team.

Brian Dusak, PE, CFM | Project Manager

Brian Dusak will serve as Project Manager and the primary, single-point contact. He will direct the activities of all team members, attend meetings, and keep the village informed of progress and issues as they arise. Brian is very familiar with the Village of Downers Grove's staff and has recently served as Project Manager on the Oak Grove Unit 3 Roadway Reconstruction, Brook Drive and Centre Circle Roadway Reconstruction, and the Nottingham Subdivision Road Reconstruction and Water Main Replacement.

Marty J. Michalisko, PE, CFM | Water Resource Engineer

Marty will serve as the Water Resource Engineer on the Village of Downers 55th and Grand Headwall Replacement Project. Marty has extensive history working in this particular watershed area. He has worked on the Barth Pond Improvements for the Park District, performed XPSWMM Modeling for the 2007 WIIP, and assisted in documenting the 2013 floods in the area. He fully understands the stormwater permitting requirements for this type of work within the floodplain. Marty will use his experience to streamline the permitting process and to ensure the proposed design accommodates the stormwater flow experienced at this location.

Jacob R. Wolf, PE | Project Engineer

Jake will perform the structural design for the headwall replacement. He has provided this service for a vast array of public and private agencies. In similar projects, Jake has utilized IDOT typical details that he was modified to work for specific site conditions.

Stephen Wegner, PE | Senior Project Engineer

Steve will serve as Senior Project Engineer. Steve has over 30 years of experience, including 19 with ERA, working on the design and construction of similar projects. He will assist in developing three conceptual designs and will play a major role in developing the final plans, specifications, and estimates.

Erin R. Pande, PWS | Ecological Services Director

Erin directs all environmental science services on ERA's projects involving environmental analysis, design and permitting. Her work experience includes shoreline and streambank stabilization; wetland delineation and quality assessment; riparian environment assessment; water quality best management practice implementation; natural area mitigation / restoration design, and regulatory permitting. Erin will perform any required wetland delineations. She will assist in the restoration and erosion control design. She will also coordinate all permitting through the Army Corps and Kane/DuPage SWCD.



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors



Brian J. Dusak, PE, CFM

Project Manager

Brian Dusak serves as a Project Manager on transportation, infrastructure and drainage engineering projects. Mr. Dusak has been involved with multiple developments which included infrastructure and drainage improvements and communication with municipalities and permitting agencies. He also serves as a Resident Engineer on municipal infrastructure projects.

Education/Registration

- Bachelor of Science
Civil Engineering
University of Illinois – 2004
- PE - IL - 062-062144
- CFM – IL-06-00304

Areas of Expertise

- Transportation projects including roadway design and bridge construction
- Bike trail design by incorporating AASHTO and BDE criteria
- Preliminary engineering and preparation of plans, specifications and estimates for governmental transportation and infrastructure projects
- Permitting process of federal, state and local permitting agencies

Special Training

- IDOT ICORS Training
- IDOT, Documentation of Contract Quantities Course
December 2012 (13-0019)
- IDOT Traffic Signal Design
- IDOT Streetlighting Design

Years of Experience

- 11 years, 11 with ERA

Featured Experience

Royal St. George Culvert Maintenance Project NAPERVILLE, Illinois | PROJECT ENGINEER

Project Engineer for the Phase I and II services for the maintenance of twin 6' diameter corrugated metal pipes under Royal St. George Street, a collector street in Naperville serving both residential and commercial properties. Phase I required the development of a Maintenance Option Evaluation Report which consisted of comparing various alternatives such as lining, replacement with RCP pipe or replacing with an equivalent sized box culvert. The report included estimated costs, permitting requirements, time to permit and construction requirements. The project was permitted and contract documents were developed.

Representative Projects:

Knottingham Subdivision Road Reconstruction and Water Main Replacement, Downers Grove, IL – Resident Inspector for roadway reconstruction and water main replacement in southeast Downers Grove. The neighborhood streets are heavily used for local vehicular trips with limited truck and school bus traffic. The project area is approximately 11,000 feet in length.

Oak Grove Unit 3 Roadway Reconstruction, Downers Grove, IL – Project Engineer worked on the reconstruction of over 3,000 feet of roadway located in a commercial subdivision with several businesses and restaurants. The project includes complete roadway reconstruction, replacement of existing storm sewers, and installing new street light fixtures.

Prairie Path Culvert Improvements, DuPage County, IL – Project Engineer for the design of pedestrian facilities for DuPage County. Project included the removal and replacement of five culverts and a bridge along the Illinois Prairie Path.

Wheaton Park District Access Bridge, Wheaton, IL – Project Engineer for bridge design for Wheaton Park District. Project involves installing a concrete deck beam bridge to allow maintenance vehicles access over Winfield Creek to the Park District's facility.

West Branch DuPage River Restoration / Hydraulics Improvements and Watershed Plan, Warrenville, IL – Project Engineer worked on a 5,750-foot river restoration project between Ferry Road and Warrenville Grove Dam. The watershed area is approximately 100 square miles. Project includes stormwater modeling, a bridge analysis, and river restoration. He assisted efforts to determine the severity and solutions to flooding within the West Branch of the DuPage River Watershed.





Marty J. Michalisko, PE, CFM

Water Resource Engineer

Marty Michalisko serves as a Project Manager and Water Resource Engineer on transportation, infrastructure and drainage engineering projects. In addition to his familiarity with site design standards and stormwater ordinance requirements for northeast Illinois communities, he has extensive knowledge with commonly used hydrologic and hydraulic programs.

Education/Registration

- Bachelor of Science
Civil Engineering
University of Iowa – 2000
- Surveying Curriculum
Southern Illinois University (Off-Campus) – 2006-2008
- PE – IL – 062-058762
- CFM – IL – 06-00260
- Kane County Qualified Review Specialist – E-221

Areas of Expertise

- Stormwater/floodplain modeling
- HEC-2, HEC-RAS, FEQ, HEC-1, HEC-HMS, TR-20, Hydra, SWMM, PCSWMM, XPSWMM, HY-8, Pond Pack and Hydraflow
- Drainage investigations of flood prone areas and providing practical and cost-effective solutions
- Permitting process of federal, state, and local permitting agencies

Special Training

- IDOT Construction Documentation and Highway Engineering Principles
- Haestad Methods Floodplain Mapping Design and Modeling
- ASCE Sponsored FEQ Modeling Course

Years of Experience

- 16 years, 15 with ERA

Featured Experience

Royal St. George Culvert Maintenance Project **NAPERVILLE | Illinois, LEAD WATER RESOURCE ENGINEER**

Lead Water Resource Engineer for the Phase I and II services for the maintenance of twin 6' diameter corrugated metal pipes under Royal St. George Street, a collector street in Naperville serving both residential and commercial properties. Phase I required the development of a Maintenance Option Evaluation Report which consisted of comparing various headwall and wingwall alternatives and culvert improvements such as lining, replacement with RCP pipe or replacing with an equivalent sized box culvert. The report included estimated costs, permitting requirements, permitting and construction schedules. The project was fast-tracked so improvements could be completed prior to a scheduled resurfacing project.

Representative Projects:

Illinois Prairie Path Structure Improvements, DuPage County, IL – Project Engineer analyzing the effects of replacing existing structures located in a regulatory floodplain with proposed culverts and bridges using HEC-2. The structures were located within 11 drainage basins crossing the Illinois Prairie Path in DuPage County.

Waynewood Subdivision Infrastructure Improvements, West Chicago, IL – Project Engineer designing a better drainage system for the 143-acre subdivision. This included the design of a bypass culvert and an analysis of the culvert on the receiving creek using HEC-2. The project also included Resident Engineering for the two million dollar drainage improvement project.

Terrace View Park Culvert Replacement, Oakbrook Terrace, IL – Water Resource Engineer for the preliminary and final engineering, permitting and bidding assistance for the replacement of a culvert pipe significantly located within regulatory floodway/floodplain. The park district needed to repair an aged corrugated metal elliptical pipe that had deteriorated. Evaluated options ranging from a complete replacement and widening to an in-kind repair that utilized the existing culvert as a form. Due to the budget and permitting constraints on this project, the park district chose the in-kind culvert repair. Expedited the permitting process required through the DuPage County Stormwater Permit and the Village.

Salt Creek Greenway Trail FEQ, DuPage County, IL – Project Engineer provided an FEQ analysis for a 23-mile reach of Salt Creek within DuPage County. Project involved updating the regulatory FEQ Model with six new bridge structures and updated topography. A floodplain and floodway analysis was prepared for permitting.





Jacob R. Wolf, PE Project Engineer

Jake Wolf serves as Project Manager for the design and construction of structural projects for state agencies, county agencies and municipalities throughout Illinois. He directs the activities of Project Engineers, Design Engineers and CAD Technicians. He serves as the primary contact for numerous governmental clients.

Education/Registration

- Master of Science
Geotechnical and Structural Engineering
University of Illinois – 2001
- Bachelor of Science
Civil Engineering
University of Illinois – 1996
- PE - IL - 062-055444
- PE - TN - 110060

Areas of Expertise

- Project Manager for design and construction phases for state, county and municipal project assignments
- Bridge inspections and the NBI standard component ratings

Areas of Expertise-Continued

- Overseeing structural design, geotechnical design, forensic investigations, field construction services, lab and material testing
- Soil testing and soil investigation

Special Training

- FHWA-NHI Safety Inspection of In-Service Bridges Training Course - 2010

Years of Experience

- 17 years, 17 with ERA

Featured Experience

Lee Street Culvert Rehabilitation OAKWOOD, Illinois | PROJECT ENGINEER

He addressed significant erosion occurring as a result of runoff from the existing roadway. Extensions were added to the existing 7' diameter steel pipe prior to lining, and new cast-in-place concrete headwalls with angled wingwalls and a flat apron were constructed. These extensions allowed the sloping grade above each end of the culvert to be modified to a much shallower slope and prevent future roadway runoff and subsequent erosion. Additionally, an existing concrete slope wall was removed and replaced with a reinforced concrete slope wall on an adjacent culvert pipe.

Representative Projects:

On-Call Bridge Design Services, McHenry County, IL – Project Manager providing bridge design services for the McHenry County Highway Department on various projects for a two-year period. Work will include load rating calculations, bridge condition reports, lane restriction reviews, bridge plan reviews, permit load analysis and miscellaneous structural consultation services.

Buffalo Trace Pedestrian Crossings, Mahomet, IL – Designs for repairs for two low flow crossings to allow runners and walkers to cross these locations during normal flow conditions. The east crossing consists of a new steel beam pedestrian bridge on concrete abutments. The west crossing consists of removal and re-installation of the existing CMP culverts with a cast-in-place concrete headwall and top slab. Both installations will allow Forest Preserve maintenance vehicles to cross at these locations. Performed construction observation services and concrete pour supervision. (Champaign County Forest Preserve)

Thunderbird Bridge Deck Replacement over Klein Creek, Village of Carol Stream, IL - Senior Project Engineer for the Phase II and III engineering services for the replacement of a two span, pre-stressed deck beam structure over Klein Creek. The schedule was accelerated because the bridge is located a quarter mile from a school and was in such poor condition that traffic was limited to one side.

Camelback Bridge Retaining Walls, Normal, IL – Project Engineer - The project included the historic rehabilitation of the vehicular bridge on Virginia Avenue in Normal over an abandoned railroad right-of-way that composed the current Constitution Trail for pedestrians and bicyclists. Retaining walls and pedestrian accesses were designed and constructed to allow public access without undermining the bridge substructure.





Erin R. Pande, PWS Ecological Services Director

Erin Pande serves as ERA's Ecological Services Director. She has over 12 years of experience in environmental science. Her work experience includes wetland delineation and quality assessment; riparian environment assessment; water quality best management practice implementation; streambank and shoreline stabilization design; natural area mitigation / restoration design and regulatory permitting.

Education/Registration

- Bachelor of Arts
Biology, Environmental Studies
& Geology Concentrations
Augustana College – 2001
- Professional Wetland
Scientist – 1927
- Lake County Stormwater Mgmt.
Comm, Certified Wetland
Specialist #C-083
- Kane County Stormwater Mgmt.
Qualified Wetland Review
Specialist W-049
- Rosgen Level I: Applied Fluvial
Geomorphology

Professional Experience

- **Engineering Resource Associates, Inc.**
Ecological Services Director/
Environmental Specialist
(2004-Present)
- **DuPage County Stormwater Management Division**
Senior Environmental
Technician
(2001-2004)

Years of Experience

- 12 years, 9 with ERA

Featured Experience

Barth Pond Shoreline Stabilization

DOWNERS GROVE, Illinois | Environmental Scientist

Environmental Scientist for the design of a shoreline stabilization and water quality treatment plan, and the design an ADA-accessible path around Barth Pond at Patriots Park. The innovative site design remains sensitive to the pond's intended uses for recreational activities and community flood control, and promotes environmental stewardship. Project was awarded the APWA Suburban Branch Environmental Project of the Year.

Representative Projects:

Shaffner Road Streambank Stabilization, Wheaton, IL – Environmental Scientist for the design of a stabilization plan that implemented bioengineering and vegetative stabilization techniques for approximately 600 feet of roadside conveyance ditch that was heavily eroded, and causing failures in portions of the roadway.

St. Joseph Creek Streambank Stabilization, Downers Grove, IL – Project Manager for H&H modeling and permit assistance for streambank stabilization project. Project involved permitting in-stream practices within the floodway.

Downers Grove Permit Reviews – Reviewed Special Management Area stormwater permit submittals for conformance with the wetland, wetland buffer, riparian area BMP provisions of the DuPage County Stormwater and Flood Plain Ordinance.

Greenwood/Oakdale and Harbor/Linden Basin Improvements, Glencoe, IL - Ecological Services Director provided environmental services for the plans, specifications and estimates for the Harbor Basin Improvements project consisting of a new storm sewer primarily located along Harbor Street between Linden Avenue and Lake Michigan. The project was issued for bids. Additionally, she provided finalized plans for the Greenwood Basin Improvements project located along Ivy Lane, Grove Street, Drexel Avenue and Greenwood Avenue.

Williams Road Bridge, Warrenville, IL – Williams Road Bridge is to be widened to alleviate upstream, flooding. ERA provided sediment erosion control plan, Wetland Impact Evaluation to IDOT and acquired permits from DuPage County, Kane/DuPage SWCD and USACE. Mitigation for wetland impacts was provided as part of the West Branch Restoration project and designed by ERA.

Warrenville Road Bridge, Warrenville, IL for DuDOT – Prepared Preliminary Environmental Site Assessment (PESA), Environmental Survey request (ESR) and Wetland Impact Evaluation (WEI) for inclusion in PDR.



Headwall Replacement Team

Village of Downers Grove

55th and Grand Headwall Replacement- SW-078



Village of Downers Grove
Jim Tock, PE
Staff Engineer



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists & Surveyors
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Quality Control
Rodney A. Beadle, PE, CFM
Project Director

Project Leadership
*Brian J. Dusak, PE, CFM
Project Manager

Design Engineering
*Jacob R. Wolf, PE
Project Engineer
*Steve R. Wegner, PE
Senior Project Engineer

Hydraulics and Hydrology
*Marty J. Michalisko, PE, CFM
Water Resource Engineer

Environmental / BMPs
*Erin R. Pande, PWS
Ecological Services Director

Land Surveying
Bradley A. Strohl, PLS
Professional Land Surveyor

* Key Personnel - Resumes Provided

55TH AND GRAND HEADWALL REPLACEMENT VILLAGE OF DOWNERS GROVE PROPOSED PROJECT SCHEDULE

PROJECT APPROACH	2014																			
	JANUARY				FEBRUARY				MARCH				APRIL				MAY			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Meetings and Coordination																				
Data Acquisition																				
Field Survey																				
Base Plans and Profile Sheets																				
Conceptual Designs																				
Plans, Specifications & Estimates (PS&E)																				
50% PS&E Submittal (due February 25th)																				
Village Review of 50% PS&E																				
90% PS&E Submittal (due March 25th)																				
Village Review of 90% PS&E																				
100% PS&E Submittal (due April 22nd)																				
Wetland Delineation																				
Permitting																				
Bidding Assistance																				

Hour and Fee Summary

Village of Downers Grove
55th and Grand Headwall Replacement

Prepared By:
 Engineering Resource Associates, Inc.
 1/3/2014

PD = Project Director
 PM = Project Manager
 PE = Project Engineer
 DE = Design Engineer
 ES = Environmental Specialist
 LS = Land Surveyor
 FT = Survey Field Technician
 CT = Cadd Technician
 CL = Clerical

Multiplier Rate: 2.80

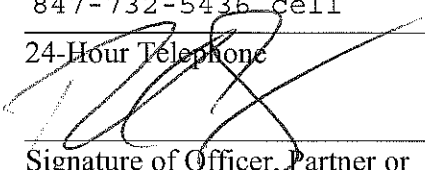
Task	Staff Title	PD	PM	PE	DE	ES	LS	FT	CT	CL	Hours	Fees	
	Charge Rate:	\$196.00	\$126.00	\$110.60	\$75.60	\$106.40	\$93.80	\$64.40	\$98.00	\$64.40			
DESIGN ENGINEERING													
1. Project Meetings and Coordination		0	4	4	4	2	0	0	0	0	1	15	\$1,526
2. Data Acquisition		0	0	2	4	2	0	0	0	0	0	8	\$736
3. Field Survey		0	0	0	0	0	0	10	0	0	0	10	\$644
4. Base Plans and Profile Sheets		0	1	1	2	0	0	0	8	1	13	\$1,236	
5. Conceptual Designs		1	2	4	12	0	0	0	6	0	25	\$2,386	
6. Plans, Specifications and Estimates		0	2	8	16	2	0	0	16	0	44	\$4,127	
50% Submittal		1	2	6	12	1	0	0	12	2	36	\$3,430	
90% Submittal		1	1	2	8	1	0	0	8	2	23	\$2,167	
7. Wetland Delineation		0	0	0	8	4	0	0	0	0	12	\$1,030	
8. Permitting		0	4	0	8	2	0	0	0	0	14	\$1,322	
9. Bidding Assistance		0	2	4	8	0	0	0	0	2	16	\$1,428	
Design Engineering Subtotal		3	18	31	82	14	0	10	50	8	216	\$20,033	
Direct Costs													
Mileage												\$150	
Printing												\$150	
Shipping												\$125	
Subtotal, Direct Costs												\$425	
Project Totals												\$20,458	
OPTIONAL TASKS													
1. Structural Design		0	2	8	16	0	0	0	12	0	38	\$3,522	
		0	2	8	16	0	0	0	12	0	38	\$3,522	

V. PROPOSAL/CONTRACT FORM

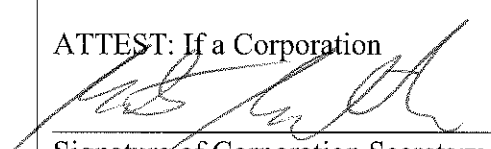
*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Engineering Resource Associates, Inc.	Date: January 3, 2014
_____ Company Name	_____ rbeadle@eraconsultants.com
3s701 west Avenue, Suite 150	_____ Email Address
_____ Street Address of Company	Rodney A. Beadle
Warrenville	_____ Contact Name (Print)
_____ City, State, Zip	847-732-5436 cell
630-393-3060	_____ 24-Hour Telephone
_____ Business Phone	 _____ Signature of Officer, Partner or Sole Proprietor
630-393-2152	Rodney A. Beadle, President
_____ Fax	_____ Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

Marty Michalisko
Principal

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Engineering Resource Associates, Inc.
ADDRESS: 3s701 West Avenue, Suite 150
CITY: Warrenville
STATE: IL
ZIP: 60555
PHONE: 630-393-3060 FAX: 630-393-2152
TAX ID #(TIN): 36-3686466

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical Corporation | |
| Charitable/Nonprofit | Government Agency |

SIGNATURE:  DATE: January 3, 2014

PROPOSER'S CERTIFICATION

55 and Grand Headwall Engineering Resource

With regard to Repl. SW-078, proposer Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____
Proposer's Authorized Agent

3 6 - 3 6 8 6 4 6 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 3 day of January, 2014

Notary Public

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Engineering Resource Associates Inc., and the full names of its Officers are as follows:

President: Rodney A. Beadle

Secretary: Susan Beadle

Treasurer: N/A

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.



5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Village of Downers Grove - 55th & Grand Headwall Repl. – Engineering Design (SW-078)

Insurer's Name Holmes Murphy & Associates

Agent Paula Dixon

Street Address 311 S. Water Street, Suite 211

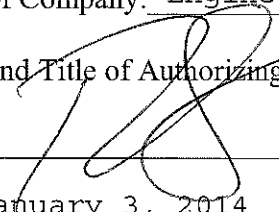
City, State, Zip Code Peoria, IL 61602

Telephone Number 630-299-3539

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Engineering Resource Associates, Inc.

Print Name and Title of Authorizing Signature: Rodney A. Beadle

Signature:  _____

Date: January 3, 2014

Apprenticeship and Training Certification

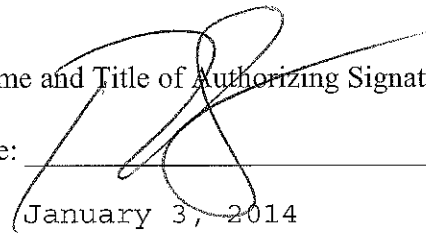
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: Engineering Resources Associates, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Rodney A. Beadle

Signature:  _____

Date: January 3, 2014

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Engineering Resource Associates, Inc.

Address: 3s701 West Avenue, Suite 150

City: Warrenville, IL Zip Code: 60555

Telephone: (630) 393-3060 Fax Number: (630) 393-2152

E-mail Address: rbeadle@eraconsultants.com

Authorized Company Signature: 

Print Signature Name: Rodney A. Beadle Title of Official: President

Date: January 3, 2014

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

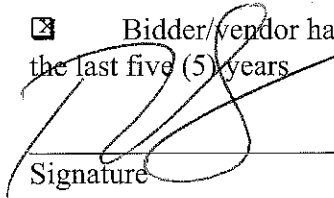
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has ~~not~~ contributed to any elected Village position within the last five (5) years


Signature

Rodney A. Beadle
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

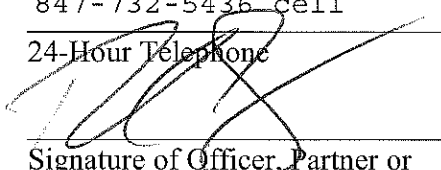
Print Name

V. PROPOSAL/CONTRACT FORM

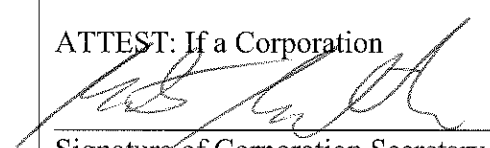
*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Engineering Resource Associates, Inc	Date: January 3, 2014
Company Name	rbeadle@eraconsultants.com
3s701 west Avenue, Suite 150	Email Address
Street Address of Company	Rodney A. Beadle
Warrenville	Contact Name (Print)
City, State, Zip	847-732-5436 cell
630-393-3060	24-Hour Telephone
Business Phone	
630-393-2152	Signature of Officer, Partner or Sole Proprietor
Fax	Rodney A. Beadle, President
	Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

Marty Michalisko
Principal

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature

Rodney A. Beadle

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

2014-2018 Capital Project Sheet

Project # **SW-078**

Project Description **Headwall Replacement, Grand at 55th Street**

Project summary, justification and alignment to Strategic Plan

This project will consist of the replacement of the existing headwall at the northwest corner of Grand and 55th Street.

Cost Summary	New Maintenance Replacement			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Professional Services				15,000						15,000
Land Acquisition										-
Infrastructure		X		50,000						50,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				65,000	-	-	-	-	-	65,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
443-Stormwater Fund	65,000						65,000
							-
							-
							-
TOTAL FUNDING SOURCES	65,000	-	-	-	-	-	65,000

Project status and completed work

It is anticipated that this project will be designed and constructed in 2014.

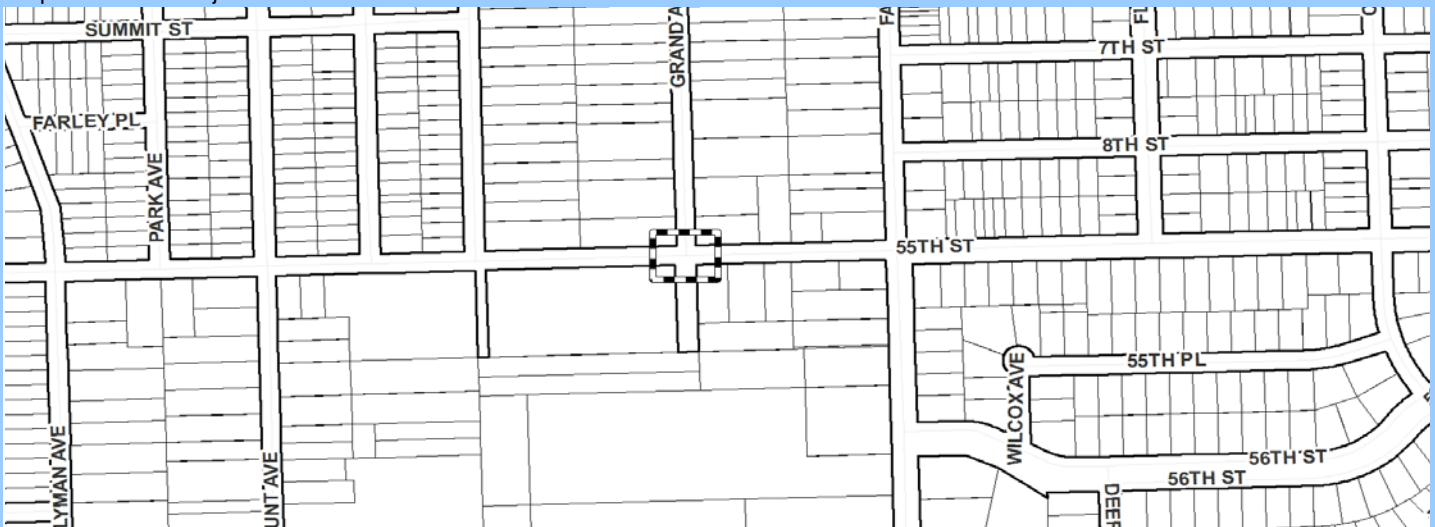
Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

No significant impacts on operating expenses are anticipated.

Map/Pictures of Project



Priority Score

Project Manager:

Andy Sikich

Program:

Department:

Public Works



Village of Downers Grove Consultant Evaluation

Contractor: Engineering Resource Assoc.

Project: Valley View Estates Phase I & II Engineering

Primary Contact: Brian Dusak Phone: 630-393-3060

Time Period: December 2008 – November 2011

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

Change Orders (attach information if needed): _____

Difficulties / Positives: _____

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Should the Village contract with this vendor in the future? Yes No

Reviewers: Scott A Vasko

Date: 11/09/11



Village of Downers Grove Contractor Evaluation

Contractor: Engineering Resource Associates, Inc.

Project: Oak Grove Unit III Road Reconstruction

Primary Contact: Phone: 630-393-3060

Time Period: May 2012 – February 2013

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

Difficulties / Positives:

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Recommendations for future work with this vendor: I recommend working with this vendor's project team in the future.

Reviewers: Jim Tock

Date: 01/15/14



Village of Downers Grove Consultant Evaluation

Contractor: Engineering Resource Assoc.

Project: Lacey Creek (SUB D) – 39th Street

Primary Contact: Marty Michalisko Phone: 630-393-3060

Time Period: March 2011 – November 2011

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: Consultant took extra 30 days to complete the draft copy of the report.

Change Orders (attach information if needed): No

Difficulties / Positives: Comprehensive drainage study report

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Should the Village contract with this vendor in the future? Yes No

Reviewers: Tom Topor

Date: 11/12/2011