

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 8, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Design Contract for Roadway Reconstruction - Orchard Brook East (ST-039)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a design contract for the Roadway Reconstruction project of Orchard Brook East to Burns and McDonnell of Downers Grove, Illinois in the amount of \$73,614.00. This amount includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The Goals for 2014 to 2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The adopted FY14 budget includes \$100,000.00 for professional design services for this project in the Capital Projects Fund.

RECOMMENDATION

Approval on the April 8, 2014 consent agenda.

BACKGROUND

The project will consist of roadway reconstruction of Barneswood, Creekwood, Quince, and Barberry. This subdivision was built with inadequate roadway drainage and is substantially within the floodplain of Lacey Creek. Saturated base conditions have caused the pavement to fail and reconstruction is required. This contract will provide final design for the roadway reconstruction improvements. Construction is planned for 2015.

The Village posted a request for qualifications for final design of the project. Staff pre-qualified six firms from the submitters. All six firms submitted proposals for final design of the project. Staff recommends award of this contract to Burns and McDonnell based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. Burns and McDonnell submitted the lowest fee proposal. Burns and McDonnell successfully completed the design for the water main improvements on Rogers, Gierz, Wilson, and Austin for the Village in 2009. They have extensive roadway reconstruction design experience and have satisfactorily completed various projects for other local municipalities, including roadway reconstruction improvements for the City of Elgin and the Village of Glen Ellyn.

ATTACHMENTS

Contract Document
Signature Page
Campaign Disclosure
Capital Project Sheet ST-039
Contractor Evaluation

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 8, 2014
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** ST-039
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

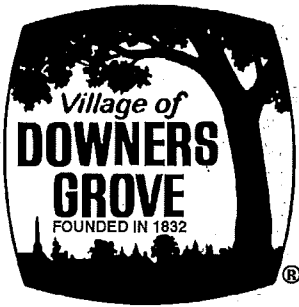
Motion to authorize execution of a Roadway Reconstruction Design Engineering contract with Burns & McDonnell Engineering Co., Inc. in the amount of \$66,922.00 plus 10% contingency in the amount of \$6,692.00 for a total not-to-exceed \$73,614.00 for the Orchard Brook East roadway design.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a of a Roadway Reconstruction Design Engineering contract with Burns & McDonnell Engineering Co., Inc. in the amount of \$66,922.00 plus 10% contingency in the amount of \$6,692.00 for a total not-to-exceed \$73,614.00 for the Orchard Brook East roadway design.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Burns & McDonnell Engineering Co., Inc.

Project Name: Roadway Reconstruction - Orchard Brook East – DESIGN
ENGINEERING

Proposal No.: ST-039

Proposal Due: Wednesday, March 5, 2014 @ 10:00 A.M. – Public Works

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, February 19, 2014

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:

SCOTT A VASKO, PE
PROJECT ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6804
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

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 **Wednesday, March 5, 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: SCOTT A VASKO, 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.

Village of Downers Grove

- 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

Village of Downers Grove

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

Village of Downers Grove

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

Village of Downers Grove

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

Village of Downers Grove

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.

Village of Downers Grove

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 Scott A Vasko, 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

Village of Downers Grove

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

Village of Downers Grove

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 project will consist of roadway reconstruction within the Orchard Brook East Area (see attached location map). This subdivision was built with inadequate roadway drainage and is substantially within the floodplain of Lacey Creek. Saturated base conditions have caused significant deterioration of the pavement requiring the pavement to be reconstructed. Consultant will be required to prepare and analyze up to three alternate designs to address the floodplain/drainage issues. A geotechnical investigation of the existing pavement section and sub-base materials shall also be included in the Consultant's scope of work.

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 15-foot width 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. CAD drawings must be created using legitimate AutoCAD Civil3D software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation

Village of Downers Grove

conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff. Surface data shall also be provided. Copies of all support files (.shx, .ctb., 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, telephone, and sewers. No digging for elevation verification of utilities will be required.
 - 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.
 - Locations and identification of all above ground structures; 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'.
 - 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's request.
 - Obtain and include on final plans rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts.
 - 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. Final Plans shall include, but may not be limited to:
- Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Construction Phasing
 - 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

Village of Downers Grove

- c. Cost estimate for 50%, 90% and final plans.
- d. 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.
- e. Permit Submittals - Application for any required permits (i.e. IEPA, FEMA, IDNR-OWR, 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.
- f. 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.
- g. 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.
- h. 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
- 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

Village of Downers Grove

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 March 5, 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-

Village of Downers Grove

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 format (2010 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format. CAD drawings must be created using legitimate AutoCAD Civil 3D software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff.

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.
- Two (2) 2-hour public meetings at Public Works or an alternate location within the Village.
- Three (3) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.
- Concept plans and Engineer’s Opinion of Probable Cost (EOPC) for drainage/floodplain alternates due July 3, 2014
- One (1) hard copy and (1) electronic copy of 50% plan set and EOPC due August 15, 2014
- One (1) hard copy and (1) electronic copy of 90% plan set, specifications, and EOPC due October 31, 2014
- One (1) hard copy and (1) electronic copy of 100% plan set, specifications, and EOPC due December 5, 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:

Scott A Vasko, PE
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-6804
Fax 630-434-5495

LOCATION MAP



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.)

Proposal for
Roadway Reconstruction – Orchard Brook East
DESIGN ENGINEERING
ST-039

Village of Downers Grove

March 5, 2014



1431 Opus Place, Suite 400
Downers Grove, Illinois 60515
(630) 724-3200





March 5, 2014

Scott A. Vasko, PE
Project Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Roadway Reconstruction – Orchard Brook East – DESIGN ENGINEERING
ST-039

Dear Mr. Vasko:

The needs of the Village of Downers Grove (Village) are of the utmost importance to Burns & McDonnell. Being a hometown firm, we are proud to have an excellent working relationship with the Village. Our Proposal for Design Engineering Services for the Orchard Brook East Roadway Reconstruction Project was developed based on the Request for Qualification / Proposal dated January 24, 2014, the Request for Proposal dated February 19, 2014, along with our experience with the Village's processes and procedures.

Burns & McDonnell is highly qualified to provide the design engineering services required for this Project. As you evaluate this Proposal, we ask you consider the following factors in your selection process:

- **Local Firm and Familiarity with the Village** – The Village's proximity to our Downers Grove office will allow us to provide a timely response to any issues that may arise during your project. Our office is located ten minutes away and we are familiar with the design requirements of the Village having provided design engineering services for Village infrastructure projects in the past. This project familiarity will allow work to be done efficiently without repetition of your processes and procedures.
- **Highly Qualified and Experienced Team** – The Project Team that has been assembled to work on your project has worked on numerous projects similar to Orchard Brook East within the last five years and completed Phase II Design Engineering Services on schedule and budget. The municipalities we have provided these design services to include, but are not limited to: the Village of Westmont, Village of Rantoul, City of Elgin and the Village of Mount Prospect.
- **Reputation and Integrity of Firm and Quality of Service** – Our mission is to make the Village of Downers Grove successful. With 85% of our work resulting from repeat business, which includes the Village of Downers Grove, our firm has been recognized by industry experts as being one of the most dependable and professional engineering firms in the market.

Should you have any questions regarding our proposal, or if you require additional information, please call me at (630) 724-3276.

Sincerely yours,

Randy Patchett, PE
Associate

Project Approach



The Orchard Brook East Roadway Reconstruction/Drainage Improvements project includes roadway reconstruction with associated drainage improvements for the Orchard Brook East subdivision. The approximate length of pavement reconstruction for the Orchard Brook East Subdivision is 3,000 feet.

Background

Orchard Brook East: Orchard Brook East is a predominantly residential subdivision located in the far north section of the Village. It is bordered by 35th Street to the north, Saratoga Avenue to the west, Black Oak Drive to the south and Highland Avenue to the east. Based on our site visit, the streets are relatively open and traffic is generally local, consisting of Village residents traveling to and from their homes. The main thoroughfares are Saratoga Avenue, which runs from 31st Street south where it dead-ends around 39th Street; and Barneswood Drive, which connects Highland Avenue and Saratoga Avenue. Several courts are also located within the subdivision: Barberry Court, Quince Court, and Creekwood Court.



Figure 1-1. Pavement Deterioration. Pavement throughout the Orchard Brook East Subdivision has suffered significant pavement deterioration. This can be seen throughout the project area.

A portion of the project site along Barneswood Drive, between Creekwood Court and Highland Avenue, is located with the Zone AE flood plain of Lacey Creek, with a substantial portion also being within the floodway boundary. The flood plain elevation is approximately 696.7 feet. Being located within a Zone A flood plain, and within the floodway boundary, will subject the design to additional restrictions and design parameters per the Village Ordinance. Due to being located within the flood plain, the existing pavement has experienced significant deterioration, due to saturated base conditions. In addition, the project site is located adjacent to a pond associated with Lacey Creek. This pond will be investigated for wetland and riparian limits. These limits will be delineated and the design of the project will seek to avoid impacts to these sensitive areas. Burns & McDonnell will analyze up to three alternatives to address the drainage issues with respect to the proposed pavement design.

Roadway Improvements: The proposed roadway improvements will include reconstruction of the existing roads within the Orchard Brook East subdivision. Improvements to existing geometry and cross-sections are anticipated and Burns & McDonnell will also explore green options as part of the proposed alternatives analysis. A sustainable approach will be taken and best management practices, such as proposing a reduced pavement section, permeable pavement and other items, will be explored as options in order to improve the local stormwater management system without impacting properties downstream. Pavement cores and soil borings will be gathered and analyzed as part of the scope of this project. The results of the Geo-technical investigation will be presented by the Village.

Stormwater Improvements: The project site is located within the floodplain of Lacey Creek. The existing roadway drainage system is inadequate and will be analyzed as part of this project. Currently the road has an urban cross-section; however, asphalt overlays have resulted in only one inch of curb reveal in some locations. The proposed design will seek to alleviate the drainage issues that caused the existing pavement to deteriorate. In order to design an optimal solution to the areas drainage concerns, the local hydrology will be analyzed using XP-SWMM or similar Village-approved software. A sustainable approach will be taken and best management practices such as bio-swales, infiltration basins, permeable pavement and other methods

Project Approach

(continued)



will be explored as options in order to improve the local stormwater management system without impacting properties downstream.

Method of Analysis / Project Approach

The following identifies some key project issues that we typically investigate / address during a project of this type. We believe these issues will be important to analyze on this assignment:

- **Existing Conditions Analysis:** A key component to a quality design and construction project is the accurate analysis and assessment of existing conditions.

Orchard Brook East: Construct an accurate existing conditions model, using XP-SWMM or a similar stormwater management program, to assess the level of service of the existing Orchard Brook East stormwater management system. Based on the findings of the model, an upgraded drainage system will be proposed. Burns & McDonnell will look to incorporate green infrastructure and other sustainable solutions where appropriate. Pavement cores will also be taken to determine the existing pavement thickness and subgrade condition. Burns & McDonnell will analyze the results from the geo-technical investigation to propose a pavement design appropriate for the saturated site conditions.

Burns & McDonnell believes that a key component of the Project is to create an accurate existing conditions model and assess such that the most cost-effective and efficient solutions can be proposed.

- **Topographic Survey & Field Investigation:** In order to build an accurate existing conditions model and propose a quality Phase II design, a comprehensive topographic survey and field investigation must be performed. As part of this survey, necessary topographic information within the project corridor will be attained along with relevant utility information. Most importantly, inverts and routing of the existing storm sewers and culverts will be measured and included in the model. In addition, a wetland determination and delineation will be performed at Orchard Brook East to determine the presence and limits of the existing wetland and riparian areas. Special care will be taken in the design to avoid impacts to these areas. Burns & McDonnell has an in-house Environmental Services and Permitting Department that will be able to assess these special management areas. **A comprehensive and accurate topographic survey and field investigation is a key component of the Project in order to build a quality existing conditions model and effective storm water management recommendation.**
- **Roadway Routing:** Though the proposed roadway routing will primarily follow the existing roadway, there are alternatives that could be proposed as part of the design. The pavement cross-section width could be decreased to reduce surface runoff and ease some of the stormwater burden from the existing system. Pavement cross-section reduction could be applicable along Barneswood Drive, Barberry Court, Creekwood Court and Quince Court.

Burns & McDonnell believes that a key component of the Project will be to offer the Village innovative alternatives that will be sustainable, make sense for the Village financially, and benefit the community as a whole.

- **Environmental Impact:** This portion of the project will be handled by the Village of Downers Grove. If the Village requires any assistance on tasks related to Environmental Impacts, Burns & McDonnell has the capability in the Downers Grove office to assist.

Project Approach

(continued)



- **Utilities:** Utility conflicts could be a significant issue on this Project. Every effort will be made to obtain utility records in and around the proposed project location. The location of existing utilities will be included in the survey done for the drainage and road reconstruction work. In particularly tight areas with significant unknowns, the Village may wish to consider engaging the services of a utility locating firm to assist in identifying and potholing the utility location and depth. Burns & McDonnell will provide recommendations in the event we believe additional utility investigation is required and will obtain the rim and invert elevations of Village owned utilities.

- **Regulatory Agencies and Permitting:** Burns & McDonnell anticipates having to coordinate with DuPage County Department of Transportation for any work to be done within County ROW. A county highway is located adjacent to the project site: Highland Avenue between Butterfield Road and 39th Street. Our project team also has experience in obtaining permits from the IEPA, FEMA, IDNR, and IDOT. Stormwater permitting and coordination will be with the Village, as a full-waiver community, and DuPage County as necessary. **Burns & McDonnell has an excellent working relationship with the Village as we serve as one of their permit review engineers for private developments and capital improvement projects. As such, we are well-versed in the local stormwater ordinance.** We are not aware of any other agencies that will need to be contacted for this project.



- **Public Relations:** Burns & McDonnell will assist the Village on presenting project information to the public on this Project and will assist with coordination with property owners. Public relations and great project coordination will be important to the success of this project and we offer staff that speak multiple languages and can assist the Village with any special communication needs. We also offer the ability to assist the Village in maintaining a project website or developing a specific project website for public relations support.



- **Special Management Areas:** In the Orchard Brook East subdivision, the portion of Barneswood Drive between Creekwood Court and Highland Avenue is located within the floodway boundary and the 100-year flood plain. Along Lacey Creek there are possible wetland and riparian areas that must be identified. All of these areas require special coordination with the Village and special design considerations. Burns & McDonnell has the staff and experience to provide quality design services for roadway reconstruction and drainage improvements within these areas. We have experience in designing green and sustainable solutions that will improve the stormwater management while remaining cost-beneficial to the Village. We have experience successfully coordinating with the Village of Downers Grove, DuPage County, and FEMA on stormwater management issues.

- **Sustainable Solutions:** As part of the project design sustainable solutions will be considered and assessed based on constructability, cost-effectiveness, feasibility, and the benefits provided to the Village. Stormwater best management practices such as bio-swales, infiltration trenches, permeable pavements, and pavement cross-section reduction will be considered. Permeable pavement may include permeable

pavers, porous asphalt, permeable concrete, or permeable concrete articulated block pavement. Burns & McDonnell will investigate the feasibility of these design elements and present them to the Village along with their alternatives analysis. We have experience in the design of green infrastructure including pervious pavement options along local residential streets.

- **Quality Control/Quality Assurance:** In order to provide the highest quality deliverables to the Village, Burns & McDonnell will implement a six-step Quality Control/Quality Assurance Process on this project. This process ensures that all plans, specifications and deliverables get reviewed by independent senior professionals for, among other things, quality, completeness, and constructability. Burns & McDonnell adopted its quality control procedures in March 1981 and updated them in August 2004. The company has used this interdisciplinary design review process on all projects since then, including Government and Department of Defense projects. Burns & McDonnell developed this program using guidelines published by the Professional Engineers in Private Practice (PEPP) section of the National Society of Professional Engineers and endorsed by the American Institute of Architects and the American Council of Engineering Companies.

Our program is highly effective and provides for interdisciplinary reviews by an independent team of professional engineers, architects and support personnel at various milestones throughout execution of the project design. The six distinct quality control review tasks, which will be scheduled and monitored for your project, are detailed below:

- Q1 - Schematic Design Review by an independent senior review team to assure that the Village's requirements for the project are sufficiently defined. Typically performed at 15% completion.
- Q2 - Preliminary Design Review by an independent senior review team to evaluate and determine the appropriateness and compatibility of the design to meet the Village's requirements. Also assures that each element of the design is represented by sufficient technical concepts, criteria and details to support final design. This review is performed prior to submitting the 35% submittal.
- Q3 - Review of design notes, drawings and specifications by the project manager, team leaders, and the design team at various milestones throughout the design to self-check prior decisions and coordinate design. This is an on-going process throughout design and is supported on a bi-weekly basis with scheduled design review meetings with the in-house project team.
- Q4 - Final review of design notes, drawings and specifications by an independent project quality control review team of senior staff members: The Q4 provides for review by senior firm members of the design documents for completeness and correctness. This technical review is performed prior to making the Un-Reviewed Final Submittal or 95% Submittal and concurrent with the Q5 review
- Q5 - Review of "rough draft" specifications by an independent team in our specifications department
- Q6 - Final review of drawings, specifications and cost estimates by the review team in the company's quality control department: The Q6 review is performed to assure that drawings and specifications are complete, coordinated with each other and free of omissions, errors and ambiguities. Also provides a full constructability review.

Project Approach

(continued)



All of the items presented in the Method of Analysis / Project Approach will be systematically evaluated and incorporated into a technical memorandum presented to the Village as part of the preliminary design.

Scope of Work

Our project approach consists of providing the Village with a constructible, cost-effective, and reliable project meeting the operational requirements of the Village. The scope of work for the Project is based on the tasks identified in the RFQ. We will provide all of the design and bidding phase services identified in the RFQ. A discussion of our approach to completing the project scope is presented in the following paragraphs:

Task 1- Preliminary Design Phase Services: Task 1 will include surveys necessary for the completion of the selection of pipe routing, roadway alignment and preliminary design, development of base sheets using field data, review and preparation of easement information, preparation of preliminary project drawings and specifications (50% level).

- **Project Kick-off Meeting:** Prior to performing any work on this task, Burns & McDonnell will request and coordinate a project kick-off meeting. The purpose of the meeting will include:
 - Introduction of Project Team personnel and the establishment of lines of communication.
 - Acquisition of existing information including previous reports, plans of recent development, and relevant site information. Burns & McDonnell will submit a Request for Information (RFI) list of items to the Village several days prior to the kick-off meeting.
 - Presentation of a work plan for completion of the routing/alignment evaluation and design phase of the Project. The work plan will include project design schedule milestones, design criteria and a checklist of design data and information needed to complete the project. The work plan will be reviewed and refined with the Village at the meeting. The work plan is a dynamic document that will be updated on a bi-weekly basis. It will ultimately be developed into the technical design memorandum required for the project.
 - Present letters or door hangers for review by the Village that can be used to notify residents that Burns & McDonnell personnel will be performing surveying services in the project area. Once approved by the Village, Burns & McDonnell personnel can assist in the distribution of the resident notification letter within the project area.

It is proposed that the project kick-off meeting be held within one week of receipt of notice to proceed on the project from the Village.

- **Survey:** Burns & McDonnell is familiar with the survey requirements of the Village, having performed numerous surveys previously on Village Projects. Within approximately one week of the project kick-off meeting, Burns & McDonnell will perform a detailed topographic survey of the project area. Property boundaries and vertical and horizontal control points will be established. Topographic survey will be performed using a total station. We are aware the project will be comprised of field surveys and drafting services necessary to accurately depict the existing right-of-way lines, adjoining private property, ground surface features and utility structures. The topographic surveying services will be performed in accordance with Village standards.
 - The survey will include detailed topography with one-foot contour intervals throughout the described project area, including elevations noted for key changes in grade as well as high or low points between contours of the same elevation. Contour lines will be plotted throughout the project with high points or low points indicated between similar contours.

- The survey will include topographic features, including locations of above ground structures such as mailboxes, utility poles, driveway aprons, culverts and headwalls, sidewalks, etc. Locations and sizes of landscape materials will also be included for bushes, trees larger than 2" diameter, flower beds, etc. Tree sizes (2" diameter and larger) will be measured at 4 ½ feet above the highest ground level at the base of the tree. Locations of landscape timbers, flagstone paths or walls, brick pavers, etc. will be included in the plans. At a minimum, we will obtain invert and rim grade elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc. and elevations of roadway and driveway pavement over culverts.
- The survey will be performed utilizing IDOT standard drafting symbols and line weights, and indicate lot line intersections, lot numbers and common addresses. We are familiar with IDOT standards and Village practices and will adhere to the standards outlined in the RFP. Plan views, shown at a scale of 1" = 20', and road centerline profile views, shown at 1:20H and 1:5V, will be included. Existing centerline elevations will be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet. Detailed development of plan sheets, including but not limited to sheet layout and orientation, page spacing and drawing scale, title blocks and north arrows, will be consistent and will conform to Village standards.
- Burns & McDonnell will provide the Village with copies of all field notes and electronic base maps of the identified segments in their latest preferred AutoCAD Civil 3D format. **Currently we have the capability up to AutoCAD Civil 3D 2014.** We will provide compatible drawing files on compact disk or other media approved by the Village.
- **Routing and Alignment Evaluation:** Within approximately two weeks of the completion of survey, Burns & McDonnell will complete an evaluation of the routing (for drainage improvements) and alignment (for roadway and sidewalk improvements) options for the new storm management elements, roadway reconstruction, and sidewalk improvements. The evaluation will be based on criteria established during the project kick-off meeting. It will include a recommendation for review and acceptance of the routing/design of the new stormwater management items and the alignment/cross-section of the proposed roadway.
- **Routing and Alignment Meeting:** As part of this task, Burns & McDonnell will meet with the Village Staff to present the routing/alignment evaluation. A site walk of the proposed routing will be included. Based on interaction with Village, it is anticipated that the preferred roadway and sidewalk alignments and stormwater management routing will be identified. If needed, Burns & McDonnell will update the alignment and routing options and conduct a follow-up meeting within approximately one week of the initial routing and alignment meeting. Upon concurrence of the alignment and routing, Burns & McDonnell will proceed with the 50% detailed design.
- **Review and Acquisition of Geotechnical Information:** Burns & McDonnell will review available geotechnical information and acquire the pavement cores necessary for the completing the design. For purposes of this proposal we have included nine pavement cores for the project. Nine subsurface borings have been included. We will develop a sketch of where the pavement cores and subsurface borings would be taken, stake the locations at the project site, and provide a summary of the geotechnical parameters to be analyzed for the project. As part of the design we will subcontract directly with ECS, unless directed otherwise by the Village. If the subsurface borings prove to be not necessary they will not be completed.

- **Special Management Area Investigation:** Burns & McDonnell personnel will assess the project site for the presence of special management areas, including wetland and riparian areas. A wetland determination and delineation will be performed, as necessary. The results will be submitted to the Village in the design memorandum. Care will be taken during the design process to avoid impacts to special management areas.
- **Utility Investigation:** Burns & McDonnell will perform a detailed investigation of all water, storm, sanitary structures and mains within the project limits. We will submit inspection reports of the investigation in an agreed upon report format that will include recommendations for maintenance needs (rehabilitation or replacement). Based upon the Village's approval, these improvements will be incorporated into the design.
- **Utility Coordination:** As part of this task, we will contact J.U.L.I.E. the utilities and request maps of existing utilities located on and in the vicinity of the Project site. This information will be reviewed for potential conflicts and mitigation measures, if needed, and will be presented to the Village. Based on the location of the site and preliminary investigation, we do not anticipate any significant utility conflicts on the proposed site.
- **Modeling of Stormwater Management System:** We will construct an existing conditions model to analyze the level of service of the existing stormwater management system. This model will be based on the topographic survey and field investigation and will be used as a baseline for the proposed system analysis. Once the existing conditions model is complete Burns & McDonnell will model several scenarios and coordinate with the Village to determine the best solution to address existing issues. Green infrastructure and best management practices will be presented to the Village as design alternatives for the proposed project site.
- **Preparation of Preliminary Project Plans:** We will complete preliminary project plans (50%). Up to hard copy six (6) sets and one (1) electronic copy of the preliminary submittal will delivered to the Village for review. Burns & McDonnell will coordinate and participate in one meeting with the Village to review the preliminary plans. Included with this design submittal will be a preliminary engineer's estimate of probable construction cost.

Task 2 - Design and Preparation of Pre-Final and Final Plans, Specifications and Opinions of Probable Construction Cost: Upon receipt and disposition of comments on the preliminary design documents, Burns and McDonnell will proceed with the development of the Pre-Final (90%) and Final (100%) Plans, Specifications, and Opinions of Probable Cost. This task will include:

- Acquisition and completion of additional survey or data required to complete the design plans and specifications.
- Development of pre-final design documents based on comments received on the plans, specifications and opinion of probable construction cost submitted as part of Task 1. These documents will be developed taking into consideration Village procurement requirements, general conditions, bid documents, insurance requirements, performance bonds, etc. Up to hard copy six (6) sets and one (1) electronic copy of the pre-final submittal will delivered to the Village for review. Burns & McDonnell will coordinate and participate in one meeting with the Village to review the pre-final plans. Included with this design submittal will be specifications and a

preliminary engineer's estimate of probable construction cost. Burns & McDonnell will implement and complete its six-step Quality Assurance Program prior to submittal of the pre-final design plans and specifications.

- Final Construction Bid Documents (Issued for Bid Documents) will be prepared following resolution and incorporation of comments on the pre-final design submittal from the Village. Written responses to each comment received will be submitted in a disposition of comments document. It is anticipated that these documents will include the following plan sheets:
 - Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Construction Phasing
 - Alignment, Ties, and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan & Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Landscape Plans (1" = 20')
 - Cross-Sections (every 50' and at critical locations)
 - SWPPP
 - Any other plans that may be required to complete the work

Burns & McDonnell will coordinate and participate in one meeting with the Village to review the final design submittal. Included with this design submittal will be specifications and an engineer's estimate of probable construction cost.

- Burns & McDonnell will assist the Village in the preparation of permit applications to the DuPage County Department of Transportation and any other governmental agencies having a regulatory interest in the project, and provide all other services to secure permit approval. Possible agencies with which coordination may be required are IEPA, FEMA, IDNR-OWR, Village of Downers Grove, and DuPage County Stormwater Management. As part of the applications we will submit complete sets of the Final Design Drawings and Specifications, as required.
- As part of this task, Burns & McDonnell will provide the Village with all project drawings, files, notes, calculations, survey documents and other relevant data in an electronic format on CDs suitable for making prints, plans, and reports as requested in the RFP.

Task 3 Bidding Phase Services: Task 3 will include providing qualified personnel to answer questions from pre-bid meeting participants, receive and answer bidder questions and requests for clarification, respond to questions in writing, and prepare addenda as necessary prior to the bid opening.

The Village will perform all other bidding duties and we are available to assist the Village in reviewing bids and make recommendations concerning the award of contracts. This task will include the development and review of bid tabs, completeness of bid submittals, and reference checks as requested by the Village. We will assist the Village in preparation of conforming copies of contracts.

Project Approach

(continued)



Task 4 -Meetings: Burns & McDonnell will coordinate and participate in the following meetings as part of this project.

- Village Meetings: Burns & McDonnell anticipates that up to five (5) 1-hour meetings with the Village at the Public Works Building will be required to acquire input from key Village personnel and present the technical information. These meetings will include a project kick-off meeting, an alignment and routing meeting, and progress meetings at the 50%, 90% and 100% submittals.
- Public Meetings: Burns & McDonnell has included two (2) 2-hour public meetings at Public Works Building or an alternate location in the Village to present the project to Village residents and stakeholders.
- Bid Phase Meetings: Burns & McDonnell has included three (3) 1-hour meetings at the Public Works Building to assist the Village in bidding the project. These meetings include a pre-bid meeting, a bid-opening and a preconstruction meeting.

Conclusion

We have assembled a qualified team, have a solid understanding of project needs, and developed a sound Project Approach that will result in delivery of a quality Project on schedule and on budget.

Village of Downers Grove
Engineering Services for Orchard Brook East Roadway Reconstruction Project
Estimated Engineering Fees for Design Support
March 5, 2014



Task Description	Associate (14)	Project Manager (13)	Senior Engineer (13)	Project Engineer & Survey (11)	Staff Engineer (9)	Clerical (7)	Expenses	Technology Charge	Task Total
Task 1 - Preliminary Design Phase Services									
Data Collection & Project Kick-off Meeting		2	2		8			\$0.00	\$1,464.00
Survey				56			\$300.00	\$0.00	\$7,356.00
Routing and Alignment Evaluation		4			8			\$0.00	\$1,464.00
Review and Acquisition of Geotechnical Information				4			\$4,000.00	\$0.00	\$4,504.00
Special Management Area Investigation		2			8			\$0.00	\$1,156.00
Utility Investigation & Coordination					12			\$0.00	\$1,272.00
Stormwater Modeling and Design		8		32				\$0.00	\$5,264.00
Preparation of Preliminary Project Plans (50%)		24		32	56		\$300.00	\$0.00	\$13,964.00
Task 2 - Design and Preparation of Plans, Specifications and Costs									
Pre-Final Design Documents (90%)		16		24	40		\$150.00	\$0.00	\$9,878.00
Technical Quality Assurance			12					\$0.00	\$1,848.00
Final Design (100%) and Submittal		8		16	24		\$200.00	\$0.00	\$5,992.00
Specifications, Quantities & Cost Estimates		4		8	16		\$100.00	\$0.00	\$3,420.00
Permitting		8		16	24		\$100.00	\$0.00	\$5,892.00
Task 3 - Bidding Phase Assistance									
Bidding Assistance				2				\$0.00	\$252.00
Task 4 - Meetings									
Village Meetings		4		4				\$0.00	\$1,120.00
Public Meetings		4		4	4			\$0.00	\$1,544.00
Bid Phase Meetings		1		3				\$0.00	\$532.00

Total hours	0	85	14	201	200	0			
Hourly Billing Rate	\$162.00	\$154.00	\$154.00	\$126.00	\$106.00	\$71.00			
Subtotals	\$0.00	\$13,090.00	\$2,156.00	\$25,326.00	\$21,200.00	\$0.00	\$4,750.00	\$0.00	\$66,922.00

Total Fee	\$66,922.00
------------------	--------------------

For the Scope of Services described in this Proposal, our total "Not to Exceed" Fee is: \$66,922.00

**If Burns & McDonnell is Awarded both the Clyde Estates and the Orchard Brook East Project a 5% discount on the proposed "Not to Exceed" will be incorporated

Village of Downers Grove

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:

Burns & McDonnell
Company Name

Date: 3/4/14

1431 Opus Place, Suite 400
Street Address of Company

abryant@burnsmcd.com
Email Address

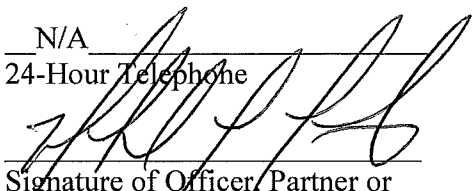
Downers Grove, IL 60515
City, State, Zip

Anthony Bryant
Contact Name (Print)

630-724-3200
Business Phone

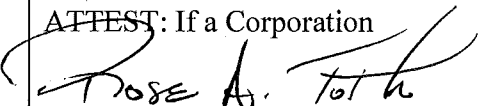
N/A
24-Hour Telephone

630-724-3201
Fax


Signature of Officer, Partner or Sole Proprietor

Michael Folta, Vice President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

Asst

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

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: Burns & McDonnell Engineering Co., Inc.

ADDRESS: 1431 Opus Place, Suite 400

CITY: Downers Grove

STATE: Illinois

ZIP: 60515

PHONE: 630-724-3200 **FAX:** 630-724-3201

TAX ID #(TIN): 43-0956142

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: same as above

ADDRESS:

CITY:

STATE: **ZIP:**

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Handwritten Signature]

DATE: 3/4/14

PROPOSER'S CERTIFICATION

With regard to Orchard Brook East, proposer Burns & McDonnell 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: [Signature]
Proposer's Authorized Agent

4 3 - 0 9 5 6 1 4 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 5 day of MARCH, 2014.
[Signature]
Notary Public)



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Missouri, which operates under the Legal name of Burns & McDonnell Engineering Co., Inc., and the full names of its Officers are as follows:

President: Greg Graves

Secretary: G. William Quatman

Treasurer: Denny Scott

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:

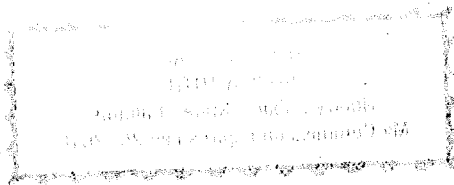
The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(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 _____.



Village of Downers Grove

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

Insurer's Name Lockton Companies, LLC

Agent _____

Street Address 444 W 47th Street

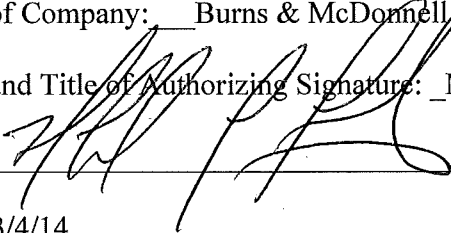
City, State, Zip Code Kansas City, MO 64112

Telephone Number 816-960-9000

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

Print Name of Company: Burns & McDonnell Engineering Co., Inc.

Print Name and Title of Authorizing Signature: Michael Folta, Vice President

Signature:  _____

Date: 3/4/14

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 Proposer: _____ N/A _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer 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 proposer will perform with its own forces. The Proposer 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 proposal, 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 proposer 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 proposer is a participant and that will be performed with the Proposer'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 Proposer 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.**

_____ N/A _____

The requirements of this certification and disclosure are a material part of the Contract, and the Proposer 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: _____ N/A _____

Signature: _____ N/A _____

Date: _____ N/A _____

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.

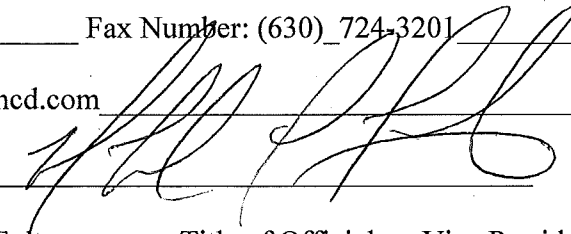
Company Name: Burns & McDonnell Engineering Co., Inc.

Address: 1431 Opus Place, Suite 400

City: Downers Grove Zip Code: 60515

Telephone: (630) 724-3200 Fax Number: (630) 724-3201

E-mail Address: mfolta@burnsmcd.com

Authorized Company Signature: 

Print Signature Name: Michael Folta Title of Official: Vice President

Date: 3/4/14

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.

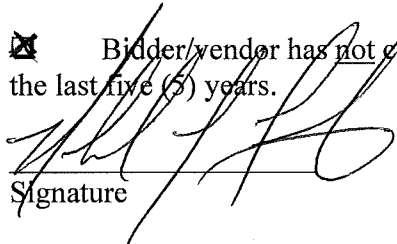
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Michael Folta
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

Village of Downers Grove

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:

Burns & McDonnell
Company Name

Date: 3/4/14

1431 Opus Place, Suite 400
Street Address of Company

abryant@burnsmcd.com
Email Address

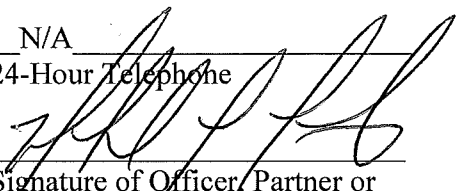
Downers Grove, IL 60515
City, State, Zip

Anthony Bryant
Contact Name (Print)

630-724-3200
Business Phone

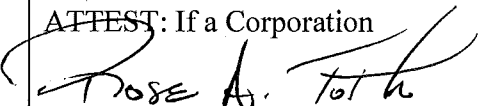
N/A
24-Hour Telephone

630-724-3201
Fax


Signature of Officer, Partner or Sole Proprietor

Michael Folta, Vice President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

Asst

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

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.

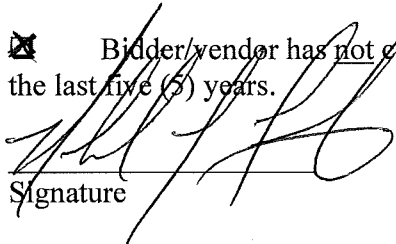
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Michael Folta
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 # **ST-039**

Project Description **Roadway Reconstruction, Orchard Brook East (east of Saratoga)**

Project summary, justification and alignment to Strategic Plan

The reconstruction of Barneswood, Creekwood, Quince and Barberry are included in this project. This subdivision was built with inadequate roadway drainage and is substantially within the floodplain of Lacey Creek. Saturated base conditions have caused significant deterioration of the pavement, requiring reconstruction.

Cost Summary	New	Maintenance	Replacement	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Land Acquisition										-
Infrastructure		X			1,500,000					1,500,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				100,000	1,525,000	-	-	-	-	1,625,000

Funding Source(s)											
220-Capital Improvements Fund	▼			100,000	1,525,000						1,625,000
	▼										-
	▼										-
	▼										-
TOTAL FUNDING SOURCES				100,000	1,525,000	-	-	-	-		1,625,000

Project status and completed work

None.

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:							-

The reconstruction of these roads will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.

Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **342** Department:

Public Works



Village of Downers Grove Contractor Evaluation

Contractor: Burns & McDonnell

Project: Gierz, Wilson, Austin Watermain Replacement Project (WA-009 & WA-013)

Primary Contact: Anthony Bryant Phone: (630) 724-3283

Time Period: April 2008 – March 2009

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

Change Orders (attach information if needed):

Amendment of \$2,879.37 was requested on March 10th 2009 to facilitate changes to the scope of the project resulting in additional design work not included in the original scope of work.

Difficulties / Positives: Burns & McDonnell were able to meet the project advertising deadline and provide construction ready plans and specs.

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

Project Engineer

Date: 04/17/09



Village of Downers Grove Consultant Evaluation

Contractor: Burns and McDonnell Engineering Company

Project: Rogers Street Water Main Phase I & II Engineering

Primary Contact: Anthony Bryant Phone: 630-724-3200

Time Period: December 2008 - May 2009

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

Reviewers: Scott A Vasko

Date: 12/21/09