

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 15, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2014 Grade Separation Feasibility Study (ST-029 & BW-008)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for a Grade Separation Feasibility Study to Alfred Benesch & Company, of Chicago, Illinois in an amount not to exceed \$73,568.00.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 identified *Top Quality Infrastructure*, and *Steward of Financial and Environmental Sustainability*.

FISCAL IMPACT

The adopted FY14 Capital Projects Fund budget includes \$50,000 (ST-029) to study a potential grade separated vehicular crossing of the Burlington Northern Santa Fe Rail Road (BNSF) and \$25,000 (BW-008) is included to study a potential grade separated pedestrian crossing of the BNSF.

RECOMMENDATION

Approval on the July 15, 2014 consent agenda.

BACKGROUND

The purpose of this project is to review the feasibility of constructing an additional roadway and pedestrian underpass within the Village limits in the future. This project was identified in the Comprehensive Plan and the Bicycle and Pedestrian Plan processes.

The study will facilitate future planning and identify potential funding through various grants and other programs. The consultant will analyze realistic scenarios and make recommendations to the Village. The final report will include drawings that depict the proposed conceptual improvements, potential right-of-way acquisition, concept cost estimates and potential grant funding opportunities. The consultant will review and incorporate, as deemed appropriate, any existing studies or plans completed by other agencies. The scope of work includes two public meetings to provide opportunities for public education, input and review.

In April, 2014, the Village issued a Request for Qualifications (RFQ) for this project and pre-qualified three firms. All three firms responded. After reviewing the proposals, Benesch was identified as the firm whose proposal best meets the needs of the Village. They also submitted the lowest cost proposal. They have successfully performed similar work for several other municipalities and agencies, including the City of Danville, IL, the Lake County Division of Transportation, and the Chicago Department of Transportation. Staff recommends award of this contract to Alfred Benesch & Company.

ATTACHMENTS

Contract Documents



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Alfred Benesch & Company

Project Name: **Grade Separation Feasibility Study**

Proposal No.: ST-029 & BW-008

Statement of Qualifications Due: Tuesday, May 13, 2014 @ 10:00 A.M. – Public Works

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Tuesday, April 22, 2014

This document consists of 26 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:

ANDY SIKICH
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5494
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 QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. DETAILED SPECIFICATIONS
- V. PROPOSER'S RESPONSE
- VI. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional copies (one 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 QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Tuesday, May 13, 2014 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: ANDY SIKICH, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

- 2.1 The prospective Firms must have particular expertise in transportation planning, with special emphasis on railroad grade separation projects, in order to fully and properly act on the Village's behalf in all activities related to the project. **In order to be considered for this project, interested Firms must submit the following information as its Statement of Qualifications (SOQ) based on the scope of the project as described in Section IV. Price proposals are not to be submitted with the initial SOQ. The Village will request price proposals from selected qualified firms.** (If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and two copies of the SOQ (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:
 - Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
 - Similar Project Experience
 - vi. Provide detailed information regarding similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
 - Proposed Project Team – identify the key project team members proposed for this project, with qualifications. The key individuals proposed must be utilized on this project unless an alternate is approved in writing by the Village.
- 2.2 The SOQ shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated SOQ shall be approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.
- 2.4 Short List Selection
Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and shall select a short list of approximately 3 to 5 firms. **Specific service and fee proposals shall then be solicited from only these selected firms. Please see Section IV.2. below.**

II. 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 Proposal forms shall be sent to the Village of Downers Grove, ATTN: ANDY SIKICH, 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.
- 1.3 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.4 By submitting the 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 the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, 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 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.

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

- 2.1 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.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 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.

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
 - 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 4.1.2 By submission of this proposal, the Proposer certifies that he 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.
- 4.2 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.

5. SEXUAL HARASSMENT POLICY

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

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 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:

- 6.1.1 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 handicap unrelated to ability, 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.
- 6.1.2 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.
- 6.1.3 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 handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and

Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 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 subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

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.

- 7.2 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.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

8.1 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 Agreement 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.

9. INSURANCE REQUIREMENTS

9.1 Prior to starting the Work, Proposer shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Proposer or subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence

Village of Downers Grove

	\$1,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate

- 9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.6 Proposer and any Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 9.7 Proposer and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Proposer or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Proposer or Subcontractor,

or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. CAMPAIGN DISCLOSURE

- 10.1 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, attached hereto.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11. SUBLETTING OF CONTRACT

11.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

12. TERM OF CONTRACT

12.1 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.

13. TERMINATION OF CONTRACT

13.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, including 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 termination. 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.

14. BILLING & PAYMENT PROCEDURES

14.1 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.

14.2 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.

14.3 Please send all invoices to the attention of Nate Hawk, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

15.1 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.

16. STANDARD OF CARE

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

16.2 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.

16.3 For Professional Service Agreements (i.e. Engineer, Proposer): 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.

17. GOVERNING LAW

17.1 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.

18. SUCCESSORS AND ASSIGNS

18.1 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.

19. WAIVER OF CONTRACT BREACH

19.1 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.

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

21.1 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 in the same manner by which the original contract was approved.

22. SEVERABILITY OF INVALID PROVISIONS

22.1 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.

23. NOTICE

23.1 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.

24. COOPERATION WITH FOIA COMPLIANCE

24.1 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.

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES

1.1 General Scope of Services

The Village of Downers Grove has a long standing commitment to pedestrian and vehicular safety. There are several existing at-grade roadway crossings over the Burlington Northern Santa Fe Rail Road (BNSF) within the Village of Downers Grove, which can pose challenges to both safety and traffic congestion. In addition, the stretch of the BNSF between the Belmont Underpass and Forest Ave. currently has no pedestrian crossing locations. At this time the Village is seeking proposals from qualified consulting firms to prepare a feasibility study to determine the most cost-effective and beneficial approach to providing a grade separated roadway crossing between Forest Ave. and Fairview Ave, and to provide a grade separated pedestrian crossing between the Belmont Underpass and Forest Ave. The purpose of this study would be to facilitate future planning and to seek funding through various grants and other programs. Consultant shall review and incorporate, as deemed appropriate, any existing studies, reports, plans, etc. prepared by the FTA, ICC, BNSF, Metra, CMAP, the Village of Downers Grove, or other applicable agencies. The consultant shall analyze all realistic scenarios and shall make recommendations to the Village. The final report shall include drawings that depict the proposed conceptual improvements, potential right-of-way acquisition, concept cost estimates and potential grant funding opportunities.

1.2 Grade Separation – Downtown/Fairview Area

There are currently five at-grade roadway crossings between downtown Downers Grove and Fairview Ave. They are at Forest Ave, Main St, Washington St, Maple Ave, and Fairview Ave. (see below). Recently, an underpass project was constructed where the BNSF crosses Belmont Rd, which greatly improved vehicular and pedestrian safety, and relieved congestion at that location. The Village would like to study the feasibility of a second grade separated roadway crossing somewhere between the downtown business district (DBD) and Fairview Ave.



Existing At-Grade Crossings along BNSFRR

1.3 Grade Separated Pedestrian Crossing

The stretch of the BNSF between Belmont Rd. and Forest Ave. currently has no pedestrian crossing locations. With a large residential population just north of the tracks, and multiple opportunities for recreation on the south side of the tracks, there is a significant need for a location where pedestrians and bicyclists can cross the tracks safely. The crossing should be located as near to Gilbert Park and the Forest Preserve property as is feasible.



Section of BNSFRR with no Pedestrian Crossings

2. PROPOSAL

2.1 Village Staff will contact those Firms on the short list directly and request a proposal abiding by this Section of the RFQ/RFP. **This RFQ/RFP is the contract between the prospective Firm and the Village. You must submit this entire RFQ/RFP document with your proposal. DO NOT SUBMIT A PROPOSAL UNTIL SPECIFICALLY REQUESTED TO DO SO. THE INITIAL SUBMITTAL TO THE VILLAGE SHALL BE THE SOQ ONLY.**

2.2 Quantity and Format

One original and two copies of the 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
- Project Organizational Chart
- Proposed Project Schedule
- Proposed Overall Not-To-Exceed Cost

The Proposal shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

The exact deadline for Proposals is not known at this time, but it is anticipated that notice of award will occur in late spring/early summer of 2014. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Fees

The Village 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.**

2.5 Firm Selection

Firm 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
- Overall Not-to-Exceed Total Cost

2.6 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Firm 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 prospective Firm 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 Firm and shall not be the responsibility of the Village.

3. PROJECT DELIVERABLES

3.1 General

- The Consultant shall provide the following deliverables by no later than the dates specified unless the schedule is modified and agreed to in writing by the Village.

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.
- One (1) hard copy and (1) electronic copy of 50% concept designs and Engineer's Opinion of Probable Cost (EOPC) due August 31, 2014.
- One (1) hard copy and (1) electronic copy of 90% draft report due October 31, 2014
- One (1) hard copy and (1) electronic copy of 100% report due December 1, 2014
- One (1) CD containing electronic copies (.pdf, AutoCAD, and ArcGIS) of all Final project files, drawings and any supporting documentation compatible with the programs listed above

4. CONTACT

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

Andy Sikich
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5494
Fax 630-434-5495

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

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFQ/RFP document including detail specs and Proposer's response will become the contract with the Village.)

Village of Downers Grove

GRADE SEPARATION FEASIBILITY STUDY PROPOSAL



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June 24, 2014

Mr. Andy Sikich
Assistant Director of Public Works – Engineering
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Grade Separation Feasibility Study - Proposal No. ST-029 & BW-008

Dear Mr. Sikich:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal for the Grade Separation Feasibility Study project in the Village of Downers Grove. Benesch has successfully delivered numerous, nearly identical projects for clients across Illinois – many of which have involved environmental, traffic and pedestrian elements in built-up suburban/ urban environments. We are pleased to bring the following benefits to the Village of Downers Grove for this project:

- ✓ ***We Use Our Expertise to Develop Practical Solutions:*** Our proposed Project Manager, Mike Magnuson PE, PTOE, LEED AP, is a proven leader in feasibility studies who develops well-thought out alternatives that can easily transition into Phase I. He is backed by a team of engineers and support staff who specialize in all of the disciplines relevant to this project. Two of Benesch's recent grade separation Phase I projects are already nearing completion of construction. Benesch knows the ins and outs of grade separations and we can guide you every step of the way.
- ✓ ***We Are Quality-Driven, Value-Focused:*** We would like to integrate our unique Value Planning (VP) process into this study. This will ensure that every alternative is thoroughly evaluated to bring you optimal results at the best value. The Value Planning process results in a study that is easy to communicate to stakeholders, elected officials and decision makers.
- ✓ ***We Know How to Deliver This Project:*** We have assisted numerous municipalities in securing funding for their grade separation projects. Within the past two years, Benesch projects have utilized the full \$12 million maximum annual allocation under the Grade Crossing Protection Fund for both the Lake County Rollins Road project and the Fairchild Street overpass in the City of Danville. Firm-wide, we have helped clients just like you obtain over \$150 million in funding in the past 10 years alone.

Thank you for the opportunity to submit this proposal. We would be honored to put our expertise to work for the Village of Downers Grove on this project. Please feel free to contact me with questions.

Sincerely,



Kevin J. Fitzpatrick, PE
Executive Vice President
Illinois Division Manager

INTRODUCTION

Alfred Benesch and Company (Benesch) is pleased to submit this proposal for the Village of Downers Grove Grade Separation Feasibility Study. We propose to apply our unique Value Planning (VP) methodology to this project to ensure a successful outcome in identifying both roadway and pedestrian grade separation locations. This methodology will accomplish the following key goals of the project:

- Data collection and early coordination
- Define the study’s vision and objectives
- Identify a range of alternatives
- Define a path for implementation

The VP methodology originated in the private sector during World War II when shortages of parts and labor forced engineers to seek new, creative and innovative ways of implementing their projects. A similar environment exists today. Public agencies face limited resources, reduced funding, increased scrutiny and transparent decision-making. Project delivery needs to take place in an efficient and cost effective manner. The VP methodology results in creative and innovative solutions and clearly documents the decision-making process for the public and elected officials. It is a team-based process involving both the client, consultant and if desired, key decision makers/stakeholders.

PROJECT APPROACH AND SCOPE

Data Collection and Early Coordination

Benesch proposes to utilize available Village and County data as much as possible and supplement where needed to develop and evaluate proposed alternatives. We will obtain and review pertinent traffic and parking data/studies and GIS-based data (topographic, utilities, floodplain, environmental issues, etc.) Local planning documents will be reviewed and pertinent data incorporated. We will also request Burlington Northern Sante Fe (BNSF) VAL maps, track plans, train information and develop a BNSF project contact. An “Existing Conditions” aerial exhibit will be produced for use in the study.

Some additional traffic data may be required. Benesch proposes to collect this data utilizing Miovision video-

based technology. In addition to accurate traffic and pedestrian data, Miovision provides MP4 video that often identifies other operational issues that the count data alone will not reveal. Benesch has found the Miovision “on demand” traffic count service (direct cost) very cost-effective when compared to conducting manual turning movement counts. The fee proposal provides resources for up to eight, peak-period traffic intersection turning movement counts capturing all modes (trucks, buses, cars, pedestrians and bicyclists). The need for additional traffic count data will be established with the Village after the initial project kick-off meeting.

Define the Study’s Vision and Objectives

Implementing grade separation projects within an urbanized area represents a significant investment of funds and will create impacts to surrounding properties and travel patterns. The project may also affect future development patterns, resulting in land use changes. Before looking at what is feasible from an engineering standpoint, this project must clearly define the objectives and answer the basic question “why?” This question may seem simple, however with the likelihood of direct and indirect impacts associated with grade separation projects, the answer to this question will need to be clearly defined to identify the best alternative and ensure an efficient and cost effective study process. Defining the “why” will also serve to document the decision-making process to project stakeholders.

Value Planning: A Function Based Approach



Before alternatives are developed and evaluated, it will be important to clearly define the vision and objectives of the study. There are a variety of potential objectives such as:

- Move more traffic through the downtown area
- Improve safety of traffic in the downtown area
- Reduce delays crossing the railroad

PROJECT UNDERSTANDING/APPROACH

- Provide an alternative route to traveling through downtown
- Provide additional circulation for traffic within downtown
- Improve circulation to encourage economic development

The objectives will have a significant impact on how the alternatives are formulated and, depending on the vision and objectives of the study, how the alternative will effect the community.

Defining the study's vision and objectives will also satisfy the "Purpose and Need" requirement for federal funding as part of any future Phase I (NEPA) preliminary engineering studies.

The vision and objectives can be drafted by the Benesch Team and submitted for review, or developed jointly as part of one of the project coordination meetings. If the latter is chosen, it could be combined with or occur after the kick-off meeting. If desired, additional key stakeholders could be invited such as other Village staff or officials (planning, economic development, Chamber of Commerce, etc.) Our proposed fee for the project includes an interactive meeting/session and up to three individual stakeholder meetings (conducted same day).

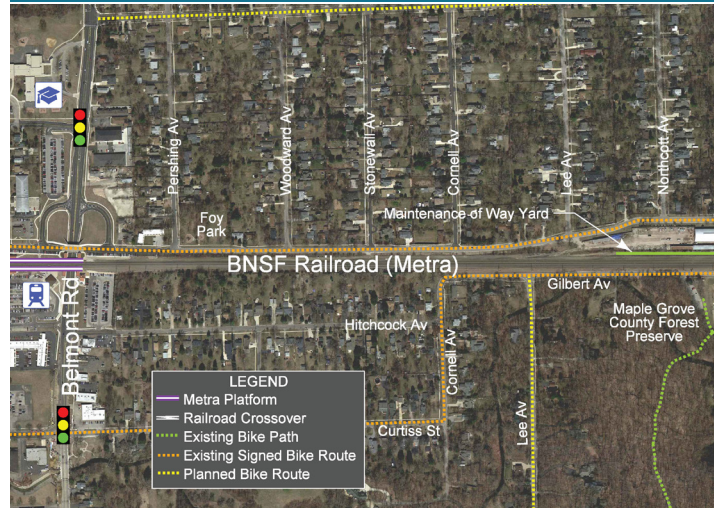
Milestone/ Deliverable:

Technical Memorandum No. 1 (draft and final) will include:

- Existing conditions exhibit
- Results of data collection effort
- Results of individual meetings/joint key stakeholder meeting
- Visions and objectives

The draft memorandum will be submitted electronically and revised based on Village comments. The final version will be submitted electronically. This portion of the study will form the basis of the "Existing Conditions" and "Vision and Objectives" chapters of the final report.

Existing Conditions



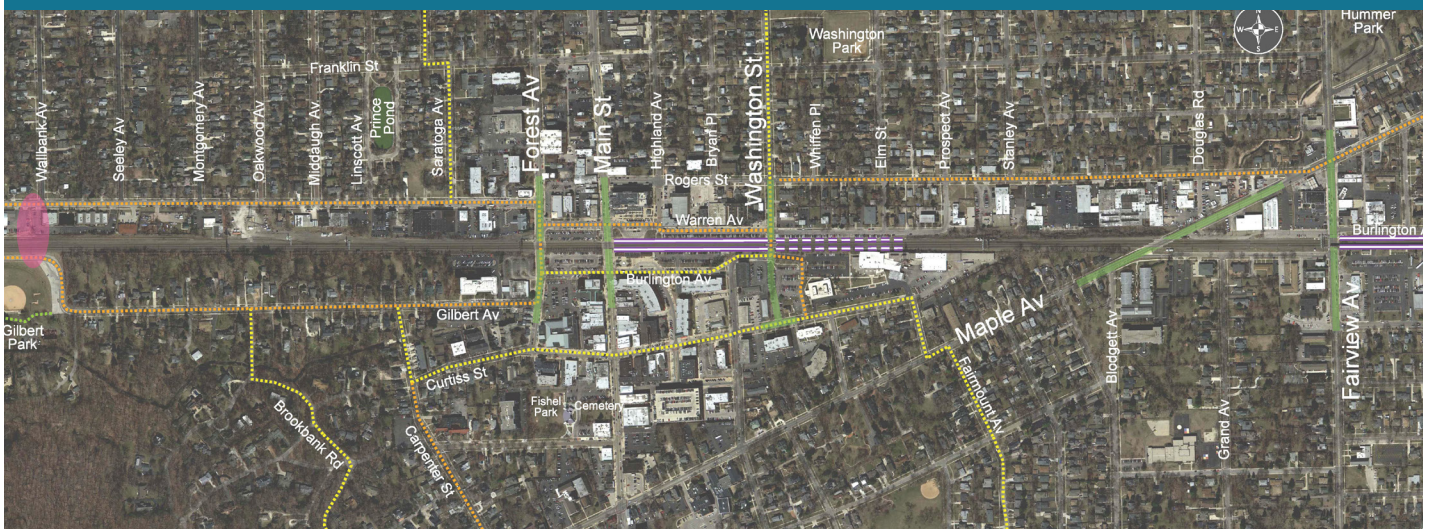
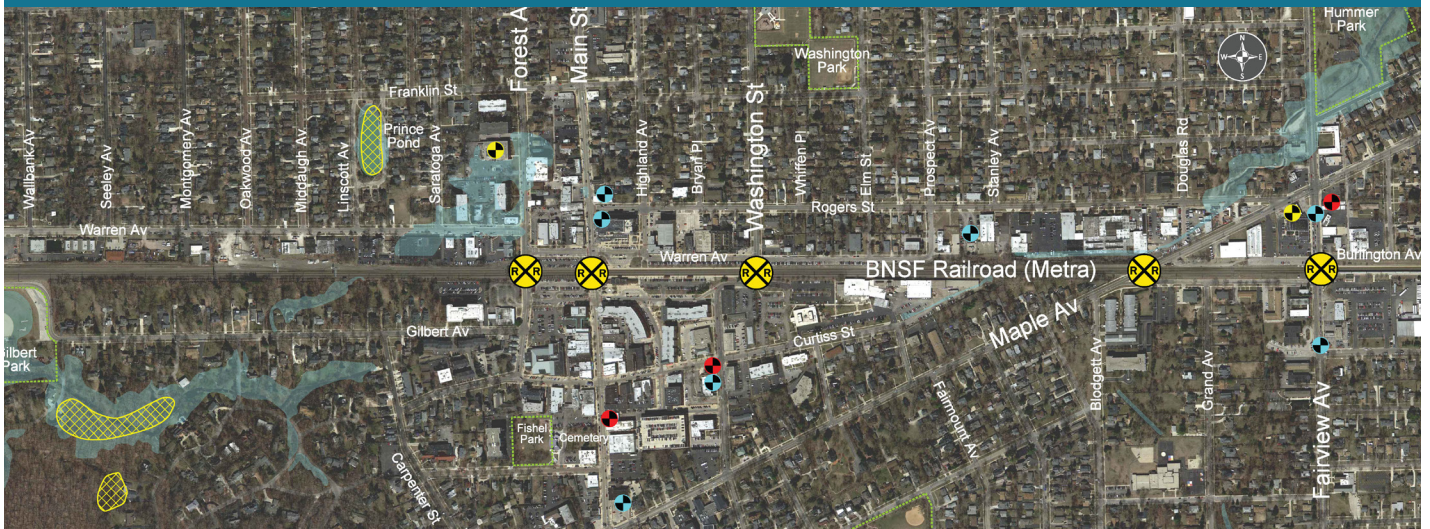
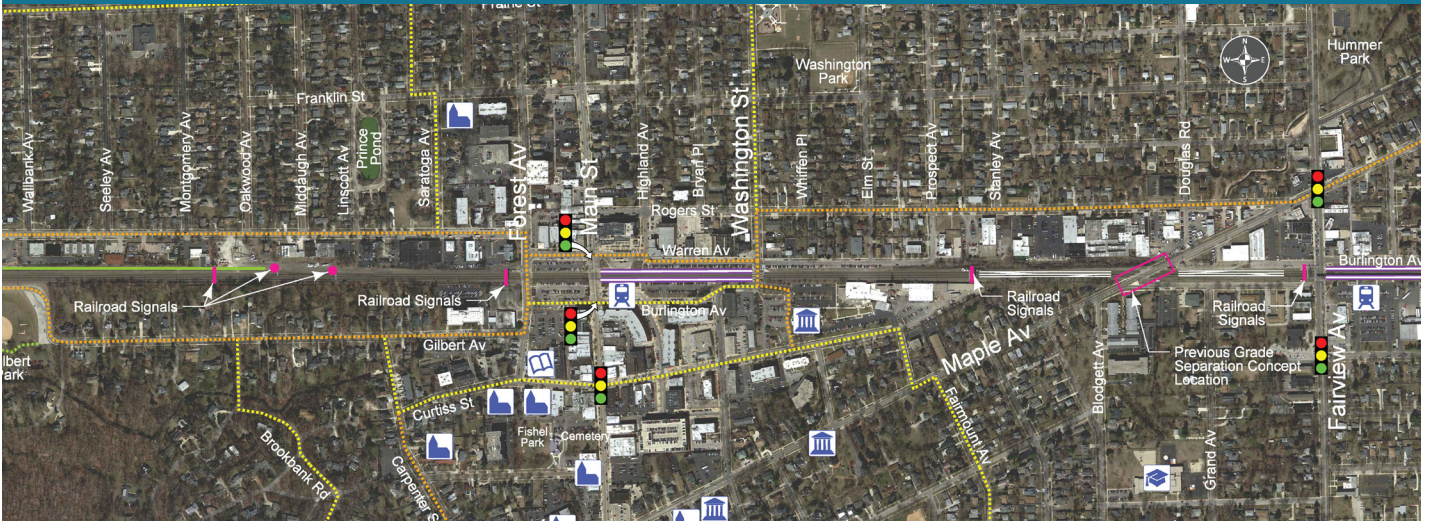
Environmental Concerns



Project Opportunities



PROJECT UNDERSTANDING/APPROACH

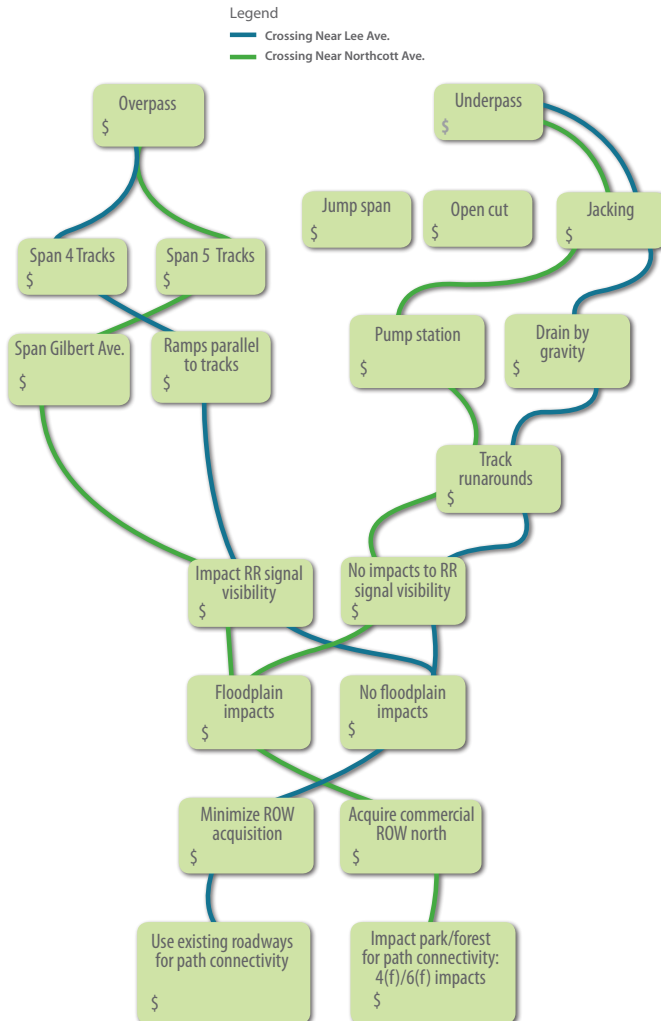


Identify a Range of Alternatives

All locations will likely have impacts. To document and support the evaluation process, it will be necessary to evaluate multiple locations and quantify the decision-making process used to evaluate, rank/rate the alternatives and ultimately select the preferred alternatives. Business owners, residents and other stakeholders impacted by one location will require that the study process be comprehensive enough to validate the decision to impact their property, neighborhood and “quality of life.” The VP process will develop alternatives utilizing function-cost diagrams and decision trees.

Decision Making Tree

Pedestrian Railroad Crossing near Gilbert Park



This approach breaks down each alternative into elemental costs and decisions. The results of this process identify high-cost and high-impact elements that can be further refined to reduce impacts and reduce costs. Function-cost decision trees are a key element of VP studies.

The Benesch scope includes developing and evaluating five vehicular grade-separation alternatives and three pedestrian/bicycle grade-separations. Benesch proposes to supplement existing Village and County GIS data with some limited, basic topographic survey. This survey will serve to validate GIS contours and will be required to develop accurate underpass/ overpass concept profiles. To contain costs, this survey work will be limited to picking up spot centerline elevations along potential alternative corridors. *The tight constraints and fully developed nature of the project corridor necessitates accurate centerline data.* This will establish the required approach grades and clearances (over or under the railroad), and thereby establish the length of an alternative and accurately identify impacted areas. These limited surveys will also ensure that the recommended alternative(s) are feasible and can be transitioned directly into Phase I engineering without significant revisions.



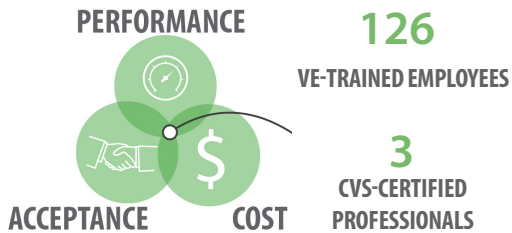
Potential impacts (including benefits) to the existing Metra platform will be included in the evaluation process

Through the VP process, we will develop the preliminary alternatives in a creative brainstorming session involving a multi-disciplined team of Benesch staff experts in traffic/Phase I studies, roadway design, railroad track design and railroad structure design.

One of the key advantages to utilizing the VP process is the evaluation of alternatives based on performance, acceptance and cost (PAC). These three criteria are easy to understand, communicate and explain to project stakeholders and decision makers.

Why We're Value Experts

Benesch was the first consulting firm to receive the SAVE International Excellence in Value Award in 1989.



Performance is a measurement of how well an alternative meets the objectives of the project.

Performance is based on quantifiable measures such as level of service, parking impacts, reduction in delay (seconds), improved access, loss of access, etc.

Acceptance is an indication of how well it will be perceived by the stakeholders.

Cost is a relative ranking between the alternatives.

Planning level cost estimates will be developed for the alternatives. The evaluation process will be the perceived value, relative to the cost of the other alternatives.

Performance, Acceptance and Cost for each alternative will be compared and then a weighted analysis conducted. This will highlight differences and similarities in alternatives and will answer the following questions:

- What if acceptance is more important than cost?
 - » Does that change the preferred alternative?
- What if cost is more important than performance?
 - » Does that change the preferred alternative?

Once the alternatives are developed and the preliminary evaluation is completed, Benesch will conduct the 50% project coordination meeting with the Village.

Subsequent to this meeting, additional evaluation and refinement of the alternatives will be conducted.

Milestone/Deliverable:

Technical Memorandum No. 2 (draft and final) due by September 5, 2014 will include:

- Proposed alternatives (text and exhibits)
- Preliminary evaluation of alternatives (impacts, costs and evaluation criteria)

The draft memorandum will be submitted (electronic and paper copy) one week prior to the 50% project coordination meeting and revised based on the Village's comments.

Milestone/Deliverable:

Public Meeting No. 1 (September 2014):

It is suggested that after the alternatives have been developed, and prior to the refinement and selection of the preferred alternatives, an opportunity for public comment be provided. The proposed scope of services identifies two (2) public meetings. Benesch proposes to conduct the first public meeting at this stage of the study to obtain public comment on the alternatives that have been developed and the preliminary evaluation conducted. Benesch's scope includes the following:

- Existing conditions exhibit
- Study visions and objectives exhibit
- Concept alternatives exhibit for each alternative (aerial view, concept profile, concept cross-section)
- Meeting support material such as sign-in sheets, comment forms as well as supporting information to be posted on the Village's website if desired (to satisfy meeting notification requirements).

Subsequent to the public meeting, a final version of the technical memorandum will be submitted electronically that documents the public meeting in addition to the alternative development and evaluation process. This portion of the study will form the basis of the "Alternative Development" and "Alternative Evaluation" chapters of the final report.



Mike Magnuson and Laura McGovern help a stakeholder at a public involvement meeting for a similar project.

Define a Path for Implementation:

The product of this study needs to be more than just a report compiling the results of the study and its recommendations. The project report needs to identify both the recommended alternatives and provide a blue print for potential funding and a schedule of project implementation. The report should be a tool utilized for future phases of the project, particularly the Phase I engineering process where this report can, if properly prepared, serve as the basis for documenting the project's Purpose and Need and the development, evaluation and selection of a Preferred Alternative(s).

The study scope includes identifying both vehicular and pedestrian grade separation projects. It is anticipated that both a roadway (vehicles, pedestrians and bikes) grade separation and an additional pedestrian/bicycle grade separation will be identified. Based on the evaluation process, Village staff comments and the results of public meeting No. 1, a preferred roadway grade separation and a preferred pedestrian/bike-only grade separation will be refined from the previously identified alternatives. The impacts and costs of the preferred alternatives will be identified.

Milestone/Deliverable:

Draft Project Report due by October 31, 2014 is anticipated to consist of the following chapters:

- 1.0 Executive Summary
- 2.0 Introduction, Study Vision and Objectives
- 3.0 Existing Conditions (includes summary of data

collection and any stakeholder outreach)

- 4.0 Identification of Alternatives
- 5.0 Evaluation of Alternatives (Evaluation Framework- performance, acceptance and cost)
- 6.0 Public Involvement
- 7.0 Recommendations (preferred alternatives) with funding options

The draft project report will be submitted (paper and electronic copy) one week prior to the 90% project coordination meeting. We have included (separately) a copy of our Draft Value Planning report for a similar project for reference.

Milestone/Deliverable:

Public Meeting No. 2 (November 2014):

After preparation of the draft report, a second public meeting or Village Board presentation is recommended. This meeting will be similar to the first public meeting. It will present the study objectives, existing conditions, alternatives, evaluation and recommended preferred alternatives in exhibit format. Required support material will be provided similar to the first public meeting. Opportunities for public comment will be provided.

Milestone/Deliverable:

Final Report (due by December 19, 2014):

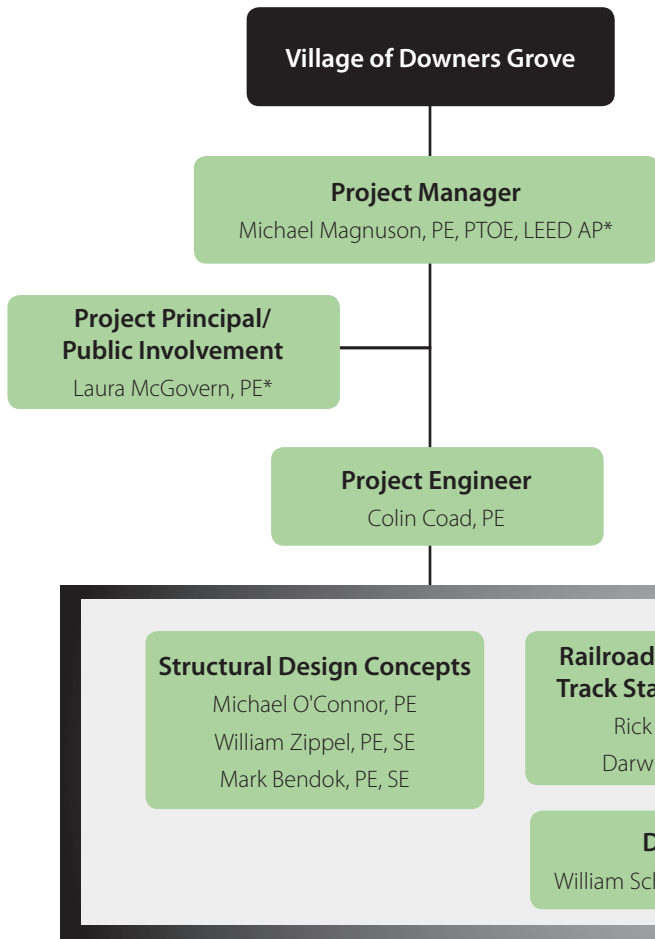
The project report will be revised reflecting Village staff comments and will incorporate the results of the second public meeting.

Paper and electronic copies of all final project files, drawings and any support documentation (compatible with .pdf, AutoCAD and ArcGIS shape files) will be submitted one week prior to the 100% project coordination meeting.

Thank You!

Benesch would like to thank the Village of Downers Grove for allowing us the opportunity to submit this proposal for the Grade Separation Feasibility Study. We believe that our value-focused, quality driven approach, along with our highly qualified team makes Benesch the ideal team to successfully deliver this project for you!

PROJECT ORGANIZATIONAL CHART



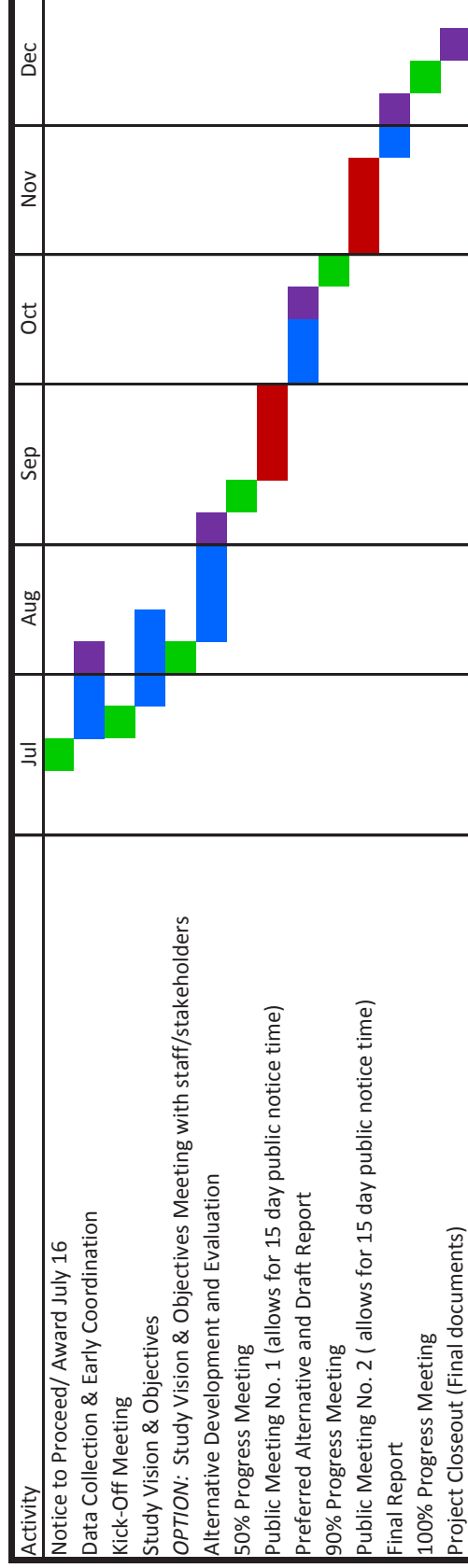
WHY SELECT THE BENESCH TEAM?

Our team is led by Michael P. Magnuson, PE, PTOE, LEED AP, who has been conducting planning, feasibility and Phase I studies for over 20 years including recent railroad grade separation projects. Mr. Magnuson brings both public and private sector experience coupled with strong communication skills. Assisting him will be Benesch staff experts chosen specifically to address the areas of railroad coordination and design (track and structures) and public involvement. Additional Benesch support staff, identified below, will provide expertise in the areas of track design, aesthetics/ landscaping, lighting, drainage and visualizations.

Project Role	Benesch Personnel	What they bring to the project:
RR Track Staging Concepts	Darwin Schafer, PE	Darwin brings over six years of track design experience and has been working hand in hand with Mike Magnuson on an IDOT Phase I project with complex track staging for runarounds to replace and widen a railroad structure over two high volume arterials. Darwin works out our Chicago and Naperville offices.
Structural Design Concepts	Mark Bendok, PE, SE	Mark brings 16 years of structural engineering experience and specializes in rail and pedestrian bridge design as well as retaining structures for various municipalities.
Aesthetics	Julie DeLeon	Julie brings aesthetic and landscape design elements to Benesch's projects. Julie recently worked with Mike on both Phase I and Phase II of the Loyola/ Sheridan/ CTA Pedestrian Plaza project involving landscaping, sustainable design (permeable pavers and landscaping) and aesthetic elements. Julie works out of our Chicago office.
Lighting Concepts	Geoffrey Thiesse, PE	A licensed professional electrical engineer, Geoffrey has been providing lighting design for roadway, pedestrian/bicycle facilities and aesthetic elements for numerous Benesch projects. Lighting of pedestrian/bike and roadway underpasses is always an issue with stakeholders. Geoffrey works out of our Chicago office.
Drainage	William Schmanski, PE, CPESC	Both roadway and pedestrian underpass solutions will require preliminary analysis of drainage options to identify costs and drainage requirements (pump stations vs. gravity). There is existing floodplain within the study areas. Bill leads Benesch drainage practice in Chicago and Naperville and works out of both offices.
Visualizations/ Graphic Design	Ken Holt	Ken is our lead graphic artist, located in our Chicago office and has been providing illustrations, sketches and 3D models to support our projects for over 20 years.

PROPOSED PROJECT SCHEDULE

Village of Downers Grove Grade Separation Feasibility Study Anticipated Schedule



■ Task :
■ Milestone/Submittal:
■ Public Involvement Process:
■ Progress Meetings:
 (can be compressed if needed)



Village of Downers Grove

V. PROPOSER’S RESPONSE TO RFP (Professional Services)

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFQ/RFP document including detail specs and Proposer’s response will become the contract with the Village.)

**Downers Grove Grade Separation Feasibility Study
Proposed Hours, Fee and Direct Costs**

TASK	DESCRIPTION	HOURS	FEE	DIRECT COSTS ¹	TOTAL
1	Data Collection and Early Coordination (includes kick-off meeting)	16	\$2,016.00	\$65.00	\$2,081.00
	Traffic Counts and "spot" topographic survey	36	\$3,819.20	\$3,075.00	\$6,894.20
2	Stakeholder meeting/project objectives meeting	12	\$1,713.60	\$32.50	\$1,746.10
3	Alternative Development and Evaluation (includes 50% meeting)	254	\$37,128.00	\$32.50	\$37,160.50
4	Public Meeting No. 1 (includes meeting prep. , exhibits, materials & attendance by 2 staff)	32	\$3,696.00	\$625.00	\$4,321.00
5	Preferred Alternative & Draft Report (includes 90% meeting)	88	\$11,088.00	\$32.50	\$11,120.50
8	Public Meeting No. 2 (includes meeting prep. , exhibits, materials & attendance by 2 staff)	32	\$3,696.00	\$625.00	\$4,321.00
9	Final Report (includes 100% meeting + closeout	48	\$5,891.20	\$32.50	\$5,923.70
PROJECT TOTALS		518	\$69,048.00	\$4,520.00	\$73,568.00

NOT - TO - EXCEED TOTAL = \$73,568.00

Direct Costs Units

- \$90/hr. for miovision counts (assume 4 hrs. per loc.)
- IDOT Veh. Charge \$65/day (\$32.50 half day)
- Exhibit plotting and mounting (\$80/exhibit)

**Average Hourly Rate by Employee Classification
(includes all overhead and benefits)**

EMPLOYEE CLASSIFICATION	RATE
Project Principal	\$196.00
Sr. Project Manager	\$179.20
Project Engineer II	\$106.40
Project Engineer I	\$99.01
Designer II	\$88.82
Designer I	\$79.97
Sr. Surveyor	\$121.52
Sr. Party Chief	\$103.04
Party Chief	\$79.38
Technical Specialist II	\$89.60
Technical Specialist I	\$77.00
Technologist II	\$77.56
Technologist I	\$76.44
Office Assistant	\$44.52

VI. 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:

Alfred Benesch & Company

Company Name

Date: June 20, 2014

205 North Michigan Avenue, Suite 2400

Street Address of Company

kfitzpatrick@benesch.com

Email Address

Chicago, IL 60601

City, State, Zip

Kevin J. Fitzpatrick

Contact Name (Print)

312-565-0450

Business Phone

312-656-0239

24-Hour Telephone

312-565-2497

Fax



Signature of Officer, Partner or Sole Proprietor

Kevin J. Fitzpatrick

Executive Vice President

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

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: Alfred Benesch & Company
ADDRESS: 205 North Michigan Avenue, Suite 2400
CITY: Chicago
STATE: Illinois
ZIP: 60601
PHONE: 312-565-0450 FAX: 312-565-2497
TAX ID #(TIN): 36-2407363

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: N/A
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: DATE: June 20, 2014


PROPOSER'S CERTIFICATION

Grade Separation Feasibility Study

With regard to (ST-029 & BW-008), proposer Alfred Benesch & Company 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: Kevin J. Fitzpatrick / 
Proposer's Authorized Agent

3 6 - 2 4 0 7 3 6 3

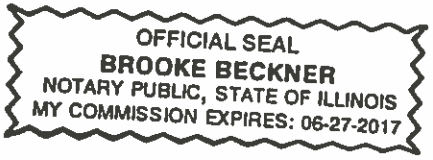
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 23rd day of June, 2014



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 Illinois, which operates under the Legal name of Alfred Benesch & Company, and the full names of its Officers are as follows:

President: John L. Carrato, PE, SE

Secretary: Kevin J. Fitzpatrick, PE

Treasurer: Kristina S. Horn

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:

N/A

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

(c) Sole Proprietor

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

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

Village of Downers Grove

Insurer's Name Ames & Gough

Agent Kathryn Pawlowski

Street Address 859 Willard Street, Suite 320


City, State, Zip Code Quincy, MA 02169

Telephone Number 617-328-6555

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

Print Name of Company: Alfred Benesch & Company

Print Name and Title of Authorizing Signature: Kevin J. Fitzpatrick, Executive Vice President

Signature: 

Date: June 20, 2014

Suspension or Debarment Certificate

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

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

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

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

Company Name: Alfred Benesch & Company

Address: 205 North Michigan Avenue, Suite 2400

City: Chicago, IL Zip Code: 60601

Telephone: (312) 565-0450 Fax Number: (312) 565-2497

E-mail Address: kfitzpatrick@benesch.com

Authorized Company Signature: 

Print Signature Name: Kevin J. Fitzpatrick Title of Official: Executive Vice President

Date: June 20, 2014

CAMPAIGN DISCLOSURE CERTIFICATE

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

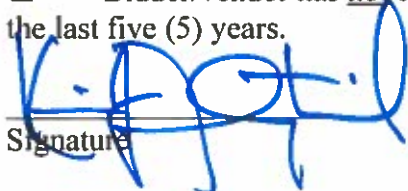
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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



Signature

Kevin J. Fitzpatrick

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