

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
11/15/2016

SUBJECT:	SUBMITTED BY:
St. Joseph Creek South Branch Stream Corridor Assessment	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering and survey services to Engineering Resource Associates (ERA) of Warrenville, Illinois in the amount of \$38,350, which includes a 10% contingency amount.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY16 budget includes \$80,000 in the Stormwater Fund for these services.

RECOMMENDATION

Approval on the November 15, 2016 consent agenda.

BACKGROUND

The Engineering Division reviewed qualifications from nine (9) engineering firms to evaluate and recommend potential improvements to the south branch of the St. Joseph Creek between Barth Pond and Main Street. The scope of work includes evaluation of the stream conveyance, wetland determination and potential flood control projects incorporating existing parcels owned by the Village. Survey services are included in order to update and develop an accurate model for use as the foundation for a future design project. Upon review of the qualification documents, three (3) firms were selected to submit cost proposals. After reviewing the proposals, ERA was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to ERA based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. Engineering Resource Associates has provided professional services for the Village in the past with satisfactory results.

ATTACHMENTS

Contract Documents
CIP Sheet

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: November 15, 2016
(Name)

RECOMMENDATION FROM: _____ FILE REF: DR-022
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for engineering and survey services for the assessment of the St. Joseph Creek South Branch Stream Corridor to Engineering Resources Associates (ERA) in the amount of \$34,863.00 plus 10% contingency in the amount of \$3,487.00 for a total not-to-exceed \$38,350.00.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for engineering and survey services for the assessment of the St. Joseph Creek South Branch Stream Corridor to Engineering Resources Associates (ERA) in the amount of \$34,863.00 plus 10% contingency in the amount of \$3,487.00 for a total not-to-exceed \$38,350.00.

RECORD OF ACTION TAKEN:



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates

Project Name: **St. Joseph Creek South – Stream Corridor Assessment**

Proposal No.: DR-022

Statement of Qualifications Due: September 15, 2016 @ 10:00 A.M. – Public Works

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: September 1, 2016

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:

JOHN M. WELCH, P.E., CFM
ASSISTANT DIRECTOR OF PUBLIC WORKS – ENGINEERING
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
FAX: 630/434-5495
www.downers.us

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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 **September 15, 2016 @ 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: JOHN M. WELCH, 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 stream corridor assessment, 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 or flash drive) 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.

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- 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 2 to 4 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: JOHN M. WELCH, 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.

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- 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:

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- 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

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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

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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

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	\$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 9.9 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

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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

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(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 John Welch, 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.

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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 contractor(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

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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 The Firm (Consultant) selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Agreement is in place.

1.2 Project Description

The Village of Downers Grove (Village) is seeking a qualified consultant to provide improvement options within a portion of the South Branch of St. Joseph Creek. A few repetitive-loss properties in the area have been purchased by the Village and restored to green space. Proposed solutions may include, but are not limited to sediment removal, bank stabilization, and pumped or gravity storage solutions, culvert replacements, additional storm sewer piping, and/or native plantings.

Desired activities shall include:

- Update existing XP-SWMM model (to be provided by Village) with new topographic information and at least three (3) proposed solutions.
- Complete survey work of the channel and Village-owned properties with 1' contours and stream cross sections at 50' maximum lengths. Survey work shall also include culverts at roadway crossings at Main Street, Webster Street, Washington Street, Lyman Avenue and Fairmount Avenue, retaining walls, outfalls, trees greater than 6" diameter within the floodway and areas with significant bank erosion. Necessary survey information shall be obtained that may be required in order to convert the XP-SWMM model to FEQ in the future.
- Perform wetland delineation through the project limits in accordance with DuPage County and Village of Downers Grove requirements. Wetlands shall be flagged and surveyed. If wetland delineation cannot be performed due to seasonal conditions, an initial wetland determination shall be completed, followed by delineation.
- Identify potential grant opportunities for implementation of any the proposed solutions.
- Identify permits or agency approvals and estimated fees that may apply to each proposed solution along with pros/cons associated with each solution.

Deliverables shall include:

- Updated existing conditions XP-SWMM model.
- Proposed conditions XP-SWMM model with at least three (3) proposed solutions.
- Proposed conditions exhibits.
- Cost estimates of each of the three (3) proposed solutions.
- Stormwater report identifying proposed solutions and associated benefits of each (50% and 100%)

Village of Downers Grove Project No. DR-02216

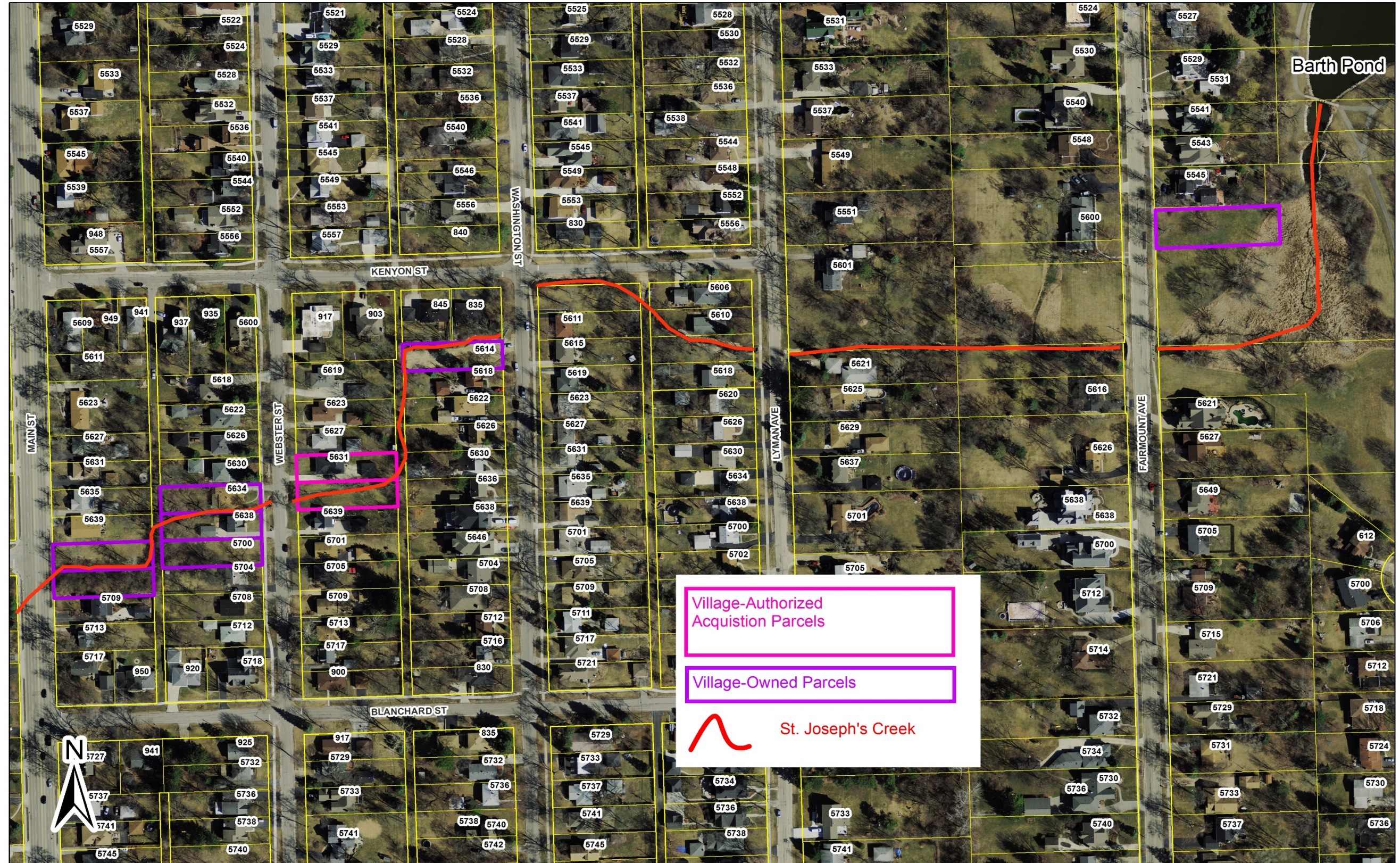
Village to provide:

- Existing XP-SWMM model
- GIS shapefiles - storm, FEMA floodplain and Localized Poor Drainage Areas.

1.3 Project Location

The limits of the project are defined as the creek channel beginning at weirs on the discharge into Barth Pond on Downers Grove Park District property behind 5545 Fairmont Avenue (downstream limit) and ending at Main Street at the west end (upstream limit). The length of the creek within the scope area is approximately 3,200 linear feet and may meander onto private property. Current Village-owned and authorized to purchase parcels comprise approximately 89,000 square feet (8 @ ~9,000 SF and 1 @ ~17,000 SF), not including improved or unimproved rights-of-way between roadways. Varying size and material storm sewers convey the creek under roadways. Exhibit A outlines the expanded area and parcels the Village currently owns and anticipates owning by the end of the year.

EXHIBIT A



Village of Downers Grove Project No. DR-02216

1.4 Scope and Schedule

The Consultant will be required to perform all necessary work to prepare the Final Report including, but not be limited to, the following:

- a. Identification of issues causing and contributing to conveyance and flooding problems. It should be noted that portions of this creek channel may be on private property, but accessible via right-of-way or Village-owned property. If Consultant has difficulty gaining permission to access specific private properties, the Village will assist in obtaining the permission of the landowner to access as much of the creek as possible.
- b. Development of two or three possible alternative solutions to the issues identified.
- c. Budget-level cost estimates for each proposed solution (in MS Excel format).
- d. Hydrologic and hydraulic modeling data required to support alternative solutions, including upstream and downstream benefits and/or impacts.
- e. Identification of required permits or agency approvals and fees for each alternative solution, including an estimated time table of permitting completion.
- f. All topographic information necessary to support hydrologic and hydraulic models and determine feasibility of the proposed solutions. All topography completed shall be submitted electronically to the Village in AutoCAD Civil 3D (v. 2013 or later), including all shapefiles and linetypes.
- g. A preliminary draft report indicating consultant's initial findings outlining general options for potential storm water storage, flood control system and/or conveyance improvements.
- h. A final report incorporating, to the extent possible, input from Village Staff on the preliminary draft report.
- i. The Consultant shall furnish to the Village any/all final documents in an electronic format on CD or flash drive 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. Supplemental photos, testing reports, etc, which may or may not be included in the final report, shall also be provided to the Village in digital format upon request. If required by FOIA laws or legal subpoena, consultant shall provide copies of all sketches, drawings, files, notes, calculations, survey data, photographs, etc, upon request.
- j. The selected Consultant 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 IV.3.2 of this RFP.

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 or flash drive) shall be submitted in an 8 ½ x 11 format and be organized as follows:

Village of Downers Grove Project No. DR-02216

- 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 the fall of 2016. 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 vehicles, mileage, equipment, 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:

- Proposed approach and understanding of the project
- Responsiveness to requirements and terms of the RFP
- Overall Not-to-Exceed Total Cost

Village of Downers Grove Project No. DR-02216

2.6 Pre-Proposal 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

- One (1) 1-hour project kick-off meeting with Village Staff, at the Public Works Facility.
- One (1) 1-hour meeting to discuss potential project options and discuss the preliminary draft report.
- Two (2) hard copies and (1) electronic copy of Preliminary Draft Report due 30 calendar days after Notice to Proceed.
- Two (2) hard copies and (1) electronic copy of Final Report due 60 calendar days after Notice to Proceed.
- One (1) CD containing electronic copies (.pdf) of all final project files, drawings and any supporting documentation.

4. CONTACT

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

John M. Welch, PE, CFM
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5494
Fax 630-434-5495
jwelch@downers.us

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.)



ENGINEERS | SCIENTISTS | SURVEYORS

October 27, 2016

Mr. John Welch
Assistant Director of Public Works - Engineering
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Proposal for St. Joseph Creek South – Stream Corridor Assessment – DR-022

Dear Mr. Welch:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for the St. Joseph Creek South stream corridor assessment and conceptual design of alternatives. The proposal is based upon your request for proposal, our previous experience studying the watershed, and our recent field visit to the site.

Project Understanding

The Village of Downers Grove has experienced significant flooding along the South Branch of St. Joseph Creek. In recent years the Village has been proactive in reducing repetitive flood losses by purchasing 9 properties located on Main Street, Webster Street, and Washington Street just south of Kenyon Street adjacent to the South Branch of St. Joseph Creek. These purchases have removed some of the flood prone structures but have not addressed the storage and conveyance limitations of the creek that contribute to additional flooding and degradation of water quality.

The Village of Downers Grove is now seeking a qualified consultant to study the South Branch of St. Joseph Creek from Main Street to Barth Pond (approximate 3,200 feet) to identify and develop preliminary solutions that will alleviate flooding and improve water quality by increasing the streams conveyance capacity, increasing storage capacity, removing sedimentation, and stabilizing streambanks. In order to meet the goals of the study it is anticipated that detailed survey, hydrologic/hydraulic modeling and a complete stream assessment of the corridor will be performed. The study will analyze three design alternatives which may consist of combinations of several identified improvements. A few initial ideas include: restoring the creek to a more natural meandering stream;

WARRENVILLE

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

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

providing on-line gravity storage; providing pumped storage for large events; replacing roadway culvert crossings; increasing conveyance capacity of the stream while stabilizing the streambanks.

Scope of Services

The anticipated Scope of Services (Scope) is to create a concept plan and preliminary estimates of cost for recommended improvements.

1. Meetings & Coordination:

- 1.1. Facilitate two meetings with the Village to discuss project issues, design alternatives and refine the concept plan. We will invite DuPage County to one of the meetings to discuss incorporating potential stream work in an IEPA approved watershed plan to potentially qualify the improvements for 319 grant funds.
- 1.2. General phone and email coordination with the Village and DuPage County.

2. Data Gathering:

- 2.1. Perform stream assessment of St. Joseph Creek South from Main Street east to Barth Pond. ERA will utilize our handheld GPS unit (Promark 120 which gets sub-meter accuracy) to perform the assessment. The collector can take photos, video, voice recordings, ground shots, etc. Bank erosion, head cuts, riffles, pools, large woody debris, encroachments, etc. will be recorded. ERA will also document locations and perform condition assessments on existing outfalls, culverts, bridges, retaining walls, hard armaments or other structures. This data will be in state/plane coordinates and can be imported into the plan and be made available to the Village.
- 2.2. Obtain DuPage County 2-foot topographic data, aerial photography, wetland mapping, parcel data, etc. for creation of base plan for areas outside the field assessment discussed in 2.1.
- 2.3. As-built or grading plans from single family home developments from the study area, where available, will be provided by the Village.
- 2.4. Existing public utility atlas information from the Village in a GIS geodatabase file.
- 2.5. Property ownership information provided by the Village.
- 2.6. Existing private utility information from the local electrical, cable, telephone and gas providers.

3. Wetland Delineation:

- 3.1. A wetland delineation will be performed to identify the limits of the regulatory wetlands and Waters of the U.S. within the Main Street to Barth Pond segment of the project. Methods used for delineating wetland will be in accordance with the U.S. Army Corps of Engineers (Corps) Wetlands Delineation Manual dated 1987 (USACE, 1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region dated September (USACE, 2008). Wetlands will be staked by pin flag and/or marking tape labeled "wetland delineation."
- 3.2. ERA will prepare a delineation report containing:
- 3.3. Army Corps of Engineers (ACOE) data forms;



- 3.4. ERA will consult with the appropriate Federal and State agencies to determine if any threatened or endangered species are present within the limits of this phase of the project. A fee may be charged by IDNR for this consultation. This fee is typically \$500 if required. ERA has not included this as part of the direct costs.
 - 3.5. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland delineation lines;
 - 3.6. Floristic Quality Assessment per DCSFPO requirement;
 - 3.7. Wildlife habitat assessment using the Modified Michigan Department of Natural Resources methodology per DCSFPO requirement;
 - 3.8. Copy of DuPage County wetland map;
 - 3.9. Copy of soil map;
 - 3.10. Site photos as necessary to describe wetland; and
 - 3.11. Narrative of applicable wetland regulations.
4. Topographic Survey and Base Plan:
- 4.1. A topographic survey of the study area from Main Street to Barth Pond will be performed. This task includes a full topographic survey of the project area. The survey will be completed based on the DuPage County benchmark system. One site benchmark will be established. This task does not include performance of a property boundary survey. ERA anticipates surveying the following: Topography, wetland flags, toe of slope and top of bank, thalweg, bankfull, trees greater than 6" diameter at breast height, edge of pavement, existing retaining walls, foundation/building footprints, curbs, headwalls, utilities, sanitary, storm, and water structures with rim/invert elevations; 9 properties purchased by the Village, overlap as necessary to understand site conditions.
 - 4.1.1. Cross sections of the stream at 50 ft maximum intervals (approximately 64 cross sections).
 - 4.1.2. Prepare a base map of existing conditions with an aerial photograph base. Survey and geospatial data will be downloaded and combined with other acquired data (i.e. 2-foot topography and property boundaries) to produce the base plan. The base plan will show plan and profile of the stream, topography, estimated property boundaries, easements, stream cross section locations, stream geometry (thalweg, top/bottom of bank, bankfull, etc.), structures, utilities, centerline with stationing, 10-year & 100-yr floodplain elevations, floodway boundary, and wetland boundaries.
5. Hydrologic/Hydraulic Modeling:
- 5.1. Existing Conditions – ERA has previously modeled the watershed using XPSWMM as part of the 2007 WIIP. The modeled areas were considered subwatersheds A-C. ERA will combine the three subwatershed models into a single continuous XPSWMM model and update it based on survey data collected. The existing conditions model will be calibrated against known and reported flooding in order to ensure an accurate depiction of flow rates and flood elevations.
 - 5.2. Proposed Conditions – It is anticipated that the recommended alternative will likely be a combination of several individual improvements including: creek restoration and meandering, expanding flood plain storage, creating gravity storage basins, creating pump storage basins,



increasing conveyance capacity of the stream and culvert crossings, etc. ERA will evaluate three design alternatives in XPSWMM that will likely include a combination of individual improvements.

6. St. Joseph Creek South Concept Plan and Report: An overall concept plan will be prepared for St. Joseph Creek South from Main Street to Barth Pond.
 - 6.1. Concept Plans – ERA will provide conceptual engineering plans that visually depict the three design alternatives. The plans will be graphical in nature using GIS information, topographic survey, and aerial photography as their platform.
 - 6.2. Design Report – ERA will prepare a stormwater analysis report that discusses our modeling approach, assumptions and results. The report will provide a design recommendation for the Village to follow for future improvements.
 - 6.3. Cost Estimate – An Engineers Opinion of Probable Cost will be prepared for each of the three design alternatives.
7. Agency Permitting
 - 7.1. Based on the recommended alternative Concept Plan, Consultant shall prepare the permitting strategy for the project.
 - 7.2. Prepare list of required agency approvals for the Concept Plan.
 - 7.3. Prepare likely schedule of obtaining required permits for the project.
8. Funding & Grant Applications
 - 8.1. Identify possible partnerships.
 - 8.2. Assess grant eligibility and other funding prospects.
 - 8.3. Develop strategies to increase grant funding potential.
 - 8.4. Prepare schedule for completing grant applications.

Deliverables

ERA will prepare and submit a draft report (50%) for Village review. ERA will revise the draft report and submit a final report (100%) (1 original in native electronic file versions and 1 pdf). In addition to the report the following will be submitted to the Village:

- Wetland Delineation Report
- Base Map
- Alternative Concept Plans with Engineer's Opinion of Probable Construction Cost
- Recommended Concept Plan with Engineer's Opinion of Probable Construction Cost
- Anticipated Permitting Schedule
- List of Partnership Possibilities
- Assessment of Grant Eligibility & Other Funding Prospects
- Grant Funding Strategies
- Grant Application Schedule
- Updated Existing Conditions XPSWMM Model



- Proposed Conditions XPSWMM Model (Three (3) Proposed Alternatives)
- Proposed Conditions Exhibits

Schedule

The work described in this agreement will be performed in accordance with the attached schedule and as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached schedule. Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

If you have any questions, please contact me at 630-393-3060x23 or mmichalisko@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Marty Michalisko, PE, CFM
Principal



Manhour and Cost Budget
 Village of Downers Grove
St. Joseph Creek South - Stream Corridor Assessment - DR-022

Prepared By
 Engineering Resource Associates, Inc.
 Thursday, October 27, 2016

TASKS	PM	ESD	DE	EE	PLS	SCC	SCT	GIS HOURS	% OF HRS	TOTAL COST
	\$154.00	\$120.40	\$107.80	\$100.80	\$114.80	\$81.20	\$100.80	\$70.00		
Scope of Services										
1. Meetings/Coordination	4	4	0	0	0	0	0	8	2.4%	\$1,098
2. Data Gathering	0	2	2	8	0	0	0	12	3.5%	\$1,263
3. Wetland Delineation	0	8	0	16	0	0	0	24	7.1%	\$2,576
4. Topographic Survey and Base Plans	2	0	0	0	8	64	24	106	31.2%	\$9,402
5. Hydrologic/Hydraulic Modeling	20	0	64	0	0	0	0	100	29.4%	\$11,099
6. St. Joseph Creek South Concept Plan and Report	8	2	32	8	0	0	8	82	24.1%	\$8,215
7. Agency Permitting	0	0	2	2	0	0	0	4	1.2%	\$417
8. Funding & Grant Applications	0	2	0	2	0	0	0	4	1.2%	\$442
Project Totals	34	18	100	36	8	64	32	340	100.0%	
	10.0%	5.3%	29.4%	10.6%	2.4%	18.8%	9.4%	14.1%	100.0%	
	SUBTOTAL: \$34,513									

Direct Costs (0% Markup)	Amount
Printing	\$250
Mileage	\$100
SUBTOTAL:	\$350
TOTAL (not-to-exceed):	\$34,863

Village of Downers Grove Project No. DR-02216

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:

Engineering Resource Associates, Inc.

Date: 9-14-16

Company Name

MMichalisko@eraconsultants.com

3s701 West Avenue, Suite #150

Email Address

Street Address of Company

Marty Michalisko

Warrenville, IL 60555

Contact Name (Print)

City, State, Zip

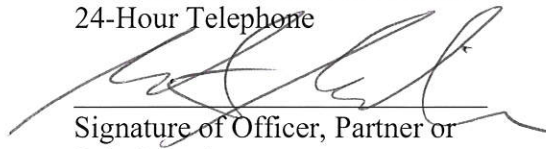
630-918-0273

630-393-3060

24-Hour Telephone

Business Phone

Not Available



Signature of Officer, Partner or Sole Proprietor

Fax

Marty Michalisko, Principal/Project Manager

Print Name & Title

ATTEST: If a Corporation

 John Mayer

Signature of Corporation Secretary Vice-President

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.

Village of Downers Grove Project No. DR-02216



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Engineering Resource Associates, Inc.
ADDRESS: 3s701 West Avenue, Suite #150
CITY: Warrenville
STATE: IL
ZIP: 60555
PHONE: 630-393-3060 FAX: Not Available
TAX ID #(TIN): 36-3686466

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- 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: 9-14-16

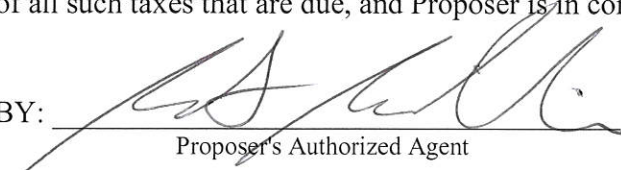
Village of Downers Grove Project No. DR-02216

PROPOSER'S CERTIFICATION

With regard to St Joseph Creek South Stream Corridor Assessment DR-022, proposer Engineering Resource Associates, Inc. hereby certifies the following:
(Name of Project) (Name of Proposer)

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

BY:


Proposer's Authorized Agent

3 6 - 3 6 8 6 4 6 6

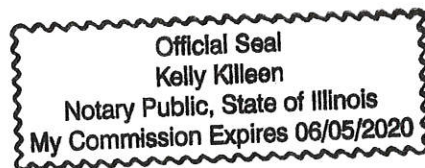
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 14 day of September, 2016.



Notary Public



Village of Downers Grove Project No. DR-02216

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Jon Green

Vice-President

Secretary: John Mayer

Principals

Treasurer: Marty Michalisko , Jacob Wolf

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 Project No. DR-02216

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: Holmes Murphy and Associates

Agent: Paula Dixon

Street Address: 311 S.W. Water Street, Suite #211

City, State, ZIP: Peoria, IL 61602

Telephone Number: 800-527-9049

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

Print Name of Company: Engineering Resource Associates, Inc.

Print Name and Title of Authorizing Signature: Marty Michalisko, Principal/Project Manager

Signature: 

Date: 9-14-16

Village of Downers Grove Project No. DR-02216

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: Engineering Resource Associates, Inc.

Address: 3s701 West Avenue, Suite #150

City: Warrenville, IL Zip Code: 60555

Telephone: (630) 393-3060 Fax Number: () Not Available

E-mail Address: MMichalisko@eraconsultants.com

Authorized Company Signature: 

Print Signature Name: Marty Michalisko Title of Official: Principal

Date: 9-14-16

Village of Downers Grove Project No. DR-02216

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.

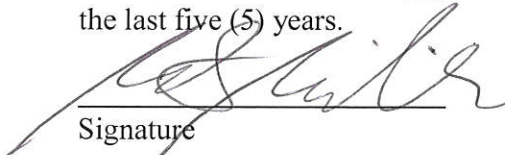
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Marty Michalisko
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