

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
12/6/2016

SUBJECT:	SUBMITTED BY:
Award of Contract for Engineering Services, Stormwater Improvements in Area Northwest of Belmont and Burlington	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering and survey services related to Community Investment Plan project SW-080, for work in the West Burlington area, to Engineering Resource Associates (ERA) of Warrenville, Illinois in the amount of \$70,433.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY16 Budget includes \$1,650,000 in the Stormwater Fund for these services (Page 4-29, Line 21) and FY17 Budget contains \$2,500,000 in the Stormwater Fund (Page 4-19, Line 21) for these services.

RECOMMENDATION

Approval on the December 6, 2016 consent agenda.

BACKGROUND

The area shown on Exhibit A was annexed to the Village in 2012. The 2014 Flood Study identified two sites for improvement within this area, referred to as Sites 8 and 17 in the report. Site 8 currently drains via a combination of storm sewers, culverts and ditches. During significant storm events, water flows across Haddow, and flooding occurs in adjacent homes on the east side of the street. Site 17 lacks significant drainage infrastructure. In the April 2013 rain event, residents reported the flooding of structures, and significant side yard flows, and other nuisance yard flooding.

To address these issues staff reviewed proposals from six (6) pre-qualified engineering firms to complete engineering and surveying services. These services include a topographic survey and drainage study of an estimated 14,300 linear feet of roadway and associated right-of-way, as well as the preparation of construction drawings to improve drainage in Sites 8 and 17.

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

Map

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Stormwater Management Engineering Services for West Burlington Area

Proposal No.: SW-080-16

Proposal Due: Thursday, November 10, 2016 @ 10:00 A.M. –
Public Works Facility, 5101 Walnut Avenue
Downers Grove, IL 60515

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Date Issued: Friday, October 28, 2016

This document consists of 34 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:

KERRY BEHR, PE, CFM
STORMWATER ADMINISTRATOR
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5489
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 PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

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

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I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Thursday, November 10, 2016 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: KERRY BEHR, PE, CFM, in a sealed envelope marked "SEALED PROPOSAL for STORMWATER MANAGEMENT ENGINEERING SERVICES FOR WEST BURLINGTON AREA." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

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proposer and will not be reimbursed by the Village.

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

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

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

4. RESERVED RIGHTS

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

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II. TERMS AND CONDITIONS**5. VILLAGE ORDINANCES**

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

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

9. SEXUAL HARASSMENT POLICY

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

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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

12. PREVAILING WAGE ACT

- 12.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Proposer or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 12.2 Proposer and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 12.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 12.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that

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the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

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

13. PATRIOT ACT COMPLIANCE

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

14. INSURANCE REQUIREMENTS

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

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of any person other than the Proposer's employees;

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

15. CAMPAIGN DISCLOSURE

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

16. SUBLETTING OF CONTRACT

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

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

17. TERM OF CONTRACT

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

18. TERMINATION OF CONTRACT

18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of 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.

19. BILLING & PAYMENT PROCEDURES

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

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

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

20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

21. STANDARD OF CARE

21.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the

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profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

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

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

22. GOVERNING LAW

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

23. SUCCESSORS AND ASSIGNS

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

24. WAIVER OF CONTRACT BREACH

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

25. AMENDMENT

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

26. NOT TO EXCEED CONTRACT

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

27. SEVERABILITY OF INVALID PROVISIONS

27.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any

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state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

28. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

29. COOPERATION WITH FOIA COMPLIANCE

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

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III. DETAIL SPECIFICATIONS

1. REQUEST

1.1 The Village of Downers Grove (Village) is requesting Proposals for professional services from previously-qualified engineering firms (CONSULTANT) to provide stormwater management engineering services for the projects identified within this RFP. The firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place.

1.2 Project Description

This project contains four components:

- Topographic survey of drainage study area
- A drainage study and stormwater report
- Final engineering plans and specifications for Sites 8 and 17 within the drainage area
- Establishment of two permanent DuPage County benchmarks.

Topographic Survey

A topographic survey of the project limits as defined on Exhibit A. There is an estimated 14,300 linear feet of roadway survey required. It should be noted that the Village has topographic survey for those areas between Haddow and Burlington for Grandville Avenue, Drendel Road, Cross Street, and Francisco Avenue. The Village will provide this information to consultant. Consultant shall incorporate this data into the survey. As part of this survey work, consultant will be responsible for placement of ten (10) equidistant stakes along the south right-of-way line of Burlington Avenue to identify the BNSF right of way limits. Cost for survey work of Sites 8 and 17 shall be excluded from this component, as it is included in the design of sites 8 & 17 below.

Drainage Study & Stormwater Report

As part of the Village's 2014 Stormwater Project Analysis, the Village set a goal to provide a minimum uniform standard of Drainage Infrastructure to all properties within the Village. A standard storm event that would be greater than 95% or more of all separate rainfall events that occur in an average given year was defined as the "Service Level Drainage Event". The 2-year, 6 hour event is to be served by new storm sewers. The 10-year, 6 hour event is to be served by a combination of storm sewers and overflow swales or ditches. The full report with details can be found at:

<http://www.downers.us/govt/village-budget/stormwater-project-analysis-report-2014>

The Village wishes to obtain a drainage study of the area shown in Exhibit B that will review the current infrastructure and identify locations in the study area that fall below the "Service Level Drainage Event" criteria.

The Village has identified some particular areas of concern including, but not limited to,

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the following locations: the intersection of Walnut Avenue and Burlington Avenue, Drendel Road south of Indianapolis Avenue, and the vicinity of Haddow Avenue and Puffer Road. Other areas may be identified based on analysis of the study area, field visits, or through resident feedback provided from the Village.

Final Engineering/Plans/Specifications

The Village is requesting final engineering plans, specifications and topography for two specific problem areas identified within the drainage study area known as Sites 8 and 17. There is an estimated 1,600 linear feet of street survey and 620 of alley survey required for these areas. Descriptions of the areas are as follows:

Site 8:

A combination of storm sewers, culverts and ditch along the east side of Chase Avenue, south of Haddow Avenue, serve a substantial tributary area from the north, as well as flow from adjacent residences. During significant storm events, water flows across Haddow, and flooding occurs in adjacent homes on the east side of the street. This area is shown on Exhibit C.

Potential solutions may include designing a dedicated flow path consisting of additional storm sewer and/or re-ditching and grading.

Sites 17-1 and 17-2

The drainage pattern in this area is generally from the northeast to the southwest towards Burlington Avenue, with drainage occurring mainly through sideyards and along roadways without significant drainage infrastructure. In the April 2013 rain event, residents reported significant yard ponding that led to the flooding of structures, and significant sideyard flows, causing nuisance flooding. This area is shown on Exhibit D.

Proposed solutions for Site 17-1 may include constructing inlets and storm sewers on the west side of Francisco to drain southerly to the south Burlington Ave right-of-way. Existing ditch located west of Francisco to be extended to the east to accommodate the new line.

Proposed solutions for 17-2 may include constructing an inlet and storm sewer in the alley running east-west between Francisco and Cross Streets to intercept drainage that accumulates in the right-of-way and in yards of homes to the south. The sewer would drain westerly, joining the existing storm sewer located on Cross Street. The existing pipe(s) should be evaluated for capacity.

As part of the survey work for Sites 8 and 17, five (5) stakes shall be placed along the south right-of-way line of Burlington Avenue, with approximate locations determined by the Village.

Benchmark Establishment

Establishment and installation of two (2) permanent DuPage County benchmarks.

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

1.3 Scope and Schedule*Topographic Survey*

All topographic information acquired as necessary to support a constructible plan set in the future for areas identified in Exhibit A. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:

- Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
- All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic data of the identified segments in AutoCAD Civil3D (v.2013 or later) supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Data shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. Surface data shall also be provided. Copies of all support files (.shx, .ctb., .xml, etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical, and telephone, and sewers. No digging for elevation verification of utilities will be required.
- Supply detailed information for all storm and sanitary sewer structures, pipes, culverts, end sections, etc., water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits.
- Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation, and elevations of roadway and driveway pavement over culverts.
- Locations and identification of all above ground features; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
- Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

- Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Contour lines plotted throughout the project with high points or low points indicated between similar contours.
- Providing compatible drawing files (AutoCAD Civil3D 2013 or later) on compact disk or other media approved by the Village.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
- Placement of at least two temporary benchmarks located outside the limits of construction at each final design site area.

Drainage Study/Stormwater Report

Desired activities shall include:

- Drainage report identifying areas without "Service Level Drainage Event" infrastructure
- Conceptual level plans/exhibits showing proposed improvements within the drainage area
- 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
- Anticipate three (3) meetings with Village staff and/or DuPage County to discuss project alternatives and one (1) possible residential meeting hosted by the Village
- Anticipated schedule based on receiving a Notice to Proceed in early December

Final Engineering/Plans/Specifications

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate for Sites 8 and 17. The topographic survey shall be performed by an Illinois-licensed surveyor and shall be prepared per the requirements above.

Additional work includes the following:

- a. Final Plans shall include:
 - Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan and Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Landscape Plans (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work

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- b. Cost estimate for 50%, 90% and final plans.
- c. Specifications and Special Provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.
- d. Permit Submittals - Application for any required permits (i.e. Railroad, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work (if required) to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Consultant must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal, including potential wetland delineation/determination. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP.
- e. The Consultant will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by Consultant), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village. Consultant will be responsible for placement of ten (10) equidistant stakes along the south right-of-way line of Burlington Avenue to identify the BNSF right of way limits which shall remain in place throughout the duration of construction.
- f. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.
- g. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

Benchmark Establishment

Establishment and installation of two (2) permanent benchmarks abiding by DuPage County Benchmark Protocol within the study area. Location of permanent benchmarks to be determined by Village.

2. PROPOSAL REQUIREMENTS**2.1 Quantity and Format**

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

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

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

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

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on November 10, 2016**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

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

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

2.4 Consultant Selection

Consultant Selection will be based on the following:

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

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

2.5 Pre-Proposal Field Review

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

3. **PROJECT DELIVERABLES**

3.1 General

The Consultant shall provide the following deliverables not later than the time specified, as appropriate for each component:

Topographical survey data, constructible plans, specifications, special provisions, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. The cost estimates shall be in Microsoft Excel format. Specifications shall be in Microsoft Word format.

3.2 Deliverables schedule

Topographic Survey

- To be coordinated with schedule of stormwater report and final designs below.

Stormwater Report

- One (1) hard copy and (1) electronic copy of pre-final stormwater report due May 5, 2017
- One (1) hard copy and (1) electronic copy of final stormwater report due May 26, 2017
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

Final Design for areas 8, 17-1, and 17-2:

- Four (4) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 50%, 90% and 100% submittals.
- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due March 31, 2017
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due May 5, 2017
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due May 26, 2017
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.

Benchmarks:

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

- Set prior to May 26, 2017.

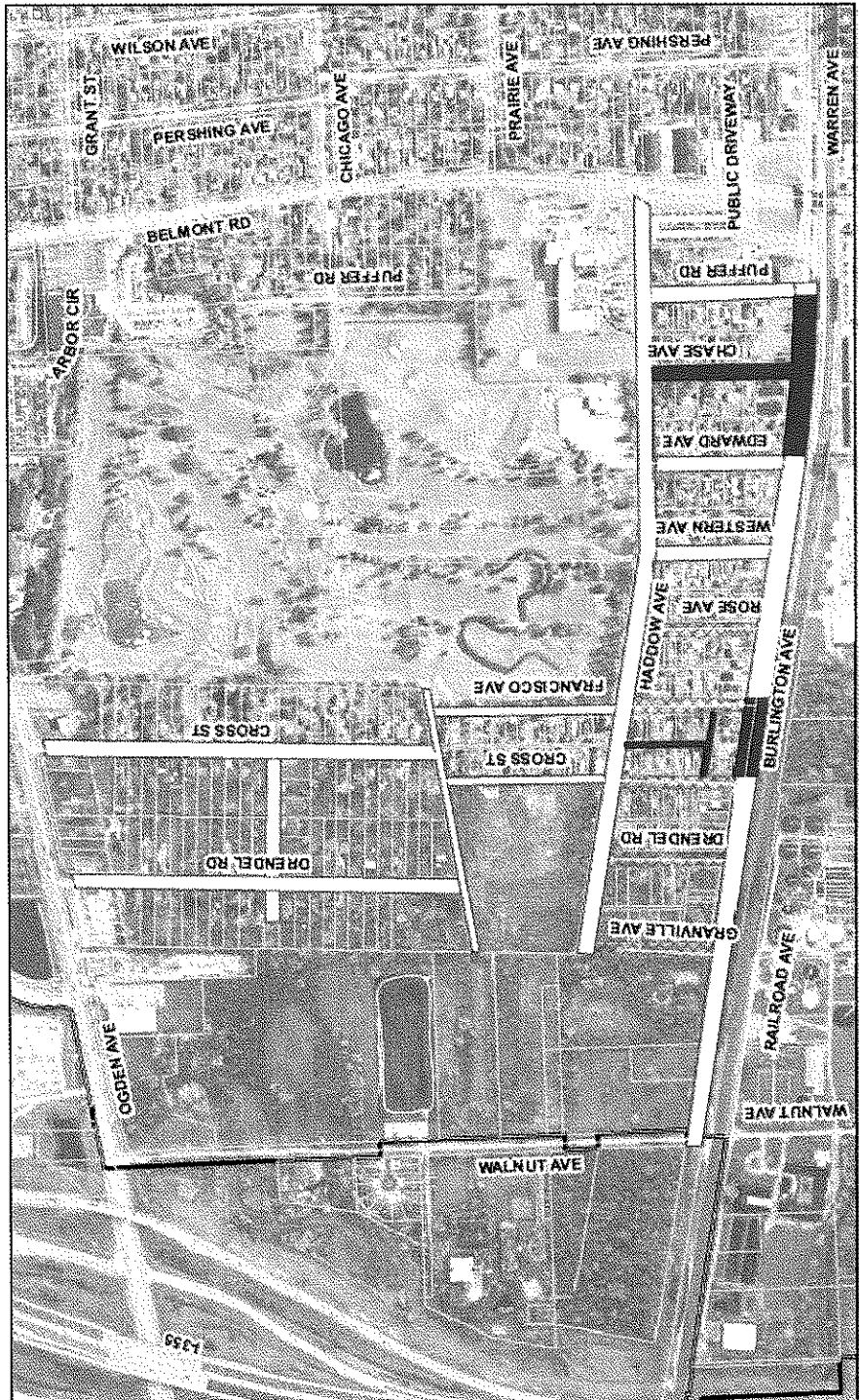
4. CONTACTS





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

Kerry Behr, PE, CFM
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5489
Fax 630-434-5495

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

EXHIBIT A: TOPOGRAPHICAL SURVEY BOUNDARIES



-  Topography for Site 8 and 17
-  Topography for Drainage Study
-  No Topography Required
-  Parcels

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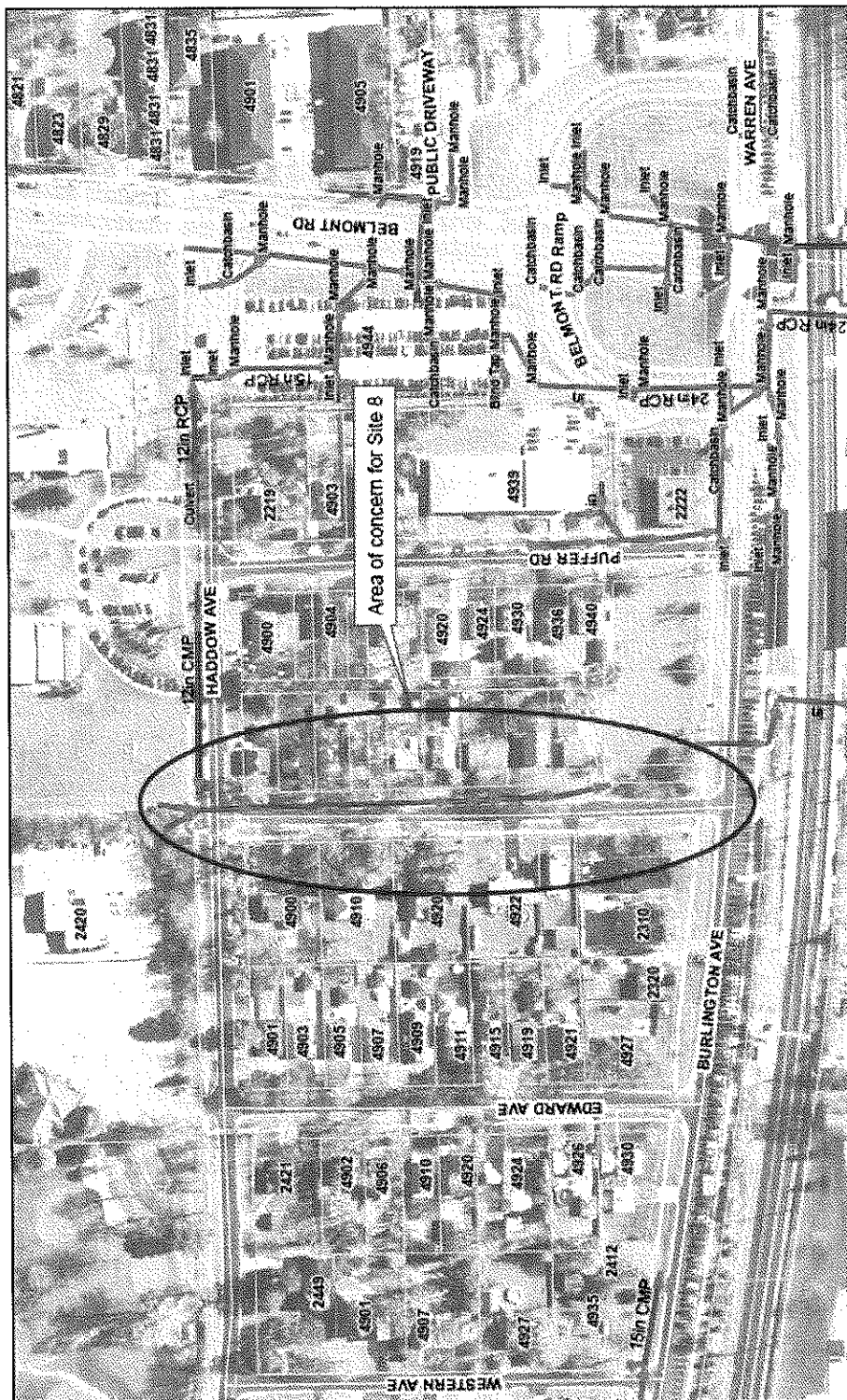
EXHIBIT B: DRAINAGE STUDY AREA



Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area



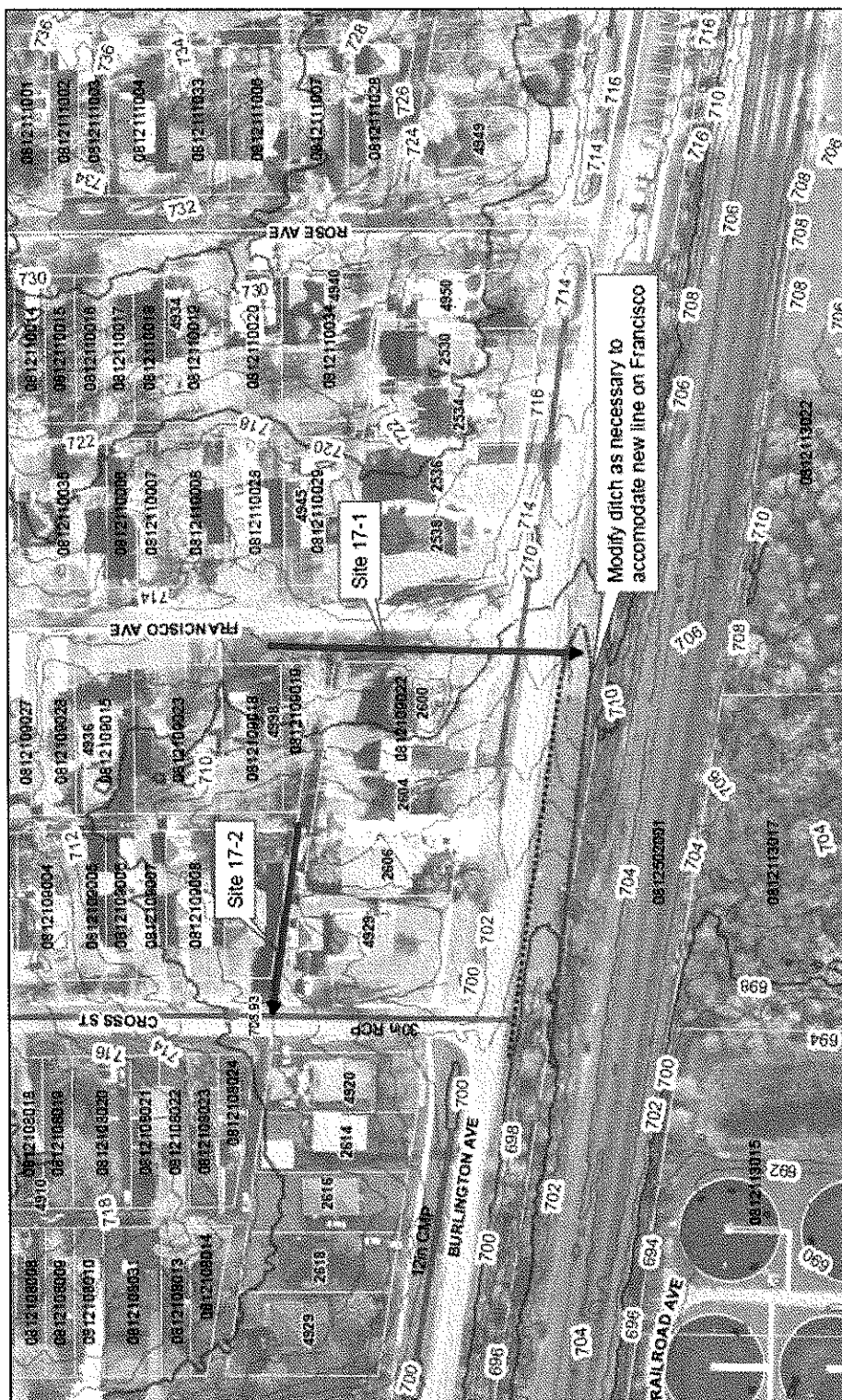
EXHIBIT C: SITE 8 - CHASE FROM HADDOW TO BURLINGTON



Existing Storm Pipes
 Parcels

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EXHIBIT D: SITE 17 - FRANCISCO AND BURLINGTON



Existing Storm Pipes
Parcels

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

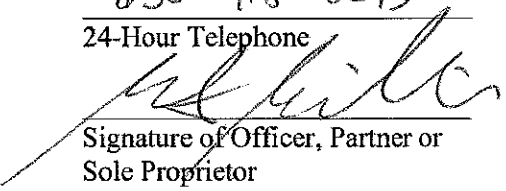

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
<u>ENGINEERING RESOURCE ASSOCIATES, INC.</u> Company Name	Date: <u>11/18/16</u>
<u>3 S 701 WEST AVENUE</u> Street Address of Company	<u>MMICHALISKO@ERACONSULTANTS.COM</u> Email Address
<u>WARRENVILLE, IL. 60555</u> City, State, Zip	<u>MARTY MICHALISKO</u> Contact Name (Print)
<u>630-393-3060</u> Business Phone	<u>630-918-0273</u> 24-Hour Telephone
<u>N/A</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>PRINCIPAL</u> Print Name & Title
 Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area



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 Assoc, Inc.
ADDRESS: 35701 West Ave, Suite 150
CITY: Warrenville,
STATE: IL
ZIP: 60555
PHONE: 630-393-3060 FAX: 630-393-2152
TAX ID #(TIN): 36-3686466

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

~~REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):~~

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Handwritten Signature]

DATE: 11-17-16

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Engineering Resource Associates, Inc.
Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
35701 West Avenue, Suite 150
City, state, and ZIP code
Warrenville, IL 60555

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-					

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
3	6	-	3	6	8	6	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date ▶ **November 17, 2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

PROPOSER'S CERTIFICATION

With regard to STORMWATER MANAGEMENT ENGINEERING
SERVICES FOR WEST BURLINGTON Proposer ENGINEERING RESOURCE ASSOC 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.
5. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

BY: [Signature]
Proposer's Authorized Agent

36-3686466

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 18TH day of NOVEMBER, 2016.

[Signature]
Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of ENGINEERING RESOURCE ASSOCIATES, INC., and the full names of its Officers are as follows:

President: JOHN P. GREEN

Secretary: MARTY MICHALSKO
PRINCIPAL

VICE PRESIDENT: JOHN MAYER

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

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

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

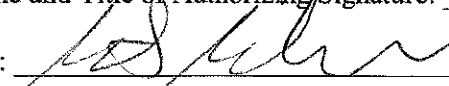
5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name The Hartford
Agent Paula Dixon / Holmes Murphy
Street Address 311 S. Water Street #211
City, State, Zip Code ~~Downers Grove~~ 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 MICHALSKO PRINCIPAL

Signature: 

Date: 11/18/16

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

Apprenticeship and Training Certification

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

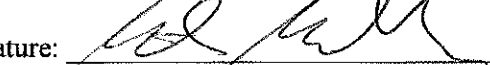
Name of Bidder: ENGINEERING RESOURCE ASSOCIATES, INC.

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

ENGINEERING

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

Print Name and Title of Authorizing Signature: MARTY MICHALISKO PRINCIPAL

Signature: 

Date: 11/18/16

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

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: 3 S 701 WEST AVENUE

City: WARRENVILLE Zip Code: 60555

Telephone: (630) 393-3060 Fax Number: () N/A

E-mail Address: MMICHALISKO@ERACONSULTANTS.COM

Authorized Company Signature: 

Print Signature Name: MARTY MICHALISKO Title of Official: PRINCIPAL

Date: 11/18/16

Village of Downers Grove – Stormwater Management Eng. Services for West Burlington Area

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.

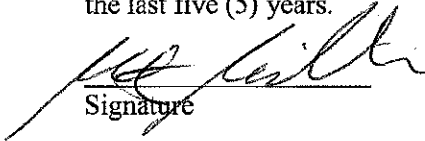
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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: _____

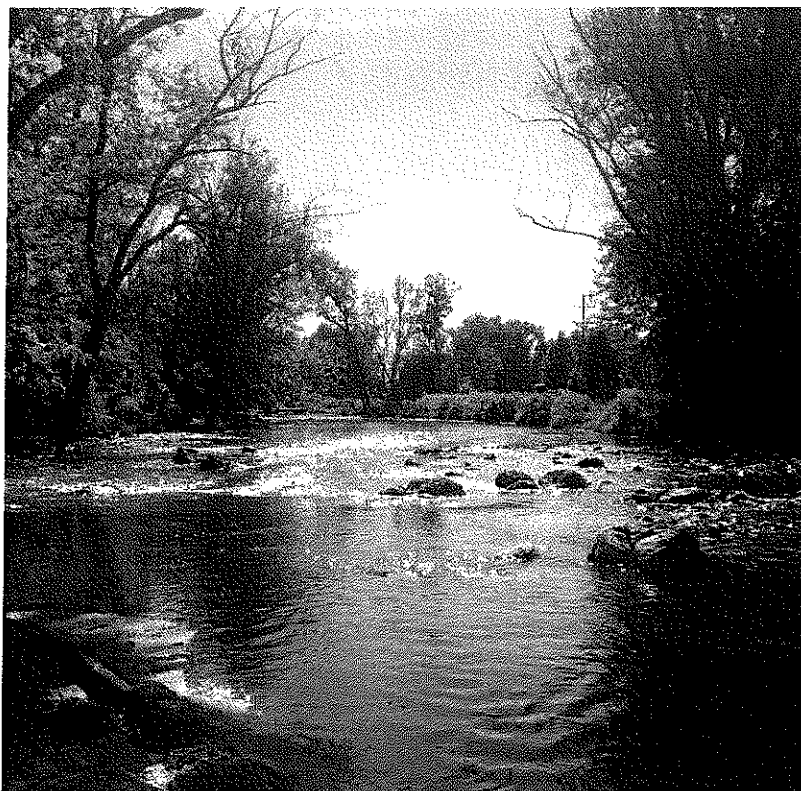
Year contribution made: _____ Amount: \$ _____

Signature

Print Name



ENGINEERING
RESOURCE ASSOCIATES



Proposal for:

Stormwater Management Engineering Services for
West Burlington Area, SW-808-16

Prepared for:

Village of Downers Grove
Stormwater Administrator
Attn: Kerry Behr, PE, CFM
5101 Walnut Avenue
Downers Grove, IL 60515

Due: November 10, 2016 at 10:00AM

Revised: November 17, 2016

Primary Contact:

Marty Michalisko, PE, CFM
Principal/Project Manager
3S701 West Avenue, Suite 150
Warrenville, IL 60555
P: 630-393-3060
MMichalisko@eraconsultants.com

Warrenville | Chicago | Champaign



ENGINEERING
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

November 9, 2016

Ms. Kerry Behr
Stormwater Administrator
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

**Subject: Proposal for Stormwater Management Engineering Services for West Burlington Area
Proposal #SW-080-16**

Dear Ms. Behr:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for the Stormwater Management Engineering Services for West Burlington Area. The proposal is based upon your request for proposal, our previous experience on similar projects, and our recent field visit to the site.

Project Understanding

The Village of Downers Grove has experienced significant flooding within the residential area known as the West Burlington Area. The limits of the residential area are approximately Walnut Avenue to west, railroad tracks to the south, Belmont to the east and Route 34 to the north. The majority of the problems in the area appear to be caused by the lack of any typical residential subdivision drainage system. The existing area is drained by minimal storm sewer and limited areas of ROW ditch and culvert drainage. Other than that it appears the majority of the area sheet flows in an uncontrolled manner contributing to local flooding. The Village of Downers Grove is now seeking to complete four projects that will lead to a drainage plan for the neighborhood and complete a small section of sewer and ditch improvements. The four projects are described below. A detailed scope of services and engineering costs for each of the four projects are also included in this proposal.

Topographic Survey – This project entails a full ROW survey as outlined in Exhibit A. This encompasses approximately 14,300 linear feet of residential street ROW. Included in the survey is the establishment of 10 equidistant stakes along the south right-of-way line of Burlington Avenue to distinguish between railroad property and public ROW.

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 Gaten Drive
Champaign, IL 61821
P 217.351.6268

Drainage Study and Stormwater Report – The project consists of a drainage study of the residential area known as the West Burlington Area. The drainage study has two components to it. The first is to size a storm sewer and ditch and culvert system to convey the 2-year and 10-year storm events respectively for the entire area. The second is to analyze in more detail site specific areas that have been identified as known problem areas. Three of these areas have already been identified and it is anticipated that a few more maybe identified from residential questionnaires. For the purpose of this proposal a total of 5 site specific areas have been included for more detailed study.

Final Engineering/Plans/Specifications - This project entails completing final design documents for storm sewer improvements on Chase Avenue from Haddow Avenue to Burlington Avenue, on Francisco Avenue from 4998 Francisco to the Burlington Avenue ditch, and within and alley between Francisco Avenue and Cross Street. Improvements also include extending the Burlington Avenue ditch east in order to accommodate the new storm sewer on Francisco Avenue. The limits of the anticipated improvements are shown as Exhibits C and D. A significant tributary from the north causes water to flow across Haddow causing flooding to structures on the east side of Chase Avenue.

Benchmark Establishment – Establishment and installation of two (2) permanent benchmarks abiding by DuPage County protocol within the West Burlington residential area. Location of the benchmarks will be determined by the Village.

Scope of Services

The anticipated Scope of Services (Scope) for the four anticipated projects are described below.

TOPOGRAPHIC SURVEY

1. Topographic Survey and Base Plan:

1.1. A topographic survey of the study area as shown in Exhibit A 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. This task does not include performance of a property boundary survey.

1.1.1. Prepare a base map of existing conditions. Survey and geospatial data will be downloaded and combined with other acquired data (e.g. extend site specific 1-ft survey with Village 2-foot topography, utilities and property boundaries) to produce the base plan. The base plan will show plan and profile of the ROW, topography, estimated property boundaries, easements, structures, utilities, centerline with stationing, 10-year & 100-yr floodplain elevations, floodway boundary, wetland boundaries, etc.

1.1.2. Place 10 equidistant stakes along the south ROW line of Burlington Avenue to identify the BNSF ROW limits.



DRAINAGE STUDY & STORMWATER REPORT**1. Meetings & Coordination:**

- 1.1. Facilitate three meetings with the Village to discuss project issues, design alternatives and refine the concept plan. We will invite DuPage County to the meetings to discuss funding strategies if there is potential for outside funds.
- 1.2. Attend 1 residential meeting to discuss flooding issues and potential alternatives.
- 1.3. General phone and email coordination with the Village.

2. Data Gathering:

- 2.1. Perform a field visit of the project area. ERA will utilize our handheld GPS unit (Promark 120 which gets sub-meter accuracy) to assist in the visit. The collector can take photos, video, voice recordings, ground shots, etc. Relevant 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. Obtain CAD files for completed surveys in the area.
- 2.4. As-built or grading plans from single family home developments from the study area, where available, will be provided by the Village.
- 2.5. Existing public utility atlas information from the Village in a GIS geodatabase file.
- 2.6. Property ownership information provided by the Village.
- 2.7. Existing private utility information from the local electrical, cable, telephone and gas providers.
- 2.8. Resident questionnaires

3. Service Level Drainage Event Hydrologic/Hydraulic Analysis:

- 3.1. Storm Sewer Analysis – ERA will size storm sewer for the area for the 2-year, 6-hour event. This will be done using XPSWMM. Tributary areas will be broken down into small sub-basins approximately every 300-feet along rights-of-way and at intersections to simulate standard inlet spacing. ERA will review topographic information to make sure storm sewer can be installed low enough to allow for rear yard drainage problems to potentially tie into any new system.
- 3.2. Ditch and Culvert Analysis – ERA will size ROW swales to convey the 10-year, 6-hour event. ERA will use XPSWMM modeling and general manning's equation analysis to size swales. ERA will evaluate the residential areas for appropriate locations to direct swales off the ROW and safely into receiving drainage systems.

4. Site Specific Hydrologic/Hydraulic Analysis:

- 4.1. Using the modeling established in task 3, ERA will further evaluate site specific flood prone areas identified in the West Burlington Area. The Village has already identified the intersection of Walnut and Burlington, Drendel south of Indianapolis, and the intersection of Haddow and Puffer. A few more areas may be identified as part of the study and from resident questionnaires. ERA will evaluate these areas beyond the 2-year and 10-year flood events. The analysis will include the 25-year, 50-year and 100-year storm events. For the purpose of this



proposal it is assumed that 5 site specific areas will be looked at with 2 to 3 alternatives per area.

5. Concept Plans:

5.1. Service Level Concept Plans – An overall concept plan will be prepared for the West Burlington Area. The concept plans will show storm sewer size and approximate location to meet the 2-year storm event throughout the study area. Concept plans will provide typical ROW ditch cross-section and ditch location recommendations through the area that meet the 10-year storm event. Plans will also identify locations where lowering the road profile is recommended to improve drainage.

5.2. Site Specific Concept Plans – Concept plans will be prepared for the site specific flood prone areas. The plans will show the selected design alternative and their impact on flooding for the 2-, 10-, 25-, 50-, 100-year flood events.

6. Cost Estimates – Engineers Opinion of Probable Costs will be prepared for the service level improvements and for the recommended site specific improvements; as identified in Task 5.1 and 5.2.

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.

9. Drainage Report

9.1. ERA will prepare a summary drainage report that identifies the required Service Level Drainage Improvements and recommended Site Specific Flood Improvements. Report will contain exhibits and summary tables identifying those areas requiring proposed stormwater improvements.

FINAL ENGINEERING/PLANS/SPECIFICATIONS

1. Meetings & Coordination:

1.1. Facilitate four meetings with the Village to discuss project issues. It is anticipated that the meetings will occur at the kickoff stage, 50%, 90%, and pre-final plans.

1.2. General phone and email coordination with the Village.



2. Topographic Survey and Base Plans:

2.1. A topographic survey of the study area as shown on Exhibits C& D 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. This task does not include performance of a property boundary survey.

2.1.1. Prepare a base map of existing conditions. 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 ROW, topography, estimated property boundaries, easements, structures, utilities, centerline with stationing, 10-year & 100-yr floodplain elevations, floodway boundary, wetland boundaries, etc.

2.1.2. Place 5 equidistant stakes along the south ROW line of Burlington Avenue to identify the BNSF ROW limits.

3. Wetland Determination/Delineation:

3.1. A wetland determination/delineation will be performed to identify the limits of the regulatory wetlands and Waters of the U.S. within the ditch located just south of Burlington. 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. Data Collection:

4.1. Obtain DuPage County 2-foot topographic data, aerial photography, wetland mapping, parcel data, etc. for creation of base plan.

4.2. As-built or grading plans from single family home developments from the improvement area, where available, will be provided by the Village.



- 4.3. Old roadway and improvement plans for ROWs from Village.
 - 4.4. Topographic surveys of the surrounding areas.
 - 4.5. Resident flooding questionnaires from impacted residents.
 - 4.6. Existing public utility atlas information from the Village in a GIS geodatabase file.
 - 4.7. Property ownership information provided by the Village.
 - 4.8. Existing private utility information from the local electrical, cable, telephone and gas providers.
5. Utility Coordination: ERA will perform a design JULIE to identify public utilities in the area. ERA will submit base, plans, 65%, 95%, and 100% design plans to the utility companies for review and comment. ERA will coordinate with the utility companies to continually refine their scope of work and construction schedule to help ensure that the project does not get delayed due to relocation of any utilities.
6. Plans, Specs, Estimates (50%, 90%, 100%)
1. This task includes the preparation of PS&E (50%, 90%, 100%) for the storm sewer improvements. It is anticipated that plans will include the following sheets:
 - a. Cover Sheet and Location Map
 - b. General Notes and Typical Sections
 - c. Summary of Quantities and Schedule of Quantities
 - d. Alignment, Ties and Benchmarks
 - e. Traffic Control Plans and Details
 - f. Plan and Profile Sheets
 - g. Utility Plans
 - h. Stormwater Pollution Prevention Plans
 - i. Restoration Plans
 - j. Tree Removal and Preservation Plans
 - k. Construction DetailsThis task includes the preparation of specifications and an engineer's opinion of probable construction cost.
7. Permitting Assistance:
2. The following permits have been identified. ERA will work with the jurisdictional authorities to acquire approval. Work will include summary reports and documentation to demonstrate regulations are being met.
 - Village of Downers Grove – PS&E review and approvals
 - IEPA (NPDES/NOI) – erosion control and stormwater quality
 - Army Corps – Work within the Burlington Road Ditch may require a permit for wetland impacts or Waters of the US impacts.
 - Kane/DuPage SWCD – If the Army Corps requires a permit a submittal to Kane/DuPage SWCD will be required for erosion control methods.



Village of Downers Grove

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8. Bidding Assistance: ERA will provide bidding assistance for the project. This work will include answering bidder questions throughout the duration of the work. It is anticipated that the Village will perform the remaining of the bidding and construction assistance.

BENCHMARK ESTABLISHMENT

1. Survey: ERA will establish and install two (2) permanent DuPage County benchmarks according to section 15.33.A of the County ordinance. Deliverable includes two permanent monuments and an OPUS-RS report.

Deliverables

ERA will prepare and submit the deliverables as specified in the RFP.

Schedule

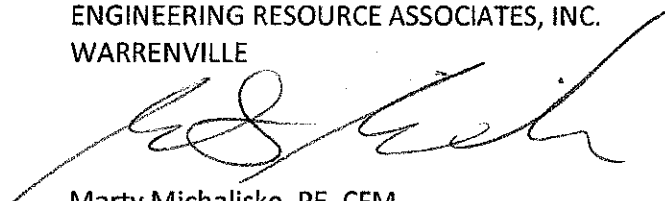
ERA will meet the deadlines as established in the RFP.

Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached schedules. 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



EXHIBIT A

