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VILLAGE OF DOWNERS GROVE Report for the Village 4/3/2018

SUBJECT:	SUBMITTED BY:
Engineering Services for Stormwater Local Drainage Project FP-3 – Deer Creek	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering and survey services to Engineering Resource Associates, Inc., of Warrenville, Illinois in the amount of \$90,387 for engineering services for stormwater local drainage project FP- Deer Creek (SW-080-18S). This amount includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY18 Budget has \$100,000 in the Stormwater Fund (Page 4-29, Line 21) for this project.

RECOMMENDATION

Approval on the April 3, 2018 consent agenda.

BACKGROUND

One of the projects identified in the 2014 Stormwater Project Analysis is Floodplain Site #3 – Deer Creek. In April 2013, at least 20 homes in this area reported structural flooding. Many residents observed water overtopping the detention basins in Westmont, both from south of White Fawn Trail, and the King Arthur Apartments to the east. The overtopping was again observed from the basin south of White Fawn Trail in the October 2017 event. In addition, many streets were flooded for extended periods of time from both the overbank flooding of St. Joe's Creek and the overtopping of detention ponds.

The scope of this RFP includes the analysis and design of improvements for smaller scale events, which is the first step to alleviate flooding in this area. A larger and more regional project is being discussed with potential project sponsors including DuPage County and the Village of Westmont. This larger project will address flooding from larger rain events, which has a tributary area of over 1,500 acres.

Staff has reviewed proposals from five (5) pre-qualified engineering firms to complete engineering and surveying services. These services include a topographic survey, drainage study, conceptual plans, and conceptual estimates.

After reviewing the proposals, Engineering Resource Associates, Ltd. was identified as the firm that best meets the needs of the Village. Staff recommends award of this contract for professional services to

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Engineering Resource Associates, Ltd. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. Engineering Resource Associates, Ltd. has provided professional services for the Village in the past with satisfactory results.

ATTACHMENTS

Contract Location Map

VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED:	Public Works	DATE:April 3, 2018
	(Name)	
RECOMMEND		FILE REF: SW-080-18S
	(H	Board or Department)
NATURE OF A	CTION:	STEPS NEEDED TO IMPLEMENT ACTION:
Ordinance		Motion to authorize execution of a contract for
Resolution	1	engineering and survey services for local drainage project FP-Deer Creek (SW-1080-18S) to Engineering
X Motion		Resource Associates, Inc. in the amount of \$82,170 plus 10% contingency in the amount of \$8,217 for a total not-to-exceed \$90,387.00.
Other		1101-10-exceed \$90,387.00.
SUMMARY OF	ITEM:	
for local drainage p	project FP-Deer Creek	execution of a contract for engineering and survey services (SW-1080-18S) to Engineering Resource Associates, Inc. tingency in the amount of \$8,217 for a total not-to-exceed
RECORD OF AC	CTION TAKEN:	

1\wp\cas 18\PW-FRA-SW-080-18S-MOT



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: <u>Stormwater Management Engineering Services for</u>

Floodplain Site #3, Deer Creek

Proposal No.: <u>SW-080-18S</u>

Proposal Due: <u>Friday, March 16, 2018 @ 11:00 A.M. –</u>

Public Works Facility, 5101 Walnut Avenue

Downers Grove, IL 60515

Pre-Proposal Conference: Tuesday, March 6, 2018 @ 11:00 A.M. –

Public Works Facility, 5101 Walnut Avenue

Downers Grove, IL 60515

Optional

Required of Awarded Contractor:

Certificate of Insurance: Yes

Original Date Issued: Wednesday, February 21, 2018

This document consists of <u>28</u> pages.

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

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

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

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

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

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

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 10 (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 the time and date set forth on Page 1 of this RFP.
- 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 Proposals shall be sent to the Village of Downers Grove, as indicated on Page 1 of this RFP, in a sealed envelope marked with the name of the project, as well as the 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.
- By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

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

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

4. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:
 - (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 1210l et. seq.

9. SEXUAL HARASSMENT POLICY

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

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

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
 - 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
 - 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and

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

11. DRUG FREE WORK PLACE

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

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

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

12. PREVAILING WAGE ACT

- 12.1 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 the contractor and subcontractor are aware that filing false records is a Class A

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

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

13. PATRIOT ACT COMPLIANCE

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

14. INSURANCE REQUIREMENTS

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

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

15. CAMPAIGN DISCLOSURE

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

16. SUBLETTING OF CONTRACT

16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract. All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

17. TERM OF CONTRACT

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

18. TERMINATION OF CONTRACT

18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of 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 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 with the exception of the unit prices for 100-linear feet of right-of-way survey and additional ½ acre of private property survey. 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. The unit prices provided will be used to increase the contract value beyond the "not-to-exceed" price.

27. SEVERABILITY OF INVALID PROVISIONS

27.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it

will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

28. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

29. COOPERATION WITH FOIA COMPLIANCE

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

III. DETAIL SPECIFICATIONS

1. 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 items 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 <u>Project Description</u>

One of the projects identified in the 2014 Stormwater Project Analysis (SPA Report) is Floodplain Site #3 – Deer Creek. In April 2013, at least 20 homes in this area reported structural flooding. Many residents observed water over-topping the detention ponds in Westmont, both from the south of White Fawn Trail and the King Arthur Apartments. The overtopping was again observed from the basin south of White Fawn Trail in the October 2017 event. In addition, many streets were flooded for extended periods of time from both the overbank flooding of St. Joe's Creek and the overtopping of detention ponds. The full report with details can be found at:

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

An initial evaluation was done shortly after the April 2013 event of the Deer Creek Subdivision (prior to the SPA Report). It should be noted, no detailed FEQ or regulatory modeling was done as part of the initial 2013 Report. Recommendations in the initial 2013 report included:

- Improve overland flow routes in at least three (3) locations
- Raise the berm on the existing detention pond(s) located in Westmont
- Analyze the effectiveness of upsizing restrictive culverts for St. Joe's Creek
- Install by-pass storm sewers
- Purchase homes
- Provide regional detention

The full 2013 initial report report with details can be viewed at the Downers Grove Public Works Office. Various other studies were also completed by the Village of Westmont in previous years and can also be viewed at Public Works. These will also be available at the Pre-proposal conference. Copies of the studies/reports will not be provided, but can be viewed at the pre-proposal conference or another scheduled time.

The purpose of this RFP is to complete a more detailed evaluation of some of the components of the reports, which will be referred to as Deer Creek Phase I, which includes:

- Topographic survey to:
 - o Identify overland flow routes
 - o Establish level of service of current storm sewer system
 - o Establish proposed storm sewer sizing to meet proposed level of service throughout the subdivision (storm sewer within 200-feet of every home)
 - o Identify low entry points of homes adjacent to flood prone areas

 Drainage Study/Report summarizing results of existing overland flow routes, proposed modifications to overland flow routes and existing and proposed storm sewer to meet level of service. This shall include conceptual plans and cost estimates for two alternatives.

1.3 <u>Scope and Schedule</u>

Topographic Survey

A topographic survey of the area identified in Exhibit A, as necessary to:

- Identify current overland flow routes from both the King Arthur Westmont Apartments and the Westmont detention basins located south of White Fawn Trail through the subdivision (include determination of where these basins overflow, and how the water makes its way through the subdivision to St. Joe's Creek). These basins are labeled as "A" and "B" respectively, on Exhibit A. Overflow routes shall be determined within the project limits which are defined by red rectangle on Exhibit A.
- Determine current top and overflow elevations of northern berm of Westmont Detention Basins (labeled as "B" on Exhibit A), located south of White Fawn Trail, and compare current elevations to original design elevations.
- Identify low entry points of all homes within project limits adjacent to existing and preliminary floodplain.
- Identify low entry points of all homes adjacent to overland flow paths within project limits.
- Determine current level of service of existing storm sewer system, both on public and on private property, within project limits.
- Prepare the Drainage Study/Report as defined in this RFP.

All topographic information acquired as necessary to complete the above. 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.
- 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.
- Detailed topography with one-foot contour intervals throughout the overland flow paths and berms in the 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.
- Providing compatible drawing files (AutoCAD Civil3D 2013 or later) on compact disk or other media approved by the Village.
- Placement of at least four temporary benchmarks.

Drainage Study/Report/Conceptual Plans/Cost Estimate Desired activities shall include:

- Determine current level of service for existing local storm sewer as detailed in report: http://www.downers.us/govt/village-budget/stormwater-project-analysis-report-2014
- Define all major overland flow routes within the subdivision. Provide computations determining current LOS of overland flow routes and improvements required to provide both 10 and 100-year LOS in overland flow route
- Recommendations to improve overland flow routes throughout the subdivision.
 This may include regrading, blocking flow paths in some locations and improving
 others, and increasing the height of the overflow berm in Detention Ponds in
 Westmont, as well as providing any associated compensatory storage, if required,
 and ensuring no negative impacts to adjacent property owners as part of any
 construction.
- Recommendations of potential modifications to creek located behind homes on Deer Path Lane to improve conveyance.
- Recommendations of modifications to berms and weirs of detention basins.
- Floodproofing recommendations to specific homeowners who flooded in April 2013 (list available at Public Works) or are in the floodplain where the proposed improvements will not impact their property.
- Inspect outlets of Detention Ponds in Westmont (as shown in exhibit) to ensure these are functioning properly and recommend any improvements/repair.
- Include any recommendations of brush removal and/or streambank stabilization work that may benefit the overall functioning of the drainage system within the 56th Street right of way.
- Provide conceptual plans (maximum of two alternatives) to bring the site up to the Village LOS. This shall include providing a storm sewer within 200-feet of each property. In addition to the typical LOS requirements, we also would like the 100-year overland flow path evaluated.
- Determine if it is possible to hydraulically disconnect the storm sewer located in the rear yards of 205/207 White Fawn Trail and install secondary system to drain this depressional area. Identify any permitting issues associated with disconnection including compensatory storage.
- 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.
- Cost estimate for conceptual plans
- Anticipate three (3) meetings with Village staff. A kick off meeting, a meeting to review concepts and a meeting at the 50% completion and at the 90% completion.

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.

Firms shall provide a project scope, as detailed in Section 1.3.

The cost shall be provided in a separate sealed envelope.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

One original and one electronic copy to be in the form of a .pdf file on a CD or preferable a flash drive shall be submitted in an $8 \frac{1}{2} \times 11$ format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Team
- Resumes of Staff (only those persons <u>not</u> included in SOQ)
- Proposed project schedule
- "Not to Exceed" Fee Proposal w/hourly breakdown (in separate sealed envelope).

The proposals shall be succinct, and directly relevant to this project. General background, firm information is not required. Maximum number of pages for consultant generated proposal information shall be approximately 10 single sided or 5 double sided. Double sided printing is allowable and encouraged. Also, please identify the physical location of the project team members.

2.2 <u>Deadline and Proposal Disposition</u>

Complete, sealed proposals shall be due NOT LATER than **the time and date set forth on Page 1 of this RFP**. 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, mileage, 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 and must be agreed to in writing by all parties who have executed the Contract.

2.4 Consultant Selection

Consultant Selection will be based on the following (in no particular order):

- 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
- Performance on previous Village projects
- Overall Not-to-Exceed Total Cost

2.5 Pre-Proposal Field Review

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

3. PROJECT DELIVERABLES

3.1 General

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

Drainage Study, conceptual plans, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Drainage study/stormwater report shall be provided as Microsoft Word document. Conceptual plans shall be provided as .pdf documents and/or Microsoft Word documents. The cost estimates shall be in Microsoft Excel format.

3.2 <u>Deliverables schedule</u>

Conceptual Plans

One (1) hard copy and (1) electronic copy of conceptual plans due by May 25, 2018.

Drainage Study/Report – 50%

One (1) hard copy and (1) electronic copy of preliminary drainage study/report due by June 15, 2018.

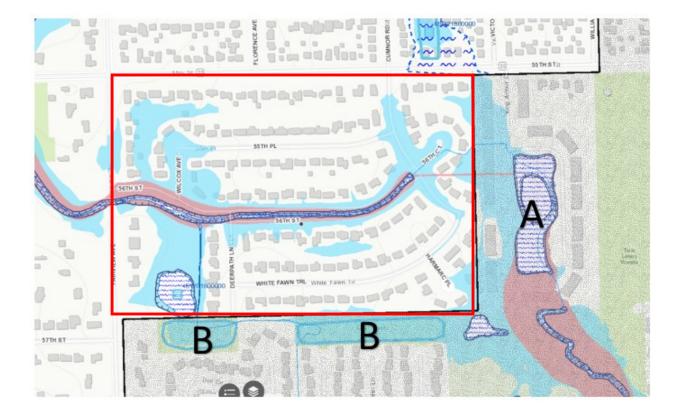
Drainage Study/Report – 100%

One (1) hard copy and (1) electronic copy of final drainage study/report due by July 13, 2018.

4. CONTACTS

All questions concerning the project and/or submittal should be directed to: Kerry Behr, PE, CFM 5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5489
kbehr@downers.us

Exhibit A



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

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

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Proposal for:

Stormwater Management Engineering Services for Floodplain Site #3, Deer Creek (SW-080-18S)

Prepared for:

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

Due: March 16, 2018 at 11 AM





Table of Contents:

Understanding/Approach
Project Schedule
Project Team
Exhibits
Proposal Forms
Not-To-Exceed Fee Proposal in a
Separate Sealed Envelope

Primary Contact:

Marty Michalisko, PE, CFM Principal/Project Manager 3S701 West Avenue, Suite 150 Warrenville, IL 60555 P: 630-393-3060 F: 630-393-2152 MMichalisko@eraconsultants.com MOT 2018-7722 Page 25 of 46



Project Approach

Project Understanding

The Village of Downers Grove has historically experienced significant flooding in the Deer Creek subdivision located south of 55th Street, east of Fairview Avenue, west of the King Arthur apartments, and north of the detention basins located just over the Village boundary. The project area is shown on Exhibits 2 & 3. Exhibit 1 demonstrates that approximately 1,500-acres are tributary to the Deer Creek subdivision. ERA has performed XPSWMM modeling of this area for the 2007 WIIP and results show that runoff appears to be much higher than the regulatory flows. The difference in runoff to the area and capacity in the King Arthur Culverts is required to be absorbed by the detention storage volume and/or by the capacity of overland flow paths through Deer Creek or significant flooding occurs. Based on historical analyses and residential complaints provided by the Village it is obvious that flooding problems have been occurring in the subdivision for many years. A minimum of 20 homes were impacted by more recent flood events. The Village of Downers Grove has looked at big picture solutions in this area as recently as 2013 and staff have been coordinating with DuPage County in looking at regional solutions. However, the Village also recognizes a need for more immediate improvements and recognizes that even if regional improvements are made defining overland flow paths through the subdivision will still be essential in reducing flooding and protecting homes. Therefore, the Village now desires to retain an engineering consultant to analyze the overland flow paths through the subdivision and provide recommendations for improvements to them and recommendations to bring service level storm sewer to within 200-feet of each home.

Project Approach

ERA is extremely familiar with the project area as we modeled it in XPSWMM in the 2007 WIIP. A detailed site visit and storm sewer survey was performed in 2007 and again as part of the proposal preparation. Based on our past work and detailed knowledge of the watershed we have prepared an "Overland Flow Path Analyses Approach" to accomplishing the desired goals of the Village.

Our Overland Flow Path Analyses approach begins with identifying the key overland flow components to simplify and organize the project. We have provided the beginnings of our approach in Exhibit 2 as we have identified 7 major overflow paths in which we proposed to analyze as part of the project. Each path will have its own survey component/budget and identify flood prone homes. We plan to analyze each overflow within one holistic XPSWMM 2D model. Our report will be organized to identify the number of homes along each overland flow path that are impacted and potential costs of those impacts. This organization will clearly show where we should focus potential overland flow improvements and where we should focus protection efforts. At first glance at Exhibit 2 it may be in the best interest of the Village to provide protection to prevent overland flow through path 4 and potentially improve the others.

Important Project Elements

XPSWMM 2D – Majority of flooding issues within the Deer Creek project area are caused by inadequate capacity within poorly defined overland flow routes. Flooding of this nature happens quickly and is typically widespread. Therefore, it can be difficult to define and visualize. ERA is proposing to use XPSWMM 2D to

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Project Approach

complete the overland flow path analysis. The 2D graphic ability to show how the water overtops, when it overtops and where it goes will be extremely powerful for a neighborhood that has dealt with these issues for 40-years. It will be extremely valuable when preparing potential improvements to show the chaos of overland flow flooding in the existing conditions to the controlled overland flow flooding of potential improvements.

Levee Experience – The ERA team has significant experience analyzing levees. We recently completed a levee inspection/design for the Village of Lincolnshire, Lisle, and Elmhurst. Based on the tributary area, improvement volume, and flows to the Westmont detention basins, the berms should be considered levees. We would recommend the Village to inspect the levees according to FEMA standards. Walking the site, it is obvious that the berm material does not currently meet standard FEMA standards.

Holistic Modeling Approach – ERA has recently completed XPSWMM modeling for the St. Joseph Creek South Branch assessment. The modeling extended to Barth Pond. As part of the 2007 WIIP ERA completed XPSWMM modeling of the storm sewer systems tributary to the St. Joseph Creek through Deer Creek and through the existing detention basins south of the subdivision. Storm sewer systems already modeled are shown on Exhibit 3. ERA is proposing to combine all these past models with the proposed overland flow modeling to create a one holistic model tributary to Barth Pond. This model can then be used in the future to analyze potential regional projects, analyze the potential of major culvert improvements, analyze downstream impacts of major culvert improvements (King Arthur culvert or Fairview culvert), analyze downstream improvements of major regional storage projects, future changes to floodplain elevations and maps, etc.

Evaluation of 55th Street Overflow – Most of overland flow flooding appears to come from overtopping of the detention facilities located south of White Fawn Trail and overflow from the King Arthur apartments. This will be a significant portion of the work; however, it is important to note that overflow flooding comes from two locations on 55th Street. The detention basin on the north side of 55th Street overtops and flows into the northeast corner of Deer Creek. ERA initially modeled the area in the 2007 WIIP and proposed buying out properties in the area. We will evaluate the overflow path as an added value to the project. In addition, ERA recently reviewed roadway improvement plans from CivilTech near the intersection of 55th and Fairview. During the review it was noted that the existing and proposed storm sewer on 55th Street will surcharge approximately 400-feet east of Fairview. The surcharging system flows into the Deer Creek subdivision at the northwest corner as shown as overflow path 7 on Exhibit 2. ERA will evaluate this overland flow path using surcharge values from the CivilTech submittal.

Overland Flow Path Approach – Our approach simplifies a complex system of overland flow paths. It will allow us to show and calculate damage for homes associated to each overflow path. Our report will be organized to identify the number of homes along each overland flow path that are impacted and potential costs of those impacts. This organization will clearly show where we should focus potential overland flow improvements and where we should focus protection efforts.

ERA Advantages

Storm Sewer Survey – ERA has completed a significant amount of storm sewer survey of areas tributary through the Deer Creek subdivision. The survey is shown in purple on Exhibit 1. ERA has also modeled the entire

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Project Approach

storm sewer run in XPSWMM as part of the 2007 WIIP. This detailed sewer analysis will be included in the overall evaluation of the Deer Creek subdivision.

ERA Added Capacity – ERA is excited to announce the hiring of Shauna Urlacher. She will manage this project and provide ERA additional capacity. She will lead a familiar team of engineers that have worked on many Downers Grove stormwater studies together in the past. Marty Michalisko will serve as the QA/QC engineer for the project.

Watershed Familiarity – Understanding how the St. Joseph Creek watershed functions is crucial in identifying flood prone structures and proposing practical and permittable alternatives that do not impact downstream properties. ERA's water resource team analyzed the watershed in detail for the Village in the 2007 WIIP. We have completed the South Branch analysis in 2017 from Main Street through Barth Pond. We will build upon these models to efficiently complete the study.

Scope of Services

The following is a summary of engineering services anticipated for successful completion of the project.

1. Meetings & Coordination – It is anticipated that four meetings will be required for the project. It is anticipated that these will consist of a Kickoff Meeting, Concept Development Meeting, 50% Completion Meeting, 90% Completion Meeting.

2. Data Gathering:

- 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.
- Obtain hydraulic models from the Village for the pond design north of 55th Street.
- Culvert plans from the Village and Westmont if available.
- Obtain DuPage County 2-foot topographic data, aerial photography, wetland mapping, parcel data, etc.
- Obtain CAD files for completed surveys in the area.
- · As-built or grading plans from the Village or Westmont.
- Existing public utility atlas information from the Village in a GIS geodatabase file.
- Property ownership information provided by the Village.
- Existing private utility information from the local electrical, cable, telephone and gas providers.
- **3. Topographic Survey** ERA will provide topographic survey as described on page 15 of the RFP. We have broken out the survey into segments on Exhibit 3 as some areas may not need to be surveyed depending on where overtopping occurs in the existing conditions hydrologic/hydraulic model. If overtopping does not occur at identified overflow paths survey may not be required and the price can be reduced accordingly.
 - Overland flow path 1 The survey includes defining the overflow path between main stem St.

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Project Approach

Joseph Creek on the Twin Lakes Golf Course and the Westmont Detention Basins. This survey also includes the overflow path between the two ponds. It is critical to understand the capacity of both segments to determine if they are critical features in the HWL upstream of the subdivision.

- <u>Detention Berms</u> The berm running from Fairview Avenue to the east side of King Arthur Apartments. The survey will include cross-sections every 25-feet and apparent low spots from base of berm to top of berm to base of berm. This will define overflow points and elevations to be modeled in XPSWMM 2D
- <u>Storm sewer/culvert survey</u> Rim, inverts, size and type of all storm sewer within the subdivision will be surveyed to determine the LOS of the existing storm sewer system. This survey includes the King Arthur Court incoming culvert, control structure, outgoing culvert, Deerpath Lane culvert, and Fairview Avenue culvert. Understanding the capacity of the major hydraulic features is necessary to establish when, how often, where, and how high overflow through the subdivision occurs.
- Overflow path 2 5 Depending on the results of the initial hydrologic/hydraulic analysis overflow paths 2-5 will be surveyed in detail. If runoff overtops at the locations predicted the overflow path will be surveyed. If overflow does not occur we will eliminate that path from the survey scope. Anticipated overflow paths are shown on Exhibit 3.
- Home low entry points We have overlaid the regulatory floodplain and anticipated overflow
 paths and have highlighted 82 structures that may be prone to flooding. We will survey the low
 entry points of these structures. The cost associated with this task will be reduce on an average
 per home basis if it is determined that some anticipated overflow paths are shown not to
 overtop.
- Overflow path 6-7 Our knowledge of the watershed from past work suggests two additional locations where runoff may overflow into the subdivision causing flood damage. Both locations are in the northern portion of the subdivision as shown on Exhibit 3. If the Village does not desire to survey these corridors or overflow is not shown in the existing analysis this can be removed from the budget.
- **4.** *Inspection and Assessments* –ERA will provide inspection and assessment services as described below. ERA will utilize our handheld GPS unit as described in task 2.
 - <u>Deer Path Lane Creek Assessment</u> ERA will evaluate the creek for potential to improve capacity.
 - <u>Detention Berms Inspection/Assessment</u> The detention basin berms act more as levees considering the volume of water they are required to hold back. ERA will use our levee assessment experience to identify shortfalls of the detention berms.
 - <u>Floodproofing Assessments</u> ERA will perform a site visit for each of the homes impacted during the 2013 flood event and provide recommendations on how individual home owners can further protect their home.
 - <u>Outlet Inspection</u> ERA will inspect the outlets of the detention ponds. It may be a good idea to run a storm sewer west to the outlet of the Deer Path Lane Creek. It appears that the HWL in the detention basin may equalize on White Fawn Trail properties.
 - <u>56th Street ROW</u> ERA will assess St. Joseph Creek within the center of the 56th Street ROW. We will look for stabilization, brush removal, sediment removal, etc. practices that may benefit the

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Project Approach

overall functioning of the drainage system.

- 5. Existing Conditions Hydrologic/Hydraulic Analysis ERA will combine and update the XPSWMM models we have completed for the 2007 WIIP (as shown in purple on Exhibit 1) and the 2017 St. Joseph Creek South analyses to establish a holistic XPSWMM model of the entire watershed. ERA will initially add berm elevations, main culvert crossings, and local storm sewers to the model to complete a preliminary existing conditions model of the area. The preliminary model will demonstrate which overland flow path is activated and survey will be collected for those paths. ERA will then complete a detailed and final existing conditions model that accurately represents the activated overland flow paths. The model will be completed in XPSWMM 2D so the policy makers and the public can visualize what occurs in the area. The model will also be used to determine the Village's current level of service for the local storm sewer system.
- **6. Alternatives Analysis** ERA will work closely with the Village of Downers Grove to develop viable flood reduction alternatives. Working closely with Village staff ERA will evaluate two different alternatives or combinations of alternatives using the existing conditions XPSWMM modeling developed as part of Task 5. It is anticipated that two alternatives will be evaluated and may consist of storm sewer improvements, disconnecting storm sewer from the main line system, increasing berm elevations, blocking overland flow paths, establishing defined overland flow paths, and culvert improvements. The modeling will be used to ensure that negative impacts do not occur on neighboring properties. It is anticipated that the proposed alternatives will be located within the limits of the anticipated model as described in Task 4 and no additional modeling outside of the project limits will be required.
- 7. Concept Plans/Exhibits ERA will prepare the following to incorporate into the final drainage report.
 - <u>Existing Conditions Exhibits</u> Information gathered from the Data Collection, Existing Conditions Field Survey, and hydrologic/hydraulic analysis tasks will be compiled to produce existing conditions exhibits. The exhibits will be constructed to show flooding graphically using color bands for the various storm events. The exhibits will be easily read and understood and will serve as the main method to identify flood risk areas. Exhibits will be developed using GIS.
 - <u>Proposed Conditions Exhibits</u> ERA will develop proposed conditions exhibits for the alternatives. The exhibits will be constructed to show proposed flooding graphically using similar color bands as the existing conditions exhibits for ease of comparison. Exhibits will be developed using GIS.
 - <u>Concept Plans</u> Concept plans will be prepared for design alternatives. The plans will be developed enough to complete accurate cost estimates. Concept plans will be developed using AutoCad.
- **8. Funding & Grant Applications** ERA will identify funding, grant opportunities, and/or partnerships early in the development of proposed alternatives. The following steps will be incorporated.
 - Identify possible partnerships.
 - · Assess grant eligibility and other funding prospects.
 - Develop strategies to increase grant funding potential.
 - Prepare schedule for completing grant applications.

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Project Approach

Completing this task concurrently with the development of proposed alternatives will allow the team to focus resources on analyzing realistic solutions. This was done as part of the St. Joseph Creek Assessment project recently completed. It allowed us to focus resources on developing an allencompassing stream restoration option rather than spending resources on different storage options that cost more and did not provide an opportunity for outside funds.

- **9. Cost Estimates** Cost estimates will be prepared for each of the identified alternatives. The analyses will consider future maintenance costs, private property restoration, property acquisition, easement acquisition, infrastructure costs, construction access, utility relocations, etc. Estimates will be prepared by our construction engineers to ensure accuracy.
- **10. Agency Permitting** ERA will identify jurisdictional authorities, their approximate permitting fees that would likely apply to each of the studied alternative, and anticipated permit schedule. ERA will identify the pros and cons associated with each alternative.
- **11. Drainage Report** ERA will prepare a watershed report. It is anticipated that the report will include a background narrative including the governing principles behind the modeling, assumptions taken in developing the modeling, flow routing diagrams, alternative analysis description, and recommendations to improve watershed flooding. To promote "buy in" from the public and political leaders the report will be structured and written in a manner that is simple to follow and understand. Graphics, charts, and tables will be utilized rather than long descriptive narrative. The report will identify potential property acquisitions and/or easements needed to construct the recommended solution.

Schedule

Below you will find our schedule for completing the proposed scope of work from above.

- 1. Kickoff meeting: March 23, 2018
- 2. Complete initial survey: April 6, 2018
- 3. Complete preliminary existing conditions modeling: April 13, 2018
- 4. Complete overflow path survey: April 20, 2018
- 5. Complete final existing conditions modeling: April 27, 2018
- 6. Complete inspections and assessments: April 27, 2018
- 7. Complete low entry surveys: May 4, 2018
- 8. Design alternatives meeting: May 1, 2018
- 9. Complete alternatives analyses: May 14, 2018
- 10. Submit conceptual plans: May 25, 2018
- 11. Submit 50% study: June 15, 2018
- 12. 50% completion meeting: June 22, 2018
- 13. Submit final drainage report: July 13, 2018
- 14. Submit final conceptual plans and EOPC: July 13, 2018



Team Chart

Stormwater Management Engineering Services for Floodplain Site #3, Deer Creeek (SW-080-18S)



^{*}All staff assigned to the project will be working out of our Warrenville office.

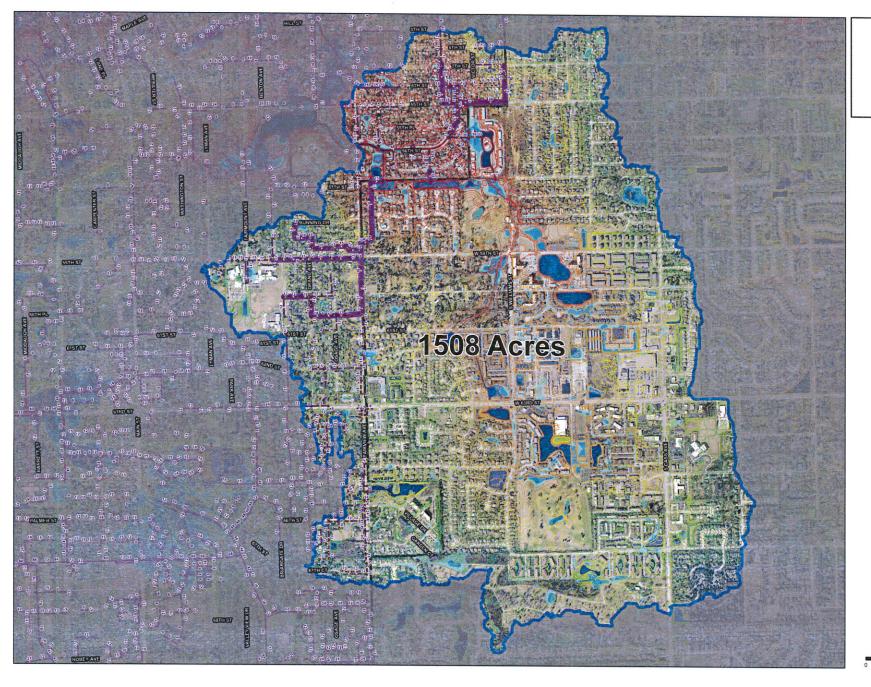


EXHIBIT 1 OVERALL FLOODING MAP VILLAGE OF DOWNERS GROVE







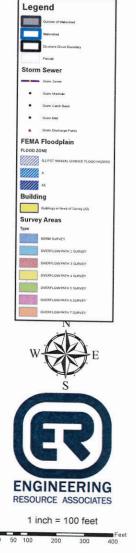
EXHIBIT 2
TARGERT AREA
OVERFLOW &
FLOODING MAP
VILLAGE OF
DOWNERS GROVE







EXHIBIT 3
TARGERT AREA
FEMA FLOODPLAIN &
SURVEY MAP
VILLAGE OF
DOWNERS GROVE



V. PROPOSAL/CONTRACT FORM

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

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

DDODOSED.	
PROPOSER:	
Engineering Resource Associates, Inc.	Date: 3-15-18
Company Name	
3s701 West Avenue, Suite 150	_MMichalisko@eraconsultants.com Email Address
Street Address of Company	
HARTONIA MARKE MANAGA DANG P. P. M.	Marty Michalisko
Warrenville, IL 60555	Contact Name (Print)
City, State, Zip	C20, 010, 0272
630-393-3060	630-918-0273
	24-Hour Telephone
Business Phone	12/4/
630-3932152	Signature & Officer Portron or
Fax	Signature of Officer, Partner or Sole Proprietor
rax	Sole Proprietor
1	Marty Michalisko, Principal
	Print Name & Title
ATTEST: If a Corporation	
C/W. Many	
Signature of Corporation Secretary - John Mayer	
VILLAGE OF DOWNERS GROVE:	
	v
	ATTEST:
Authorized Signature	
	Cionatura of Villago Claula
Title	Signature of Village Clerk
THE	
Date	Date

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



VENDOR W-9 REQUEST FORM

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

ocaporation.
Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.
BUSINESS (PLEASE PRINT OR TYPE):
NAME: Engineering Resource Associates, Inc.
Address: 3s701 West Avenue, Suite 150
CITY: Warrenville
STATE: IL
ZIP: 60555
PHONE: 630-393-3060 FAX: 630-393-2152
TAX ID #(TIN): 36-3686466 If you are supplying a social security number, please give your full name)
REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):
Name: Same as Above
Address:
City:
STATE:ZIP:
TYPE OF ENTITY (CIRCLE ONE):
Individual Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor Limited Liability Company-Partnership
Partnership Limited Liability Company-Corporation
Medical Corporation
Charitable/Nonprofit O Government Agency
SIGNATURE: DATE: 3-15-18
Date: 5 to 10

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	(SW-080-18S) Floodplain		Engineering Resource	
With regard to	Site 3, Deer Creek	, proposer	Associates, Inc.	hereby certifies
	(Name of Project)		(Name of Proposer)	
the following:				

- 1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
- 2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
- 3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
- 4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.
- 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 Engineering Services, Floodplain Site #3 Deer Creek	
BY: Marty Michalisko	
Proposer's Authorized Agent	
3 6 - 3 6 8 6 4 6 6 EEDED AL TAXBAYED IDENTIFICATION NUMBER	
FEDERAL TAXPAYER IDENTIFICATION NUMBER	
or Social Security Number	
Subscribed and sworn to before me	
this 15 day of March , 2018. Notary Public	A
(Fill Out Applicable Paragraph Below) OFFICIAL SEAL SUSAN D. HELWIG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 04/14/2021	
(a) <u>Corporation</u> The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of	
Engineering Resource Associates, Inc. , and the full names of its Officers are as follows:	
President: Jon Green	
Secretary: John Mayer	
Treasurer: Principals: Jacob Wolf and Marty Michalisko 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	
	

The Supplier is a Sole	Proprietor whose full name is:	
and if operating under	a trade name, said trade name is:	
which name is registe	red with the office of	in the state of
	g to comply with the Village's preceding insurance ard of the contract?	e requirements within 13
Insurer's Name	Holmes Murphy and Associates	
Agent	Traci Stoecker	
Street Address	311 S.W. Water Street, Suite 211	
City, State, Zip Code	Peoria, IL 61602-4108	
Telephone Number	800-527-9049	
I/We affirm that the understand them.	above certifications are true and accurate and the	hat I/we have read and
Print Name of Compar	ny:Engineering Resource Associates, Inc.	
Print Name and Title o	of Authorizing Signature: Marty Michalisko	
Signature:	Allil	
Date: 3-15-18		

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fue Tax funds or state grant monies.)
Name of Bidder:
In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.
The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.
Print Name and Title of Authorizing Signature:
Signature:
Data

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	e Associates, Inc.	
Address:	3s701 West Avenue,	Suite 150	
City:	Warrenville, IL	Z	ip Code: 60555
Telephone: ()	630-393-3060	Fax Number: () 630-393-2152
E-mail Address:	MMichalisko@eraco	nsultants.com	
Authorized Compar	ny Signature:	Lu	
Print Signature Nan	ne: Marty Michalisko	Title of Offici	al: Principal
Date: 3-15-18			

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.

Downers Grov	e Village Council.	
Under penalty	of perjury, I declare:	
	Bidder/vendor has <u>not</u> contri the last five (5) years.	buted to any elected Village position within
	a com	Marty Michalisko
-	Signature	Print Name
	☐ Bidder/vendor has contribute member of the Village Council with	d a campaign contribution to a current in 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

Manhour and Cost Budget

Village of Downers Grove

Stormwater Management Engineering Services for Floodplain Site #3, Deer Creek DRAINAGE STUDY AND REPORT

Prepared By Engineering Resource Associates, Inc. Friday, March 16, 2018

									TOTAL	%OF	TOTAL
TASKS	PM	PE		SE	PLS	SCC	SCT	GIS	HOURS	HRS	COST
	\$140.00	\$115.00	\$107.80	\$ 85.00	\$114.80	\$ 81.20	\$ 100.80	\$ 70.00			_
Scope of Services											
Meetings/Coordination	8	0	4	0	0	0	0	0	12	1.5%	\$1,551
2. Data Gathering	2	0	8	4	0	0	0	0	14	1.7%	\$1,482
3. Overland Flow Path 1 Survey	1	0	0	0	1	8	2	0	12	1.5%	\$1,106
Detention Berm Survey	1	0	0	0	2	16	4	0	23	2.8%	\$2,072
5. Storm Sewer/Culvert Survey	1	0	0	0	1	8	2	0	12	1.5%	\$1,106
6. Overland Flow Path 2 Survey	1	0	0	0	2	16	4	0	23	2.8%	\$2,072
7. Overland Flow Path 3 Survey	1	0	0	0	1	8	4	0	14	1.7%	\$1,308
8. Overland Flow Path 4 Survey	4	0	0	0	4	32	16	0	56	6.8%	\$5,230
9. Overland Flow Path 5 Survey	1	0	0	0	2	16	8	0	27	3.3%	\$2,475
10. Home Low Entry Survey (Assuming 82 homes)	4	0	0	0	5	40	8	0	57	6.9%	\$5,188
11. Overland Flow Path 6 Survey	1	0	0	0	2	16	4	0	23	2.8%	\$2,072
12. Overland Flow Path 7 Survey	2	0	0	0	3	24	8	0	37	4.5%	\$3,380
13. Inspections and Assessments	8	0	24	24	0	0	0	0	56	6.8%	\$5,747
14. Existing Conditions Hydrologic/Hydraulic Analysis	24	0	64	40	0	0	0	0	128	15.5%	\$13,659
15. Alternatives Analyses	24	0	40	40	0	0	0	0	104	12.6%	\$11,072
16. Conceptual Plans/Exhibits	8	0	24	16	0	0	40	40	128	15.5%	\$11,899
17. Funding & Grant Applications	0	0	4	4	0	0	0	0	8	1.0%	\$771
18. Cost Estimates	0	8	0	12	0	0	0	0	20	2.4%	\$1,940
19. Agency Permitting	0	0	4	4	0	0	0	0	8	1.0%	\$771
20. Drainage Report	16	0	24	24	0	0	0	0	64	7.7%	\$6,867
Project Totals	107	8	196	168	23	184	100	40	826	100.0%	
	13.0%	1.0%	23.7%	20.3%	2.8%	22.3%	12.1%	4.8%	100.0%		
		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·	SUE	BTOTAL:	\$81,770

Direct Costs (0% Markup)

Printing Mileage \$300 \$100 SUBTOTAL: \$400

TOTAL

TOTAL (not-to-exceed): \$82,170

PM = Project Manager

PE = Project Engineer

DE = Design Engineer

SE = Staff Engineer

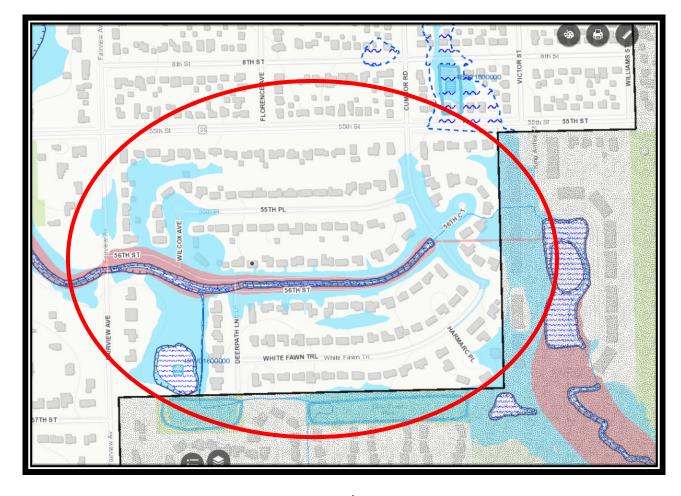
PLS = Professional Land Surveyor

SCC = Survey Crew Chief

SCT = Senior CAD Technician

GIS = GIS Specialist

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Project Location Map – Deer Creek FP #2

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Village of Downers Grove CONSUltant Evaluation

Consultant: Engineering Resource Associates, Inc. Project: St. Joseph Creek South – Stream Corridor Assessment (DR-022) Primary Contact: Marty Michalisko			
		Phone: <u>630-393-3060</u>	
		Time Period: December 2016 – January 2018	
On Schedule (allowing for uncontrollable circumstances)			
Provide details if early or late completion:			
Change Orders (attach information if needed): None			
Difficulties / F time.	Positives: ERA performed work as requested and provided deliverables on		
Interaction w	ith public:		
☐ Excellent ☐ Good ☐ Average ☐ Poor			
(Attach information on any complaints or compliments)			
General Level of Satisfaction with work:			
☐ Well Sati	sfied 🖂 Satisfied 🗌 Not Satisfied		
Reviewers:	John Welch		
Date:	March 2018		

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Village of Downers Grove Consultant Evaluation

nsultant: Engineering Resource Associates, Inc.
oject:West Burlington Drainage Improvements – Chase and Francisco (SW08016H. Blanchard and Middaugh Drainage Improvements (SW08016M)
mary Contact: Marty Michalisko
one: <u>630-393-3060</u>
ne Period: December 2016 – July 2017 (SW08016H/P) February 2016 – August 2017 (SW08016M)
Schedule (allowing for uncontrollable circumstances)
ovide details if early or late completion: <u>Deliverables late by a few weeks, although</u> project was never in danger of not being construction as planned (in 2017)
ange Orders (attach information if needed): None
ficulties / Positives: quality of a few aspects of design could have been better, but erall, the projects went well and are serving the public as expected; ERA is extrementable in their scope and they have on many occasions worked with Staff to adjust fir sign to ensure the project is on the right track; ERA responded to Staff requests tickly with both of these contracts
eraction with public:
Excellent Good Average Poor
tach information on any complaints or compliments)
neral Level of Satisfaction with work:
Well Satisfied ☐ Not Satisfied
viewers: Jim Tock
te: March 2018