

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**5/15/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Pavement Condition Assessment Services	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to enter into a contract with Infrastructure Management Services, LLC (IMS) of Rolling Meadows, Illinois, in the amount of \$100,000 for CCIP ST-056. This amount includes a 4.5% contingency.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY18 budget includes a total of \$100,000: \$75,000 in the Capital Fund (Page 4-17, Line 17) and \$25,000 in the Parking Fund (Page 4-33, Line 17) for this contract.

**RECOMMENDATION**

Approval on the May 15, 2018 consent agenda.

**BACKGROUND**

The Village owns and maintains approximately 170 centerline miles of pavement. Previous pavement condition assessments included Village staff performing inspections and assigning a condition rating based on select criteria such as cracking and rutting that could be viewed from the surface of the streets.

A Request for Qualifications and Proposals was solicited from professional firms specializing in pavement data collection, processing and rehabilitation strategy development. Four responses were received and reviewed by staff, with IMS exhibiting the most comprehensive qualifications and experience performing this work. Each roadway segment will be tested in one direction, with multi-lane arterial and collector roads tested in each direction. The data collected will be evaluated using surface condition, (e.g., roughness, rutting, cracking) and subsurface condition, along with traffic volumes to determine a Pavement Condition Index. This rating will then be used to assist in developing a 5-year rehabilitation and budgeting plan. Pavement condition evaluation of 17 Village parking lots, GIS linkage with acquired data, software installation and training activities are also included with this contract. This approach to pavement assessment will incorporate additional sub-surface data, as well as a more consistent rating.

Data collection is expected to occur in late June/early July, with report deliverables and software training for Village staff in September.

**ATTACHMENTS**

Contract Documents

# VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

**INITIATED:** Public Works **DATE:** May 15, 2018  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** ST-056  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to authorize execution of a contract for pavement data collection, processing and rehabilitation strategy development (ST-056) to Infrastructure Management Services, LLC in the amount of \$95,669 plus an approximate 4.5% contingency for a total not-to-exceed \$100,000.

*DS*

**SUMMARY OF ITEM:**

Adoption of this motion shall authorize execution of a contract for pavement data collection, processing and rehabilitation strategy development (ST-056) to Infrastructure Management Services, LLC in the amount of \$95,669 plus an approximate 4.5% contingency for a total not-to-exceed \$100,000.

**RECORD OF ACTION TAKEN:**

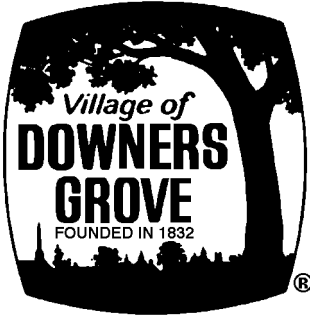
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## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:** IMS Infrastructure Management Services, LLC

**Project Name:** 2018 Pavement Condition Assessment

**Proposal No.:** ST-056-18  
CFB-0-018-2018/tt

**Proposal Due:** Friday, April 13, 2018 @ 11:00 A.M. –  
Public Works Facility, 5101 Walnut Avenue  
Downers Grove, IL 60515

**Pre-Proposal Conference:** Tuesday, April 3, 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:** Tuesday, March 27, 2018

This document consists of 28 pages.

Return **original** and an **electronic copy** (.pdf) of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JOHN M. WELCH, PE, CFM  
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5494  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove – 2018 Pavement Condition Assessment

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.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

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

## Village of Downers Grove – 2018 Pavement Condition Assessment

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

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

**4. RESERVED RIGHTS**

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

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

### **6. USE OF VILLAGE'S NAME**

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

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

### **8. NONDISCRIMINATION**

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

### **9. SEXUAL HARASSMENT POLICY**



## Village of Downers Grove – 2018 Pavement Condition Assessment

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

**10. EQUAL EMPLOYMENT OPPORTUNITY**

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

## Village of Downers Grove – 2018 Pavement Condition Assessment

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.

## Village of Downers Grove – 2018 Pavement Condition Assessment

- 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 Prevailing Wage Act does not apply to this contract.

**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;

## Village of Downers Grove – 2018 Pavement Condition Assessment

- 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.

## Village of Downers Grove – 2018 Pavement Condition Assessment

**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**

## Village of Downers Grove – 2018 Pavement Condition Assessment

- 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) construction 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. The

## Village of Downers Grove – 2018 Pavement Condition Assessment

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**

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

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

And to the Proposer as designated in the Contract Form.

**29. COOPERATION WITH FOIA COMPLIANCE**

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

### **III. DETAIL SPECIFICATIONS**

#### **1. REQUEST**

##### **1.1 Statement of Needs**

The Village of Downers Grove (Village) is requesting Proposals for professional engineering services to conduct pavement condition assessment (rating) of the Village's street network, provide the Village with pavement management software, and software training for Village Staff.

The firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place.

##### **1.2 Project Description**

The Village desires to test the street network for both surface and subsurface conditions. This information will then be used to develop a multi-year plan for roadway rehabilitation strategies ranging from crack sealing to grind/overlay to full reconstruction. The Village has previously used PAVER software, but has not updated the data in several years. The Village is willing to entertain using other pavement management software for rehabilitation tracking and scenario creation/modification. The Firm is required to recommend rehabilitation strategies for the various roadway improvements and develop the cost estimates for these improvements.

The street condition rating is required for every block (street-to-street segment) of the entire street length. The street condition rating will be used to develop the annual street rehabilitation program for five (5) years from 2019 through 2023.

Data collection shall be conducted during optimal conditions to provide high quality data. Data collection shall not occur in rain, snow, fog or any condition that will adversely affect data quality. The pavements shall not be wet/damp or have snow/ice or standing water on them at the time of collection.

The contract term is for the remainder of 2018, however time is of the essence on this project. The Firm shall provide a project schedule indicating key milestones and project activities. The schedule must also indicate the proposed data collection production rates including data processing time, software training, and final reports.

##### **1.3 Scope**

**Street Surface Condition:** Perform an automated surface condition survey on approximately 175 lane miles of the roadway. The comprehensive network level survey should include a continuous assessment of roughness per the International Roughness Index (IRI), rutting, cracking, surface distress and environmental factors. Every street shall be surveyed with a Road Surface Tester (RST) or equivalent. These network level surveys with block to block test sections will be linked to the Village's Geographic Information System (GIS). Two direction testing is required on divided streets and arterials and collectors with four or more lanes of traffic. The surface condition survey shall be



## Village of Downers Grove – 2018 Pavement Condition Assessment

conducted continuously over the entire length of the test section and will not be based on sample sections. Exhibit A contains a street centerline network map of the Village.

**Street Subsurface Condition:** Perform a network level deflection survey using a Dynaflect or similar deflection tester on the complete street network. All five sensor readings shall be recorded and used to calculate deflection parameters including: Dynaflect maximum deflection (DMD), surface curvature index (SCI), base curvature index (BCI) and percent spread ability. Temperature should be recorded and used to adjust the readings. If alternative deflection equipment (e.g. falling weight deflectometer) is proposed, a sight specific correlation (FWD to Dynaflect) will be required to develop the equivalent Dynaflect parameters. The subsurface condition testing is required on the entirety of the street network.

**GIS Linkage:** All pavement data and digital images shall be linked to the Village's GIS. The update shall include a link between the Village's GIS program and the pavement management data to enable the Village to display and generate color coded maps based upon existing pavement conditions, street rehabilitation plans or any of the data in the pavement management system. The Village will provide the selected Firm with a copy of the Village's current electronic centerline map prior to the collection of field data.

**Data Load:** The selected firm will load the acquired surface and subsurface field data, and ensure that the data continues to provide the software with all elements necessary for inventory, condition, maintenance and rehabilitation strategies, optimization, budgeting and multi-year plans.

**Parking Lot Survey and Report:** Exhibit B contains a data table and map of Village-owned parking areas for evaluation. With the exception of the Forest North Lot and the Parking Deck, these sites shall be included in a separate report providing information related to existing conditions and recommendations for maintenance and rehabilitation planning.

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

## 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 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Team
- Resumes of Staff
- Proposed activity schedule
- “Not to Exceed” Fee Proposal w/activity breakdown (**in separate sealed envelope**).

## Village of Downers Grove – 2018 Pavement Condition Assessment

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be approximately 10 single sided or 5 double sided. Double sided printing is allowable and encouraged.

## 2.2 Deadline and Proposal Disposition

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 activity requirements to complete the scope of services outlined in your proposal 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.

## Village of Downers Grove – 2018 Pavement Condition Assessment

**3. PROJECT DELIVERABLES**3.1 General

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

The contract term is for the remainder of 2018, however time is of the essence on this project. The Firm shall provide a project schedule indicating key milestones and project activities. The schedule must also indicate the proposed data collection production rates including data processing time, software training, and final reports.

3.2 Deliverables shall include

Database and software with street inventory and all acquired data.

Street Rehabilitation Strategy Report for years 2019 through 2023

Parking Lot Evaluation and Rehabilitation Strategy Report

Street network shapefile for GIS

**4. CONTACTS**

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

John M. Welch, PE, CFM

5101 Walnut Avenue

Downers Grove, Illinois 60515

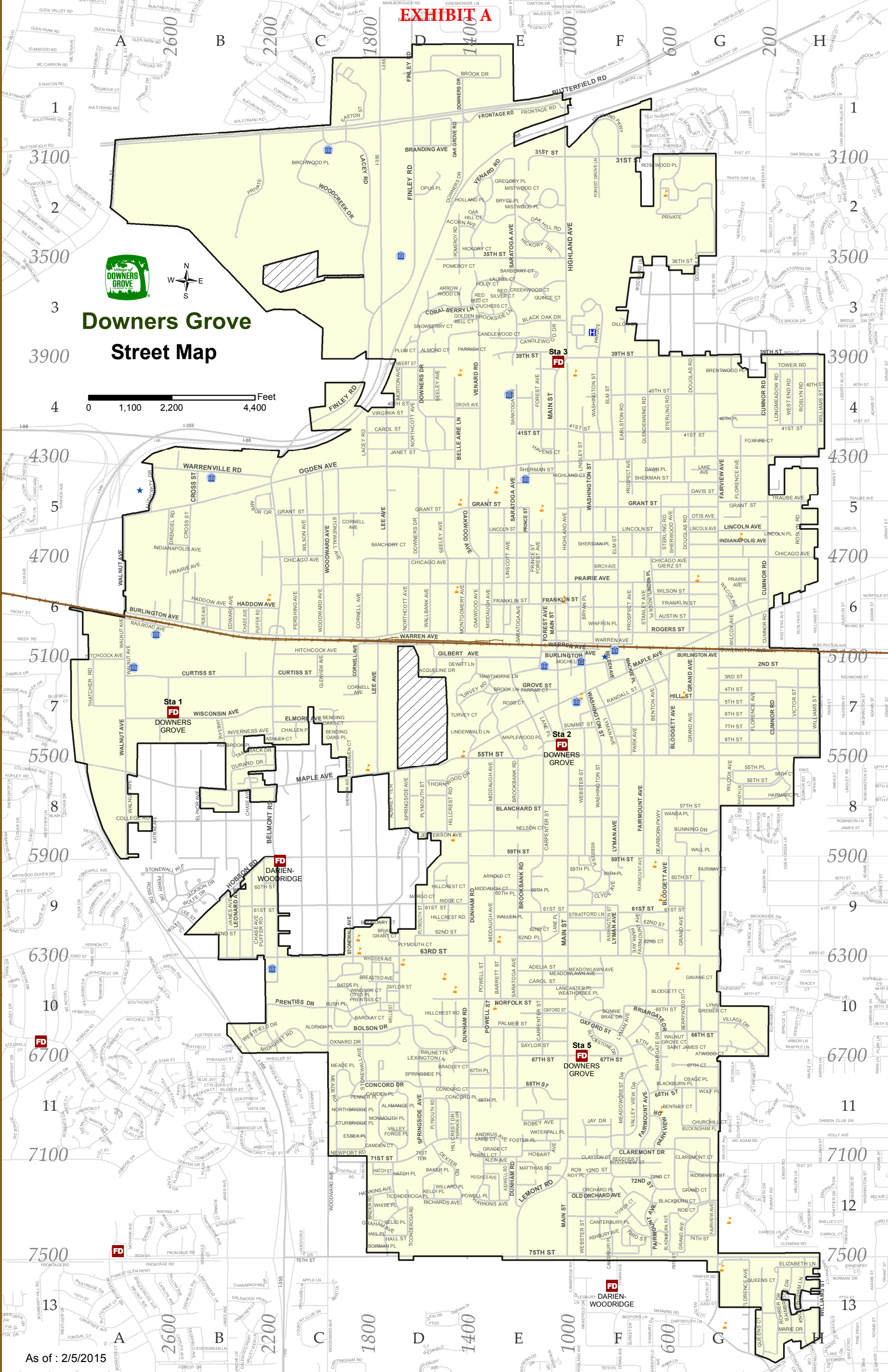
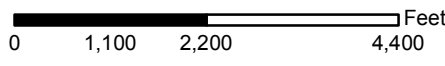
Phone 630-434-5494

[jwelch@downers.us](mailto:jwelch@downers.us)

EXHIBIT A



Downers Grove Street Map



## Village of Downers Grove – 2018 Pavement Condition Assessment

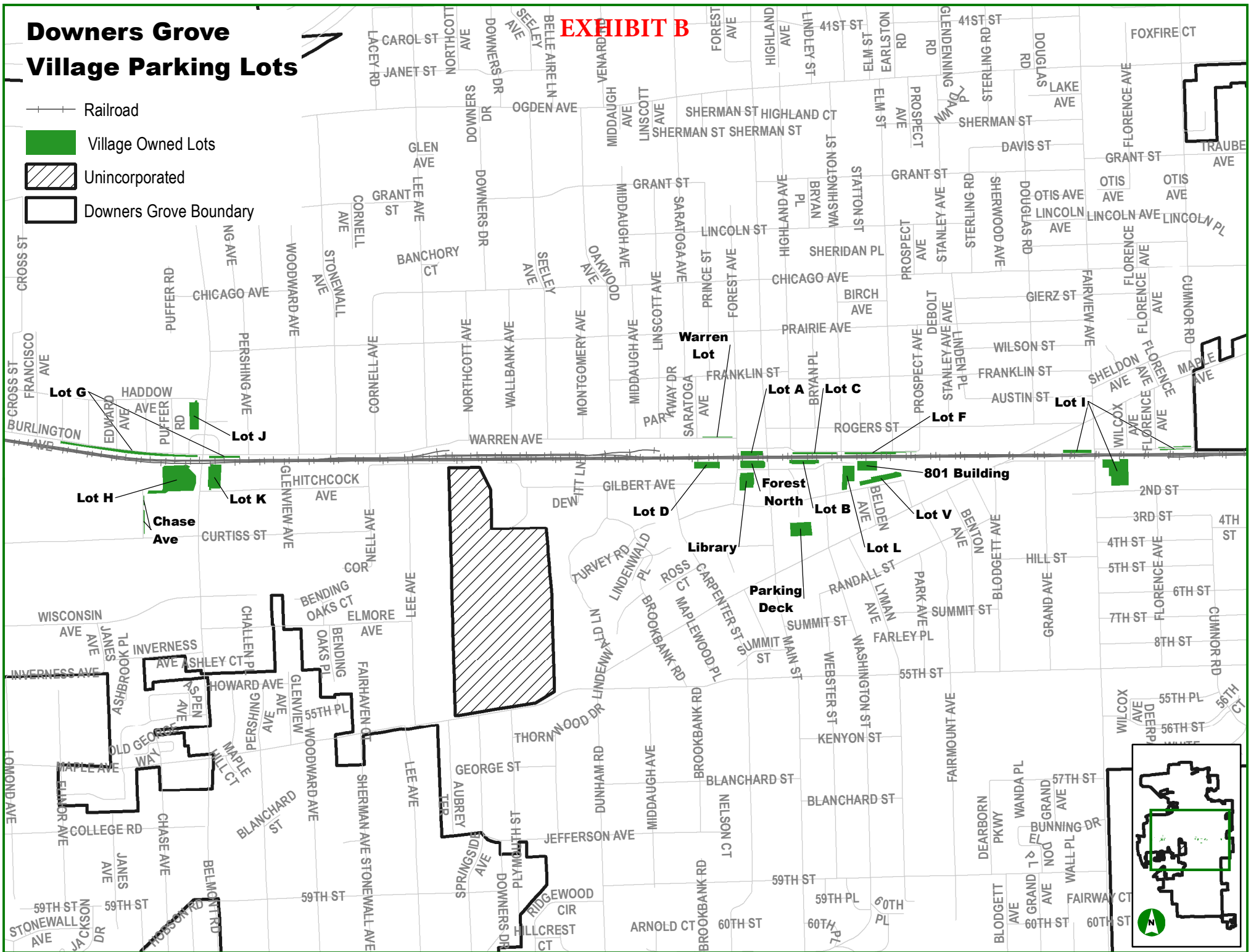
**Exhibit B (Village Parking Lot Table)**

<b>Lot Name</b>	<b>Area (SY)</b>
801 Building	4,057.1
Chase Ave	140.9
Chase Ave	429.0
Library	4,253.9
Lot A	1,945.0
Lot B	2,753.6
Lot C	1,673.8
Lot D	3,478.6
Lot F	2,410.3
Lot G	7,286.1
Lot H	16,128.4
Lot I	15,336.9
Lot J	4,906.9
Lot K	5,692.5
Lot L	4,356.4
Lot V	4,114.1
Warren Lot	518.9
<b>TOTAL =</b>	<b>79,482.5</b>

# Downers Grove Village Parking Lots

## EXHIBIT B

-  Railroad
-  Village Owned Lots
-  Unincorporated
-  Downers Grove Boundary



#### **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.)**



IMS Infrastructure Management Services  
1775 Winnetka Circle, Rolling Meadows, IL 60008  
Phone: (847) 506-1500 Fax: (847) 255-2938  
www.ims-rst.com

April 13, 2018

Village of Downers Grove  
Public Works Department  
5101 Walnut Avenue  
Downers Grove, IL 60515

**Attention: John M. Welch, P.E., CFM, Assistant Director of Public Works - Engineering**  
**Reference: Proposal - 2018 Pavement Condition Assessment- ST-056-18 CFB-0-018-2018/tt**

Dear Mr. Welch,

IMS Infrastructure Management Services is pleased to submit our proposal to implement a pavement management program for the Village of Downers Grove. IMS proposes to test the Village's entire street network, evaluate Village identified parking lots, install the IMS-based PavePRO Manager software, and link the data to the Village's GIS topology. Software training and a comprehensive hard copy report will be included in the scope. Digital images can be provided as an option. IMS will use the Laser Road Surface Tester (RST) and Dynaflect to perform an objective field survey and accurately assess in-place conditions. Parking lots will be evaluated using a manual surface condition survey methodology. Surveys will be performed at times when the lots have the least number of vehicles. Reports will be generated to include pavement conditions and recommendations for maintenance and rehabilitation activities.

IMS is a full service pavement management specialty firm with program implementations for over 75 agencies in the Chicago Metro area. We have a thorough understanding of the Village's street network, maintenance and rehabilitation strategies and overall goals for the project. We are confident that IMS will provide the requested services in a cost effective and time efficient manner. All requirements set forth in the RFP will be met in their entirety and without exception.

To respect the 10 page limit for the proposal, we have included a short statement of our qualifications and experience and a brief description of the elements of the proposed program for your review. The "Not-to-Exceed" Cost Summary is provided in a separate sealed envelope. Pricing is from the official schedule submitted to the Northeast Illinois Municipal Partnering Contract (a consortium of North and Northwest Chicago area municipalities.) The cost summary provided is for the base pavement management program. If the Village elects to use MFT funds for this project, IMS can assist the Village in preparing the appropriate engineering agreement for approval by IDOT's Local Roads personnel.



**Village of Downers Grove**  
**2018 Pavement Condition Assessment**

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We look forward to working with the Village of Downers Grove and appreciate your consideration of our proposal. We are available for a presentation and to answer any questions you may have regarding the proposed program.

Very truly yours,

**IMS Infrastructure Management Services, LLC**



Donald L. Hardt  
Manager of Client Services

## Village of Downers Grove 2018 Pavement Condition Assessment

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### Qualifications and Experience

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IMS Infrastructure Management Services is an employee owned and managed firm with offices in Illinois, Arizona and Ontario. We started our pavement management activities from Des Plaines, IL in the late 1960s as Novak, Dempsey & Associates. Since IMS' inception in 1985, we have progressively developed new technologies together with real-world software applications to become a recognized leader in the field of pavement and infrastructure management. Our software solutions provide the tools required to meet the complex challenges within the modern urban and rural environment. Our fleet of data collection equipment performs automated pavement surface condition surveys, rutting and roughness surveys, deflection testing, multi-camera video logging, and right-of-way asset surveys.

IMS has completed more than 600 pavement and ROW asset management assignments for government agencies and private-sector companies throughout the United States and Canada. With over 75 implementations for cities and counties in the Chicago Metro area, our staff can respond to any challenges that may arise on the project.

In order to provide the greatest efficiency and cost savings to our clients, IMS supplements its core professional staff with long-term relationships with key service, software and technology partners. This allows IMS to stay current with industry trends and new technology, as well as to offer a wider array of software solutions. We regularly collect data for a variety of 3<sup>rd</sup> party software.

In addition to providing pavement management software and services, IMS operates an advanced, state-of-the-art fleet of data collection units. Our pavement and right-of-way testing equipment includes:

#### **Four (4) Laser Road Surface Testers (RST)**

The RST is capable of collecting automated pavement condition and right-of-way asset information in a single pass. The RST incorporates lasers, distance measuring instruments, accelerometers and rate gyroscopes, inertial navigation based GPS and high resolution, forward and side view digital images and video. Through the use of its laser-camera array, the RST collects objective surface distress data, geometrics, roughness and rutting.



#### **Three (3) Dynaflects**

Dynaflects provide nondestructive, multi-sensor dynamic deflection data for pavement structure analysis. Dynaflects have a 30-year history of collecting dependable, repeatable data, and may be used on asphalt and concrete roads. The structural index observed with deflection data enhances the pavement analysis features in PavePRO.

#### **Three (3) Sidewalk Surface Testers (SST)**

The Sidewalk Surface Tester (SST) is a purpose built field data collection unit designed primarily for surveying municipal sidewalks, rights of way, and parking lots. The SST employs the NOMAD data collection software that integrates the survey inventory (GIS), field maps, GPS and field data collection into a single platform. NOMAD may be customized for virtually any type of survey ranging from sidewalks, parking lots (following ASTM D6433) to full sign surveys.

## Village of Downers Grove 2018 Pavement Condition Assessment

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### Project References

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Presented below are some local project references illustrating IMS's capabilities to implement a comprehensive pavement management system. Over the years we have provided programs to over 75 Chicago Metro area agencies. Recent references include:

**Village of Glenview (2007, 2012 & 2015) – 154 miles + parking lots**

1225 Waukegan Road, Glenview, IL 60025  
Adriana Webb, Capital Projects Manager, (847) 904-4414

**Lake County (annually since 1990) – 200 miles/year**

600 W. Winchester Road, Libertyville, IL 60048  
Julian Rozwadowski, P.E., Project Engineer, (847) 377-7506

**City of St. Charles (2009, 2012 & 2017) – 150 miles**

2 E. Main Street, St. Charles, IL 60174  
Karen Young, Engineering Manager, (630) 443-3709

**City of Aurora (2010 & 2015) – 440 miles**

44 E. Downer Place, Aurora, IL 60507  
Kenneth Schroth, Director of Public Works/City Engineer, (630) 844-3621

**City of Highland Park (2008, 2011 & 2014) – 144 miles**

Dept. of Public Works; 1150 Half Day Road; Highland Park, IL 60035  
Manny Gomez, PE, CFM, City Engineer, (847) 432-0807

**Village of Plainfield (2011 & 2016) – 220 miles**

14400 Coil Plus Drive, Plainfield, IL 60544  
Randall Jessen, Superintendent of Public Improvements, (815) 230-2030

**City of Yorkville (2012) – 125 miles**

Engineering Enterprises, Inc., 52 Wheeler Road, Sugar Grove, IL 60554  
Jason Bauer, P.E. (630) 466-9350

**City of Evanston (2000, 2005, 2012 & Planned for 2018) – 193 miles**

2100 Ridge Avenue, Evanston, IL 60201  
Sat Nigar, P.E., Senior Engineer, (847) 866-2950

For each municipality, IMS implemented PavePRO Manager, IMS's comprehensive pavement management software. A Dynaflect was used to collect deflection information. The projects also included detailed rehabilitation analysis, GIS integration, software installation, training and reporting. Some projects also included ROW asset surveys. Please note that many of our clients use IMS pavement management software with other software providers for work order generation, ROW asset management modules, and other management applications.

## Village of Downers Grove 2018 Pavement Condition Assessment

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### Project Approach and Understanding

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#### Project Understanding

IMS understands that the Village is looking for a pavement management program to assist in the decision making process. The program will analyze comprehensive Laser RST surface condition data and structural data from non-destructive Dynaflect testing to accurately determine the condition of the Village's 175 mile street network. Knowing the existing condition and future performance of each street section/block will be used to identify cost effective rehabilitation strategies, develop optimal timing, and generate priority lists, annual budgets for Village performance goals, multi-year plans and more. It is important to update condition ratings based on rehab activities and to adjust variables (e.g. material costs) to develop new multi-year plans because of changing budgets or priorities.

#### Data Collection

##### **Surface Condition Survey**

Surveys are completed using the Road Surface Tester (RST). The Village will receive a continuous, objective, and accurate survey of the surface condition of the street network. These network-level surveys with intersection-to-intersection test sections can easily be linked to the Village's GIS. The RST provides a great deal of flexibility and can easily adjust test section lengths to meet previously established test sections and any Village goals. Single-direction testing will be performed on the two-lane streets. Two-direction testing is recommended for use on divided streets and arterials and collectors with four or more lanes of traffic. The surface condition survey is conducted continuously over the entire length of the test section and is not based on sample sections. The information gathered in this survey includes inventory, roughness, rut depth, cracking, and texture. The effects of environmental conditions will be considered in conjunction with the surface condition.



To provide the Village with a ROW asset data collection option, IMS will collect continuous digital images during the surface condition survey. The RST combines an inertial navigation guidance system with GPS to geo-locate visible pavement and ROW features. The simultaneous pavement and ROW asset data collection capability of the RST is unique in the industry. It provides an efficient and cost-effective means to populate both pavement and asset management systems.

The presence of any failed or broken concrete slabs within a test section will be recorded for further detailed identification during the deflection survey. IMS crews will use the Village-identified definition of failed/broken slabs as the basis for our rating. The number of failed slabs will be recorded during the deflection survey and used by Pavement Manager Software to give the Village an option to address individual slab removal and replacement as a maintenance/rehabilitation strategy for concrete pavements.

##### **Deflection Testing**

Dynaflects provide nondestructive, multi-sensor dynamic deflection data for pavement structure analysis. Dynaflects have a 40-year history of collecting dependable, repeatable data, and may be used on flexible,

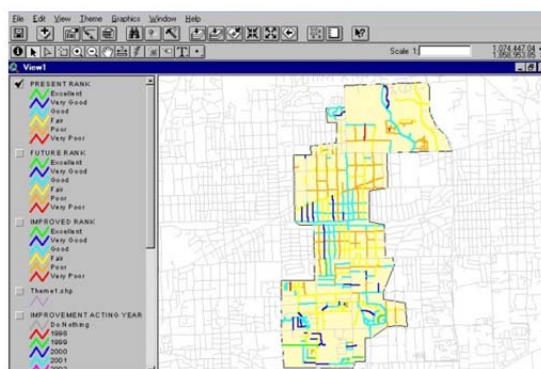
## Village of Downers Grove 2018 Pavement Condition Assessment

stabilized, composite and concrete roads. Each street test section surveyed by the Laser RST will receive a deflection test. This testing is performed using the Dynaflect and the results of this testing will permit an analysis of the structural capabilities of the existing street section. IMS utilizes all five sensors of the Dynaflect in its structural analysis. This provides valuable information on the capabilities of the pavement, base and subgrade sections, and the interaction between these sections. It is very useful in the determination of optimum rehabilitation strategies. Most Chicago area PavePRO users include structural analysis as part of their program even though the IMS software can now be used with or without deflection data.



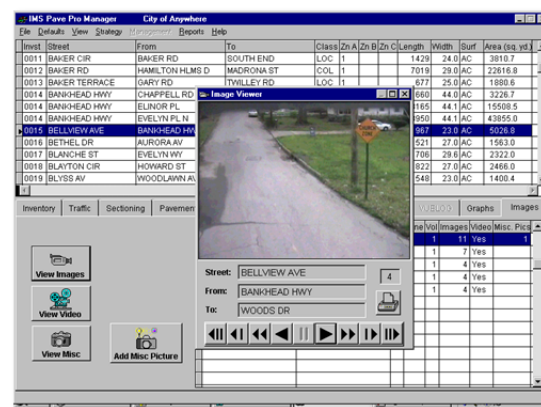
### GIS and Pavement Management

IMS will provide a link between the Village's GIS program and the pavement management data to enable the Village to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most any of the data in the pavement management program. The Village can use the query function of its mapping program to display the pavement management data. It may also be possible to use your mapping program to make queries of other infrastructure plans in conjunction with your road rehabilitation plans to determine if conflicts exist between plans. The future addition of ROW assets would also be geolocated on the GIS and entered in the selected asset management software. To most effectively maintain this link, IMS will require a copy of the Village's current electronic centerline map prior to field data collection activities.



### Digital Images

In conjunction with the surface condition survey, each test section is recorded on GPS referenced digital videotape with forward and rearward directed video cameras and used as part of IMS' Quality Control and Quality Assurance procedures. Additional cameras can be used to expand the viewing area or include features of special interest to the Village. IMS can provide optional digital images at Village specified intervals of 25' for viewing in PavePRO Manager and/or through the Village's GIS. Many agencies find these jpeg images valuable as a "point-in-time" record of their roads and as a source of information for a variety of engineering, legal/investigative, and administrative uses. They can also be beneficial in assessing damage from a natural disaster or unforeseen event.



## Village of Downers Grove 2018 Pavement Condition Assessment

PavePRO Manager software includes an image module which allows the attachment of digital images to each test section. The user can then access all the pavement management data from a selected block and view multiple digital images for the identified section on his/her computer monitor. The digital images can be captured directly from the continuous video performed as part of the RST survey, generated from a Village-owned digital camera, and/or result from scanned photos or drawings.

### Pavement Management Software

IMS will provide the current version of PavePRO Manager Software fully loaded with IMS collected field data. The software will be installed on the Village's computer network. Since the software is provided with a site license, it can be used on laptops, field computers or by other departments at no additional charge. The software provides information on existing conditions, future performance, viable maintenance and rehabilitation strategies, optimization, schedules, budgets and multiyear programs. IMS will provide on-site training for Village staff in the operation and interpretation of these programs. Training is usually completed as part of a two day on-site session for actual operators, managers, and field staff.

Invest	Street	From	To	Class	Zn A	Zn B	Zn C	Length	Width	Surf	Area (sq. yd.)
0001	55TH PL	ADAMS ST	CASS AV	RES	001			1066	22.0	AC	2605.8
0002	56TH PL	CASS AV	ADAMS ST	RES	001			1059	22.0	AC	2588.7
0003	56TH ST	ADAMS ST	CASS AV	RES	001			1063	22.0	AC	2598.4
0003	56TH ST	CASS AV	CITY LIMIT	RES	001			2436	22.0	AC	5954.7
0004	56TH ST	WESTERN AV	OAK AV	COL	001			1112	24.0	AC	2965.3
0005	57TH ST	CASS AV	WEST END	RES	001			578	18.0	AC	1156.0
0006	57TH ST	ADAMS ST	WEST END	RES	001			1211	21.2	AC	2952.6
0007	57TH ST	OAK AV	WILMETTE AV	RES	001			620	24.0	AC	1653.3
0008	58TH ST	DEER CREEK LN	FAIRVIEW AV	RES	001			1627	25.0	AC	4519.4
0009	58TH ST	JAMES DR	EAST END	RES	001			1192	22.0	AC	2913.8
0010	59TH ST	CITY LIMIT	HEATH LN	COL	001			1564	34.0	AC	5960.6

The PavePRO software implementation and training will be supplemented with a comprehensive hard copy report addressing all phases of the project with a focus on developing multi-year rehabilitation plans and budgets.

### Parking Lot Survey

17 Village parking lots with an estimated pavement area of approximately 79,500 square yards will be evaluated using a modified surface condition survey and revised analysis technique. The surface only programs are analyzed through IMS-based SurfPRO software and use flexible stationing criteria. The report will provide information related to existing conditions and recommendations for future maintenance and rehabilitation planning. Scheduling of field surveys will be adjusted based on hours of use and percentage of open spaces.

### Project Timing

The data collection phase of the proposed program including the Laser RST survey, deflection testing and parking lot surveys will be completed within a four week period. It will be scheduled for Spring 2018 in conjunction with the other Chicago area projects. Data processing and GIS linkage will immediately follow the fieldwork. The current version of PavePRO Manager software with updated test results will be delivered within 60 days of completion of the field testing. Software training will be scheduled following data processing completion.

A projected schedule is on the following page. Field surveys will be schedule upon receipt of the Notice-to-Proceed.

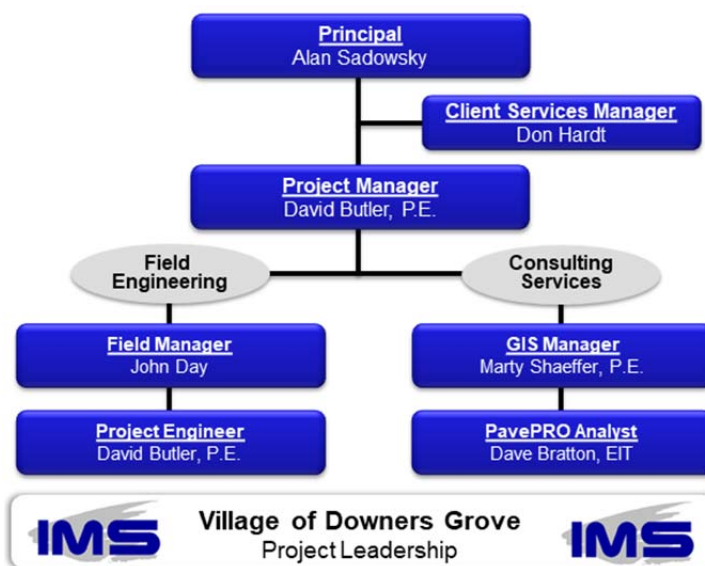
## Village of Downers Grove 2018 Pavement Condition Assessment

Task Activity	May				June				July					August				September			
	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24
<b>Project Initiation</b>																					
Project Award & Scope Confirmation	█																				
GIS Review & Validation		█	█	█																	
Survey Routing & Mapping					█	█	█														
<b>Field Surveys</b>																					
RST & Dynaflect Mobilization & Calibration							█	█													
RST & Dynaflect Field Data Collection							█	█	█	█											
<b>Data Management</b>																					
Pavement Data QA/QC, Processing & Format									█	█	█	█	█	█	█						
Parking Lots Inventory Data Processing									█	█	█	█	█	█	█						
PavePRO Data Load															█	█	█	█	█	█	█
Reporting and Training Program																			█	█	█

### IMS Project Team

The IMS team is built around a core group of key project members that stay with the project from inception through to delivery of the final results. It is where project ownership is assigned and decisions are assessed, implemented, and follow-up is completed. The core team, led by Alan Sadowsky, Principal, also includes David Butler, P.E. as the Engineering and Project Manager, and Don Hardt as the Client Services Manager.

The team has been structured into two streams that follow the logical work activities and flow of the project. Each work stream is headed by a specialist in their respective field of practice. For this assignment, activities relating to the acquisition and quality of field data are undertaken and managed by David Butler. David was selected for this role due to his 250,000 miles and over 30 years of technical data management experience. John Day will coordinate the RST field program. Marty Shaeffer will manage the GIS linkage and network referencing. David Bratton will manage the post-processing routines, pavement condition data formatting and PavePRO verification programs.



We purposefully separated the field surveys from the data management and consulting functions in order to ensure the continual flow of data from the field, through post processing, and then on to the client. We believe that the person who collects the data cannot be the same one who validates the data. The client services manager is responsible for ensuring the project remains on schedule and on budget, while being the point of contact for the Village.

## Village of Downers Grove 2018 Pavement Condition Assessment

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### Staff Profiles

The project roles, qualifications, and responsibilities of the key team members are highlighted and summarized below. Because of the page limitation, IMS would be pleased to offer full resumes of all participating staff upon request.

Team Member	Project Role & Experience
<p><b>David Butler, P.E.</b></p> <p>Project Manager Engineering Manager</p> <p>30+ Years with IMS Automated Data: Yes Pavement Management: Yes ROW Assets: Yes PavePRO Software: Yes Illinois Professional Engineer</p>	<p>David is responsible for ensuring the prepared inventory and processed pavement condition data meets IMS's rigorous QA standards. He works closely with the engineering team to ensure the data meets the deliverable requirements. For the deflection surveys, he will implement the QA/QC process for Dynaflect test locations.</p> <ul style="list-style-type: none"> <li>• <i>B.S. in Civil Engineering, over 30 years engineering experience.</i></li> <li>• <i>Over 25 years specializing in pavement and right of way asset condition surveys, software implementation, analysis, and training.</i></li> <li>• <i>Data collection, inspection and QA/QC of well over 200,000 miles of roadways in all regions of the country.</i></li> <li>• <i>Participation in ASTM sub-committee E1741, TRB sub-committee AFD20 on pavement monitoring, valuation.</i></li> </ul> <p><b>Recent projects include:</b> Evanston, Highland Park, St. Charles, Glendale Heights, Winnetka, Shorewood, Glencoe &amp; Lake County, IL.</p>
<p><b>Don Hardt</b></p> <p>Client Services Manager</p> <p>30+ Years with IMS Automated Data: Yes Pavement Management: Yes ROW Assets: Yes</p>	<p>Don will be responsible for ensuring the quality of data collection and processing activities and that the deliverables address the Village's needs. Nothing will be provided to the Village without Don's review and approval. He will also be the secondary point of contact for the Village to enable the Village to request action from IMS without disrupting the flow if the project.</p> <ul style="list-style-type: none"> <li>• <i>B.S. in Management, Bradley University</i></li> <li>• <i>Expertise in all phases of pavement management implementation.</i></li> <li>• <i>Knowledgeable in many ways to assist municipalities with presentations to officials and special interest groups.</i></li> </ul> <p><b>Recent projects include:</b> Evanston, St. Charles, Aurora, Lake Forest, Highland Park, Lincolnshire, Libertyville, Lake County, &amp; Arlington Heights, IL.</p>
<p><b>Dave Bratton, EIT</b></p> <p>PavePRO Analyst</p> <p>7 Years with IMS Automated Data: Yes Pavement Management: Yes ROW Assets: Yes</p>	<p>Dave will be involved with the initial review of the field data and the post-processing of the data. Dave will prep the data for loading to the PavePRO software and calibrate the analysis with the unit rates and M&amp;R tools. Dave will also perform the initial QA of the sign inventory prep for VUEWorks load.</p> <ul style="list-style-type: none"> <li>• <i>B.S. in Civil Engineering, Bradley University</i></li> <li>• <i>Certified for PAVER implementation and data interpretation.</i></li> <li>• <i>Registered E.I.T. in Illinois</i></li> </ul> <p><b>Recent projects include:</b> Lake County, Evanston, Forsyth, Arlington Heights, Plainfield, Glendale Heights, Shorewood &amp; Lockport, IL.</p>



**Village of Downers Grove  
2018 Pavement Condition Assessment**

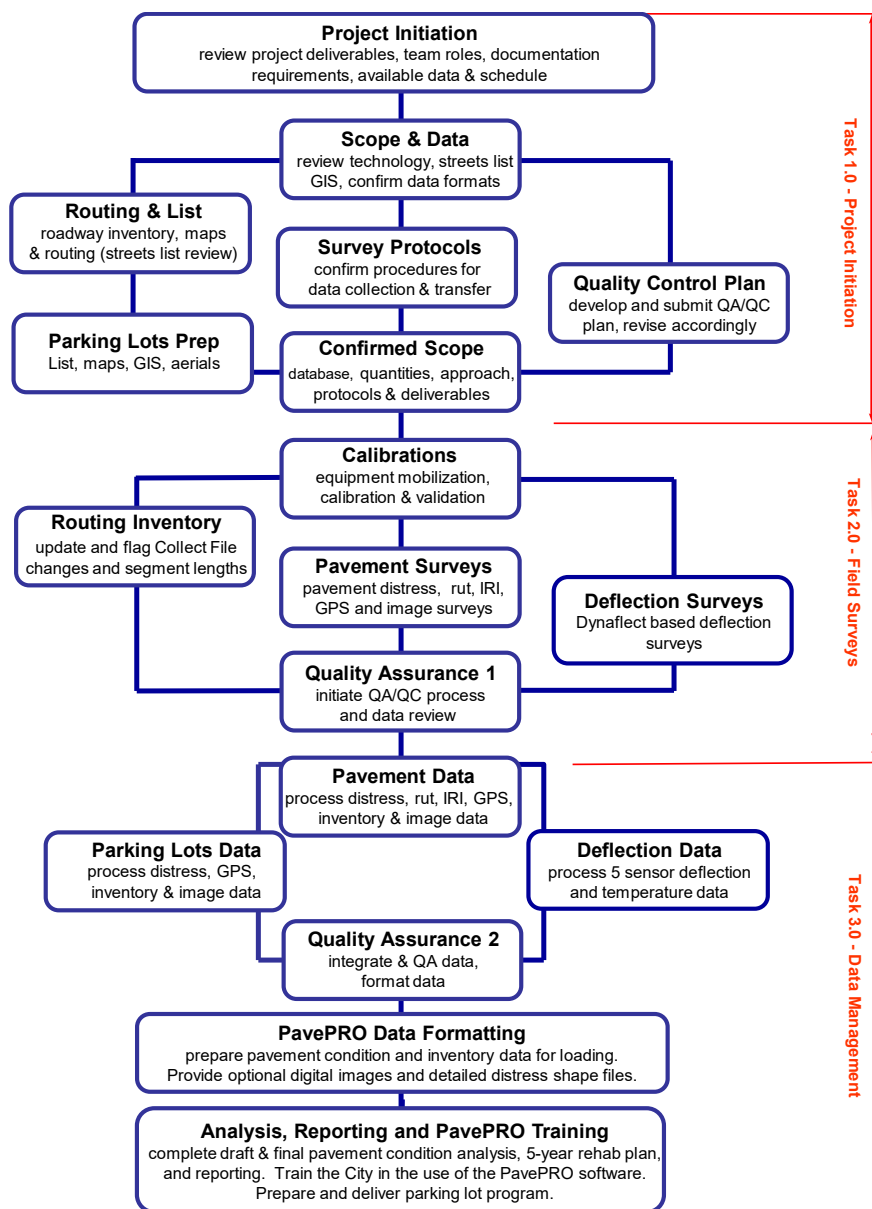
**Proposed Scope & Work Plan**

Over the course of implementing and collecting roadway and asset data for over hundreds of transportation and municipal agencies, IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS will use a series of Task Activities to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure. For this assignment we anticipate three tasks, each with numerous activities and deliverables within them. They are presented in the following flow chart and include:

**Project Initiation** – this task will set the tone for the overall assignment, as well as document the scope, deliverables and formats.

**Field Surveys** – this task is the heart of the project and encompasses all activities relating to the field surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys will also be used to undertake quality assurance activities that relate to coverage (making sure all streets are surveyed) and sensor validation – making sure the data was collected and recorded.

**Data Management** – this is the task that takes the raw information collected in the field, and processes it into a series of deliverables. The task will also complete the quality assurance process, format, load, reports, software implementation and on-site training.



A detailed task description can be provided as part of the project initiation.

Village of Downers Grove – 2018 Pavement Condition Assessment

**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:**

IMS Infrastructure Management Services, LLC

Date: April 6, 2018

Company Name

dhardt@ims-rst.com

1775 Winnetka Circle

Email Address

Street Address of Company

Donald Hardt

Rolling Meadows, IL 60008

Contact Name (Print)

City, State, Zip

(847) 506-1500

(847) 506-1500

24-Hour Telephone

Business Phone

  
Signature of Officer, Partner or Sole Proprietor

(847) 255-2938

Fax

Alan Sadowsky, Member/Manager  
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Village of Downers Grove – 2018 Pavement Condition Assessment



**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:** IMS Infrastructure Management Services, LLC  
**ADDRESS:** 1775 Winnetka Circle  
**CITY:** Rolling Meadows  
**STATE:** IL  
**ZIP:** 60008  
**PHONE:** (847) 506-1500      **FAX:** (847) 255-2938  
**TAX ID #(TIN):** 20-0843083

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

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

**NAME:** IMS Infrastructure Management Services, LLC  
**ADDRESS:** 1820 W Drake Drive, STE 104  
**CITY:** Tempe  
**STATE:** AZ      **ZIP:** 85283

**TYPE OF ENTITY (CIRCLE ONE):**

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

**SIGNATURE:** *[Handwritten Signature]*      **DATE:** April 6, 2018

## Village of Downers Grove – 2018 Pavement Condition Assessment

**PROPOSER'S CERTIFICATION**

With regard to ST-056-18, CFB-0-018-2018/tt for:  
2018 Pavement Condition Assessment, proposer IMS Infrastructure  
Management Services, LLC hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

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

BY: *Donald Hardt* Donald Hardt, Manager of Client Services  
Proposer's Authorized Agent

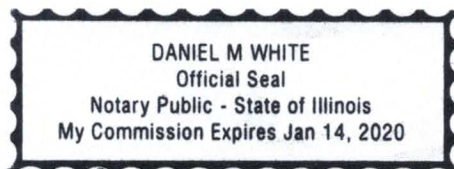
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 6th day of April, 2018.

*Daniel M White*  
Notary Public)



(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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** Limited Liability Company  
Signatures and Addresses of All Members of Partnership:

*[Signature]* Alan Sadowsky - 4 Crescent Place, Cambridge, ON N1S 2N8  
*[Signature]* Stephen Smith - 1820 W Drake Drive, STE 104 Tempe, AZ 85283

The partnership does business under the legal name of: IMS Infrastructure Management Services, LLC  
which name is registered with the office of City of Tempe in the state of Arizona.

## Village of Downers Grove – 2018 Pavement Condition Assessment

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_

and if operating under a trade name, said trade name is: \_\_\_\_\_

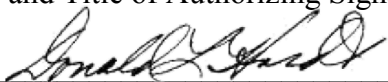
which name is registered with the office of \_\_\_\_\_ in the state of

\_\_\_\_\_.

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 American Insurance & Investment Corp.Agent April RachelStreet Address 6765 West Russell Rd, STE 150City, State, Zip Code Las Vegas, NV 89118Telephone Number (702) 877-1760

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

Print Name of Company: IMS Infrastructure Management Services, LLCPrint Name and Title of Authorizing Signature: Donald Hardt, Manager of Client ServicesSignature: Date: April 6, 2018

**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: IMS Infrastructure Management Services, LLC

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: Donald Hardt, Manager of Client Services

Signature: 

Date: April 6, 2018

## Village of Downers Grove – 2018 Pavement Condition Assessment

<b>Suspension or Debarment Certificate</b>
--------------------------------------------

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: IMS Infrastructure Management Services, LLC

Address: 1775 Winnetka Circle

City: Rolling Meadows, IL Zip Code: 60008

Telephone: ( 847 ) 506-1500 Fax Number: ( 847 ) 255-2938

E-mail Address: dhardt@ims-rst.com

Authorized Company Signature: 

Print Signature Name: Donald Hardt Title of Official: Manager of Client Services

Date: April 6, 2018



Village of Downers Grove – 2018 Pavement Condition Assessment

**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.

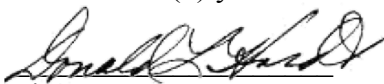
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Donald Hardt  
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



**IMS Infrastructure Management Services**

Consultants | Engineers



**COST PROPOSAL for:**

**ST-056-18, CFB-0-018-2018/tt  
2018 Pavement Condition Assessment**

**April 13, 2018 - 11:00 AM**

**Village of Downers Grove**  
Attn: John M. Welch, PE, CFM  
Assistant Director of Public Works - Engineering  
5101 Walnut Avenue  
Downers Grove, IL 60515

**IMS Office Location**

1775 Winnetka Circle  
Rolling Meadows, IL 60008  
(847) 506-1500 ph  
(847) 255-2938 fax

consulting  
engineering  
data collection  
software

[www.ims-rst.com](http://www.ims-rst.com)



IMS Infrastructure Management Services  
1775 Winnetka Circle, Rolling Meadows, IL 60008  
Phone: (847) 506-1500 Fax: (847) 255-2938  
[www.ims-rst.com](http://www.ims-rst.com)

April 13, 2018

Village of Downers Grove  
Public Works Department  
5101 Walnut Avenue  
Downers Grove, IL 60515

**Attention:** John M. Welch, PE, CFM, Assistant Director of Public Works – Engineering  
**Reference:** **Proposal ST-056-18, CFB-0-018-2018/tt for: 2018 Pavement Condition Assessment**

Dear Mr. Welch,

IMS Infrastructure Management Services is pleased to submit our cost proposal for the above referenced project to the Village of Downers Grove. The following page documents our cost summary for pavement and parking lot data collection, processing and report deliverables. The total, lump sum, fee is based on a survey of approximately 175 test miles of streets and 17 village parking lots. The proposed scope and inclusion of any optional services will be documented for the Village. All questions regarding this fee submission should be directed to the Client Services Manager:

Donald Hardt, Manager of Client Services  
**IMS Infrastructure Management Services, LLC**  
1775 Winnetka Circle, Rolling Meadows, IL 60008  
Phone: (847) 506-1500, Fax: (847) 255-2938  
E-mail: [dhardt@ims-rst.com](mailto:dhardt@ims-rst.com)

We appreciate Downers Grove's consideration of IMS for the completion of the pavement condition assessment project. If any questions arise please do not hesitate to call our office. Our entire staff is here to provide support and we look forward to hearing from you.

Regards,

**IMS Infrastructure Management Services, LLC**

Donald Hardt  
Manager of Client Services

**Village of Downers Grove**  
**Cost Proposal for 2018 Pavement Condition Assessment**

**Cost Summary**

IMS has developed the following pavement management cost summary for your consideration. It is based on the Village estimate of 175 test miles for its street network and 17 village parking lots with a total pavement area of approximately 79,482.5 square yards. Unit prices are based on IMS costs offered to the Northeast Illinois Municipal Partnering Contract, a consortium of North and Northwest Chicago area municipalities as their selected pavement management provider. They represent our lowest costs in Northeast Illinois. The NTE Total is a "not to Exceed" fee as set forth in the RFP.

<b>Task</b>	<b>Activity</b>	<b>Quant</b>	<b>Units</b>	<b>Unit Rate</b>	<b>Total</b>
<b>Project Initiation</b>					
1	Project Initiation	1	LS	\$2,500.00	\$2,500.00
2	Network Referencing & GIS Linkage	175	T-Mi	\$15.00	\$2,625.00
<b>Field Surveys</b>					
3	RST Local Mobilization/Calibration	1	LS	\$1,500.00	\$1,500.00
4	RST Pavement Data Collection	175	T-Mi	\$135.00	\$23,625.00
5	Dynalect Local Mobilization & Calibration	1	LS	\$1,000.00	\$1,000.00
6	Deflection Testing	175	T-Mi	\$125.00	\$21,875.00
7	Parking Lot Survey & Reports *	1	LS	\$19,870.00	\$19,870.00
<b>Data Management</b>					
8	Data QA/QC, Processing & Format (Geodatabase; Shapefile; KML)	175	T-Mi	\$20.00	\$3,500.00
9	PavePRO Software Implementation & Configuration	1	LS	\$3,000.00	\$3,000.00
10	Software Maintenance and Support	1	LS	\$1,000.00	\$1,000.00
11	PavePRO Software Training (2 Days; On-site)	1	LS	\$2,000.00	\$2,000.00
12	Pavement Analysis, Budget Development & Report	1	LS	\$6,500.00	\$6,500.00
13	Project Management	1	LS	\$6,674.00	\$6,674.00
<b>2018 Pavement Condition Assessment NTE Total:</b>					<b>\$95,669.00</b>

**Optional Services**

14	Provision of Digital Images at 25-foot Intervals (Forward View)	175	T-Mi	\$17.00	\$2,975.00
15	Digital Video Storage for Future Asset Extraction	175	T-Mi	\$7.50	\$1,312.50

\* Parking lot field surveys and reports are calculated on a unit price of \$0.25 / square yard.

Services are provided on a unit-price basis. The fee schedule is submitted with the assumption that the Village of Downers Grove will provide or assist IMS with the following information and services:

- Street list and GIS centerline file of streets to be surveyed complete with functional classifications.
- Safety vehicle to trail deflection testing equipment on arterials or major collectors if requested.
- GIS, parking lot locations and available information.
- Notification and coordination with other departments or agencies, if necessary.