

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**2/19/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract for Engineering Services, Stormwater, Roadway and Sidewalk Improvements on Indianapolis Avenue	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for engineering services related to CIP project SW-087, for work on Indianapolis Avenue in the West Burlington area, to Engineering Resource Associates (ERA) of Warrenville, Illinois in the amount of \$42,936.78, which includes a 10% contingency.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY19 Budget includes \$50,000 for Professional Services for CIP project SW-087. A summary of the funding locations and levels is provided in the following table:

<b>Fund</b>	<b>Allocation Amount</b>
Stormwater - Page 4-29, Line 21	\$17,343.34
Capital - Page 4-17, Line 21 (road)	\$17,343.34
Capital - Page 4-17, Line 21 (sidewalk)	\$8,250.10
<b>TOTAL</b>	<b>\$42,936.78</b>

**RECOMMENDATION**

Approval on the February 19, 2019 Consent Agenda.

**BACKGROUND**

Indianapolis Avenue from Drendel Road to Cross Street resides within the area recently labeled the “West Burlington Area.” This section of Indianapolis Avenue was included in the West Burlington Drainage Study, completed October 2017, which recommends installation of a new storm sewer system (ditches, storm sewer pipes, culverts, etc.) to bring the right-of-way up to the recommended level of service. Furthermore, the Indianapolis Avenue pavement is in poor condition and is in need of widening to safely convey two lanes of

traffic. This contract is for the design engineering services for stormwater improvements and the reconstruction of Indianapolis Avenue.

With this project staff has also included design of new sidewalk on Cross Street from Ogden Ave to and through the Cross Street “s-curve” and design of the reconfiguration of the Cross Street “s-curve.” Installation of new sidewalk on Cross Street from Ogden Avenue to the “s-curve” will provide a continuous sidewalk connection from Ogden Avenue to Belmont Train Station. The “s-curve” will be reconfigured to meet the required pavement width and turning radii per the IDOT Bureau of Local Roads and Streets Manual, as discussed at the 4/26/17 TAP Commission meeting.

Staff received proposals from six (6) pre-qualified engineering firms to complete engineering and surveying services for this project. These services include a topographic survey, drainage report and preparation of construction drawings. After reviewing the proposals, Engineering Resource Associates, Inc. was identified as the firm that best meets the needs of the Village. Staff recommends award of this contract to Engineering Resource Associates, Inc. based on their understanding of the project, capability to perform the work, vast experience with the project location and its vicinity, and proposed fee. Engineering Resource Associates, Inc. has provided professional services for the Village in the past with satisfactory results.

## **ATTACHMENTS**

Contract Documents  
Consultant Evaluation

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: February 19, 2019  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: SW-087  
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for engineering services for Indianapolis Avenue in the West Burlington area (SW-087) to Engineering Resource Associates, Inc. in the amount of \$39,033.44 plus 10% contingency in the amount of \$3,903.34 for a total not-to-exceed \$42,936.78.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for engineering services for Indianapolis Avenue in the West Burlington area (SW-087) to Engineering Resource Associates, Inc. in the amount of \$39,033.44 plus 10% contingency in the amount of \$3,903.34 for a total not-to-exceed \$42,936.78.

RECORD OF ACTION TAKEN:

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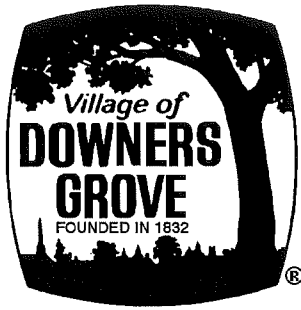


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Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: ENGINEERING RESOURCE ASSOCIATES, INC.

Project Name: Phase II Stormwater Management Engineering Services -  
Indianapolis Avenue

Proposal No.: SW-087-19

Proposal Due: Friday, January 18, 2019 @ 10:00 A.M. –  
Public Works Facility, 5101 Walnut Avenue  
Downers Grove, IL 60515

Pre-Proposal Conference: Not Required

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Date Issued: Thursday, January 3, 2018

This document consists of 30 pages.

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

JIM TOCK, PE  
ENGINEERING MANAGER  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-2453  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

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

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

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

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

I. REQUEST FOR PROPOSALS

II. TERMS & CONDITIONS

III. DETAILED SPECIFICATIONS

IV. PROPOSAL/CONTRACT FORM

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

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## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Friday, January 18, 2019 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, PE, in a sealed envelope marked "SEALED PROPOSAL for STORMWATER MANAGEMENT ENGINEERING SERVICES FOR INDIANAPOLIS AVE." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

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

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

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

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

**4. RESERVED RIGHTS**

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

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## **II. TERMS AND CONDITIONS**

### **1. VILLAGE ORDINANCES**

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

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

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

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

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

### **4. NONDISCRIMINATION**

- 4.1 Proposer shall, as a party to a public contract:
- (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.
- 4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

### **5. SEXUAL HARASSMENT POLICY**

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

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

**6. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

**7. DRUG FREE WORK PLACE**

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

- 7.1 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.
- 7.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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

**8. PREVAILING WAGE ACT**

- 8.1 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](http://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.
- 8.2 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.
- 8.3 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.
- 8.4 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 (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that

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

- 8.5 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.
- 8.6 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.

**9. PATRIOT ACT COMPLIANCE**

- 9.1 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.

**10. INSURANCE REQUIREMENTS**

- 10.1 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:
- 10.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 10.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
- 10.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death

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- of any person other than the Proposer's employees;
- 10.1.4 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;
- 10.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 10.1.6 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;
- 10.1.7 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.
- 10.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 10.3 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.
- 11. CAMPAIGN DISCLOSURE**
- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 12. SUBLETTING OF CONTRACT**
- 12.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

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

**13. TERM OF CONTRACT**

13.1 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.

**14. TERMINATION OF CONTRACT**

14.1 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.

**15. BILLING & PAYMENT PROCEDURES**

15.1 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.

15.2 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.

15.3 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

**16. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

16.1 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.

**17. STANDARD OF CARE**

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

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

- 17.2 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.
- 17.3 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.

**18. GOVERNING LAW**

- 18.1 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.

**19. SUCCESSORS AND ASSIGNS**

- 19.1 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.

**20. WAIVER OF CONTRACT BREACH**

- 20.1 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.

**21. AMENDMENT**

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

**22. NOT TO EXCEED CONTRACT**

- 22.1 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.

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**23. SEVERABILITY OF INVALID PROVISIONS**

- 23.1 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.

**24. NOTICE**

- 24.1 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.

**25. COOPERATION WITH FOIA COMPLIANCE**

- 25.1 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.)

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
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### **III. DETAIL SPECIFICATIONS**

#### **1. REQUEST**

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

#### 1.2 Project Description

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

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

Areas 7, 8 and 17, identified in the SPA report, all of which have been designed and constructed, are within an area deemed "West Burlington." The Village completed a drainage study of West Burlington which focuses on providing infrastructure for the Service Level Drainage Event identified in the SPA. The West Burlington Drainage Study as well as the construction plan set and permit submittal for the "Drendel and Cross Drainage Road and Sidewalk Improvement (Area 7)" project are available upon request.

The Village is now requesting topography, a drainage study, preliminary plans, final engineering plans, specifications and an engineer's estimate for improving the stormwater infrastructure on Indianapolis Avenue from Drendel Road to Cross Street to convey the Service Level Drainage Event. In addition to the drainage improvements, the Village wishes to reconstruct Indianapolis Avenue to the minimum pavement width (18') and install sidewalk on one side of Indianapolis Avenue. The Village also wishes to reconstruct a portion of Cross Street known as the "S-Curve," located at Prairie Avenue and Cross Street, to the minimum pavement width (18') and install sidewalk on one side of Cross Street. All improvements must be compatible with completed downstream improvements and must accommodate future, upstream drainage improvements identified in the West Burlington Drainage Study.

Project scope includes, but may not be limited to:

- New drainage system (storm sewers, inlets, catch basins, ditches, etc.)
- Defined overland flow routes
- Recommended flood proofing solutions for select homeowners
- Reconstruction and widening of Indianapolis Avenue with possible curb and gutter on one or both sides of roadway
- Reconstruction and widening of the Cross Street "S-Curve" with possible curb and

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
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- gutter on one or both sides of roadway
- Sidewalk installation and associated grading on one side of Indianapolis Avenue and through the Cross St “S-Curve”
- Relocation of private utilities in conflict with proposed improvements

Firms shall provide a project scope, as detailed in Section 1.3, for the following components:

1. Topographic survey of study area specified in Exhibit A which shall include sufficient survey for design of the improvements. Survey shall include a 100-foot overlap at all street intersections.
2. Drainage study/report of existing conditions as they relate to adequate conveyance of the “Service Level Drainage Event”, conceptual plans (maximum of two alternatives) and associated cost estimates to bring the site up to the recommended level of service
3. Preliminary plans (50%), pre-final plans (90%), final engineering plans, specifications, cost estimates and permitting
4. Price per 100-linear feet of additional right-of-way topographic survey, if required
5. Price per ½ acre for additional topographic survey on private property, if required

**A separate cost shall be provided for each of the above components and shall be provided in a separate sealed envelope.**

### 1.3 Scope and Schedule

#### *1. Topographic Survey*

All topographic information acquired as necessary to support a constructible plan set in the future for areas identified in Exhibit A (approximately 2,150 linear feet of right-of-way). The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:

- Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
- All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic data of the identified segments in AutoCAD Civil3D (v.2013 or later) supplied to the Village. Plans shall be provided to the

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

Village, for its use, in a digital format approved by the Village. Data shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. Surface data shall also be provided. Copies of all support files (.shx, .ctb, .xml, etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.

- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical, and telephone, and sewers. No digging for elevation verification of utilities will be required.
- Supply detailed information for all storm and sanitary sewer structures, pipes, culverts, end sections, etc., water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits, including rim and invert.
- Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation, and elevations of roadway and driveway pavement over culverts.
- Locations and identification of all above ground features; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
- Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
- Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Contour lines plotted throughout the project with high points or low points indicated between similar contours.
- Providing compatible drawing files (AutoCAD Civil3D 2013 or later) on compact disk or other media approved by the Village.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
- Placement of at least two temporary benchmarks located outside the limits of construction.

## 2. *Drainage Report*

Desired activities shall include:

- Drainage Report
- Conceptual level plans/exhibits/cost estimates showing proposed improvements within the drainage area (maximum of two alternatives)
- Identify potential grant opportunities for implementation of any the proposed solutions
- Identify permits or agency approvals and estimated fees that may apply to each proposed solution along with pros/cons associated with each solution
- Anticipate one (1) meeting with Village staff to discuss project alternatives and one (1) possible residential meeting hosted by the Village

## 3. *50%, 90% and 100% Engineering Plans / Specifications / Estimates / Permitting*

The Consultant will be required to perform all necessary work required to prepare the plan

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

set, specifications, estimates, special provisions, cost estimate and permitting. The topographic survey shall be performed by an Illinois-licensed surveyor and shall be prepared per the requirements above. Anticipate two (2) additional meetings with Village staff to discuss project.

- a. Preliminary plan submittal (50%)
- b. Pre-Final Plans (90%) and Final Plans shall include, but may not be limited to:
  - Cover Sheet
  - General Notes and Summary of Quantities
  - Earthwork Schedule
  - Typical Sections and Construction Details
  - Alignment, Ties and Benchmarks
  - Grading Plan (1" = 20')
  - Storm Sewer Plan and Profile
  - Sediment Erosion, Sediment Control Plan (1" = 20')
  - Cross-Sections (every 50' and at other critical locations)
  - Any other plans as may be required to complete the work
- c. Cost estimate for conceptual plans, 50%, 90% and 100% plans.
- d. Specifications and special provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.
- e. Permit submittals - application for any required permits (i.e. Railroad, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work (if required) to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Consultant must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal, including potential wetland delineation/determination. All necessary permitting, including fees, will be the responsibility of the Consultant unless specifically excluded in this RFP.
- f. The Consultant will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of plans, special provisions and specifications as may be required, which will be provided by Consultant), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.
- g. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable

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for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.

- h. 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.

*4. Additional right-of-way topographic survey, if required*

Any additional topographic survey required within the right-of-way shall be performed and delivered per the survey requirements identified within this RFP.

*5. Additional topographic survey on private property, if required*

Any additional topographic survey required on private property shall be performed and delivered per the survey requirements identified within this RFP.

## 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 Organizational Chart
- Resumes of Staff (only those persons not included in SOQ)
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown for items 1-4 (**in separate sealed envelope**).
- Unit Price for items 5-6 (**in same separate sealed envelope**)

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

### 2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on January 18, 2019**. 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

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
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Exceed” cost.

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

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

2.5 Pre-Proposal Field Review

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

3. **PROJECT DELIVERABLES**

3.1 General

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

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

3.2 Deliverables schedule

Topographic Survey

- To be coordinated with schedule of drainage study/report and final designs below.

Drainage Study/ Report

- One (1) hard copy and (1) electronic copy of drainage study/report due March 15, 2019

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
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- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

Engineering Plans/Specifications:

- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due April 12, 2019.
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due May 17, 2019
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due June 7, 2019
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.

#### 4. CONTACTS

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

Jim Tock, PE  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-2453  
Fax 630-434-5495

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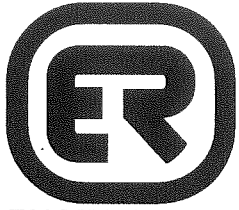
EXHIBIT A:  
PROJECT LOCATION MAP



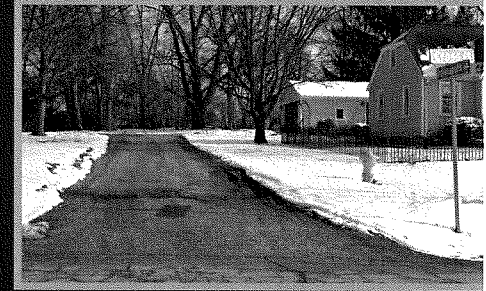
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**IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

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



**ENGINEERING**  
RESOURCE ASSOCIATES



### **Proposal for:**

Stormwater Management Engineering Services for  
Indianapolis Avenue - Phase II (SW-087-19)

### **Prepared for:**

Village of Downers Grove  
ATTN: Jim Tock, PE  
Engineering Manager  
5101 Walnut Avenue  
Downers Grove, IL 60515

**Due: January 18, 2019 at 10:00 AM**

### **Table of Contents:**

Cover Letter  
Project Understanding/Approach  
Project Schedule  
Project Team  
Project Experience  
Certificate of Insurance  
Proposal Forms

**Not-to-Exceed Fee Proposal in a  
Seperate 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



**ENGINEERING**  
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

January 18, 2019

Mr. Jim Tock, PE  
Engineering Manager  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515

**Subject: Proposal and Cost Estimates for Phase II Stormwater Management Engineering Services, Indianapolis Avenue (SW-087-19)**

Dear Jim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this Proposal for Phase II Stormwater Management Engineering Services – Indianapolis Avenue. This submittal has been prepared in accordance with the request for proposal, a visit to the project location, our experience on similar assignments, and our familiarity of the watershed.

ERA is a civil engineering, structural engineering, environmental science and land survey consulting firm with specialized expertise in the analysis, design and construction of innovative stormwater solutions. We feel that we offer the following advantages on this assignment:

- 1. Watershed Familiarity** - Our proposed team has studied and designed several stormwater projects in the West Burlington watershed. We have recently completed design of Francisco, Chase, Drendel and Cross sewer and road improvements. We have also completed the overall topographic survey and drainage study of the area which provides us a unique advantage in completing the work on time and under budget.
- 2. Staff Familiarity** - Our proposed team has vast experience working with Village staff. We have worked on many similar projects and understand their desires and goals for Phase II projects. Staff familiarity allows ERA and the Village to adjust scope as needed without significant changes to contracts.

We appreciate the opportunity to submit this Proposal for Stormwater Management Engineering Services for Indianapolis Avenue project and we look forward to continuing our relationship with the Village of Downers Grove. If you have any questions, please contact me at (630) 393-3060, ext #23 or via email to mmichalalisko@eraconsultants.com.

Respectfully submitted,  
ENGINEERING RESOURCE ASSOCIATES, INC.

  
Marty Michalisko, PE, CFM  
Project Manager

**WARRENVILLE**

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

**CHICAGO**

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

**CHAMPAIGN**

2416 Galen Drive  
Champaign, IL 61821  
P 217.351.6268



## Project Approach

### Project Understanding

The Village of Downers Grove has experienced significant flooding within the residential area known as the West Burlington Area. In 2017 the Village completed a drainage study of the area. The drainage study identified storm sewer and ditch and culvert improvements on Indianapolis from Drendel Road to Cross Street. The improvements were proposed to improve local drainage to provide the Service Level Drainage Event in the area. The Village now wishes to hire a consultant to design these improvements. In addition to the drainage improvements the Village desires to reconstruct Indianapolis Avenue to the minimum pavement width of 18-feet and install sidewalk on one side of Indianapolis. The Village also wishes to reconstruct the S-curve on Cross Street located at Prairie Avenue to the minimum pavement width of 18-feet and install sidewalk on one side of Cross Street. The improvements must be compatible with the recently completed downstream improvements and accommodate future upstream drainage improvements. It is anticipated that the project scope includes the following:

1. New Drainage System (storm sewers, inlets, catch basins, ditches, etc.)
2. Defined overland flow routes
3. Recommended flood proofing solutions for select homeowners
4. Reconstruction and widening of Indianapolis Avenue with possible curb and gutter on one or both sides of roadway
5. Reconstruction and widening of the Cross Street S-Curve with possible curb and gutter on one or both sides of roadway
6. Sidewalk installation and associated grading on one side of Indianapolis Avenue and through the Cross Street S-Curve
7. Relocation of private utilities in conflict with proposed improvements

### Project Approach

ERA has completed many projects within the West Burlington area. This includes the overall stormwater study and improvements to SPA projects 7, 8, and 17. Our work included a complete topographical survey of the area that can be used for final design plans. We have provided costs for survey, however, after review of our past work minimal survey should be needed. As part of our design work for the Drendel Road stormwater improvements we prepared for and considered drainage from Indianapolis and from Cross Street north of the S-curve. We have an intimate understanding of the area and can jump into the design quickly without reinventing the drainage study and topographic survey. ERA will use this experience to reduce the time and cost of the project.

### Project Challenges & Ideas

ERA has identified several project challenges and offer some ideas to meet these challenges.

- 1. Existing Topographic Survey** – ERA completed a detailed topographic survey of the area. We have reviewed our past work and the survey is very detailed and can be used for final design. Significant survey work should will not be required if ERA is awarded the project.



## Project Approach

**2. Indianapolis Sidewalk** – Based on our site visit, our sidewalk design on Drendel and review of our completed topographic survey on Indianapolis our initial suggestion would be to put the sidewalk on the south side of Indianapolis. The south side right-of-way is clear of large diameter trees and the existing grades make it and less expensive design. The home on the northeast corner of Indianapolis and Drendel is much higher than the roadway and placing a sidewalk on the north side may require a retaining wall.



**3. Indianapolis Curb** – Based on our site visit, our West Burlington Drainage Study and review of our completed topographic survey on Indianapolis our initial suggestion would be to place curb on the south side of Indianapolis. The grades fall away from the road to the south causing flow from the right-of-way to drain through private properties. Placing curb on the south side will help keep flow on the right-of-way for the Service Level Drainage Event. We will maintain overland flow paths for storms greater than the Service Level Drainage Event.

**4. S-Curve Overhead Utilities** – The existing roadway is extremely tight to the south right-of-way. In addition, the overhead utilities are very close to the north side of the roadway. We will have to relocate the utilities to accomplish the design goals of implementing sidewalk on one side and widening the road to a minimum 18-feet.

**5. S-Curve Sidewalk** – Based on our site visit, our sidewalk design on Cross and review of our completed topographic survey of the area our initial suggestion would be to place the curb on the south side of the S-curve. If it were to be placed on the north side, we would have to cross the street on the S-curve. This pedestrian movement is not ideal for safety as line of site is poor at this location. In addition, pedestrians would have to look behind them to see northbound traffic which contradict most pedestrian crossings.

**6. S-Curve Roadway Alignment** – We suggest moving the roadway alignment to the north to make room for sidewalk on the south side. This alignment will require the removal of trees likely put in by the homeowner. Removal of the trees will significantly increase the safety of this area as it will open site lines for pedestrians and drivers.





## Project Approach

### Scope of Services

The anticipated scope of improvements is provided below.

Street	From	To	Length
Indianapolis Avenue	Drendel	Cross	600 ft.
Cross Street	Beginning of S-Curve	End of S-Curve	400 ft.
Total Length			1000 ft.

- 1. Meetings and Coordination** – We will work closely with staff and other stakeholders to maintain communication throughout the duration of the project including obtaining information, providing progress updates and discussing relevant issues. ERA will provide coordination with key stakeholders such as reviewing agencies and other parties having an interest in the project. This task includes preparation of meeting agendas prepared and distributed 2 working days in advance of meetings and preparation of minutes prepared and distributed within 2 working days following the meeting. The following meetings are anticipated:

  - 1.1 Facilitate four meetings with the Village to discuss project issues. It is anticipated that the meetings will occur at the kickoff stage, project alternatives, 50% and 90% plans.
  - 1.2 One stakeholder meeting hosted by the Village
  - 1.3 General phone and email coordination with the Village.
- 2. Topographic Survey/Base Plans** – ERA has completed a detailed topographic survey of the public rights-of-way in the area. We have reviewed the survey and should be used for this project. For the purpose of this proposal we have provided a cost to complete a full survey and base plans of the area, however, we do not anticipate that this will be required.
- 3. Utility Coordination** – ERA will perform a design JULIE to identify public utilities in the area. ERA will submit base plans, 50%, 90%, and 100% design plans to the utility companies for review and comment. ERA will coordinate with the utility companies to continually refine their scope of work and construction schedule to help ensure that the project does not get delayed due to relocation of any utilities.
- 4. Update the Service Level Drainage Event Analysis Report**– ERA previously completed the West Burlington Service Level Drainage Event Analysis. The work identified storm sewers, ditch and culvert improvements on Indianapolis and to the low point on Cross just north of the S-curve. ERA will update the drainage analysis to verify the proposed design of up to two alternatives. Report exhibits and calculations will be updated and resubmitted. The updated report will identify any additional grants available and permitting agencies that will be involved with the proposed design.



## Project Approach

- 5. Plans, Specs, Estimates (50%, 90%, 100%)** – This task includes the preparation of PS&E (50%, 90%, 100%) for the storm sewer and roadway improvements. It is anticipated that plans will include the following sheets:
- a. Cover Sheet and Location Map
  - b. General Notes and Typical Sections
  - c. Summary of Quantities and Schedule of Quantities
  - d. Alignment, Ties and Benchmarks
  - e. Traffic Control Plans and Details
  - f. Plan and Profile Sheets
  - g. Utility Plans
  - h. Intersection Details
  - i. Cross-Sections
  - j. Stormwater Pollution Prevention Plans
  - k. Restoration Plans
  - l. Tree Removal and Preservation Plans
  - m. Construction Details

This task includes the preparation of specifications and an engineer's opinion of probable construction cost.

- 6. QA/QC Review** – ERA will perform internal QA/QC reviews prior to issuing the 90% and 100% PS&E.
- 7. Permitting** – The following permits have been identified. ERA will work with the jurisdictional authorities to acquire approval. Work will include summary reports and documentation to demonstrate regulations are being met.
- Village of Downers Grove – PS&E review and approvals and stormwater management approval. It is estimated that no detention or BMPs will be required. No floodplain impacts are anticipated.
  - IEPA (NPDES/NOI) – erosion control and stormwater quality.
- 8. Bidding Assistance** – ERA will provide bidding assistance for the project. This work will include answering bidder questions throughout the duration of the work. It is anticipated that the Village will perform the remaining of the bidding and construction assistance.
- 9. Additional Sidewalk Design** – ERA will design additional sidewalk beyond the scope of the roadway improvements. The additional sidewalk is approximately 1,500-feet in length on Cross Street from Ogden Avenue south to the S-curve on Cross Street. It is anticipated that sidewalk will be limited to one side of the street and a structural engineer will not be required for any required grade changes.

## Deliverables

The following deliverables are anticipated:

- One (1) hard copy and one (1) electronic copy of 50% PS&E
- One (1) hard copy and one (1) electronic copy of 90% PS&E



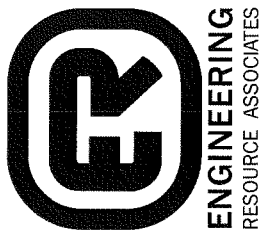
## Project Approach

- One (1) hard copy and one (1) electronic copy of 100% PS&E
- One (1) CD containing electronic copies of all final project files, drawings and any support documentation

## Schedule

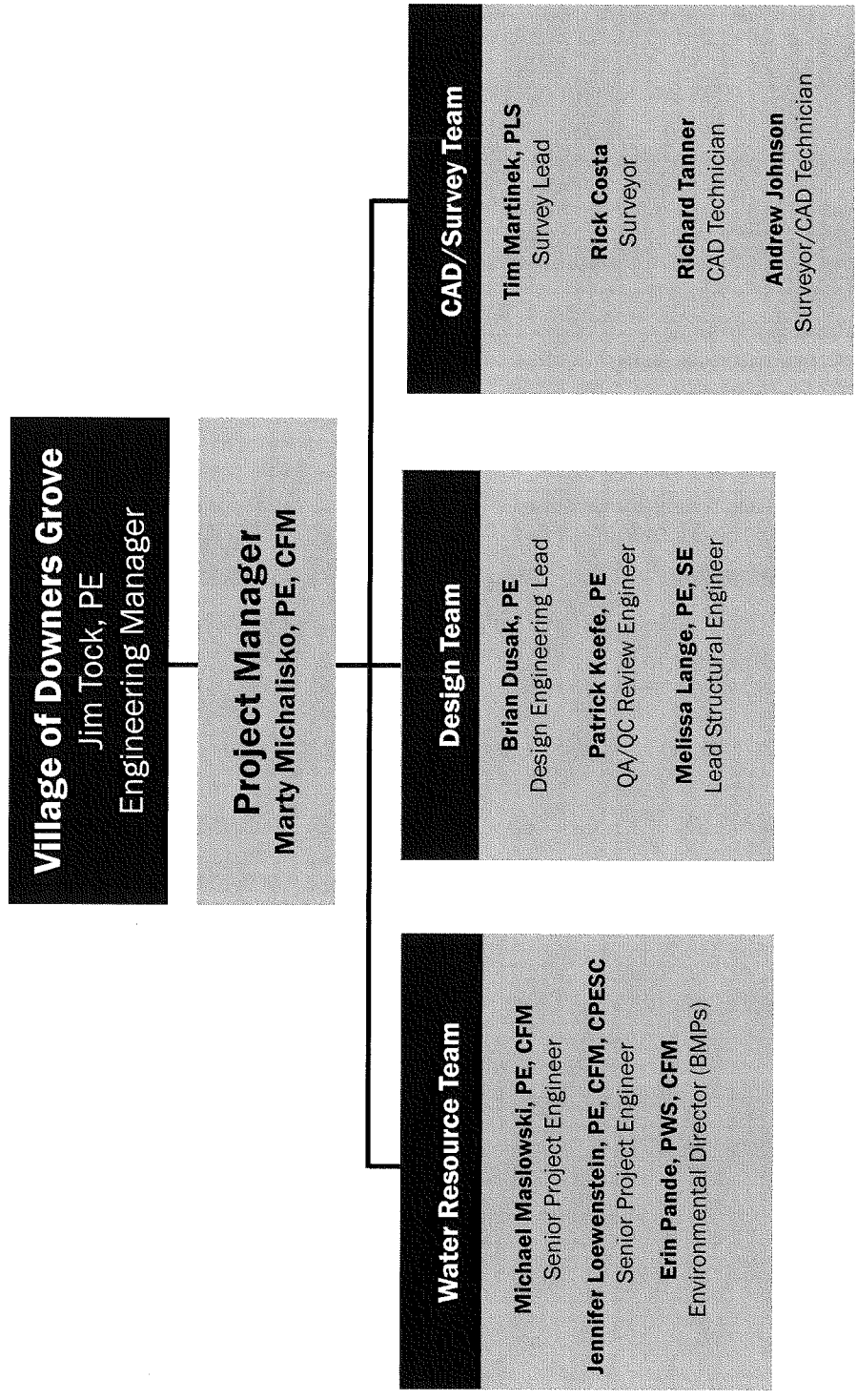
The following schedule is anticipated for the Indianapolis and Cross S-Curve design:

Project Initiation	January 2019
Field Verification and Supplemental Survey	February 2019
Updated Drainage Report	March 15, 2019
Submit 50% PS&E	April 1, 2019
50% Review Comments	April 12, 2019
Submit 90% PS&E	May 8, 2019
Submit Permit Applications	April 1, 2019
90% Review Comments	May 17, 2019
Submit 100% PS&E for Bidding	June 7, 2019
Open Bids	June 2019
Begin Construction	Summer 2019

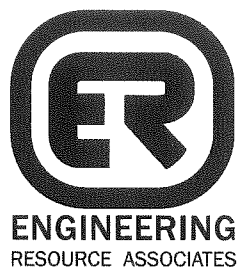


**Team Chart**  
**Proposal**

Stormwater Management Engineering Services for Indianapolis Avenue - Phase II (SW-087-19)

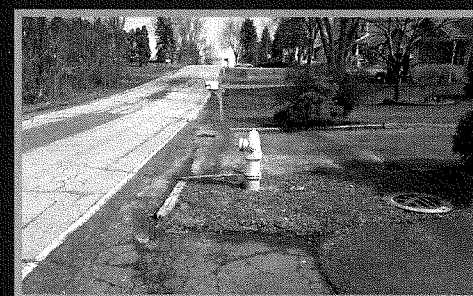


Resumes were included in the previous Statement of Qualification



## Drendel/Cross Sub-Drainage Basin Improvements

Village of Downers Grove, IL



### Project Summary

ERA completed a 240-acre Phase I study of the West Burlington Area in the Village of Downers Grove. The study identified storm sewer improvements to convey the 2-year storm event and ditch and culvert improvements to convey events up to the 10-year reoccurrence interval. The study identified 4 locations that had experienced significant flooding of residential properties that required a minimum 10-year storm sewer capacity. Two of the flood-prone areas fell within Drendel/Cross sub-drainage basin served by an undersized and blocked storm sewer system. The Village of Downers Grove retained ERA to complete the final design of storm sewer improvements identified in Phase I.

The Phase II design included 2,800 LF of new storm sewer ranging in size from 12 to 30-inches. 900-feet of storm sewer was directionally drilled through a local high point to avoid a 25-foot deep trench at the highpoint. This was necessary as the original outlet was silted in on the property of the Belmont Nature Preserve. The preserve is considered a prestigious prairie and impacts to install a new outlet sewer were not allowed. Moving outlet locations allowed for the lowering of Drendel Road at the sag point to achieve positive drainage from residential structures to the street. This provided additional protection to the homes well beyond the desired 10-year level of protection. Wetlands were identified off the ROW of both flood-prone areas. The sewer design was sensitive to the inundation/duration of the wetlands by incorporating unique overflow structures from the wetlands into the new storm sewer.

### ERA Project Team

Shauna Urlacher, PE, CFM, CPESC | Project Manager  
 Marty Michalisko, PE, CFM | Project Director / Principal  
 Eric Wilde | Project Engineer  
 Molly Garrow | Project Engineer  
 Erin Pande, PWS, CFM | Ecological Services Director  
 Andrew Kustus, PE, CFM | Environmental Engineer

### Project Highlights:

- Maintained wetland and prairie hydrology for storms up to the 2-year design storm
- Provided an overflow from the upstream wetland that captures and conveys runoff from larger storms away from the flood-prone homes

### Project Reference:

Jim Tock, PE  
 Staff Engineer  
 Village of Downers Grove  
 5101 Walnut Avenue  
 Downers Grove, IL 60515  
 Phone: 630-434-2453  
 Email: jtock@downers.us

**Construction Cost:** TBD

**Consulting Fee:** \$64,127

**Completion Dates:** 2018



**ENGINEERING**  
RESOURCE ASSOCIATES

## Stormwater Master Plan and Implementation Projects

Village of Downers Grove, IL



### Project Summary

ERA was retained by the Village of Downers Grove in 2007 as part of a four-firm team to develop a village-wide watershed plan for a 14 square mile area. This work was part of a multi-million dollar stormwater infrastructure improvement program to address chronic drainage and flooding problems throughout the Village. The project included integrated use of XPSWMM Modeling and ArcGIS to analyze flooding and to graphically display existing and proposed conditions.

Following the completion of the watershed plan, ERA analyzed, designed and performed construction assistance for numerous stormwater improvement projects within each of the Village's four watersheds. Some of the completed improvements are described in the adjacent column. ERA's services have included extensive hydrologic and hydraulic modeling, technical reports, permitting, streambank stabilization, water quality BMPs, topographic surveys and preparation of plans, specifications and estimates.

All total, ERA provided over \$19.5M in construction costs for stormwater improvements.

### ERA Project Team

Marty Michalisko, PE, CFM | Principal / Project Manager  
Jon Green, PE, CFM | President / Project Director  
Jennifer Loewenstein, PE, CFM, CPESC | Lead Water Resource Engineer  
Michael Maslowski, PE, CFM | Water Resource Engineer  
Erin Pande, PWS, CFM | Ecological Services Director  
Brian Dusak, PE | Senior Project Engineer  
Eric Wilde | Design Engineer  
Cody Frovarp | CAD / GIS Technician

### Implementation Projects:

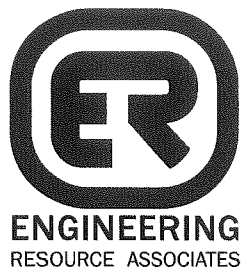
- **Prentiss Creek Sub-watershed B:** Design of a 48-inch relief storm sewer system and flood control basin to provide a 10-year level of protection. \$3M
- **Brook and Centre:** ERA designed approximately 6,000 feet of roadway rehabilitation which included 2,200 feet of storm sewer improvements to address 3.0' of flooding within an industrial subdivision. \$2M
- **West Burlington Residential Improvements:** Providing 15,000 feet of storm sewer and ditch and culvert design for a residential sub-division that has no drainage system. The storm sewer is proposed to convey the 2-year event while the ditches are to convey the 10-year event. \$10M
- **59th and Brookbank improvements:** ERA performed several drainage designs including storm sewer, streambank stabilization, and channel capacity improvements. The channel capacity and stabilization projects have been completed. \$1.5
- **St. Joseph Creek South Sub-watershed J:** Improvements included the buyouts of four properties, removing the through street, creating a cul-de-sac, relocating utilities, and construction of a wetland storage facility. \$3M

### Project Reference:

Jim Tock  
Staff Engineer  
5101 Walnut Avenue,  
Downers Grove, IL 60515  
Phone: (630) 434-2453  
Email: jttock@downers.us

**Construction Cost:** \$19.5 M

**Completed:** 2007 - 2017



## Watershed Modernization Plan and Implementation Projects

Village of Glencoe, IL



### Project Summary

ERA was retained by the Village of Glencoe for the past 17 years to modernize their village-wide Stormwater Management Plan originally completed in 1989. The Village is approximately 3.8 square miles. The updated plan identified recommended improvements to nine drainage basins throughout the village. The Village of Glencoe's conveyance network is complicated due to large diversion culverts, complicated overland flow paths, street flooding, and basement flooding. As a result, ERA used XPSWMM and XPSWMM 2D to perform the updates.

Our work included field hydraulic surveys, extensive hydrologic and hydraulic modeling, alternatives analysis, preliminary design, final design, cost estimating, report preparation, and construction oversight. The modernization work included the recommendation of creative cost-effective solutions that have significantly improved flooding problems and water quality within the village. As a result of these recommendations, we have implemented \$20 million of stormwater management projects some of which are listed on the right.

Permitting requirements: IDOT, Village of Glencoe, Forest Preserve District of Cook County, IDNR, MWRD, Glencoe Park District, EPA, Army Corps, and private owners. Funding sources: Village of Glencoe and Cook County (allocated through State of Illinois Senate Bill).

All total, ERA provided over \$20M in construction costs for stormwater improvements.

### ERA Project Team

Marty Michalisko, PE, CFM | Principal / Project Manager  
Jon Green, PE, CFM | President / Project Director  
Jennifer Loewenstein, PE, CFM, CPESC | Senior Water Resource Engineer  
Michael Maslowski, PE, CFM | Water Resource Engineer  
Molly Garrow | Staff Engineer  
Erin Pande, PWS, CFM | Ecological Services Director  
Cody Frovarp | GIS Specialist  
Brian Dusak, PE | Phase II Team Leader  
Eric Wilde | Design Engineer

### Project Reference

David Mau, PE, Director of Public Works, Village of Glencoe  
675 Village Court, Glencoe, IL 60022  
Phone: (847) 835-4111, Email: davidm@villageofglencoe.org

### Implementation Projects

- Elm Place Improvements: Phase I, II, III engineering for roadway and storm sewer improvements along 2,800 ft. of residential roadways. \$1.5M
- Harbor / Linden Improvements: Phase I,II, III engineering services of 5,000 LF of new storm sewer that reduced flooding by 2.5' in a flood prone neighborhood. \$1.7M
- Greenwood / Oakdale Improvements: Final design and construction engineering for 2,700 LF of new storm sewer ranging in size from 12" to 48". \$2M
- Palos/Fairview Relief Storm Sewer: Designed and constructed a 36-inch diameter relief sewer. The project included restoration and energy dissipation within a ravine tributary to Lake Michigan. \$1.6M
- Dundee Road Relief Storm Sewer: Designed and provided construction services for a 60-inch diameter relief storm sewer along a busy state route. \$1M
- Terrace Court Basin Improvements: Designed and provided construction services for this 2210 linear feet, 36 inch storm sewer improvement project through a residential subdivision. \$1.2M
- Sycamore Lane Improvements: Designed, permitted a 36-inch diameter residential relief sewer and the restoration and stabilization of a tributary ditch. \$500,000
- East Diversion Ditch Bypass: Design and construction of a dual system of 4 ft. by 10 ft. box culverts to route flows around the Skokie Country Club dam and signature lake. \$1.1M
- East Diversion Ditch Restoration: Evaluated and assisted in the restoration of the East Diversion Ditch constructed in 1938. Ditch was restored by removing approximately 3.0' of silt throughout its length. \$2.8M

**Construction Cost:** \$20M

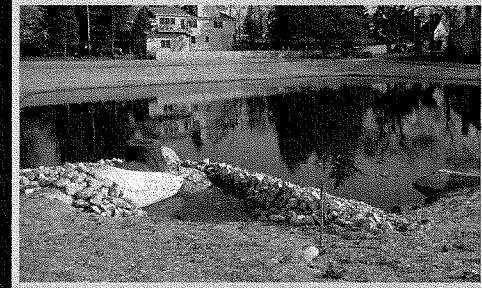
**Consultant Fee:** \$2M

**Completed:** 1999-2017



## Theda Lane Drainage Improvements

City of Rolling Meadows, IL



### Project Highlights:

- Designed city flood control facility on park district property
- Designed pond to provide water quality benefits
- Installed unique control structure to balance flows to existing and proposed systems

### Project Reference:

Robert Horne  
Assistant Director of Public Works  
City of Rolling Meadows  
3600 Kirchoff Road  
Rolling Meadows, IL 60008  
Phone: (847) 870-2884  
Email: horner@cityrm.org

**Construction Cost:** \$600,000

**Consulting Fee:** \$35,000

**Completed:** 2016

### Project Summary

The City of Rolling Meadows experienced poor drainage in the residential area near South Park along Theda Lane. The City completed a Phase I study of the area and identified that 500-feet of storm sewer improvements and a 0.4 acre-feet detention basin located within South Park would reduce flooding during the 10-year storm event. The City partnered with the Salt Creek Park District to construct these improvements under the same contract as the planned park improvements. ERA worked with both the City and Park District to design a flood control basin that served both the city needs and the district's park improvement goals. The design included a unique control structure that balanced flows between the existing sewer system and proposed detention pond to ensure neither system was overwhelmed. The flood control facility was designed to provide a water quality benefit.

### ERA Project Team

Marty Michalisko, PE, CFM | Principal/Project Manager  
John Mayer, PE, CFM | Project Director  
Brian Dusak, PE | Senior Project Engineer  
Michael Maslowski, PE, CFM | Project Engineer  
Eric Wilde | Project Engineer  
Chris Sedlacko | Resident Engineer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/14/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	<b>CONTACT NAME:</b> Audrey McNeill <b>PHONE (A/C, No, Ext):</b> 800-527-9049 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: SENTINEL INS CO LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: HARTFORD ACCIDENT &amp; IND CO</td> <td>22357</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SENTINEL INS CO LTD	11000	INSURER B: HARTFORD ACCIDENT & IND CO	22357	INSURER C: XL SPECIALTY INS CO	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
<b>INSURED</b> Engineering Resource Associates, Inc.  3S701 West Street, Suite 150  Warrenville, IL 60555															

**COVERAGES** **CERTIFICATE NUMBER: 55150246** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		83SBWZQ6429	08/15/18	08/15/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WEGLV8434	08/15/18	08/15/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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C	Professional Liability Claims Made			DPR9930318	08/15/18	08/15/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td>3,000,000</td></tr> <tr><td>Aggregate</td><td>3,000,000</td></tr> </table>	Each Claim	3,000,000	Aggregate	3,000,000										
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Aggregate	3,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Village of Downers Grove - Phase II Stormwater Management Engineering Services  
 Village of Downer's Grove is an additional insured on the General, Auto and Umbrella liability as required by written contract with the insured, per policy terms and conditions. A 30 day notice of cancellation applies per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Village of Downers Grove  Attn: Jim Tock, PE 5101 Walnut Avenue  Downers Grove, IL 60515  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 17, 2018

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

John F. Mayer  
ENGINEERING RESOURCE ASSOC., INC.  
3S701 West Avenue  
Suite 150  
Warrenville, IL 60555

Dear John F. Mayer,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2017. Your firm's total annual transportation fee capacity will be \$11,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 113.86% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2018. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Jack Elston, P.E.  
Bureau Chief  
Bureau of Design and Environment

### SEFC PREQUALIFICATIONS FOR ENGINEERING RESOURCE ASSOC., INC.

CATEGORY	STATUS
Special Studies - Traffic Signals	X
Highways - Roads and Streets	X
Special Services - Surveying	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Construction Inspection	X
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Location Drainage	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** Engineering Resource Associates, Inc.

**ADDRESS:** 3s701 West Avenue, suite 150

**CITY:** Warrenville

**STATE:** IL

**ZIP:** 60555

**PHONE:** 630-393-3060      **FAX:** 630-393-2152

**TAX ID #(TIN):** 36-36686466

(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    Government Agency

**SIGNATURE:** [Handwritten Signature]      **DATE:** 1-17-19

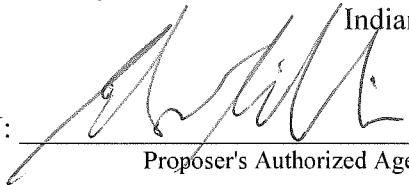
Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

**PROPOSER'S CERTIFICATION**

With regard to SW-087-19, proposer Engineering Resource 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.
5. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

BY:  Marty Michalisko  
Proposer's Authorized Agent

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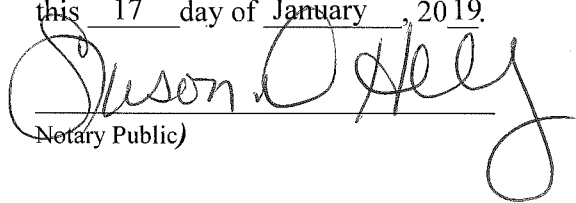
**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me

this 17 day of January, 2019.



  
Notary Public)

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: Jon Green Vice President: John Mayer

Secretary: Principals: Jacob Wolf, Marty Michalisko, and Brian Dusak

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**

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 \_\_\_\_\_.

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

**(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 \_\_\_\_\_ Holmes Murphy and Associates \_\_\_\_\_

Agent \_\_\_\_\_ Audrey McNeill \_\_\_\_\_

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

Print Name of Company: \_\_\_\_\_ Engineering Resource Associates, Inc. \_\_\_\_\_

Print Name and Title of Authorizing Signature: \_\_\_\_\_ Marty Michalisko, Principal \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: \_\_\_\_\_ 1-17-19 \_\_\_\_\_

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

**Apprenticeship and Training Certification**

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

Name of Bidder: Engineering Resource Associates, Inc.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Signature: 

Date: 1-17-19

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: Engineering Resource Associates, Inc.

Address: 3s701 West Avenue, suite 150

City: Warrenville, IL Zip Code: 60555

Telephone: ( ) 630-393-3060 Fax Number: ( ) 630-393-2152

E-mail Address: MMichalisko@eraconsultants.com

Authorized Company Signature: 

Print Signature Name: Marty Michalisko Title of Official: Principal/Project Manager

Date: 1-17-19

Village of Downers Grove – Phase II Stormwater Management Engineering Services-  
Indianapolis Avenue (SW-087-19)

**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.

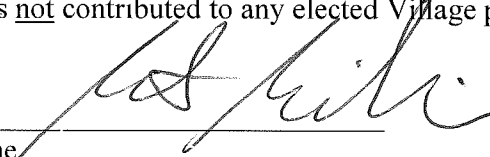
By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

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

Marty Michalisko

Signature Print Name



Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

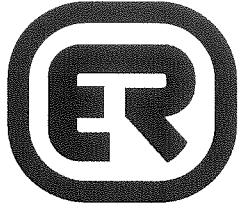
Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

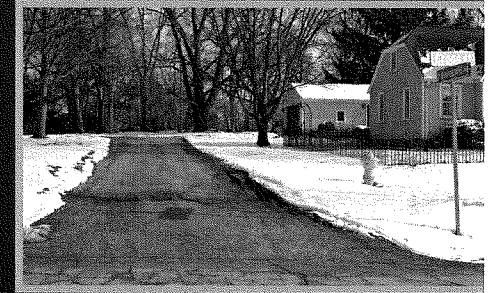
To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature Print Name



**ENGINEERING**  
RESOURCE ASSOCIATES



## Fee Proposal

Fee Summary

Hourly Rates - Item 1-4

Unit Price - Items 5-6

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### 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

**Not-to-Exceed Fee Proposal in a  
Seperate Sealed Envelope for:**  
Stormwater Management Engineering Services for  
Indianapolis Avenue - Phase II (SW-087-19)

### Prepared for:

Village of Downers Grove  
ATTN: Jim Tock, PE  
Engineering Manager  
5101 Walnut Avenue  
Downers Grove, IL 60515

**Due: January 18, 2019 at 10:00 AM**





# AVERAGE HOURLY PROJECT RATES

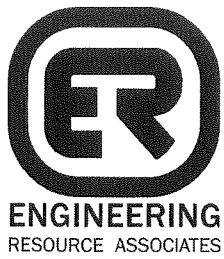
**FIRM** Engineering Resource Associates, Inc.  
**PSB** Phase II Indianapolis Avenue  
**PRIME/SUPPLEMENT**

DATE 01/29/19

SHEET 1 OF 5

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Meetings and Coordination			Topographic Survey/Base			Utility Coordination			Update the Service Level 150% Plans and Estimates					
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Professional Engineer VI	0																	
Professional Engineer V	23	6.57%	3.61	12	60.00%	33.00				1	11.11%	6.11	1	4.76%	2.62			
Professional Engineer IV	16	4.57%	2.29															
Professional Engineer III	32	9.14%	4.30	8	40.00%	18.80												
Professional Engineer II	52	14.86%	6.24							2	22.22%	9.33	4	19.05%	8.00			
Professional Engineer I	0																	
Structural Engineer III	0																	
Staff Engineer II	82	23.43%	7.97							6	66.67%	22.67	8	38.10%	12.95			
Staff Engineer I	0																	
Engineering Technician V	120	34.29%	12.77															
Engineering Technician IV	8	2.29%	0.73				8	32.00%	11.92									
Professional Surveyor I	1	0.29%	0.12				1	4.00%	1.64				8	38.10%	12.19			
Surveyor II	16	4.57%	1.33				16	64.00%	18.56									
Environmental Director	0																	
Administrative Staff III	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
<b>TOTALS</b>	350	100%	\$39.35	20	100.00%	\$51.80	25	100%	\$32.12	9	100%	\$38.11	21	100%	\$35.76	90	100%	\$38.49





## Costs for Additional Tasks

### Unit Costs for Additional Tasks

Task 4: Cost of Topographic Survey per 100 LF of additional ROW - \$300

Task 5: Cost of Topographic Survey per 1/2 acre of private property - \$1,500





# Village of Downers Grove

## Consultant Evaluation

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Consultant: Engineering Resource Associates, Inc.

Project: Drendel and Cross Drainage Road Sidewalk Improvements (SW-080-16G)

Primary Contact: Marty Michalisko

Phone: 630-393-3060

Time Period: January 2018 – August 2018

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion: The project was bid later than expected but at no fault of the consultant.

Change Orders (attach information if needed): None

Difficulties / Positives: Overall, the consultant did a great job designing this extremely difficult project. The project went well and is serving the public as expected; ERA is extremely flexible in their scope and they have on many occasions worked with Staff to adjust final design to ensure the project is on the right track; ERA responded to Staff requests quickly over the course of this contract.

Interaction with public:

Excellent  Good  Average  Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

Reviewers: Jim Tock

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Date: February 2019