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VILLAGE OF DOWNERS GROVE Report for the Village 3/8/2022

SUBJECT:	SUBMITTED BY:		
Contract Amendment – Preliminary Design of Pedestrian Safety	Andy Sikich		
Improvements	Public Works Director		

SYNOPSIS

A resolution has been prepared, authorizing an amendment to a professional services contract for preliminary design and engineering services for pedestrian safety improvements related to Downers Grove North and South High Schools, for modifications to the existing traffic signal at 63rd St and Dunham Rd, to HR Green of McHenry, Illinois in the amount of \$24,950.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include Top Quality Infrastructure.

FISCAL IMPACT

The FY22 budget includes \$175,000 from the Capital Improvements Fund for professional services associated with Pedestrian Safety Enhancements (TR-033). \$150,000 of this amount is allocated for the current professional services contract with HR Green. The remaining funds will be used for the proposed additional services defined in this contract amendment.

RECOMMENDATION

Approval on the March 8, 2022 Consent Agenda.

BACKGROUND

In February 2020, the Village Council approved the <u>High School Pedestrian Safety Study</u>, which included several recommended improvements in the vicinity of North and South High Schools. A contract with HR Green was executed in September of 2021 to provide the next steps with regard to preliminary design of the improvements planned for Main Street adjacent to North High School, and at the intersection of Main Street and Oxford Street.

The initial study, prepared by Sam Schwartz (Chicago, IL), identified several safety improvements along Main Street, adjacent to North High School. These included a reduction in lanes from four lanes to three lanes, center refuge islands, curb extensions, improved lighting, and traffic signal phasing modifications. The study also recommended a new traffic signal at Main Street and Oxford Street and potential modifications to the existing traffic signal at 63rd Street and Dunham Road around South High School.

The original contract with HR Green included the development of a Phase I Engineering Study for the improvements adjacent to North High School and included the development of a concept design study for the

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intersection at Main Street and Oxford Street, for the purposes of obtaining conceptual approval of the DuPage County Division of Transportation, which has jurisdiction over Main Street at this location. The work for these two locations is progressing on time and on budget.

In the initial study, Sam Schwartz also recommended potential modifications to the existing traffic signal at 63rd Street and Dunham Road. This contract amendment will provide for the engineering work required to provide a detailed analysis of these potential modifications, beyond the initial planning level effort performed by Sam Schwarz. DuPage County Division of Transportation has jurisdiction over both 63rd Street and the existing traffic signal and requires a detailed intersection design study to be completed for the purposes of obtaining approval to implement any proposed changes.

Staff determined the scope of the required engineering work for the 63rd Street and Dunham Road and determined that HR Green was best qualified to perform this work due to their existing contract associated with the pedestrian safety improvements related to Downers Grove North and South High Schools.

ATTACHMENTS

Resolution Contract Amendment Consultant Evaluation

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND HR GREEN, INC.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

- 1. That the form and substance of a certain Amendment (the "Agreement"), between the Village of Downers Grove (the "Village") and HR Green, Inc. (the "Consultant"), for pedestrian safety improvement design services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
- 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
- 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
- 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
- 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

		 Mayor
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Attest:	Village Clerk	
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 $1\mbox{\ensuremath{\mbox{\sc Number}\sc Number}}\label{thm:linear} AMD$

AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND HR GREEN, INC.

The Village of Downers Grove, Illinois (the "Village") and HR Green, Inc. ("Consultant") entered into an Agreement for pedestrian safety improvements design services for the areas around the two Downers Grove high schools on September 15, 2021. The parties desire to amend that agreement in accordance with the following terms:

- 1. The Scope of Work shall be amended to include the work in Consultant's proposal dated February 7, 2022, attached hereto and incorporated herein as Exhibit 1.
- 2. The fees for these additional services shall not exceed \$24,950, which increases the total Not-to-Exceed contract amount from \$177,176 to \$202,126.
- 3. All other terms from the September 15, 2021 Agreement remain in full force and effect.

VILLAGE OF DOWNERS GROVE	HR GREEN, INC.			
Village Manager	Ahram Chaudhy			
Date	Date: 2 - 23 - 2022			

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PROFESSIONAL SERVICES AGREEMENT

For

63rd Street at Dunham Road Intersection Design Study

Andrew J. Sikich, PE, CFM – Public Works Director Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515 630-434-5461

Jeffrey J. Strzalka, PE – Senior Project Manager HR Green, Inc. 1391 Corporate Drive, Suite 203 McHenry, Illinois 60050 220171

February 7, 2022

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5.0	SERVICES BY OTHERS
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Professional Services Agreement 63rd Street at Dunham Street – Intersection Design Study 220171 February 7, 2022 Page 1 of 7

THIS **AGREEMENT** is between <u>Village of Downers Grove</u> (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

We understand the CLIENT is requesting design engineering services to review geometric and traffic signal modifications at the intersection of 63rd Street and Dunham Road. The intersection located at the northeast corner of Downers Grove South High School was identified within the 2020 Sam Schwartz Consulting Report as a potential location for geometric and traffic signal improvements. The Sam Schwartz Report recommended improvements at the intersection to channelize pedestrians to the signalized crossing and reduce turning conflicts, consisting of curb extensions, sidewalk additions, and a leading pedestrian interval for the traffic signal.

63rd Street is under the jurisdiction and maintenance of the DuPage County Division of Transportation (DuDOT). COMPANY assumes a meeting with DuDOT to present the intersection design study (IDS) and recommendations will be required.

Dunham Road is under the jurisdiction and maintenance of the CLIENT.

Detailed design plans, permitting, and/or a formal Phase I engineering study will be deferred to future phases of the project upon notification from the CLIENT.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Illinois Department of Transportation (IDOT) Bureau of Design and Environment (BDE) Manual Chapter 14 for Intersection Design Studies; and
- B. CLIENT Standard Specifications for Improvements and Design Survey Procedures.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Land Surveying

A. Right of Way (ROW) and Roadway Topographic Survey

COMPANY will recover existing ROW evidence for approximately 800 feet of 63rd Street and 700 feet of Dunham Road centered at its intersection. COMPANY will calculate the existing ROW on both sections as shown on provided plat of dedication/right of way maps and recorded subdivision plats to include on the base map. Topographic survey will include a planimetric survey of the paved surfaces for geometrics. Existing visible features and improvements will be surveyed.

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Underground utilities will not be surveyed at this time. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88).

B. Topographic Survey Base Map COMPANY will generate an AutoCAD Civil 3D 2021 drawing of the existing visible features collected along the roadway according to IDOT standards.

2.2 Traffic Counts

COMPANY will retain the services of Gewalt Hamilton & Associates to perform traffic counts at the study intersection. COMPANY will pass subconsultant costs to the CLIENT directly with no markup. Alternatively, the CLIENT may choose to provide traffic counts dependent on timing and budget constraints. The task for traffic counts has been broken out separately for CLIENT review.

24-hour turning movement count data will be collected on a typical mid-week day (Tuesday – Thursday) at the intersection of 63rd Street and Dunham Road to capture peak hour volumes and average daily traffic (ADT) at the intersection.

All intersection turning movement counts will include classification of light and heavy vehicle traffic, as well as pedestrian and bicycle counts in crosswalks and bicycles on the roadway.

2.3 Data Collection & Review

A. Traffic Signal Timings

COMPANY will review existing traffic signal timing information for the study intersection provided by the CLIENT.

B. 2050 Design Year Traffic Projections

COMPANY will obtain from Chicago Metropolitan Agency for Planning (CMAP) year 2050 traffic projections for the study area. COMPANY will use CMAP's 2050 volume projections to develop peak hour traffic projections for the forecast year.

C. Utility Coordination

The proposed improvements will require coordination with public and private utilities that have facilities within the project corridor. COMPANY will coordinate with any utility companies/agencies found to have facilities located within the vicinity of the project limits through a JULIE Design Stage/Planning Information Request. A request will be made for these utilities to provide any available maps of existing facilities.

2.4 Traffic Operations Analysis

COMPANY will develop a traffic operations model of the study intersection using Synchro/SimTraffic, Version 10 traffic modeling software.

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The traffic operations model will be used to analyze the Year 2050 traffic operations of the intersection for inclusion on the IDS. The intersection analysis will include leading pedestrian intervals and revised phasing.

Based on the evaluation of the existing geometry under both existing year and 2050 forecasted traffic volumes, build alternatives for the intersection will be developed.

2.5 Intersection Design Study (IDS)

COMPANY will prepare an IDS for the intersection of 63rd Street at Dunham Road. The IDS will be prepared according to the guidelines presented in Chapter 14 of IDOT's BDE Manual. IDS sheets will detail all elements of the proposed intersection geometry, traffic data, signalized intersection analysis, and AutoTurn analysis.

2.6 Project Coordination Meetings

Multiple coordination meetings will be required during the project. Anticipated meetings will be with the CLIENT and DuDOT. COMPANY will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. The coordination and meetings are estimated below:

A. At CLIENT

• Preliminary Design Review/Coordination meeting (1).

B. At DuDOT

Preliminary Design Review/Coordination meeting (1).

C. Meeting Requirements

- COMPANY will have two (2) representatives at meetings;
- COMPANY will prepare the meeting agenda and minutes for all meetings attended.

D. Field Review

Preparation of materials for a field exam, participation in the field exam to review the existing conditions, take photographs, and assess how the proposed work may affect the intersection and project area.

For budget purposes, it is assumed that one (1) staff members of the COMPANY will attend the field exam.

2.7 Quality Assurance and Quality Control

COMPANY will perform the following reviews prior to submittal of the survey base map, IDS and meeting minutes:

- A. Quality Control Check Project Manager; and
- B. Peer Review Senior Engineer not involved with project on a daily basis.

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2.8 Project Administration

A. Project Management

For the duration of this project, this task will involve the management oversight of the project which will include the on-going review of the project execution, work product, document control scope, schedule and budget, contract file management and preparation of monthly progress reports.

B. Project Monitoring

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task.

C. Project Coordination

Maintain communications with the CLIENT and other designated representatives. Establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

3.0 Deliverables and Schedules Included in this Agreement

The following deliverables will be generated for this project and are included in this AGREEMENT:

- A. Topographic Survey Base Map (AutoCAD Civil 3D 2021)
- B. Traffic Counts
- C. IDS
- D. Meeting minutes of all meetings attended

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

CLIENT Kickoff Meeting March 2022

Data Collection & Review March 2022

Land Surveying March 2022

IDS April 2022

CLIENT Review of IDS May 2022 (1st half)

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Final IDS & DuDOT Meeting

May 2022 (2nd half)

4.0 Items not included in Agreement/Supplemental Services

The following items are deferred to potential future phases of the project, and are not included as part of this AGREEMENT:

- A. Permitting Services
- B. Phase I Project Development Report (PDR)
- C. Contract Plans and Specifications
- D. Tree species identification and health survey
- E. Plat of Dedication/Highways
- F. Plat of Survey/Topography
- G. Geotechnical Investigation
- H. Special waste analysis and certification
- I. Underground utility surveys
- J. Drainage studies and investigations

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Gewalt Hamilton & Associates of Vernon Hills, Illinois will provide traffic counts.

6.0 Client Responsibilities

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

Provide existing traffic signal timings.

Attend meetings, as applicable.

Participate in project design reviews and provide comments.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

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7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

Base Proposal:

The CLIENT AGREES to pay COMPANY on the following basis:

Land Surveying	\$8,069
Traffic Counts	\$1,650
Data Collection & Review	\$551
Traffic Operations Analysis	\$2,754
Intersection Design Study (IDS)	\$6,961
Project Coordination Meetings	\$3,843
QA QC	\$858
Project Administration	\$264

Time and Material basis with a Not to Exceed fee of \$24,950.00.

See Exhibit A attached for additional breakdown.

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Professional Services Agreement 63rd Street at Dunham Street – Intersection Design Study 220171 February 7, 2022 Page 7 of 7

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,			
HR GREEN, INC.			
Jeffrey J. Strzalka, PE		-	
Approved by:	Alkam chaud	lly	-
Printed/Typed Name:	Akram Chaudhry, PE		
Title: Vice President	_	Date:	February 7, 2022
VILLAGE OF DOWNER	RS GROVE		
Accepted by:			-
Printed/Typed Name:			_
Title:		_ Date:	

Local Public Agency	
Village of Downers Grove	

County

DuPage

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Land Surveying	58	2,376	4,314	595	784		8,069	32.34%
Traffic Counts		-	-		•	1,650	1,650	6.61%
Data Collection & Review	4	175	318		58		551	2.21%
Traffic Operations Analysis	20	876	1,589		289		2,754	11.04%
Intersection Design Study	52	2,213	4,018		730		6,961	27.90%
Project Coordination Meetings	19	1,174	2,131	151	387		3,843	15.40%
QA QC	4	273	495		90		858	3.44%
Project Administration	3	84	152		28		264	1.06%
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Subconsultant DL					0		-	
TOTALS	160	7,171	13,017	746	2,366	1,650	24,950	100.00%



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:

HR Green, Inc.

Project Name:

District 99 Pedestrian Safety Improvements Design

Services (TR-03321)

Proposal Due:

June 16, 2021; 10:00am

Public Works Facility, 5101 Walnut Avenue

Downers Grove, IL 60515

Required of Awarded Contractor:

Certificate of Insurance:

Yes

Date Issued:

June 3, 2021

This document consists of 32 pages.

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

JOHN WELCH, PE, CFM
ASSISTANT DIRECTOR OF PUBLIC WORKS – ENGINEERING
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5494

FAX: 630/434-5495 www.downers.us

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. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSAL.
- 1.2 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.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JOHN WELCH, PE, CFM, in a sealed envelope marked "SEALED PROPOSAL." The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 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 the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in

accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

4. RESERVED RIGHTS

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

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, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 1210l 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:
 - 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 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.

- 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. PATRIOT ACT COMPLIANCE

8.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this 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.

9. INSURANCE REQUIREMENTS

- 9.1 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:
 - 9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 9.1.4 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;

- 9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 9.1.6 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;
- 9.1.7 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.
- 9.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 9.3 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.

10. CAMPAIGN DISCLOSURE

- 10.1 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.
- 10.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 10.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 10.4 By signing the bid 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.

11. SUBLETTING OF CONTRACT

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

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

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

13.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, 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 default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

14. BILLING & PAYMENT PROCEDURES

- 14.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 14.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 14.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

16. STANDARD OF CARE

- 16.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 16.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost,

and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

16.3 For Professional Service Agreements: 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.

17. GOVERNING LAW AND VENUE

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF CONTRACT BREACH

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

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

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

22. SEVERABILITY OF INVALID PROVISIONS

22.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

23. NOTICE

23.1 Any notice will be in writing and will be deemed to be effectively served when deposited

in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

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

And to the Proposer as designated in the Contract Form.

24. COOPERATION WITH FOIA COMPLIANCE

24.1 Contractor acknowledges that the Freedom of Information Act does 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.)

25. COPYRIGHT or PATENT INFRINGEMENT

25.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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 Phase I and Phase II engineering services for roadway rehabilitation and reconfiguration, pedestrian safety interventions, traffic signal improvements, lighting improvements, and streetscape improvements associated with the Village/District 99 High School Pedestrian Safety Study. The Phase I study and Phase II design shall be conducted in accordance with all federal and state guidelines to facilitate the completion of future project phases. 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 2019 High School Pedestrian Safety Study, the Village has identified several areas near both Downers Grove North and Downers Grove South high schools where improvements could be installed to provide an additional benefit to pedestrians.

For the locations depicted in Exhibit A, the Village is now requesting traffic engineering analysis, topographic and geotechnical surveys, concept design alternatives, public outreach, a Project Development Report, construction documents (Phase II), and grant assistance for the proposed improvements. All improvements must be in compliance with the Americans with Disabilities Act (ADA) and Proposed Right-of-Way Accessibility Guidelines (PROWAG).

Firms shall provide a project scope for the following components:

- Traffic Engineering Analysis
 - Intersection turning movement counts, including pedestrian and bicycle counts at intersections along Main Street and at Main Street & Oxford Street
 - Signal timings to be obtained from Village and IDOT
 - Future traffic projections to be developed in accordance with the Chicago Metropolitan Agency for Planning
 - Coordination with Downers Grove South for peak periods of data collection at Main Street & Oxford Street intersection
 - Conduct traffic signal warrant analysis using MUTCD criteria per DuPage County requirements for the Main Street & Oxford Street intersection
- Topographic and Geotechnical Survey
 - Setting of horizontal and vertical control
 - Necessary geotechnical investigation such as soil borings or pavement cores from project areas
- Concept Design Alternatives
 - Development and preparation of three (3) conceptual alternatives for the Main Street (Downers Grove North) corridor, with variations to lane configurations, pedestrian and bicycle accommodations, and roadway width, with recommendations on safety, feasibility, and cost
 - o Concept drawings shall meet the design criteria for federally funded

- projects
- Concepts shall be suitable for Village and District 99 review and public presentation
- Public Outreach
 - Two (2) One (1) formal presentations; first to gather community input and second to present concept design/receive final input
 - o Two (2) formal presentations to the Village and District 99 officials
- Project Development Report
 - Develop report with associated exhibits for Village and IDOT/FHWA Phase I design approval
 - Perform a capacity analysis and preliminary lighting design as supporting documentation
- Construction Documents (Phase II)
 - Prepare construction documents for formal bidding
 - Prepare plans, special provisions, and detailed construction cost estimate for the improvements
 - Reviews at 50%, pre-final (90%), and final completion stages by necessary agencies and utilities
- Grant Assistance
 - o Supplement Village efforts to complete applications for eligible programs

A separate cost shall be provided in a separate sealed envelope.

1.3 <u>Detailed Scope Requirements</u>

1. Topographic Survey

All topographic information acquired as necessary to support a constructible plan set in the future for areas identified in the Pedestrian Safety Study. 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 areas previously identified in the Pedestrian Safety Study. 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). Property corners and/or ROW monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required. Village and/or County parcel layers and/or linework shall be used as reference only and is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Downers Grove shall not be responsible for any inaccuracies herein contained.
- 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 (2013 or later) supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Data shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. Surface data shall also be provided. Copies of all support files (.shx, .ctb, .xml, etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical, and telephone, and sewers. No digging for elevation verification of utilities will be required.
- Supply detailed information for all storm and sanitary sewer structures, pipes, culverts, end sections, etc., water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits, 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 flash drive.
- 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. 50%, 90% and 100% Engineering Plans / Specifications / Estimates / Permitting
 The Consultant will be required to perform all necessary work required to prepare the plan
 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.
 - 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 25' 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, any special provisions and/or specifications as may be required, to 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 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 as soon as possible after receipt of the Notice to Proceed from the Village and shall abide by the proposed scheduled as outlined below and the deliverable schedule in Section 3 of this RFP.

1.4 Schedule

Please provide a schedule for the requested activities in Section 1.2. The Village anticipates a letting for the construction of the proposed improvements in the fall of 2023, with expected construction to take place in 2024.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Project 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 (in separate sealed envelope).

The proposals shall be succinct and include client contact information. Maximum number of pages for consultant generated proposal information shall be approximately 20 single sided or 10 double sided. Double sided printing is allowed 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 June 16, 2021. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

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

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

- Relevant municipal experience
- 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

Construction plans will be dependent upon the proposed timeline provided and mutually agreed upon by the Consultant and Village.

All appropriate Phase I documents including, but not limited to:

- Signal Warrant Analysis
- Intersection Design Study
- Environmental Documents
- Project Design Report

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.

Engineering Plans/Specifications:

- One (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC)
- One (1) electronic copy of 90% plan set, special provisions, and EOPC
- One (1) electronic copy of 100% plan set, special provisions, and EOPC
- One (1) flash drive 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:

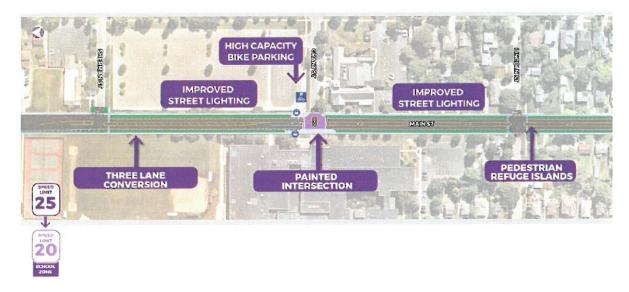
John Welch, PE, CFM Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515 jwelch@downers.us Phone 630-434-2453

EXHIBIT A

PROPOSED IMPROVEMENT LOCATIONS TAKEN FROM 2019 PEDESTRIAN SAFETY STUDY

MAIN STREET: SHERMAN STREET TO LINCOLN STREET. Main Street between Sherman Street and Lincoln Street is currently four lanes with a recent 25 mph school zone speed limit and signal modification. The four to three lane conversion will help calm traffic and foster a more pedestrian-friendly street.

FIGURE 27. MAIN STREET RECOMMENDATIONS: SHERMAN STREET TO LINCOLN STREET



- Three-lane conversion with a single travel lane in each direction and a center turn lane
- Improved street lighting including at the pedestrian scale
- Pedestrian refuge island at Sherman Street, Grant Street and Lincoln Street crosswalks
- School zone speed limit with speed feedback signage

MAIN STREET: AT GRANT STREET. Pedestrian movements at the signalized intersection of Main Street with Grant Street will benefit from slower speeds along Main Street, a shorter crossing distance, and a strong sense of place where pedestrians are prioritized.

FIGURE 28. MAIN STREET AT GRANT STREET RECOMMENDATIONS



- · Three-lane conversion allows for a left-turn lane at Grant Street
- · Curb extension on west side of intersection
- · High capacity covered bike parking
- Bus shelters
- · Painted intersection

MAIN STREET: PRAIRIE STREET TO DOWNTOWN. The four-to-three conversion on Main Street will continue from Sherman Street south to the downtown. This exhibit shows how the conversion will connect to the existing three-lane portion of Main Street in the downtown.

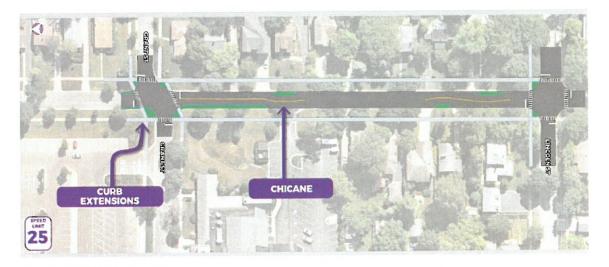
FIGURE 29. MAIN STREET FROM PRAIRIE STREET TO DOWNTOWN RECOMMENDATIONS



- Three-lane conversion allows for a left-turn lane at Prairie Street and Franklin Street signalized intersections, and at access drives
- Signal phasing and equipment modifications

HIGHLAND AVENUE. Highland Avenue sits one block east of Main Street and is used by people traveling from DGN's parking lot. Traffic calming features are recommended to prevent speeding along the corridor and discourage cut-through traffic from Main Street.

FIGURE 30. HIGHLAND AVENUE RECOMMENDATIONS



- · Chicane/curb line modifications
- · Curb extensions

MAIN STREET: NORFOLK STREET TO OXFORD STREET. The existing crosswalk on Main Street at Norfolk Street is not a safe uncontrolled crossing. To improve safety, it is recommended to relocate the crossing to Oxford Street, where a full traffic signal is also recommended. A traffic signal installation will need to be based on an engineering study.

FIGURE 34. MAIN STREET FROM NORFOLK STREET TO OXFORD STREET RECOMMENDATIONS



RECOMMENDATIONS

- Work with DuPage County to reduce posted speed and install speed feedback signs
- Crosswalk markings at Oxford Street
- Remove uncontrolled crosswalk markings at Norfolk Street
- Work with DuPage County to study and install a traffic signal at the intersection of Main Street with Oxford Street

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

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

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Professional Services Agreement
District 99 Pedestrian Safety Improvements
HR Green Project No.: 210553
July 28, 2021
Page 1 of 15

THIS **AGREEMENT** is between <u>VILLAGE OF DOWNERS GROVE</u> (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

CLIENT desires Phase I engineering services from a consultant prequalified with the Illinois Department of Transportation (IDOT) for the District 99 Pedestrian Safety Improvements.

1.1 Downers Grove North High School – Main Street and Highland Avenue Corridor Improvements

We understand the Village has several concerns within this corridor, which include the need to improve the operational efficiency and safety for pedestrians and bicyclists. COMPANY intends to follow the recommended improvements as outlined in the Sam Schwartz Consulting Report from 2019. The report, having engaged the public and concepts weighed, will be used as a baseline to commence Phase I engineering studies.

The project consists of reducing the number of vehicular lanes on Main Street between Franklin Street and Sherman Street, approximately 3,200 feet in length, from four (4) lanes to three (3) lanes. The new road section will facilitate a travel lane in each direction plus a flush two-way left turn (TWLT) center median, which can transition into a dedicated left turn lane at desired intersections. The lane reduction also lends itself nicely to offering curb extensions at crosswalks to shorten the crosswalk distance and develop a more pedestrian friendly environment. The center TWLT median also supports introduction of pedestrian refuge islands. The refuge islands will provide a resting area for pedestrians between directions of traffic, and help motorists identify the corridor as a demanding pedestrian area, leading to slower speeds and increased driver awareness. Often, refuge islands can be raised above pavement elevations to support planting beds or decorative colored concrete or brick pavers, further enhancing the corridor.

A signature element of the recommended improvements is the raised intersection of Main Street at Grant Street. The intersection is also home to the main entrance of Downers Grove North High School and currently exhibits white cross-hatching over the full width of the intersection. A high school parking lot is located on the east side of Main Street, including visitor parking. While on-site, COMPANY observed students' parents waiting in the pick-up and drop-off lanes associated with the parking lot. The intersection also serves as a Pace Bus stop for both northbound and southbound Main Street. Clearly, the intersection experiences heavy pedestrian routines, and the Main Street improvements should cater to the usage. As suggested in the Sam Schwartz Consulting Report, a new raised intersection pavement can also be colored, bringing increased driver awareness and a sense of placemaking appropriate for the School's entrance. Additionally, one of the design components that will need to be closely scrutinized at the raised intersection is providing effective storm water drainage when raising pavement elevations.

It is understood the existing street will be resurfaced to properly accommodate the significant lane striping alterations. Additionally, the pavement width will remain as-is to keep project costs low, and to limit impacts to the numerous residential driveways lining the Main Street corridor. Keeping the pavement width as-is will provide a four foot (4') 'shoulder' area adjacent to the concrete gutter which as an option can be striped, or colored pavement added, to offer bicycle lanes meeting AASHTO design guidelines. It is also expected that

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Professional Services Agreement
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new corridor lighting and added left turn lanes at Grant Street and Prairie Street will improve the level of service and overall safety through the Main Street corridor. New street and pedestrian lighting will replace the existing old wooden utility poles at the intersections and better illuminate the sidewalks at night. Increasing the number of light poles between Franklin Street and Sherman Street will also have to consider glare impacts to the adjacent residents but would undoubtedly provide safer conditions at night along the heavily traveled section of Main Street. Beginning at the south limits of Franklin Street, the Main Street corridor north of downtown can apply the same lighting aesthetics found downtown at a likely wider spacing between poles, to provide a blended transition as motorists visit downtown businesses and restaurants.

Phase I engineering will include topographic and right-of-way surveying, frequent coordination with District 99, public involvement, documentation of environmental reconnaissance, design studies comparing the multitude of available options and assigning anticipated costs, and ultimately vetting of the preferred alternative. The PDR will include project information related to accident history, any necessary design exceptions, Synchro analysis and a traffic analysis study, and several other necessary exhibits to properly record and support the Phase I engineering study.

1.2 Downers Grove South High School & Kingsley Elementary School Main Street at Oxford Street Intersection Improvements

The second project location involves the proposed signalization of the intersection of Main Street at Oxford Street. The intersection is approximately two miles (2 mi.) south of the north Main Street corridor improvements, 1,200 feet east of Kingsley Elementary School, and about 3,000 feet east of Downers Grove South High School. At the intersection, Main Street consists of two-lanes in each direction and is under the jurisdiction of DuDOT. Oxford Street is a two-lane local street under the jurisdiction of CLIENT. Improvements at the intersection would include the relocation of the existing unsignalized crosswalk at Norfolk Street to the proposed new traffic signal at Oxford Street. A pedestrian crossing at the Oxford Street traffic signal would provide a much safer protected crossing for students walking and riding bicycles to/from Kingsley Elementary and Downers Grove South High School.

The unconventional intersection of Main Street at Oxford Street presents an offset and skewed geometric configuration. The west leg of Oxford Street is perpendicular to Main Street; however, it is offset to the south of the east leg by approximately forty feet (40'). The east leg of Oxford Street connects to Main Street on an estimated seventy (70) degree skew, which is twenty (20) degrees less than your standard right-angle intersection. Unconventional intersections often present vehicular safety concerns and adding a pedestrian crosswalk across a heavily traveled Main Street at this location without geometric alterations is not advisable. Fortunately, it appears from a cursory review of available mapping, there appears to be a significant piece of existing right-of-way in the southeast quadrant of the intersection that should be able to accommodate skew correction on east leg of Oxford Street. Furthermore, it appears the west leg of Oxford Street is not situated in the center of the existing right-of-way; a gradual ten-foot (10') adjustment of the Oxford Street pavement to the north would practically eliminate the offset, and when combined with the skew correction, the intersection will then fall within acceptable design guidelines and more readily accept a pedestrian crossing of Main Street, providing a much needed and desired safety improvement for the area.

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Data collection will be an important first step at the Main Street and Oxford Street intersection. Survey, traffic counts, and accident reports will develop the foundation of the conceptual design study. The survey will inform the design team of the exact location of physical features and right-of-way boundaries. Traffic counts and accident reports will provide the actual numbers for the traffic signal warrant study and capacity analysis. With the initial data in hand, COMPANY will consider multiple options, develop cost estimates, and present the conceptual design study, containing recommendations, to the CLIENT and subsequently DuDOT for consideration.

The Phase I engineering study, will be deferred to future phases of the project upon concurrence from the CLIENT and DuDOT.

1.3 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BLR Manual and policies and procedures for intersection improvements and pedestrian facilities (sidewalks, bike paths and/or bike lanes); and
- B. AASHTO Guide of the Development of Bicycle Facilities; and
- C. DuPage County Stormwater Management Ordinance, including CLIENT-adopted amendments; and
- D. Illinois Environmental Protection Agency (IEPA) Standard Specifications for Water and Sewer Construction in Illinois; and
- E. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways; and
- F. Standard Specifications for Water and Sewer Main Construction in Illinois; and
- G. Sam Schwartz Consulting Report, 2019; and
- H. CLIENT Standard Specifications for Improvements and Design Survey Procedures.

CLIENT anticipates seeking Federal and/or State funding for the project to help offset local costs

It is assumed there are no wetlands within five hundred feet (500') of the project location, therefore a wetland delineation and jurisdictional determination for permitting review will not be required.

It is assumed the project does not reside within the floodplain and/or floodway; therefore compensatory storage calculations/design and floodway permitting will not be required.

It is assumed the improvements will be constructed within the existing right of way (ROW); therefore, Plats of Highway and ROW Acquisition services are not included.

2.0 Scope of Services

COMPANY is the prime consultant providing the Phase I engineering services to CLIENT for the various pedestrian and roadway improvements at the Downers Grove North High School corridor of Main Street, and the concept design studies near the Downers Grove

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South High School intersection of Main Street and Oxford Street and, as such, all services will be provided through COMPANY. Section 2 is narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team. The consultant team includes COMPANY and AMES Engineering, Inc. (AMES). Section 5 provides a listing of responsibilities for each firm.

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Data Collection and Review

- A. COMPANY will gather and review available materials which include, but are not limited to, the 2019 Sam Schwartz Consulting Report, documentation of stakeholder and public comments from past public meetings, project coordination and commitments, survey data, electronic design files, Police Department crash reports, utility information, as well as any existing and/or proposed plans concerning the various roadways throughout the project corridor.
- B. Turning movement counts at intersections within the corridor will be conducted by the CONSULTANT. For the purposes of traffic operations review along the corridor, the CONSULTANT will collect turning movement traffic count data at seven (7) intersections listed below.

Turning movement count data will be collected between 6:00AM to 9:00AM and 2:00PM to 6:00PM (pending coordination about peak traffic periods with Downers Grove North High School) on a typical mid-week day (Tuesday – Thursday) at the following six intersections:

- 1. Main Street / Sherman Street intersection (unsignalized)
- 2. Main Street / Grant Street intersection (signalized)
- 3. Main Street / Lincoln Street intersection (unsignalized)
- 4. Main Street / Chicago Avenue intersection (unsignalized)
- 5. Main Street / Prairie Avenue intersection (signalized)
- 6. Main Street / Franklin Street intersection (signalized)

Additionally, 13-hour turning movement count data from 6:00AM to 7:00PM (pending coordination about peak traffic periods with Downers Grove South High School) will be collected on a typical mid-week day at the following intersection:

7. Main Street / Oxford Street intersection (unsignalized)

Finally, 13-hour pedestrian crossing data will be collected at the uncontrolled crossing of:

Main Street / Norfolk Street intersection (pedestrian crosswalk)

All intersection turning movement counts will include classification of light and heavy vehicle traffic, as well as pedestrian and bicycle counts in crosswalks and bicycles on the roadway.

The CLIENT, DuDOT, and IDOT will provide traffic signal timing information for signalized intersections within the study area.

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2.2 Land Surveying

A. Right-of-Way (ROW) and Topographic Survey

COMPANY will recover existing ROW evidence for approximately 3,500 feet of Main Street from Franklin Street to Sherman Street (North Section) along with 2,000 feet of Main Street and 1,000 feet of Oxford Street centered at its intersection (South Section). COMPANY will calculate the existing ROW on both sections as shown on provided plat of dedication/right of way maps and recorded subdivision plats to include on the base map. Topographic survey will include roadway cross sections at fifty-foot (50') intervals and extend fifteen feet (15') outside of the existing ROW for the North Section. A planimetric survey of the paved surfaces for geometrics will be performed for the South Section. Existing visible features and improvements will be surveyed. Underground utilities will not be surveyed at this time. Trees lying within the limits described above and having a diameter of 2" or greater will be located but species not identified. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011). Elevations will be based upon the North American Vertical Datum of 1988 (NAVD88).

B. Topographic Survey Base Map

COMPANY will generate an AutoCAD Civil 3D 2021 drawing of the existing features collected along the roadway according to IDOT standards. One (1) foot contours will be generated with the elevations referenced to NAVD88 (U.S. Survey Feet). COMPANY will provide an AutoCAD Civil 3D 2021 drawing with existing features and improvements within the project limits to be shown.

2.3 Drainage Analysis and Design

COMPANY has included a drainage design task. As with any roadway project, the surrounding drainage area and existing storm sewer infrastructure should be considered to enhance the pavement section and safeguard against potential long-term maintenance issues which could undermine pavement longevity.

Should there be no significant drainage concerns from the CLIENT, this item can be deleted from the contract.

A. Drainage Investigation

COMPANY will investigate up to two (2) existing drainage issues along the Main Street corridor between Sherman Street and Franklin Street. Two (2) options for correcting the drainage problem will be developed and coordinated with the CLIENT.

The drainage investigations will include a field visit to verify and examine existing conditions.

B. Technical Memo

COMPANY will prepare a technical drainage memorandum that outlines the design methodology for the storm sewer updates (if any). The memo will support a future CLIENT storm water permit submittal for the Main Street improvements.

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2.4 Traffic Studies

A. Crash Analysis

COMPANY will review crash data as provided by the CLIENT and/or County for the most recently available 5-year period. Crashes will be categorized by location and type to examine the underlying cause of the crashes and help determine if there are inherent roadway or border area features that contributed to the crashes. This information will be used to identify crash trends (if any) within the project area and suggest mitigation strategies.

COMPANY will compile the traffic and crash data and provide a summary of the information in the Technical Memorandum.

B. Traffic Signal Warrant Analysis

COMPANY will complete a traffic signal warrant analysis for the Main Street at Oxford Street intersection using warrants published by the Manual on Uniform Traffic Control Devices (MUTCD, 2009 Edition – Chapter 4C). The warrant analysis will be based on the 13-hour traffic counts and crash data collected as part of this scope of services. Analysis of traffic signal warrants at other study intersections is not an anticipated need for this study and is not included in this scope of services.

C. Traffic Forecasting

COMPANY will obtain 2050 ADT projections from CMAP for the study area. Existing ADT values from IDOT's traffic count database will be used for the traffic projection request.

COMPANY will develop peak hour traffic projections to coincide with the forecast year ADT output from CMAP's 2050 using methodologies consistent with NCHRP Report 255.

D. Traffic Operations Analysis

COMPANY will develop a traffic operations model using Synchro/SimTraffic, Version 10, traffic modeling software for the study corridor. The following intersections listed will be included within the model.

- Main Street / Sherman Street intersection
- Main Street / Grant Street intersection
- Main Street / Lincoln Street intersection
- Main Street / Chicago Avenue intersection
- Main Street / Prairie Avenue intersection
- Main Street / Franklin Street intersection
- Main Street / Oxford Street intersection



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The traffic operations model will be used to document the existing and Year 2050 traffic operations of the corridor. The measures of effectiveness used to evaluate the operational effectiveness of the corridor will include delay, Level-of-Service and queue length at individual intersections.

The build alternatives are anticipated to include a 3-lane undivided geometry near Downers Grove North High School, and a signalized and re-aligned intersection of Main Street at Oxford Street near Downers Grove South High School.

The following scenarios will be modeled:

- Baseline Conditions (Existing Intersection Geometry with existing traffic volumes)
 - o AM Peak
 - o PM Peak
- Future No Build Conditions (Existing Intersection Geometry with 2050 forecasted traffic volumes)
 - o AM Peak
 - o PM Peak
- Future Build Alternative (Build Alternative with 2050 forecasted traffic volumes)
 - o AM Peak
 - o PM Peak
- Future Build Alternative 2 (Build Alternative with 2050 forecasted traffic volumes)
 - o AM Peak
 - o PM Peak
- Future Build Alternative 3 (Build Alternative with 2050 forecasted traffic volumes) (as needed)
 - o AM Peak
 - o PM Peak

Existing traffic signal timing plans provided by the CLIENT and/or DuDOT will be utilized for the Existing Conditions model and the traffic signal timing plans will be optimized (splits, cycle length, offset) within Synchro for the Future Conditions models. Pedestrian signal phasing alternatives, including a potential leading pedestrian interval, will be considered as part of the alternative analysis.

E. Intersection Concept Design Study

COMPANY will review the compiled traffic and crash data to document operational and/or safety concerns at the Main Street intersection with Oxford Street. A concept proposed intersection plan exhibit will be prepared, and the findings of the traffic operations analysis will be summarized in a Technical Memorandum. The Memorandum will document the results of the operational analysis as well as the recommended operations and safety improvements.

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The intersection concept design study at the Main Street and Oxford Street intersection will be review with the CLIENT prior to meeting with DuDOT to discuss the potential intersection improvements. Based on determination from DuDOT, Phase I engineering at the intersection will proceed under a future separate agreement.

F. Intersection Design Studies (IDS)

COMPANY will prepare three (3) intersection design studies of the selected alternative at the signalized intersections of Main Street with Grant Street, Prairie Avenue, and Franklin Street. The IDS's will be prepared according to the guidelines presented in Chapter 14 of IDOT's BDE Manual. IDS sheets will detail all elements of the proposed intersection geometry, traffic data, signalized intersection analysis, and AutoTurn analysis.

The formal IDS meeting IDOT standards for the Main Street at Oxford Street intersection will be deferred to a future Phase I engineering study upon DuDOT review and concurrence of the concept design study.

G. Technical Memorandum

COMPANY will review the compiled traffic and crash data to document operational and/or safety concerns within the project area. The findings of the traffic operations analysis will be summarized in a Technical Memorandum. The Memorandum will document the results of the operational analysis as well as the recommended operations and safety improvements.

2.5 Project Development Report (PDR)

The work will include Phase I engineering tasks along Main Street between Sherman Street and Franklin Street required for a Categorical Exclusion Group I with report (BLR 22211) that fulfills the requirements for processing and funding of the project by the CLIENT, IDOT, and the Federal Highway Administration (FHWA).

A. Environmental Survey Request (ESR)

COMPANY will prepare and submit an Environmental Survey Request (ESR) to IDOT for the review of cultural and biological resources. Biological and cultural clearances will be required to obtain IDOT Phase I engineering approval. The ESR will include aerial mosaics of the project limits, GIS shape files of the trail alignment and construction limits, land use maps, flood maps, and wetland maps.

B. Alternatives Analysis

COMPANY will investigate and analyze multiple potential road diet, lane assignment, and pedestrian accommodations along the Main Street corridor between Sherman Street and Franklin Street (up to three options). COMPANY will develop colored exhibits depicting each option and corresponding features



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associated with each alignment. COMPANY will prepare a Feasibility Study analyzing each option with anticipated construction costs, and setting forth one (1) preferred option to carry further into detailed design during Phase I Engineering.

C. Preliminary Design Study (75%)

- 1. Preliminary horizontal and vertical geometrics will be developed and transposed on 1" = 20' aerial maps to determine the impacts the improvements will have on the surrounding area (utilities, environment, residents, drainage, constructability, cost, etc.). The preliminary geometries will include the one (1) preferred alignments selected during the alternatives analysis.
- COMPANY will also develop existing and proposed typical sections and a preliminary opinion of probable cost for the preferred alignment.
- 3. COMPANY will integrate the project data and engineering studies in a Phase I engineering report that meets IDOT requirements. The Phase I engineering report and necessary attachments will be submitted to the CLIENT and IDOT for approval. The report will show the improvements are consistent with CLIENT, County, IDOT and FHWA objectives and will be designed and constructed in accordance with IDOT policies and criteria. The report will include documentation of the Phase I engineering study and required attachments to receive IDOT approval.
- 4. COMPANY will develop an engineer's opinion of probable cost (EOPC) to be used for funding pursuits as well as stated in the PDR.

D. Final Design Study (100%)

COMPANY will prepare the final Phase I engineering plan and profile drawings, typical sections, EOPC and study report.

2.6 Lighting Design

COMPANY will retain the services of AMES to perform the concept lighting designs for CLIENT review and selection. The lighting design consists of Phase I services for the Main Street corridor between Sherman Street and Franklin Street.

A. Main Street Corridor from Sherman Street to Franklin Street

Phase I lighting design services for Location 1 will include preparing two (2) concept design options along Main Street from Sherman Street to Franklin Street.

Phase II will include the preparation of plans, special provisions, and cost estimate for street lighting.

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2.7 Public Outreach

The stakeholder involvement process will include one (1) Public Information Meeting (PIM) for the Main Street improvements between Sherman Street and Franklin Street. The PIM will introduce the project to stakeholders, introduce preferred alternatives that have been analyzed, define the project schedule, and solicit attendee's input.

A. Public Information Meeting

Conduct one (1) public informational meeting (PIM) that will be attended by two (2) members of the COMPANY. This task includes preparation of display materials and hand out information. The CLIENT will be responsible for reserving an appropriate meeting facility. COMPANY will maintain the list of attendees, documentation of written comments, and provide a written summary of each public information meeting.

Below is a more detailed list of anticipated tasks to be completed for the PIM:

- Selection and coordination with meeting venue, preferably close to the project.
- Preparation of invitation letters to stakeholders (mailing list developed by CLIENT).
- Preparation of PIM newspaper display advertisement.
- Preparation of PIM brochure.
- Mailing of PIM notification letters or postcards to area residents and businesses.
- Preparation of PIM exhibit boards.
- Typical Section and Concept Intersection renderings of the proposed conditions.
- 'Dry Run' with the CLIENT prior to PIM.
- Attendance at PIM meeting.
- Preparation of PIM summary and disposition of comments.
- Provide text and exhibits for CLIENT and appropriate municipal website(s).

B. CLIENT and District 99 Meetings

Conduct two (2) formal presentations for CLIENT and District 99 officials. COMPANY will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. COMPANY will have two (2) representatives at each meeting held either at the CLIENT or District 99 offices.

2.8 Grant Writing / Funding Applications

COMPANY will prepare up to four (4) funding applications for the District 99 Pedestrian Safety improvements. At the time of the agreement, it is anticipated the task will include one (1) STP application, one (1) CMAQ application and two (2) ITEP applications. Meetings with

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the funding oversight agencies are typically not involved, but we do anticipate meeting with the CLIENT to review the applications prior to submittal.

2.9 Utility Coordination

COMPANY will proactively communicate, and coordinate utility protection, abandonment or relocation as part of the project. The utility coordination efforts will strive to eliminate delays during the construction phase.

A. Initial Coordination/Data Collection

The proposed improvements will require coordination with public and private utilities that have facilities within the project corridor. COMPANY will coordinate with any utility companies/agencies found to have facilities located within the vicinity of the project limits through a JULIE Design Stage/Planning Information Request. A request will be made for these utilities to provide any available maps of existing facilities. It has been estimated that there will be up to ten (10) public and private utilities to coordinate with for this project.

2.10 Project Coordination Meetings

Multiple coordination meetings will be required during the project. Anticipated meetings will be with the CLIENT, District 99, DuDOT, and IDOT. HR Green will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. The coordination and meetings are estimated below:

A. At CLIENT

- Project Kickoff meeting (1); and
- Phase I Design Coordination meetings (2).

B. At School District 99

 One (1) additional Design Review/Coordination meeting not included in the above Public Outreach section.

C. At DuDOT

 Main Street at Oxford Street Intersection Concept Design Review Meeting (1).

D. At IDOT

- Phase I Kickoff Meeting (1);
- FHWA Coordination Meeting (1); and
- Phase I PDR Review Meeting (1).

E. Meeting Requirements

- COMPANY will have two (2) representatives at meetings held at the CLIENT:
- COMPANY will have two (2) representatives at meetings held at DuDOT;
- COMPANY will have one (1) representative at meetings held on-site and at IDOT;

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- COMPANY will have one (1) representative at meetings held at District 99;
- COMPANY will prepare the meeting minutes for all meetings attended.

F. Field Review

Preparation of materials for a field exam, participation in the field exam to review the existing conditions, take photographs, and assess how the proposed work may affect the project corridor.

For budget purposes, it is assumed that two (2) staff members of the COMPANY will attend the field exams at both project locations.

2.11 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review, and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the three (3) milestone submittals:

- A. Quality Control Check Project Manager;
- B. Peer Review Senior Engineer not involved with project on a daily basis; and
- C. Constructability Review Construction Personnel.

2.12 Project Administration

A. Project Management

For the duration of this project, this task will involve the management oversight of the project which will include the on-going review of the project execution, work product, document control scope, schedule and budget, contract file management and preparation of monthly progress reports.

B. Quality Control Plan

Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

C. Agreements

COMPANY will prepare funding agreements between the CLIENT and IDOT as needed throughout the duration of the project. The agreements typically describe Project funding obligations and can include Motor Fuel Tax (MFT) resolutions as needed. COMPANY will draft such agreements and have the documents reviewed prior to CLIENT submittal.

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D. Project Monitoring

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task.

E. Project Coordination

Maintain communications with the CLIENT and other designated representatives. Establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

3.0 Deliverables and Schedules Included in this Agreement

The following deliverables will be generated for this project and are included in this AGREEMENT:

- A. Main Street Corridor from Sherman Street to Franklin Street Corridor Alternatives Analysis;
- B. Typical Section and Concept Intersection Renderings;
- C. Traffic Signal Warrant Analysis (Main Street at Oxford Street);
- D. Intersection Design Studies (3);
- E. Concept Intersection Design Study (Main Street at Oxford Street);
- F. Traffic Study Technical Memorandum;
- G. ESR (Main Street corridor from Sherman Street to Franklin Street);
- H. PDR (Main Street corridor from Sherman Street to Franklin Street):
- Meeting Minutes of all meetings attended;
- J. Public meeting invitation letters, newspaper display advertisement, meeting brochure, public meeting exhibits, meeting summaries, and meeting disposition of comments; and
- K. Project text and exhibits for CLIENT and appropriate municipal website(s)

The schedule below was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

The Consultant shall complete the following phases of the project in accordance with the schedule shown; assuming notice to proceed is issued by the CLIENT in August 2021. A detailed Gantt chart will be prepared and submitted to the CLIENT for approval at the project kickoff meeting matching the milestone submittals listed. The end date for each task shown on the schedule represents the milestone deliverable date to the CLIENT.

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Land Surveying September 2021 – October 2021

Traffic Counts September 2021

Develop Concepts & Traffic Studies October 2021 – December 2021

Selection of Preferred Alternatives January 2022

DuDOT Meeting January 2022

Public Information Meeting February 2022

Submit ESR to IDOT November 19, 2021

(Anticipate 8-month IDOT review period)

Submit Draft PDR to IDOT February 25, 2022

Submit Final PDR to IDOT (pending receipt of ESR results)

July 2022

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Subsurface Utility Exploration (SUE) via potholing or hydro excavating;
- B. Geotechnical investigation;
- C. Special waste analysis and certification;
- D. Formal Phase I engineering studies meeting IDOT guidelines at the Main Street and Oxford Street intersection;
- E. Phase II detailed design engineering and preparation of contract plans;
- F. Field/drain tile surveys;
- G. Plat of Survey/Topography;
- H. Plat of Highways and Land Acquisition services;
- Tree species identification and/or tree mitigation;
- J. Formal LDS, EDP and/or PDP;
- K. Compensatory storage calculations/floodplain calculations;
- L. IDNR-OWR permitting/coordination;
- M. Wetland delineations and/or permit coordination;
- N. Storm water permitting;
- Section 4(f) Review;
- P. Transportation Management Plan (TMP);
- Q. Structural engineering;
- R. Sanitary sewer and/or water main design and/or plans;
- Attendance at any meetings not specifically indicated herein; and/or

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T. Construction layout and/or construction observation.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate AGREEMENT, if desired.

5.0 Services by Others

AMES Engineering, Inc. of Downers Grove, Illinois will provide the lighting concept design analysis and estimates for CLIENT review and selection.

6.0 Client Responsibilities

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

Public Meeting venue rental, if needed.

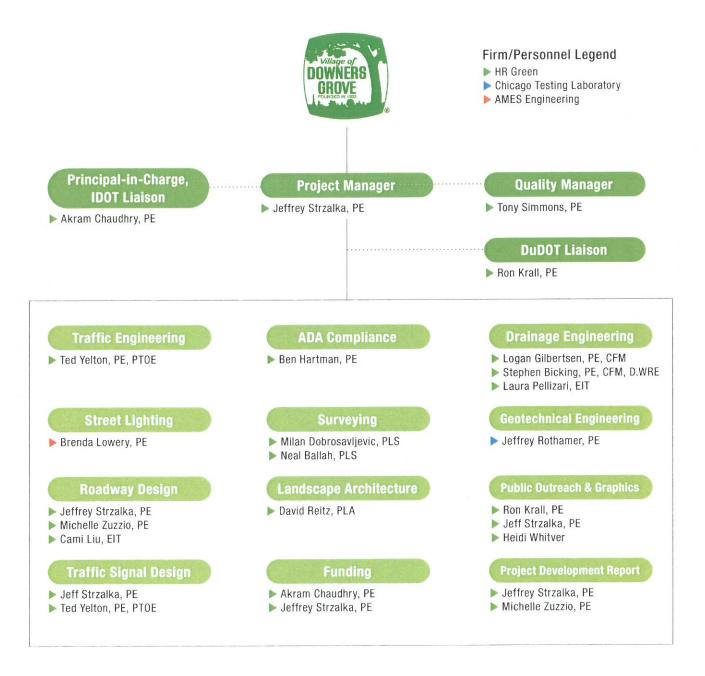
Attend Public Meetings as needed.

Participate in project design reviews and provide written comments.

CLIENT will provide the 2019 Sam Schwartz Consulting Report, documentation of stakeholder and public comments from past public meetings, project coordination and commitments, GIS and/or available survey data, electronic design files, and utility information, as well as any existing and/or proposed plans concerning the various roadways throughout the project corridor.

District 99 Pedestrian Safety Improvements | Phase I and II Engineering Services

Project Organizational Chart



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District 99 Pedestrian Safety Improvements | Phase I and II Engineering Services

Resumes of Staff

Staff Qualifications	Summary of Qualifications	Similar Project Experience
HR Green Staff		
JEFFREY STRZALKA, PE Project Manager OFFICE McHenry, IL EXPERIENCE 18 Years REGISTRATION PE, IL #062-060653	Jeff's experience includes project management and the design of a vast array of Phase I and Phase II projects involving coordination, pedestrian safety, geometrics, crash analysis, construction cost estimates, environmental constraints, and report preparation. He has managed the development of contract plans for projects encompassing roadway realignment and reconstruction, intersection improvements, traffic signals, bridge construction, drainage improvements, utilities, lighting, and streetscape elements.	 Algonquin, IL – Souwanas Trail Huntley Community School District 158 - Various Projects Hanover Park and Streamwood, IL - US 20 Sidewalk Extension and Traffic Signal Upgrades
AKRAM CHAUDHRY, PE Principal, IDOT Liaison, Funding Specialist OFFICE McHenry, IL EXPERIENCE 52 Years REGISTRATION PE, IL #062-036735	Akram brings a lifetime of experience in transportation and municipal project development. He has given capable leadership to preliminary studies and final design for highways and municipal projects. He has facilitated intergovernmental agreements for the use of State and Federal Funds, IDOT policies, procedures, standards, and construction management. Akram assists local agencies in completing funding packages to finance their roadway improvements with various types of funds available through IDOT and other agencies. He coordinates, manages and reviews Phase I Reports; Phase II Contract Plans, specifications, and estimates for compliance with approved reports, design policies, and state and federal requirements. He is also responsible for management of Phase III Construction contracts financed with State and Federal funds.	 Algonquin, IL – Souwanas Trail Niles, IL - Sidewalk Infill Phase I, Various Locations Hanover Park and Streamwood, IL - US 20 Sidewalk Extension and Traffic Signal Upgrades
ANTHONY SIMMONS, PE Quality Manager OFFICE Aurora, IL EXPERIENCE 20 Years REGISTRATION PE, IL #062-058414	As Regional Director, Tony is responsible for Phase I and Phase II transportation operations across HR Green's four (4) Illinois offices. Tony is an experienced transportation specialist who contributes to all facets of Phase I, Phase II and Phase III roadway projects for the Illinois Department of Transportation, the Illinois Tollway, and various counties and municipalities. His typical responsibilities include the management and oversight of projects involving: isolated and regional traffic studies, safety studies, feasibility studies, intersection design studies, design report preparation, traffic signal design, pavement design, preparation of contract plans and specifications, opinions of probable cost, preparation of bid documents using the Illinois Department of Transportation MFT format, location drainage studies and hydraulic report preparation, storm sewer design, storm water detention analysis and design, and floodplain encroachment analysis.	 Aurora, IL - Lake Street and River Street Two-Way Conversion IDOT - Various-Various Phase II Design DuPage County DOT - Various- Various Phase I/II Design
RONALD KRALL, PE DuDOT Liaison, Public Involvement Lead OFFICE Aurora, IL EXPERIENCE 30 Years REGISTRATION PE, IL #062-051213	Ron's transportation background spans 30 years of design and managerial experience on a variety of Phase I transportation projects, including intersection improvements, widening and resurfacing projects; major arterial corridor reconstruction; multi-use trail creation; and new highway/ freeway design. During the first 24 years of his career, he was heavily involved with IDOT projects, and he has a thorough understanding of IDOT's operations on both the State and Local Roads side and their relationship with the Federal Highway Administration. The last six years, Ron's focus has turned to County and Municipal projects. He has developed relationships in DuPage, Lake, and Cook Counties. In DuPage County he leads the Various-Various Phase I/II project, where HR Green has performed a wide variety of Work Orders with varying scopes. He has also worked in several municipalities in Northeast DuPage County and the surrounding area on a variety of road, drainage, multi-use trail, and aesthetic improvement projects. Some of those municipalities include Wood Dale, Elk Grove Village, Itasca, Roselle, and Hanover Park.	 Wood Dale, IL - Irving Park Road at Wood Dale Road Intersection Improvements DuPage County DOT - Various- Various Phase I/II Design



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District 99 Pedestrian Safety Improvements | Phase I and II Engineering Services

Staff Qualifications

TED YELTON, PE, PTOE Traffic Engineer

OFFICE

McHenry, IL

EXPERIENCE

7 Years

REGISTRATION

PE, IL #062-068830 PT0E #4599

BENJAMIN HARTMAN, PE ADA Project Engineer

OFFICE

McHenry, IL

EXPERIENC

17 Years

REGISTRATION

PE, IL #062-061659

LOGAN GILBERTSEN, PE, CFM Drainage Engineer

OFFICE

New Lenox, IL

EXPERIENCE

10 Years

REGISTRATION

PE, IL #062-067541 CFM, IL #012-00620

STEPHEN BICKING, PE, CFM, D.WRE

Senior Drainage Engineer

OFFICE

McHenry, IL

EXPERIENC

31 Years

REGISTRATION

PE, IL #062-050013 CFM, IL #02-00096

LAURA PELLIZZARI, EIT Staff Drainage Engineer

DEFICE

Aurora, IL

EXPERIENCE

3 Years

Summary of Qualifications

Ted has a variety of education and experience in the field of transportation. He has created construction plans and designed elements of projects at the City, County, and State level. Ted is knowledgeable in the fields of structural engineering, construction, roadway alignments and profiles, and drainage; and is widely regarded as an expert traffic engineer with emphasis on capacity analysis, safety analysis, Intersection Design Studies (IDS), and traffic signal design. Ted is well-versed in many traffic analysis software packages, including Highway Capacity Software, Synchro, and Vissim.

Ben's project experience includes traffic studies, MFT road programs, major roadway reconstruction projects, and project management involving the processing of federally and motor fuel tax funded projects. He has worked on all phases of project development, from topographic surveying and conceptual design through construction staking and observation. His duties typically include assisting and coordinating the design of projects, the preparation of improvement plans, specifications, and supporting documents, and verification of design computations and plan detailing for conformance with codes, manuals, and design considerations. His management roles involved overseeing numerous federally funded projects from the early Phase I development stages through reviewing and coordinating the final contract plans for letting.

Logan specializes in Water Resources and Environmental Engineering. Currently he works with a wide variety of projects ranging from stream bank stabilization and naturalization to the design of storm water Best Management Practices (BMPs) in urban and rural settings. Logan regularly completes Location Drainage Studies and Hydraulic Reports for IDOT projects. He is proficient with the IDOT drainage manual and has completed multiple Phase 1 and Phase 2 studies for IDOT, road districts and municipalities located in DuPage, Kane, Kendall, Lake, McHenry, Will, and Winnebago Counties.

Steve has earned an outstanding reputation in drainage and stormwater management throughout northeast Illinois. He specializes in hydrologic and hydraulic analysis and conformance with floodplain and stormwater regulations. Steve is a Certified Stormwater Engineer Review Specialist for Kane County and an Enforcement Officer in Lake County, as well as a member of the Lake County MAC. He is Chairman of the McHenry County Stormwater Technical Advisory Committee (TAC) and was on the Kendall County Stormwater TAC. Steve is well-versed in the use of all drainage computer-modeling programs. He has extensive experience with more detailed studies including floodplain delineation studies, storm sewer/detention pond design, regional stormwater facility planning, bridge/culvert hydraulic analysis, compensatory storage calculations/design, and hydraulic/hydrologic modeling of streams and rivers.

Laura is a Staff Engineer supporting HR Green's Water Business Line. Laura has worked on permitting and developing reports for various agencies including USACOE (Chicago and Rock Island District), IEPA, and the Lake County SMC. Laura's design work includes hydrologic and hydraulic analysis and design, engineer's estimate of probable costs, and Pedestrian Facilities in the Public Right-of-Way Accessibility Guidelines (PROWAG) grading. In addition, she is proficient in ArcMap GIS, Microstation, and XP SWMM and has a growing proficiency in HEC-RAS and AutoCAD Civil 3D. Laura received her B.S. in Civil and Environmental Engineering at the University of Illinois at Urbana-Champaign.

Similar Project Experience

- ► Algonquin, IL Souwanas Trail
- Huntley Community School District 158 - Various Projects
- Niles, IL Sidewalk Infill Phase I, Various Locations
- DuPage County DOT Various-Various Phase I/II Design
- Wood Dale, IL Irving Park Road at Wood Dale Road Intersection Improvements
- ► IDOT Various-Various Phase I/II Design, ADA Ramp Improvements
- Niles, IL Sidewalk Infill Phase I, Various Locations
- ► Elk Grove, IL Nerge Road Resurfacing and ADA/ Crosswalk Improvements
- Johnsburg, IL Chapel Hill Road Safe Routes to School Sidewalk Improvements
- Algonquin, IL Souwanas Trail
- ► IDOT Various-Various Phase I/ II Design
- DuPage County DOT Various-Various Phase I/II Design
- Wood Dale, IL Irving Park Road at Wood Dale Road Intersection Improvements
- ► IDOT Various-Various Phase I/ II Design
- ▶ DuPage County DOT Various-Various Phase I/II Design
- Niles, IL Sidewalk Infill Phase I, Various Locations
- Mundelein, IL Lake and Division Drainage Improvements
- Western Springs, IL Prospect Avenue Reconstruction



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District 99 Pedestrian Safety Improvements | Phase I and II Engineering Services

Staff Qualifications

MICHELLE ZUZZIO, PE Transportation Engineer

OFFICE

McHenry, IL

EXPERIENC

26 Years

REGISTRATION

PE, IL #062-052841

QILIN (CAMI) LIU, EIT Staff Transportation Engineer

OFFICE

McHenry, IL

EXPERIENCE

3 Years

DAVID REITZ, PLA Landscape Architect

OFFICE

McHenry, IL

EXPERIENCE

10 Years

REGISTRATION

PLA, IL #157-000992

HEIDI WHITVER

Graphic Designer

OFFICE

Des Moines, IA

EXPERIENCE

15 Years

MILAN DOBROSAVLJEVIC, PLS Survey Manager

OFFICE

New Lenox, IL

EXPERIENCE

21 Years

REGISTRATION

PLS, IL #035-003615

Summary of Qualifications

Michelle brings civil engineering experience focused on transportation/ roadway projects. Her vast experience encompasses major roadway design projects for agencies such as IDOT, Will County, and McHenry County as well as numerous local municipalities. She is currently supporting HR Green's US 30 Phase I project (IDOT).

Prior to joining HR Green, Michelle was employed by IDOT Districts 1 and 5 as a Civil Engineer. Her extensive roadway experience as project manager/project engineer makes her a valuable asset to the team.

Cami is a Staff Engineer supporting HR Green's Transportation Business Line. Her technical skills are diverse including experience in Project Management, Surveying, and Research. Qilin is proficient in MicroStation, AutoCAD Civil 3D,VISSIM, Fugro Roadware iVision, TransCAD, Total Station, R-language, Revit, BIM360, BlueBeam and AutoCAD.

David is a registered landscape architect with extensive experience in residential land planning, land development, land entitlement, and landscape architecture. Prior to joining HR Green in 2008, David worked as a National Director of Community Development for a national homebuilder. In addition, he brings over fifteen years of experience in the specific area of active adult community planning and development. David also specializes in parks and open-space planning, greenway and trail planning, and urban streetscape enhancement and beautification. He has led multi-disciplinary project teams and served as a manager for a large planning and landscape architectural business. He has led numerous projects through all phases of design and implementation, including site analysis/evaluation, conceptual design/planning, public outreach and involvement, specific site planning, land entitlement and zoning, detailed design, construction documentation, and construction administration.

For 15 years, Heidi has worked with clients to develop illustrative maps, process diagrams, public meeting presentations, newsletter communications, proposed renderings, and additional graphics to communicate project details. With her previous experience in landscape architecture and public involvement workshops, Heidi is uniquely qualified to translate project concepts through visual methods. Heidi's graphic design experience also includes project identities, logo development, ads, direct mail campaigns, door hangers, brochures, and various printed collateral.

Milan is directly involved in all phases of land surveying and mapping for municipal, transportation and land development projects. He has extensive experience in the land development process, including retracement surveys of sectionalized lands. In addition, Milan has performed ALTA Land Title Surveys, topographic surveys, preliminary and final platting, legal descriptions, title commitment reviews, construction layout services and municipal surveying reviews. Beyond the aforementioned fields, Milan also has experience with specialized environmental mapping, including hydrographic surveys and natural resources inventories.

Similar Project Experience

- ► IDOT Various-Various Phase I/ II Design
- DuPage County DOT Various-Various Phase I/II Design
- Wood Dale, IL Irving Park Road at Wood Dale Road Intersection Improvements
- DuPage County DOT Various-Various Phase I/II Design
- Niles, IL Sidewalk Infill Phase I, Various Locations
- ► Elk Grove, IL Nerge Road Resurfacing and ADA/ Crosswalk Improvements
- Rockford, IL North Main Street Streetscape
- Rockford, IL -South Main Street Streetscape
- Rockford, IL -West State Street Landscaping
- Kane County DOT Fabyan Parkway at Route 31 Intersection Improvements
- St. Louis, MO Tower Grove Park Neighborhood Access Improvements
- Des Moines, IA Hamilton Drain East System Improvements
- Huntley Community School District 158 - Various Projects
- ► IDOT Various-Various Phase I/ II Design
- DuPage County DOT Various-Various Phase I/II Design

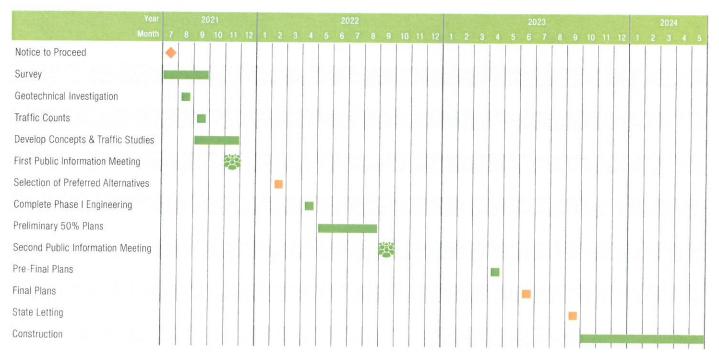


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District 99 Pedestrian Safety Improvements | Phase I and II Engineering Services

Summary of Qualifications	 Similar Project Experience
Neal's experience in land surveying fieldwork includes ALTA/ASCM land title surveys, topographic and boundary surveys, and construction staking.	Niles, IL - Sidewalk Infill Phase I, Various Locations
experience using MicroStation, Geopak, and AutoCAD Civil 3D. Neal is	► IDOT - Various-Various Phase I II Design
serving in oddedaton to farther the knowledge of failu surveying.	DuPage County DOT - Various- Various Phase I/II Design
Brenda's expertise includes highway lighting of various types including conventional, ornamental and high mast. She is also very conversant	► IDOT - Various-Various Phase I. II Design
is knowledgeable in all aspects of lighting circuit design and proper	Wood Dale, IL - Irving Park Roadway at Wood Dale Road
application of the National Electric Gode (NEG).	Intersection Improvements
y Staff	
Jeffrey has conducted a variety of geotechnical field investigations and has prepared multiple Roadway Geotechnical Reports and Structural	► Algonquin, IL – Souwanas Trail ► DuPage County DOT - Various-
Geotechnical Reports for the Illinois Department of Transportation (IDOT) and the Illinois Tollway (ISTHA).	Various Phase I/II Design
	Neal's experience in land surveying fieldwork includes ALTA/ASCM land title surveys, topographic and boundary surveys, and construction staking. Neal is familiar with robotic and GPS equipment. He has gained CADD experience using MicroStation, Geopak, and AutoCAD Civil 3D. Neal is continuing his education to further his knowledge of land surveying. Brenda's expertise includes highway lighting of various types including conventional, ornamental and high mast. She is also very conversant with IDOT, ISTHA and other local agency policies and procedures. Brenda is knowledgeable in all aspects of lighting circuit design and proper application of the National Electric Code (NEC). y Staff Jeffrey has conducted a variety of geotechnical field investigations and has prepared multiple Roadway Geotechnical Reports and Structural Geotechnical Reports for the Illinois Department of Transportation (IDOT)

Proposed Project Schedule





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TRANSPORTATION

WATER

GOVERNMENTAL SERVICES

LAND DEVELOPMENT

ENVIRONMENTAL

CONSTRUCTION

DHRGREEN.COM

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Local Public Agency	County	
Village of Downers Grove	DuPage	
	COST ESTIMATE WORKSHEET	

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection & Review	7	370	629		150		1,149	0.65%
Survey Services	221	9,073	15,424	595	3,675		28,767	16.24%
Drainage Analysis & Design	70	3,062	5,206		1,240		9,508	5.37%
Trafffic Studies	190	8,110	13,787	8,500	3,285		33,682	19.01%
PDR	210	9,874	16,787		3,999		30,660	17.30%
Lighting Design	2	136	231	ASSESSED VENT	55	7,330	7,752	4.38%
Public Outreach	115	4,589	7,801	2,056	1,858		16,304	9.20%
Grant Writing	40	2,796	4,753		1,132	ASSESSED OF	8,681	4.90%
Utility Coordination	20	1,095	1,861	PERSONAL PRINCIPAL OF	443	SASTEMATE A	3,399	1.92%
Project Coordination Meetings	114	7,555	12,843	588	3,060		24,046	13.57%
QA QC	44	3,331	5,662		1,349		10,342	5.84%
Project Administration	16	865	1,471	200	350		2,886	1.63%
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Subconsultant DL					0			0.00%
TOTALS	1049	50,856	86,455	11,939	20,596	7,330	177,176	100.00%

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
HR Green, Inc.	Date: June 16, 2021
Company Name	jstrzalka@hrgreen.com
1391 Corporate Drive, Suite 203	Email Address
Street Address of Company	I ((O)
	Jeff Strzalka, PE
McHenry, IL 60050	Contact Name (Print)
City, State, Zip	815.759.8359
815.385.1778	13-Hour Telephone
Business Phone Fax	Alkam Chaudhly Signature of Officer, Partner of Sole Proprietor
	Akram Chaudhry, PE / Principal
	Print Name & Title
ATTEST: If a Corporation	*
Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title Title

Date

ATTEST:

Signature of Village Clerk

Date



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

VENDOR W-9 REQUEST FORM

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

			lat this information be maintained for an payees including	
informa	tion below will be	wing substitute W sused to determine to do so will dela	-9 letter to assist us in meeting our I.R.S. reporting reque whether we are required to send you a Form 1099. Ple ay our payments.	ase respond as
BUSIN	ESS (PLEASE PRIN	T OR TYPE):		
	NAME: HR G	Green, Inc.		
	Address: 871	0 Earhart La	ne SW	
	CITY:	Cedar Rap	ids	
	STATE:	lowa		
	ZIP:	52404		
		341.4000	FAX:	
	TAX ID #(TIN):	42-0927178		
(If you		cial security numb	per, please give your full name.)	
DEMIT	TO ADDDESS (IE D	MEEFDENT FROM	AROVE):	
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REMIT	NAME:			_
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	NAME:ADDRESS:			-
	NAME: Address: City: State:	ccle one):	ZIP: Limited Liability Company – Member-Managed	-
	NAME: ADDRESS: CITY: STATE: OF ENTITY (CIR	ccle one):	ZIP:	-
	NAME: Address: CITY: STATE: OF ENTITY (CIR Individual Sole Properties	CLE ONE): ual oprietor ship	ZIP: Limited Liability Company – Member-Managed	-
	NAME: ADDRESS: CITY: STATE: OF ENTITY (CIR Individual Sole Pro-	CLE ONE): ual oprietor ship	ZIP: Limited Liability Company – Member-Managed Limited Liability Company- Manager-Managed	-
	NAME: ADDRESS: CITY: STATE: OF ENTITY (CIR Individual Sole Properties Corpora Charital	ecle ONE): ual oprietor ship ution ble/Nonprofit	ZIP: Limited Liability Company – Member-Managed Limited Liability Company- Manager-Managed Medical	

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to	District 99 Pedestrian Sa Improvements	afety , Proposer _	HR Green, Inc.	hereby certifies
the following:	(Name of Project)		(Name of Proposer	•)
	er is not barred from bid (Bid Rigging) or 720 IL			ations of Section 720
	er certifies that it has a th 775 ILCS 5/2-105(A)		harassment policy in	n place and is in full
Rules on Cont	er certifies that it is in a crolled Substances and A wee drivers are currently p	Alcohol Use and	l Testing, 49 C. F.R.	Parts 40 and 382 and
by the Departr or the amoun appropriate Re Department of	er further certifies that in ment of Revenue, or that it of a tax delinquency evenue Act. Proposer for Revenue, Proposer has int of all such taxes that a	t Proposer is co in accordance urther certifies entered into an	ntesting its liability for with the procedure that if it owes any tagreement with the D	or the tax delinquency es established by the ax payment(s) to the epartment of Revenue
BY: Ahk.	am Charles Proposer's Authorized Agen	My		
4 2 FEDERAL T	2 - 0 9 2 7 1 AXPAYER IDENTIFI	7 8 CATION NUM	1BER	
or	Social Security Number			
				sworn to before me of June, 2021.
			Nama r	nuluado

Notary Public

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation	
The Proposer is a corporation organized and existing under the laws of the State of	lowa ,
which operates under the Legal name of HR Green, Inc.	
and the full names of its Officers are as follows:	
President: Jason Poppen	-
Secretary: Richard White	- :
Treasurer: Michelle Byard	
and it does have a corporate seal. (In the event that this Proposal is executed by or President, attach hereto a certified copy of that section of Corporate By-La authorization by the Corporation which permits the person to execute the offer for the	aws or other
(b) <u>Limited Liability Company (LLC)</u> The Bidder is a LLC organized and existing under the laws of the State of	and the full
which operates under the legal name of	and the fun
Manager or Member:	a
Manager or Member:	-
Manager or Member:	_
Manager or Member:	-
(c) <u>Partnership</u> Names 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

PROPOSER'S CERTIFICATION (page 3 of 3)

(d) <u>Sole Proprietor</u> The Proposer 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? YES NO (circle one)
Insurer's Name Please refer to attached Certificate of Insurance.
Agent
Street Address
Street Address City, State, Zip Code
Telephone Number
I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.
Print Name of Company: HR Green, Inc.
Print Name and Title of Authorizing Signature: Akram Chaudhry, PE / Principal
Signature: Ahkam Chaushy
Date:June 15, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2019

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).

PRODUCER	1-800-300-0325	CONTACT Michelle Gruis				
Holmes Murphy & Assoc - CR		TOTALL.				
ex		PHONE (A/C, No, Ext): 319-896-7715 (A/C, No): 866-	231-7822			
201 First Street SE, Suite 700		E-MAIL ADDRESS: mgruis@holmesmurphy.com				
Coder Peride TA E2401		INSURER(S) AFFORDING COVERAGE	NAIC#			
Cedar Rapids, IA 52401		INSURER A: Zurich American Insurance Company				
INSURED		INSURER B: Travelers Property Casualty Company of	16535 25674			
HR Green Inc 8710 Earhart Lane SW		MSUKERB: ITAVETERS Property Casualty Company of				
		INSURER C: XL SPECIALTY INS CO				
		INSURER D:				
		INSURER E :				
Cedar Rapids, IA 52404		INSURER F :				
COVERAGES	DTIEICATE MUMBER, 57927100					

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 REDICED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	T	re
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT X LOC OTHER:		GL0373096710	01/01/20	(MM/DD/YYYY) 01/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY		BAP373096810	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2,000,000
В	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION\$ 10,000		ZUP14N8656620	01/01/20	01/01/21	EACH OCCURRENCE AGGREGATE	\$ 15,000,000 \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC373096610	01/01/20	01/01/21	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	Professional Liability (Claims Made Coverage)		DPR9952889	01/01/20		Per Claim Aggregate	5,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACORD	101, Additional Remarks Schedule, ma	ay be attached if more	space is require	d)	

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

Company Name: HR Green, Inc.	
Address:1391 Corporate Drive, Suite 203	
City: McHenry Zip Code: 60050	
Γelephone: (815)385-1778 Fax Number: ()	
E-mail Address: jstrzalka@hrgreen.com	
Authorized Company Signature: Ahkam Chaushly	
Print)Name: Akram ChaudhryTitle of Official:Principal	
Date: _ June 15, 2021	

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 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.

Under pena	lty of perjury, I declare:	
	rive (3) years.	ntributed to any elected Village position within the last
	Signature	Akram Chaudhry Print Name
	Proposer/vendor has contrib the Village Council within the last f	outed a campaign contribution to a current member of ive (5) years.
	Print the following information: Name of Contributor:	
		(company or individual)
	To whom contribution was made:	
	Year contribution made:	Amount: \$
	Signature	Print Name

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Village of Downers Grove CONSUltant Evaluation

Contractor: HR Green Inc.
Project: District 99 Pedestrian Safety Improvements Design Services (TR-03321)
Primary Contact: Jeff Strzalka Phone: 815-759-8359
Time Period: September 2021 thru February 2022
On Schedule (allowing for uncontrollable circumstances)
Provide details if early or late completion:
Change Orders (attach information if needed): None
Difficulties / Positives: Very responsive
Interaction with public:
(Attach information on any complaints or compliments)
General Level of Satisfaction with work:
Reviewers: Andy Sikich, P.E., CFM
Date: 02/28/2022