

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
6/7/2022

SUBJECT:	SUBMITTED BY:
Award of Contract - Main Street Downtown Traffic Signals, Crosswalks and Accessibility Upgrades (TR-034)	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested authorizing the award of a professional services contract for the design of the Main Street Downtown Traffic Signals, Crosswalks and Accessibility Upgrades to Baxter & Woodman, Inc. of Crystal Lake, Illinois in the amount of \$125,994.65, plus a 5% contingency for a total not-to-exceed \$132,294.38.

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 this work.

RECOMMENDATION

Approval on the June 7, 2022 consent agenda.

BACKGROUND

The Village owns and maintains traffic signals along Main Street in the downtown area at Franklin Street, Warren Avenue, Burlington Avenue, Curtiss Street, and Maple Avenue. These traffic signals require upgrades to meet current accessibility standards and to maintain continued operations. The sidewalk areas and crosswalks at these intersections will also be upgraded to meet current accessibility standards. This work continues the program to replace crosswalks, upgrade ramps, and install tactile warning panels, to match those which have been constructed over the past few years.

A Request for Qualifications (RFQ) was issued on March 25, 2022 with six firms responding. Based upon a review of the RFQ responses, a Request for Proposals (RFP) was sent to four shortlisted firms on April 14, 2022. After reviewing the responses, Baxter & Woodman, Inc. was identified as the firm whose proposal best meets the needs of the Village. Village staff recommends award of this contract for professional services to Baxter & Woodman, Inc. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

ATTACHMENTS

Contract

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: June 7, 2022
(Name)

RECOMMENDATION FROM: _____ FILE REF: TR-034
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for the Main Street Downtown Traffic Signals, Crosswalks and Accessibility Upgrades project (TR-034) to Baxter & Woodman Natural Resources, LLC in the amount of \$125,994.65 plus a 5% contingency in the amount of \$6,299.73 for a total not-to-exceed \$132,294.38.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for the Main Street Downtown Traffic Signals, Crosswalks and Accessibility Upgrades project (TR-034) to Baxter & Woodman Natural Resources, LLC in the amount of \$125,994.65 plus a 5% contingency in the amount of \$6,299.73 for a total not-to-exceed \$132,294.38.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Baxter & Woodman, Inc.

Project Name: Main Street DBD Traffic Signal and Accessibility Upgrades
Proposal No.: TR-034 / S-007
Proposal Due: Thursday, April 28, 2022@ 10:00 AM – Public Works

Required of Awarded Proposer:

Certificate of Insurance: Yes

Date Issued: Thursday, April 14, 2022

This document consists of 28 pages.

Return **original** copy of proposal (no staples, bindings or spines) in a **sealed envelope** marked with the Proposal Name/Number as noted above to:

Michael Tuman
Transportation Manager
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6863
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 Public Works, 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 copy 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.

PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES, BINDINGS OR SPINES.

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 RFP.
- 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: Michael Tuman, 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

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, 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 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.1.1 That it will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 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.

13. INSURANCE REQUIREMENTS

- 13.1 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:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 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;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 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;
 - 13.1.7 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.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 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.

14. CAMPAIGN DISCLOSURE

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

15. SUBLETTING OF CONTRACT

- 15.1 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.

16. TERM OF CONTRACT

- 16.1 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.

17. TERMINATION OF CONTRACT

- 17.1 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.

18. BILLING & PAYMENT PROCEDURES

- 18.1 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.

- 18.2 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.
- 18.3 Please send all invoices to the attention of Michael Tuman, Downers Grove Public Works, 5101 Walnut Ave, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 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.

20. STANDARD OF CARE

- 20.1. 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.
- 20.2 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.
- 20.3 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.

21. GOVERNING LAW AND VENUE

- 21.1 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.

22. SUCCESSORS AND ASSIGNS

- 22.1 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.

23. 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.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

25.1 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.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

27.1 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.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer 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.)

29. COPYRIGHT or PATENT INFRINGEMENT

- 29.1 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. SCOPE OF SERVICES/DELIVERABLES

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

1.2 Project Description

The project consists of evaluation and design of improvements to existing traffic signals, crosswalks, curb ramps, and all other related work, within compliance of latest ADA, PROWAG and Illinois Accessibility Code (IAC) standards within the limits of the Downers Grove Downtown Business District (DBD).

The existing crosswalks generally consist of monolithic concrete slab framed by concrete unit pavers or one foot wide concrete ribbon. Other crosswalks in the DBD consist of Hot Synthetic Patterned Textured Pavement. The existing curb ramps generally consist of decorative concrete pavers with a framed brick paver soldier course. The majority of crosswalk and curb ramp materials have displayed various degrees of deterioration. Several curb ramps require upgrades to meet current ADA, PROWAG and IAC standards.

The work is a continuation of annual projects to improve DBD crosswalks and accessibility upgrades. Design of the improvements shall incorporate Village geometric and aesthetic design elements for sidewalk, curb and gutter, crosswalks and landscaping and include conversion of hardscape to green space and/or implementation of BMPs where feasible. Said design elements have been utilized in the improvements of the following intersections:

- 2019: Warren Ave and Forest Ave (south leg)
- 2020: Warren Ave and Forest Ave (north leg)
- 2021: Curtiss St and Mochel Dr (crosswalk material to be done in summer 2022)
- 2021: Curtiss St and Washington St (crosswalk material to be done in summer 2022)
- 2021: Curtiss St and Forest Ave (crosswalk material to be done in summer 2022)
- 2021: Gilbert Ave and Forest Ave (crosswalk material to be done in summer 2022)
- 2021: Mochel Dr at Parking Deck (crosswalk material to be done in summer 2022)
- 2022: Burlington Ave and Mochel Dr (construction in spring)
- 2022: East and West Entrances of the Parking Deck (construction in spring)
- 2022: Rogers St and Main St (construction in spring)
- 2022: Grove St and Main St (construction in spring)
- 2022: Main St Mid-Block Crossing (construction in spring)

The existing traffic signals in the DBD were installed in 1999 and are to be modernized including painting, APS, countdown pedestrian heads, LED signal head replacement, pushbutton post installation or pushbutton relocations, installation of UPS and service upgrades. This work shall be completed without the use of temporary traffic signals. Locations E and F are controlled by one traffic signal controller interconnected to the BNSF railroad. The improvements shall include the interconnect and network plan for connection to the DuPage Central Signal System.

1.3 Scope and Schedule

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate which includes the following:

- a. Documentation and evaluation of existing infrastructure relating to the project at the signalized intersections within the DBD. Exhibits/data reflecting these findings shall be provided.
- b. All topographic information acquired as necessary to support the constructible plan set. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:
 - Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
 - Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
 - Field survey work encompassing the entire right-of-way and the intersecting streets as noted for a length of 100 feet in all four directions to show the complete intersection. Property corners shall be located and identified as required to establish public right-of-way lines. The establishing of missing monumentation (property corners) is NOT required.
 - All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
 - Copies of all field notes and electronic base maps of the identified segments in AutoCAD Civil3D (v.2021 or later) supplied to the Village. Plans 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 (2021 or later), and as .pdf documents. CAD drawings must be created using legitimate AutoCAD Civil3D software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions). 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, 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, inverts, water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits.
 - Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation, and elevations of roadway and driveway

pavement over culverts.

- Graphic depiction of all existing sidewalk, curb and gutter and concrete pavement contraction and expansion joints.
 - Locations and identification of all above ground features; i.e., mailboxes, seat walls, signs, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc. All features shall be drawn to scale.
 - 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.
 - 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.
 - Plan views shown at a scale of 1" = 5', or as required for proper plan set creation. All text shall be annotative.
 - Providing compatible drawing files (AutoCAD Civil3D 2021 or later) on flash drive or other media approved by the Village. The Village will provide a template file and title block upon Consultant's request.
 - Placement of temporary benchmarks within 100' of the improvements but no closer than 50' of the limits of construction.
- c. Final Plans shall include, but may not be limited to:
- Cover Sheet
 - General Notes and Summary of Quantities
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Construction Phasing Plan
 - The Proposer shall, with input from Village Staff, create a construction phasing plan with the objective of minimizing impacts to vehicular and pedestrian traffic and maintaining access to businesses and residences to the extent feasible.
 - Demolition Plan
 - Grading Plan
 - Utility Plan and Profile
 - Sediment Erosion, Sediment Control Plan
 - Traffic Control/Detour Plan
 - Restoration Plans
 - Cross-Sections
 - Traffic Signal Modernization Plan

- Traffic Signal Cable Plan
 - Interconnect and Network Plan (DuPage Central Signal System)
 - ADA Detailed Grading and Construction Plan
 - Any other plans as may be required to complete the work
- d. Cost estimate for 50%, 90% and final plans.
- e. 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), DuPage County Traffic Signal Specifications, and the Village's boilerplate contract documents.
- f. Permit Submittals – Application for any required permits (i.e. BNSF, IEPA, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. Note: portions of Locations E and F reside on BNSF property. 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. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP.
- g. The Consultant will be required to make qualified personnel available to answer questions and prepare/deliver throughout the bidding and construction process. **The consultant shall include 20 hours in their proposal that will be reserved exclusively for the bidding and construction process which may include plan revisions if necessary.** Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by Consultant), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.
- h. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format 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.
- i. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown.

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

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than the time and date set forth on the cover page of this RFP. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

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

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

2.4 Consultant Selection

Consultant Selection will be based on the following:

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

2.5 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which

the Proposer will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Proposer and shall not be the responsibility of the Village.

3. PROJECT DELIVERABLES

3.1 General

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

- 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 (v.2021 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format.

3.2 Deliverable Quantities

- Five (5) 1-hour project coordination meetings at Public Works including kick off meeting, concept meeting, and progress meetings at 50%, 90% and 100% submittals.
- Two (2) 2-hour public meetings at Public Works or an alternate location within the Village.
- Three (3) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.
- Documentation and evaluation of existing infrastructure (including completion of topographic survey) due June 24, 2022
- One (1) hard copy and (1) electronic copy of 50% plan set, Engineer's Opinion of Probable Cost (EOPC) and specifications due August 19, 2022
- One (1) hard copy and (1) electronic copy of 90% plan set, EOPC and specifications due September 30, 2022
- One (1) hard copy and (1) electronic copy of 100% plan set and EOPC and specifications due November 11, 2022
- One (1) electronic copy 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:

Michael Tuman, P.E. PTOE
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-6863
Fax 630-434-5495

5. Locations

Location A – Intersection of Main St and Maple Ave

Location C – Intersection of Main St and Curtiss St

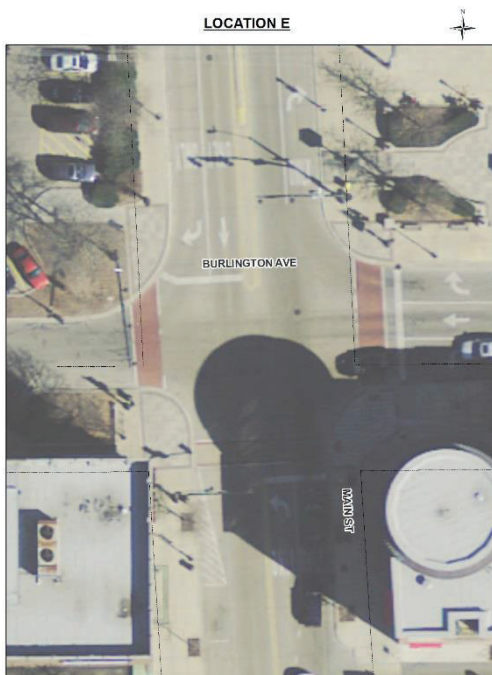
Village of Downers Grove – RFP Main Street DBD Traffic Signal and Accessibility Upgrades (TR-034 / S-007)

Location E – Intersection of Main St and Burlington Ave

Location F – Intersection of Main St and Warren Ave

Location H – Intersection of Main St and Franklin St

NOTE: Locations E and F are controlled by one traffic signal controller interconnected to the BNSF railroad.



Village of Downers Grove – RFP Main Street DBD Traffic Signal and Accessibility Upgrades (TR-034 / S-007)



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

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



Village of Downers Grove

Main Street DBD Traffic Signal and Accessibility Upgrades - Design TR-034 / S-007

April 28, 2022

Proposal submitted by:

BAXTER & WOODMAN
Consulting Engineers



8678 Ridgely Road, Crystal Lake, Illinois 60012 • baxterwoodman.com

April 28, 2022

Mr. Michael Tuman
Transportation Manager
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

**Subject: Proposal for TR-034 / S-007
Main Street DBD Traffic Signal & Accessibility Upgrades - Design**

Dear Mr. Tuman:

Thank you for selecting Baxter & Woodman as a shortlisted firm for the above reference project. We understand the Village is committed to implementing crosswalk and accessibility upgrades in the Downtown Business District. Retrofitting existing facilities to comply with ADA regulations can be challenging. Transportation engineering has been one of Baxter & Woodman's core disciplines for more than 75 years, and we are ready to help you continue enhancing community value with this next round of improvements.

From traffic signal and sidewalk design to topographic survey and CCDD compliance, Baxter & Woodman has the **in-house staff** to successfully complete the Village's project. As Project Manager, I bring valuable insight from serving as chair on the ACEC IDOT District One Traffic Signal subcommittee where our group is assisting the District with updating traffic signal guidelines.

Our **accessibility upgrade experience** includes working with numerous municipalities, the DuPage County Division of Transportation, and the Illinois Department of Transportation to identify deficient sidewalks and ramps, and design improvements in accordance with ADA and PROWAG guidelines. We effectively coordinated with the Village on a sidewalk design along Maple Avenue from Hillcrest Avenue to Lee Avenue in Downers Grove as part of the 2018 DuPage County DOT Sidewalk Improvements project.

The Village will benefit from our proven success evaluating pedestrian and crosswalk accessibility needs, preparing designs that comply with the necessary standards, and meeting project budget and timeline goals. We understand that the final deliverables of the design files shall be in AutoCad. We anticipate preparing our contract plans in MicroStation and converting the files to AutoCad for the Village. We also understand that if any files issues arise from this, we will resolve it at no cost to the Village.

Please contact me at 815-444-3262 or email dhogan@baxterwoodman.com if you have questions or need additional information during your review of our proposal. We look forward to working with the Village on the design of traffic signal and accessibility upgrades for the Main Street Downtown Business District.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink that reads 'Denis Hogan'.

Denis T. Hogan, PE
Transportation Manager

Contents

Project Understanding/Approach	4
Proposed Project Schedule	7
Fee Proposal	8
RFP and Forms.....	15

Project Understanding/Approach

The Village's Main Street DBD Traffic Signal and Accessibility Upgrades design project will require a consultant with proven experience evaluating pedestrian and crosswalk signalization needs and preparing designs that meet accessibility standards. With Baxter & Woodman, the Village will receive:



Full Service Team: Baxter & Woodman has in-house staff to complete topographic survey, CCDD compliance, ADA PROWAG design, traffic signal design, utility coordination, plats and legals, and more. We are prequalified with IDOT for Special Plans: Traffic Signals and 21 other categories.



Experience with the Village: We designed the sidewalk improvements along Maple Avenue from Hillcrest Avenue to Lee Avenue as part of the 2018 Sidewalk Improvement project with DuPage County Division of Transportation. Coordination was required with the Village for this project.



Efficient, Innovative, Solution-Focused Engineering: Our attention to detail and respect of your staff's time will be at the forefront of our design for the Village.



Proximity: Our Naperville office is less than a half hour from the Downers Grove Downtown Business District.

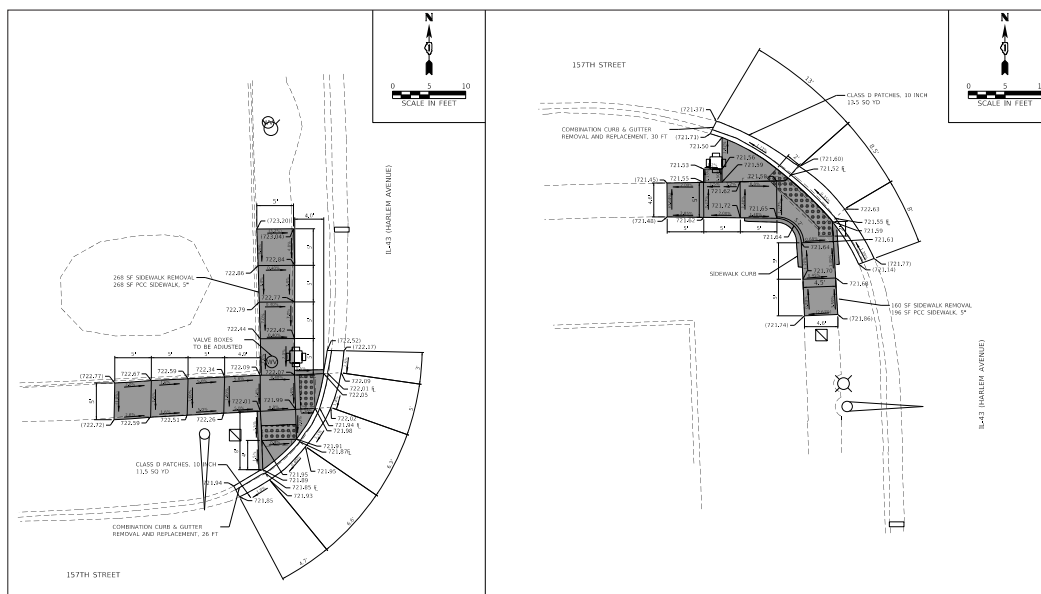


Effective Communication: We understand that clear communication and project updates from start to finish are key to the project's success.

Our strategy for success focuses on the following project elements:

ADA Sidewalk and Ramp Compliance

Addressing the needs of those with disabilities is a critical component of transportation design. Retrofitting existing sidewalks to comply with ADA regulations can be challenging. Baxter & Woodman has worked with IDOT Districts One and Two, DuPage County Division of Transportation, and numerous municipalities to identify deficient sidewalks and ramps, and design improvements in accordance with ADA and PROWAG guidelines.



A recent sidewalk ramp design Baxter & Woodman completed for IDOT District One at the signalized intersection of IL 43 and 157th Street.

Clean Construction Demolition Debris (CCDD)

Our staff geologist, **Donald Palmer Jr., PG**, assists the Illinois Department of Transportation District One as in-house Special Waste Assessment Coordinator. The scope of work for this project consists of ADA sidewalk and crosswalk improvements, and traffic signal upgrades with minimal soil excavation associated with the proposed improvements. Therefore soils generated from this project can be evaluated and disposed of utilizing a risk managed approach. The replacement of the crosswalks will consist of pavement removal to the subgrade and installation of a hot synthetic patterned textured pavement. As a result a Preliminary Site Investigation (PSI) will not be required for the project.


Right-of-Way and Temporary Easements

Right-of-way and temporary easements are not anticipated for this project. Therefore, the preparation of plats and legals are not included in the scope of work.

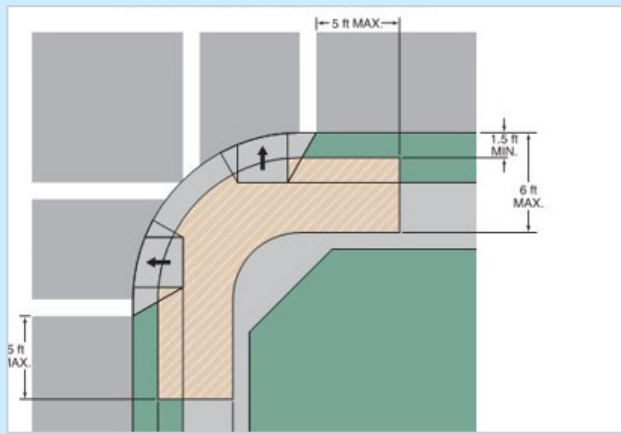
Pedestrian Considerations at Signalized Intersections

Project Manager **Denis Hogan, PE** serves as chair on the ACEC IDOT District One Traffic Signal subcommittee. Denis and his team are assisting the District with updating their traffic signal guidelines and are planning a Traffic Signal Design workshop this fall for consultants. Based on subcommittee meetings, Denis has gained valuable insight on the current design standards and issues that are occurring in construction.

The following are some of the key issues and recent lessons learned on sidewalk improvement projects:

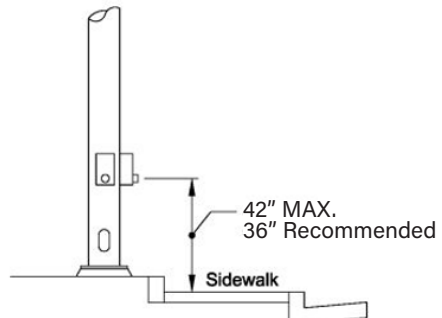


Existing traffic signal/pedestrian foundation elevations are not being considered in the design. As a result, the existing foundations are too low or too high from the new sidewalk.



Push buttons are not being designed in desirable locations.

Mounting Height Diagram



42" MAX.
36" Recommended

Sidewalk



Push buttons are being installed higher than the recommended 36" height or maximum 42" height.



Push button extensions have been allowed to meet reach requirements, but should be avoided, if possible.



Existing utilities, such as fire hydrants, drainage structures with open grates, and other obstructions within the clear zone, must be considered.



Pedestrian post mounted on 10" foundation



Pedestrian post mounted on 12" foundation

IDOT revised their standards for pedestrian post foundations from 10" to 12" to allow for mounting surface area for the pedestrian post bolt circle.

Proposed Project Schedule



Fee Proposal



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Baxter & Woodman, Inc.
PRIME/SUPPLEMENT Prime

DATE 05/11/22
PTB NO. _____

CONTRACT TERM 7 MONTHS
START DATE 6/1/2022
RAISE DATE 1/1/2023

OVERHEAD RATE 142.57%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2022 - 12/31/2022

7
7

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%



Cost Estimate of Consultant Services
(Direct Labor Multiple)

Firm	Baxter & Woodman, Inc.
Route	Main Street DBD Traffic Signal/ADA
Client	Village of Downers Grove
County	DuPage
Job No.	
PTB & Item	

Date	05/11/22
Overhead Rate	142.57%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Data Collection and Coordination	28	1,148.56	3,215.97	100.00			3,315.97	2.63%
Survey	48	1,860.00	5,208.00	325.00			5,533.00	4.39%
Plan Preparation	766	30,181.18	84,507.30				84,507.30	67.07%
Meetings	47	2,435.94	6,820.63	1,000.00			7,820.63	6.21%
Permit Coordination	80	3,339.36	9,350.21				9,350.21	7.42%
Assist in Bidding	20	820.40	2,297.12				2,297.12	1.82%
QC/QA	24	1,594.08	4,463.42				4,463.42	3.54%
Project Management & Admin	50	3,109.64	8,706.99				8,706.99	6.91%
TOTALS	1063	44,489.16	124,569.65	1,425.00	0.00	0.00	125,994.65	100.00%



Average Hourly Project Rates

Route Main Street DBD Traffic Signal/ADA
 Client Village of Downers Grove
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant Baxter & Woodman, Inc.

Date 05/11/22

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Data Collection and Coordinati			Survey			Plan Preparation			Meetings			Permit Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Vice President	\$73.36	0																	
Engineer VII	\$65.71	0																	
Engineer VI	\$66.42	94	8.84%	5.87										20	42.55%	28.26	8	10.00%	6.64
Engineer V	\$60.73	0																	
Engineer IV	\$50.10	0																	
Engineer III	\$41.02	711	66.89%	27.44	28	100.00%	41.02				580	75.72%	31.06	27	57.45%	23.56	56	70.00%	28.71
Engineer II	\$36.38	0																	
Engineer I	\$31.93	142	13.36%	4.27							126	16.45%	5.25				16	20.00%	6.39
Engineer Tech III	\$36.95	0																	
Engineer Tech II	\$29.13	0																	
Engineer Tech I	\$24.67	0																	
Spatial Tech Professional II	\$32.58	0																	
Survey Manager	\$44.00	12	1.13%	0.50				12	25.00%	11.00									
Project Surveyor	\$37.00	36	3.39%	1.25				36	75.00%	27.75									
Survey Technician	\$22.50	0																	
Cadd Tech III	\$43.88	0																	
Cadd Tech II	\$39.44	60	5.64%	2.23							60	7.83%	3.09						
Admin Support IV	\$40.00	8	0.75%	0.30															
Admin Support III	\$29.75	0																	
Admin Support II	\$23.17	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		1063	100%	\$41.85	28	100%	\$41.02	48	100%	\$38.75	766	100%	\$39.40	47	100%	\$51.83	80	100%	\$41.74



Average Hourly Project Rates

Route Main Street DBD Traffic Signal/ADA

Client Village of Downers Grove

County DuPage

Job No.

PTB/Item

Consultant Baxter & Woodman, Inc.

Date 05/11/22

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	Assist in Bidding			QC/QA			Project Management & Admin											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Vice President	\$73.36																		
Engineer VII	\$65.71																		
Engineer VI	\$66.42				24	100.00%	66.42	42	84.00%	55.79									
Engineer V	\$60.73																		
Engineer IV	\$50.10																		
Engineer III	\$41.02	20	100.00%	41.02															
Engineer II	\$36.38																		
Engineer I	\$31.93																		
Engineer Tech III	\$36.95																		
Engineer Tech II	\$29.13																		
Engineer Tech I	\$24.67																		
Spatial Tech Professional II	\$32.58																		
Survey Manager	\$44.00																		
Project Surveyor	\$37.00																		
Survey Technician	\$22.50																		
Cadd Tech III	\$43.88																		
Cadd Tech II	\$39.44																		
Admin Support IV	\$40.00							8	16.00%	6.40									
Admin Support III	\$29.75																		
Admin Support II	\$23.17																		
TOTALS		20	100%	\$41.02	24	100%	\$66.42	50	100%	\$62.19	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



**MAIN STREET DBD TRAFFIC SIGNAL AND ACCESSIBILITY UPGRADES
VILLAGE OF DOWNERS GROVE
PHASE II MANHOUR SUMMARY**

<u>Task</u>	<u>Sheets</u>	<u>Task Manhours</u>
1. Data Collection and Coordination		
Utility Coordination		12
Review Existing Information		8
Field Checks (1 @1 person x 8hrs)		8
Total task manhours		28
2. Survey		
Locate Iron Pipe		5
Station and Establish Control		4
Level Circuit		4
Collect Topo		35
Total task manhours		48
3. Plan Preparation		
Cover Sheet, Index and Highway Standards	1	6
General Notes	1	10
Typical Sections	1	12
Summary of Quantities	2	8
Alignment Plan and Control Points	2	16
Schedules	1	20
ADA Ramp Design (1"=5')		
Main Street and Maple Ave	1	40
Main Street at Curtiss Street	1	40
Main Street at Burlington Ave	1	40
Main Street at Warren Ave	1	40
Main Street at Franklin Street	1	40
Drainage and Utility Plans (To be shown on ADA Plan)		n/a
Removal and Erosion Control Plan- Double Plan (1"=20')	2	32
Existing Traffic Signal Removal Plans (4 hrs x 5 intersections)	5	20
Traffic Signal Modification Plans (24 hrs x 5 intersections)	5	120
Traffic Signal Cable Plans (16 hrs x 5 intersections)	5	90
Traffic Signal RR Pre-Emption and Sequence of Operation	2	24
Traffic Signal Interconnect and Network Plan	2	28
Pavement Jointing Plans (1"=20')	2	32
Maintenance of Traffic Plans Phasing Plan	2	32
Pedestrian Detour Plan	1	16
Village Details and IDOT Standards	2	16
Disposition of Comments (Preliminary, Prefinal and Final)		12



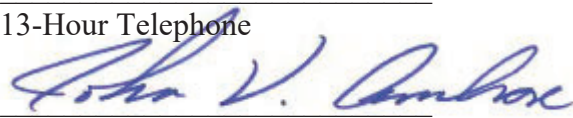

**MAIN STREET DBD TRAFFIC SIGNAL AND ACCESSIBILITY UPGRADES
VILLAGE OF DOWNERS GROVE
PHASE II MANHOUR SUMMARY**

<u>Task</u>	<u>Sheets</u>	<u>Task Manhours</u>
Estimate of Time		4
Cost Estimate		12
Quantity Calculations		16
Special Provisions		40
Total task manhours		766
4. Meetings		
Village (5 meetings x 2 people x 3hr/meeting) (Includes minutes and travel)		30
Public Meetings (2 @1 person x 4hrs) (Includes travel)		8
Pre-bid, Bid Opening, Precon (3 @1 person x 3hr) (Includes travel)		9
Total task manhours		47
5. Permit Coordination		
BNSF, Village Stormwater Permit		32
DuPage County DOT		24
ICC		24
Total task manhours		80
6. Assist in Bidding		
Respond to Questions and Evaluate Bids		20
Total task manhours		20
7. QC/QA		
Check plans, specifications, estimates by Senior Staff (3 reviews x 8 hours per review)		24
Total task manhours		24
8. Project Management & Administration		
5% of Sub-total of Hours		50
Total task manhours		50
	TOTALS	1,063

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:	
Baxter & Woodman, Inc.	Date: <u>May 11, 2022</u>
Company Name	<u>dhogan@baxterwoodman.com</u>
8678 Ridgfield Road	Email Address
Street Address of Company	<u>Denis Hogan, PE</u>
Crystal Lake, IL 60012	Contact Name (Print)
City, State, Zip	<u>815-444-3262</u>
815-459-1260	13-Hour Telephone
Business Phone	
815-455-0450	Signature of Officer, Partner or Sole Proprietor
Fax	<u>John V. Ambrose, PE, President/CEO</u>
	Print Name & Title
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

 Authorized Signature

 Title

 Date

ATTEST:

 Signature of Village Clerk

 Date

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



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Baxter & Woodman, Inc.
 ADDRESS: 8678 Ridgfield Road
 CITY: Crystal Lake,
 STATE: Illinois
 ZIP: 60012
 PHONE: 815-459-1260 FAX: 815-455-0450
 TAX ID #(TIN): 36-2845242

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *[Handwritten Signature]* DATE: May 11, 2022

PROPOSER’S CERTIFICATION (page 1 of 3)

Main Street DBD Traffic Signal & Accessibility Upgrades (TR-034/S-007)

With regard to _____, Proposer Baxter & Woodman, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

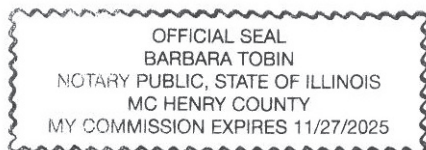
1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer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

BY: *John V. Ambrose* John V. Ambrose, PE, President/CEO
Proposer's Authorized Agent

3 6 - 2 8 4 5 2 4 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 11 day of May, 2022.

Barbara Tobin
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 Illinois, which operates under the Legal name of Baxter & Woodman, Inc., and the full names of its Officers are as follows:

President: John V. Ambrose, PE

Secretary: Deborah Finn

Treasurer: Louis Haussmann, PE

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

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) Sole Proprietor**

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 Holmes Murphy Associates/CSDZ, LLCAgent Diane O'LearyStreet Address 225 South 6th Street, Suite 1900City, State, Zip Code Minneapolis MN 55402Telephone Number 612-349-2495

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

Print Name of Company: Baxter & Woodman, Inc.Print Name and Title of Authorizing Signature: John V. Ambrose, PE, President/CEOSignature: Date: May 11, 2022

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: Baxter & Woodman, Inc.

Address: 8678 Ridgefield Road

City: Crystal Lake Zip Code: 60012

Telephone: () 815-459-1260 Fax Number: () 815-455-0450

E-mail Address: jambrose@baxterwoodman.com

Authorized Company Signature: 

(Print)Name: John V. Ambrose, PE Title of Official: President/CEO

Date: May 11, 2022

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 penalty of perjury, I declare:

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


Signature

John V. Ambrose, PE

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name