

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**10/4/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - Mochel Drive Water Quality Feature Design (SW-073)	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for the design of the Mochel Drive Water Quality Project to Engineering Resource Associates, Inc. of Warrenville, IL in the amount of \$18,573.50.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021 to 2023 include *Top Quality Infrastructure*, and *Steward of Financial, Environmental and Neighborhood Sustainability*.

**FISCAL IMPACT**

The FY22 budget includes \$50,000 in the Storm Water Fund for this project. The cost of constructing this project will be included in the draft FY23 budget.

**RECOMMENDATION**

Approval on the October 4, 2022 consent agenda.

**BACKGROUND**

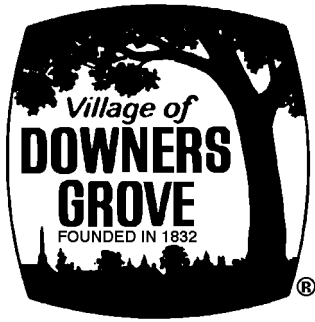
The proposed project includes the construction of an underground stormwater quality structure to remove pollutants and debris prior to entering St Joseph Creek, along with a small permeable paver plaza, rain garden/native plantings and educational signage, located within the west right-of-way of Mochel Drive just north of the parking deck. The Village was awarded a Water Quality grant from DuPage County for this project. The grant will reimburse 25% of the project construction cost (up to \$16,687). This contract is for the design of the project, which is planned to be constructed next year.

A Request for Proposals (RFP) was sent to pre-qualified engineering firms. Three proposals were received. After reviewing the proposals, Engineering Resource Associates, Inc. was identified as the firm that best meets the needs of the Village. Staff recommends award of the contract to Engineering Resource Associates, Inc. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

**ATTACHMENTS**

Contract Documents

## Village of Downers Grove



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: Mochel Drive Water Quality

Proposal No.: SW-073

Proposal Due: August, 16, 2022, 11:00am

5101 Walnut Avenue, Downers Grove, IL 60515

### Required of Awarded Contractor:

Certificate of Insurance: No

Date Issued: August 2, 2022

This document consists of 26 pages, plus exhibits

Return **original** and **one (1) duplicate copy** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

VILLAGE OF DOWNERS GROVE  
ATTN: JULIE LOMAX  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/493-8821  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works, 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 electronic copy of the total proposal (including all pages of original RFP). Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

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# **I. REQUEST FOR PROPOSALS**

## **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals **up to the date and time as indicated above.**
- 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, to the name and address indicated above, 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

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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.

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**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:

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- 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

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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



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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.

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**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

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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 Village of Downers Grove, Accounts Payable, 801 Burlington, 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.

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**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 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.)

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**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.

**30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

- 30.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

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### **III. DETAIL SPECIFICATIONS**

#### **1. REQUEST**

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

#### 1.2 Project Description

The Village was awarded a Water Quality Grant from DuPage County for the Mochel Drive Water Quality Project. The application is included as Exhibit A. The project includes an off-line hydrodynamic separator on an existing 42" / 48" storm sewer on Mochel Drive just south of Curtiss St (see Exhibit B – Project Location).

The Village is seeking proposals for design of the water quality improvement project.

Project scope includes, but may not be limited to:

- New off-line mechanical separator, new manhole with weir wall (or equivalent), and required storm sewer – the proposed layout is included in the proposal in Exhibit A
- Size the hydrodynamic separator and calculate water quality benefits
- Permeable paver patio area
- Benches
- Educational signage
- Native plantings around the paver patio

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

- Topographic survey of study area shown approximately in Exhibit B which shall include sufficient survey for design of the improvements and establishment of overland flow routes. Survey shall include a 100-foot overlap at all street intersections.
- Preliminary plans (50%), pre-final plans (90%), final engineering plans, specifications, cost estimates and permitting for the improvements.
- Engineering questions and design revisions for unknown conditions during construction.
- Price per 100-linear feet of additional right-of-way topographic survey, if required
- Price per ½ acre for additional topographic survey on private property, if required

**The cost shall be provided in a separate sealed envelope.**

#### 1.3 Scope and Schedule

##### *1. Topographic Survey*

A topographic survey of the project limits as shown on Exhibit B – sufficient to design the project. There is an estimated 2,000 square feet of right of way. The topographic survey

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shall be performed by an Illinois-licensed surveyor and shall include:

- Reference lines parallel to right-of-way lines. Base lines stationing south to north and west to east.
- Limits shall be sufficient to complete full design and construction.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Existing ROW monumentation shall be recovered and used to assist in the location of the existing ROW. Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
- All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic data of the identified segments in AutoCAD Civil3D (v.2018 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 (2018 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

## Village of Downers Grove

between similar contours.

- Providing compatible drawing files (AutoCAD Civil3D 2018 or later) on compact disk or other media approved by the Village.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
- Placement of at least two temporary site benchmarks located outside the limits of construction at each final design site area.

2. *Price per 100-linear feet of additional right-of-way topographic survey*

3. *Price per ½ acre for additional topographic survey on private property*

4. *Project kick-off meeting*

Meet with staff to review project requirements, visit project location.

5. *Preliminary Plans/Pre-Final Plans/Final Engineering Plans/Specifications*

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate. The Village will provide Village AutoCAD sheet template for plan set. The topographic survey shall be performed by an Illinois-licensed surveyor and shall be prepared per the requirements above. Anticipate two (2) additional meetings with Village staff to discuss the project.

a. Preliminary plan submittal (50%)

A site visit, if necessary, with Village Staff.

b. Pre-Final Plans (90%) and Final Plans shall include, as needed:

- Cover Sheet
- General Notes and Summary of Quantities
- Earthwork Schedule
- Typical Sections and Construction Details
- Alignment, Ties and Benchmarks
- Grading Plan (1" = 20')
- Storm Sewer Plan and Profile
- Sediment Erosion, Sediment Control Plan (1" = 20')
- Cross-Sections (every 50' and at other critical locations)
- Any other plans as may be required to complete the work

c. Cost estimate for 50%, 90% and final 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. USACOE, IEPA,



## Village of Downers Grove

IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work 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, USACOE and any other environmental permit approvals, if applicable. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP. The Consultant shall identify all permit fees for the project. All permit fees will be paid separately by the Village.

- f. The Consultant will be required to make qualified personnel available to answer questions and prepare/deliver revisions 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 provide Village contract boilerplate for consultant to prepare all bid documents. Village staff 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 or other 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 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 one copy of the statement of proposal (one copy to be in the form of a .pdf file on a flash drive) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Team
- Resumes of Staff (**only those persons not included in SOQ provided previously**)
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown (**in separate sealed envelope**) - **include 10% contingency in your fee proposal.**

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for consultant generated proposal information shall be approximately 10 single sided or 5 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included. Also, please identify the

## Village of Downers Grove

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 Page 1 of this RFP**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

## 2.3 Fee Proposal

The Village of Downers Grove prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not to Exceed” cost. **Include 10% contingency in your fee proposal.**

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.**

## 2.4 Consultant Selection

Consultant Selection will be based on the following:

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

## 2.5 Pre-Proposal Field Review

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

# 3. **PROJECT DELIVERABLES**

## 3.1 General

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

## Village of Downers Grove

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 (2018 or later), and as .pdf documents. The cost estimates shall be in Microsoft Excel format. Specifications shall be in Microsoft Word format.

### 3.2 Deliverables schedule

#### Topographic Survey

- To be coordinated with schedule of final designs below.

#### Engineering Plans/Specifications:

- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due by October 14, 2022.
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due by November 7, 2022.
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due by November 30, 2022.
- 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:

Julie Lomax, PE, CFM  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
[jlomax@downers.us](mailto:jlomax@downers.us)  
Phone 630-493-8821  
Fax 630-434-5495

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

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



**ENGINEERING**  
RESOURCE ASSOCIATES

### PRIMARY CONTACT:

Marty Michalisko, PE, CFM  
Project Manager/Prinicpal  
3S701 West Avenue, Suite 150  
Warrenville, IL 60555  
P: 630-393-3060 x1031  
mmichalisko@eraconsultants.com



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Project Team	Page 5
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### PROPOSAL FOR:

Mochel Drive Water Quality (SW-073)

### PREPARED FOR:

Julie Lomax  
Stormwater Administrator  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

### DUE:

August 16, 2022 at 11:00 AM



August 16, 2022

Julie Lomax  
Stormwater Administrator  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

**Subject: Proposal - Mochel Drive Water Quality (SW-073)**

Dear Ms. Lomax:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for Mochel Drive Water Quality (SW-073). The proposal has been prepared in accordance with the request for qualifications, our experience working with the Village of Downers Grove on past projects, and our experience providing similar services for other communities.

Our proposed project team includes experienced and highly qualified water resource engineers, design engineers, environmental scientists, and surveyors. Most of the project team members have served in similar roles on past projects for the Village of Downers Grove so they are familiar with your staff, procedures, and requirements. Through our experience working with the Village, we understand the value staff puts on performing field visits at strategic times during the design process. This ensures that designed improvements are constructible, and value engineered. With our location just minutes away we can check field conditions anytime there is a challenging aspect of the project or uncertainty in the design.

We greatly appreciate the opportunity to provide this proposal and we look forward to working with you and your staff on this important assignment. Please contact me should you have any questions or require additional information. I can be reached at 630-393-3060 ext. 1031 or mmichalisko@eraconsultants.com.

Respectfully submitted,  
ENGINEERING RESOURCE ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Marty Michalisko'.

Marty Michalisko, PE  
Project Manager/Principal

**WARRENVILLE**

3S701 WEST AVENUE, SUITE 150  
WARRENVILLE, IL 60555  
P 630.393.3060

**CHICAGO**

10 SOUTH RIVERSIDE PLAZA, SUITE 875  
CHICAGO, IL 60606  
P 312.474.7841

**CHAMPAIGN**

2416 GALEN DRIVE  
CHAMPAIGN, IL 61821  
P 217.351.6268



## Project Understanding/Approach

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the Mochel Drive Water Quality Project. The proposal has been prepared in accordance with our experience designing a recent and similar project in the Village of Glencoe, our previous work with Village of Downers Grove staff, and our understanding of the local watershed.

### **Project Understanding**

The Village of Downers Grove was awarded a water quality grant from DuPage County for the Mochel Drive Water Quality Project. The project includes an off-line hydrodynamic separator on an existing 42"/48" storm sewer on Mochel Drive. The Village now desires for an engineer consultant to complete the detailed design and specifications for the project. The anticipated cost of the improvements is approximately \$70,000.

### **Scope of Services**

ERA will provide engineering services in accordance with the following work plan.

1. **Meetings and Coordination** – We will work closely with staff and other stakeholders to maintain communication throughout the duration of the project including obtaining information, providing progress updates, and discussing relevant issues. ERA will attend a project kickoff meeting to review project requirements and to complete a site visit.
2. **Data Acquisition/Review** – We will acquire and review relevant background data from various sources including but not limited to the following items:
  - Aerial photography
  - Contour Information
  - Utility maps for water, sewer, street lighting and traffic signals
  - Village standard contract documents
  - Village design details
  - Historical engineering plans
  - Televised sewer runs
  - Relevant GIS files
  - Other relevant background data as available
3. **Topographic Survey** – We will perform a topographic survey using in-house personnel and equipment. It is anticipated that the survey will include 2,000 SF of ROW topo for the limits described in the proposal. Relevant surface features will be surveyed horizontally and vertically. This includes above ground observed public and private utilities, trees of six-inch diameter or greater, fences, established landscaping limits, etc. Public utility structures will also be opened and pipe sizes, invert elevations, directions, materials, etc. will be measured from the surface. JULIE marking and found property corners will also be referenced.
4. **Utility Coordination** – ERA will perform a design JULIE to acquire contacts from utility companies (telephone, gas, electric, cable). ERA will coordinate with the contacts to verify utility locations and depths. If sewer routings disturb utilities, ERA will coordinate with the utility companies to determine their scope of work and preliminary construction schedule to relocate their facilities. It is anticipated that plans at each design phase will be sent to utility companies for their review and comment.





## Project Understanding/Approach

5. **Base Plans** – Data from the data acquisition, topographic survey, and utility coordination tasks will be downloaded and compiled into our AutoCAD based system to produce base plans of existing conditions. Base plan and profile sheets will be plotted (1-inch equals 20-feet) and provided to the Village and utility companies for review and verification of facilities.
6. **50% Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (50%) for the water quality improvements. It is anticipated that plans will include the following sheets:
  - a. Cover Sheet and Location Map
  - b. General Notes and Typical Sections
  - c. Summary of Quantities and Schedule of Quantities
  - d. Alignment, Ties and Benchmarks
  - e. Traffic Control Plans and Details
  - f. Plan and Profile Sheets
  - g. Utility Plans
  - h. Stormwater Pollution Prevention Plans
  - i. Restoration Plans
  - j. Construction Details
  - k. Cost Estimate

This task includes the preparation of specifications and an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set, ERA will perform value engineering to identify cost saving measures prior to developing the 90% plans.

7. **Permitting** – ERA will assist the Village in acquiring the following permits/approvals.
  - a. *Stormwater Approval* – ERA will prepare a brief stormwater report that demonstrates adherence to the DuPage County stormwater ordinance. It is our understanding that DuPage County will not have review authority as there is no impacts to special management areas.
8. **90% Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (90%) for the storm sewer improvements. It is anticipated that plans will include the following sheets:
  - a. Cover Sheet and Location Map
  - b. General Notes and Typical Sections
  - c. Summary of Quantities and Schedule of Quantities
  - d. Alignment, Ties and Benchmarks
  - e. Traffic Control Plans and Details
  - f. Plan and Profile Sheets
  - g. Utility Plans
  - h. Stormwater Pollution Prevention Plans
  - i. Restoration Plans
  - j. Construction Details
  - k. Cost Estimate

This task includes the preparation of specifications and an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set ERA will perform value engineering to identify cost saving measures prior to developing the 100% plans.





## Project Understanding/Approach

9. **100% Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (100%) for the storm sewer improvements. It is anticipated that plans will include the following sheets:
- Cover Sheet and Location Map
  - General Notes and Typical Sections
  - Summary of Quantities and Schedule of Quantities
  - Alignment, Ties and Benchmarks
  - Traffic Control Plans and Details
  - Plan and Profile Sheets
  - Utility Plans
  - Stormwater Pollution Prevention Plans
  - Restoration Plans
  - Construction Details
  - Cost Estimate

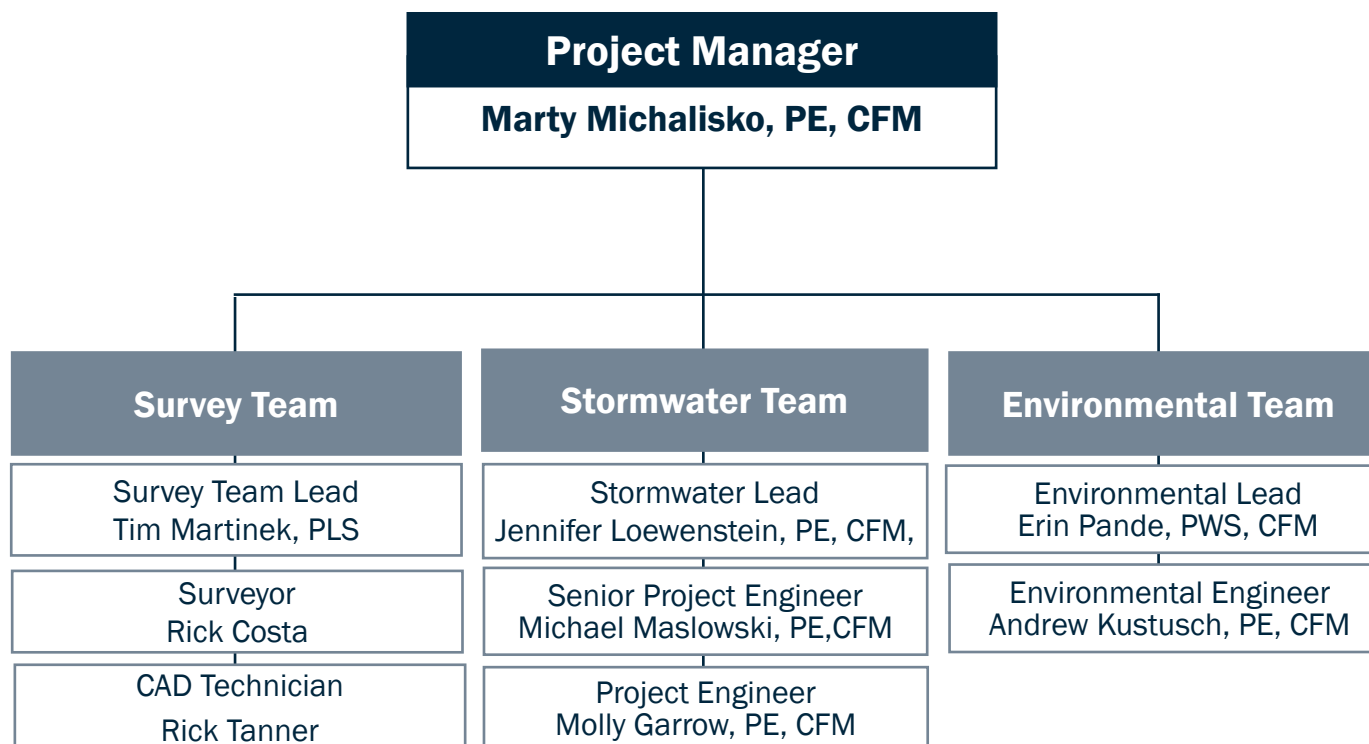
This task includes the preparation of specifications and a final engineer's opinion of probable construction cost.

10. **Bidding/Construction Assistance** – ERA will provide bidding/construction assistance for the project that includes answering questions and revising the plans based on questions or concerns. We have assumed 20 hours for this task.

### Project Schedule

ERA will meet the schedule proposed in the RFP. This includes the following:

- 50% Plans and Estimates by October 14, 2022.
- 90% Plans, Specifications, Estimates by November 7, 2022.
- 100% Plans, Specifications, Estimates by November 30, 2022.



**Resumes included in SOQ**

**EXHIBIT F-1**

**COST ESTIMATE FOR CONSULTANT SERVICES**

ROUTE: \_\_\_\_\_  
 PROJECT: Mochel Drive Water Quality Improvements  
 SECTION: \_\_\_\_\_  
 COUNTY: DuPage  
 JOB NO.: \_\_\_\_\_

CONSULTANT: Engineering Resource Associates, Inc.

DATE: 08/15/2022

OVERHEAD RATE: Overhead and Profit Included in Hourly Rates    COMPLEXITY FACTOR: 0

ITEM	MANHOURS (A)	FEE (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
1 Meetings and Coordination	6	\$1,050.00	-		-		\$1,050.00	6.22%
2 Data Acquisition/Review	4	\$420.00	-		-		\$420.00	2.49%
3 Topographic Survey	12	\$1,350.00	-		-		\$1,350.00	8.00%
4 Utility Coordination	6	\$710.00	-		-		\$710.00	4.20%
5 Base Plans	8	\$1,040.00	-		-		\$1,040.00	6.16%
6 50% PS&E	26	\$3,750.00	-		-		\$3,750.00	22.21%
7 Permitting	11	\$1,385.00	-		-		\$1,385.00	8.20%
8 90% PS&E	21	\$2,935.00	-		-		\$2,935.00	17.38%
9 100% PS&E	11	\$1,565.00	-		-		\$1,565.00	9.27%
10 Bidding/Construction Assistance	20	\$2,580.00	-				\$2,580.00	15.28%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
Printing and Mileage				\$100.00			\$100.00	0.59%
<b>SUB-TOTAL</b>	125	\$16,785.00	-	\$100.00	-	\$0.00	\$16,885.00	100.00%

**10% Contingency** \$1,688.50

<b>TOTAL</b>		<b>\$18,573.50</b>
Survey Cost Per Additional 100' of ROW	\$400	
Survey Cost Per 1/2 Acre of Properties	\$750	

# 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:**

Engineering Resource Associates, Inc.

Company Name

3S701 West Avenue, Suite 150

Street Address of Company

Warrenville, IL 60555

City, State, Zip

630-393-3060

Business Phone

630-393-2152

Fax

Date: 08/15/2022

mmichalisko@eraconsultants.com

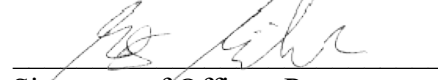
Email Address

Marty Michalisko

Contact Name (Print)

630-918-0273

13-Hour Telephone



Signature of Officer, Partner or Sole Proprietor

Marty Michalisko, Principal

Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

John Mayer, PE, CFM

**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:** Engineering Resource Associates, Inc.

**ADDRESS:** 3S701 West Avenue, Suite 150

**CITY:** Warrenville

**STATE:** IL

**ZIP:** 60555

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

**TAX ID #(TIN):** 36-3686466

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

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

**NAME:** \_\_\_\_\_

**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:** 

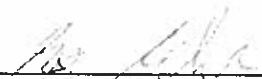
**DATE:** 08/15/2022

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to Mochel Drive Water Quality, Proposer Engineering Resource Associates, Inc. hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 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.

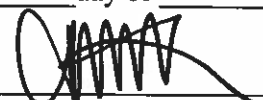
BY:   
Proposer's Authorized Agent

3	6	-	3	6	8	6	4	6	6
---	---	---	---	---	---	---	---	---	---

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this 15 day of August, 2022.

  
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 Engineering Resource Associates, Inc., and the full names of its Officers are as follows:

President: Jon Green, PE, CFM

Secretary: John Mayer, PE, CFM

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

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 Audrey McNeill

Agent Holmes Murphy and Associates

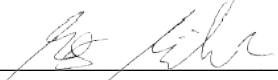
Street Address 311 S.W. Water Street, Suite 211  
City, State, Zip Code Peoria, IL 61602-4108

Telephone Number 800-527-9049

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

Print Name of Company: Engineering Resource Associates, Inc.

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

Signature: 

Date: 08/15/2022



## 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: Engineering Resource Associates, Inc.

Address: 3S701 West Avenue, Suite 150

City: Warrenville, IL Zip Code: 60555

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

E-mail Address: mmichalisko@eraconsultants.com

Authorized Company Signature: 

(Print )Name: Marty Michalisko Title of Official: Principal

Date: 08/15/2022

**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.

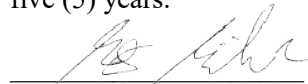
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Marty Michalisko  
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