

VILLAGE OF DOWNERS GROVE
Report for the Village
2/11/2025

SUBJECT:	SUBMITTED BY:
Award of Contract – Fairview at Hummer Park Box Culvert Replacement Final Design	Scott Vasko Director of Engineering

SYNOPSIS

A motion is requested to award a contract to Engineering Resource Associates, Inc., of Warrenville, IL, in the amount of \$185,482.00 for engineering services for the Fairview at Hummer Park Box Culvert Replacement Final Design.

STRATEGIC PLAN ALIGNMENT

The goals for 2024 to 2026 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY25 budget includes \$300,000 in the Stormwater Fund for this design.

RECOMMENDATION

Approval on the February 11, 2025, consent agenda.

BACKGROUND

The existing box culvert under Fairview Avenue on the west side of Hummer Park has reached its useful life and needs to be replaced. In 2023 a preliminary design analysis was completed by ERA for this project. This contract includes final design and permitting. Construction of this project is planned for 2026.

On Monday, January 8, 2025, a Request for Proposals (RFP) was issued to the six prequalified engineering firms. Five proposals were received. Upon review of the proposals, Engineering Resource Associates, Inc. was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to Engineering Resource Associates, Inc. based on their understanding of the project, capability to perform the work, familiarity with this project, experience with similar projects, experience working with the Park District, and the proposed fee.

ATTACHMENTS

Contract Documents



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: Fairview at Hummer Park Box Culvert Replacement
 Proposal No.: SW-104
 Proposal Due: **January 22, 2025 at 11:00 am**

Required of Awarded Proposer:

Certificate of Insurance: Yes

Date Issued: January 8, 2025

This document consists of **58** pages, inclusive of exhibits.

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

Julie Lomax
 Stormwater Administrator
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVE
 DOWNERS GROVE, IL 60515
 PHONE: 630/493-8821
 FAX: 630/434-5495
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 7:30 A.M. to 4:30 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, as indicated on the first page of this RFP, 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 **name and address listed on the page one (1) of this RFP.**

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
850 Curtiss 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.

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. 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.

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 Notice to Proceed and a purchase order have been issued.

1.2 Project Description

The existing 42" high by 48" wide box culvert under Fairview Avenue on the west side of Hummer Park has reached its useful life and needs to be replaced. This culvert is identified as part of Project 4 in DuPage County's St Joseph Creek Watershed Plan. Any proposed improvements shall take this into account:

https://www.dupagecounty.gov/EDP/Stormwater_Management/63843/

In 2024, the Village had a preliminary study/design completed by ERA to review options and feasibility for the culvert replacement. The preliminary report is attached as Exhibit B.

The Village is now requesting proposals for topographic survey, preliminary plans, final engineering plans, specifications, and an engineer's estimate for replacing the box culvert and other necessary modifications at Hummer Park. The final design will include the relocation of the vehicle entrance to Hummer Park, which will require maintaining the current number of parking spaces.

Improvements shall be geared toward achieving an estimated forty to fifty year life span, including required maintenance.

Work in this contract shall include all design and modeling required to provide final design for construction and permitting. The work performed under this contract shall include, but not be limited to:

- On-site inspection of existing conditions of pipes, junctions/manholes and headwalls
- Topographic survey of the study area specified in Exhibit A, including a tree survey.
- Cost of additional survey as specified in section 1.3.
- FEQ modeling for proposed design for permit, to submit for a LOMR, to show the benefits, and to show no adverse impacts.
- Coordination of all required permits (i.e. US Army Corps of Engineers, DuPage County, IEPA/NOI, the Kane-DuPage Soil and Water Conservation District, Illinois Department of Natural Resources – Office of Water Resources, Village of Downers Grove, etc.), including final sign-off (if required), for the design alternative(s) and all work associated with obtaining permits, i.e. hydraulic/hydrologic calculations, stormwater pollution prevention plans, etc.
- Submit to FEMA for a Letter of Map Revision (LOMR) upon project completion.
- Generation and delivery of construction plans, specifications (special provisions) and cost estimates

- Provide streambank stabilization and native landscaping design.
- Hummer Park is a mature park. Design shall include a **landscape architect** and coordination with the Park District to maintain the park-like setting.
- Historically, Hummer Park had ice skating in the winter. Include in the design the means to divert the creek flow during the winter months so the Park District can create an ice skating pond.
- The design shall maintain the existing number of parking spaces, as well as resurface and stripe the entire Hummer Park lots
- Relocation/replacement of park lighting (as required for work)
- Patch / Resurface Fairview and Sheldon
- Striping on Fairview and Sheldon
- Prepare Plat of Vacation for unimproved Wilcox Ave ROW in Hummer Park (and possibly combine lots)
- Open House at Hummer Park with Park District

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

- On-site inspection of existing conditions
- Summary of findings – photos, video, notes, etc.
- Any proposed design alternative(s) and considerations
- Life expectancy of the design alternative(s)
- Type, cost, frequency of preventative maintenance
- Report of existing conditions, conceptual plans and associated cost estimates, including estimated permit costs.
- Preliminary plans (50%), pre-final plans (90%), final engineering plans, specifications, cost estimates for the chosen option improvements, and permitting.
- 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

1.3 Scope and Schedule

1. *Topographic Survey*

A topographic survey of the project limits as defined on Exhibit A. There is an estimated 1,200 linear feet of roadway/right of way, approximately 1,200 sf on private property, and up to 7.6 acres on Park District Property. 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.
- 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 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 1/2 acre for additional topographic survey on private property*

4. *Project kick-off meeting*
Meet with staff to review concept design, project requirements, visit project location. Include one (1) meeting.
5. *Concept Plans*
Review the concept level plans provided by the Village:
 - Identify any concerns with the concept or recommended modifications.
 - Identify potential grant opportunities for implementation of the proposed plan.
 - Identify permits or agency approvals and estimated fees and submittal requirements.
 - Include one (1) meeting.
6. *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 the 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. Include one (1) meeting with Village staff and one (1) meeting with Village Staff and Park District Staff.
 - b. On-site (Hummer Park) Open House
Anticipate an on-site open house with the Park district. The Consultant shall provide plans, sketches, and renderings for the Open House. Anticipate one (1) additional meeting with the Village and Park District prior to the Open House. The Consultant will be present at the Open House.
 - c. 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')
 - SWPPP
 - Cross-Sections (every 50' and at other critical locations)
 - Landscape Plan / Streambank Stabilization 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), and the Village's boilerplate contract documents.
- f. *Permit Submittals* - Application for any required permits (i.e. USACOE, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work 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.
- g. 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.
- h. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on flash drive 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.
- 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, Project Deliverables, below.

7. *Final / As-Built FEQ model and LOMR submittal*

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 – **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 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 throughout the time in which proposals are due, 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:

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

Notice to proceed by February 18, 2025

Topographic Survey

- To be coordinated with schedule of final design below.

Engineering Plans/Specifications:

- Concept level plans due by April 1, 2025
Meet with Village staff to present/discuss the options
- One (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due by July 1, 2025
- One (1) electronic copy of 90% plan set, special provisions, and EOPC due by October 1, 2025
- One (1) electronic copy of 100% plan set, special provisions, and EOPC due by December 15, 2025
- Submit for applicable permits by December 30, 2025
- One (1) flash drive (or other delivery of electronic files) containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.
- Include seven (7) meetings and attendance at an on-site Open House.

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
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.)



PRIMARY CONTACT:

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



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PROPOSAL FOR:

Fairview at Hummer Park Box Culvert
 Replacement (Proposal No.: SW-104)

PREPARED FOR:

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

DUE:

January 22, 2025 at 11:00 AM



Project Approach

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the Fairview at Hummer Park Box Culvert Replacement Project. The proposal has been prepared in accordance with our previous work on the Phase I Hummer Park Engineering Study, the DuPage County St. Joseph Creek Watershed Plan and the 2013 Flood Response Analysis for the Village.

Project Understanding

The Village of Downers Grove experiences frequent roadway overtopping of Fairview Avenue at Hummer Park. Additional culverts downstream including Austin Street and Rogers Street are also undersized causing flooding in the area. These issues were identified and modeled in FEQ during the DuPage County St. Joseph Creek Watershed Plan recently completed by ERA. ERA then completed a more detailed analysis for Downers Grove that has identified the Fairview Avenue culvert replacement size combined with the necessary Hummer Park storage and additional park improvements to increase the level of flood protection from an approximate 5-year level to a 25-year level. The Village of Downers Grove would now like to complete design and permitting of these identified improvements for 2026 construction.

Scope of Services

The ERA team has detailed and relevant knowledge of the Fairview Culvert and Hummer Park watershed. We have been evaluating projects and completing modeling in the area as part of the 2013 flood response project, St. Joseph Creek Watershed Plan with DuPage County, and the Phase I engineering study of Hummer Park and the Fairview Culvert. Through this extensive experience we have identified challenges and strategies that will provide additional value to the Village.

- 1. Downers Grove Experience** – Hummer Park is owned by the Downers Grove Park District, therefore, site improvements will need their buy-in. The ERA team has a great relationship with both the Village and Park District. We routinely work with both agencies which will provide a consistent team approach to meet the goals of both agencies and promote buy-in.
- 2. Park District Experience** – We have vast municipal and park district experience. Not only does the ERA team have stormwater expertise, but we also have several engineers and environmental specialists that solely work on parks and forest preserve projects. We routinely partner with landscape architects and understand the nature and mission of park improvement projects.
- 3. FEQ Modeling** – A major challenge to the project is the regulatory FEQ model. The model is detailed and complex. ERA has been improving this model since the 2013 flood response project and has been the engineering firm updating the model through the DuPage County St. Joseph Watershed Plan and the initial conceptual findings for Hummer Park with Downers Grove. Our familiarity with the FEQ model will speed up design verification and will assist in acquiring a floodway permit from IDNR-OWR/DuPage County.
- 4. Financial Assistance** – This project site is partially known in the St. Joseph Creek Watershed Plan as Project 4. The purpose of Project 4 is to improve general conveyance in this area through the increase in culvert capacity. The Watershed Plan recommended a slightly different culvert opening at Fairview compared to the proposed concept, but the idea is the same. DuPage County should be contacted to see if County financial assistance or grant sponsorships are available.
- 5. Downstream Property Considerations** – It is our understanding that the Village of Downers Grove was considering the purchase of a property just downstream of Fairview on Austin. The team should consider additional improvements at this location if it is still on the table. Additional storage at this location can provide flood improvements for downstream areas.



Project Approach

- 6. Structural Considerations** - The overflow from Hummer Park to Fairview Avenue should be a hardened structure since it is in line with the low flow drainage structures. In addition, the area between the pond overflow and Fairview Avenue could use a structural solution due to potential turbulence and high velocity impacts in a short space.
- 7. Ice Skating Considerations** – ERA has coordinated with both the Park District and Village as part of the Phase I study work. Below are a few design considerations that the team will work out with the stakeholders as it pertains to ice skating potential.
 - a. What hydraulic features would be easy for the PD to use to block the flow of water to form the ice rink?
 - b. What kind of lighting would be needed for the skating rink area? Is the lighting from the parking area sufficient for the needs of evening skating? Or is no evening skating allowed?
 - c. Would moving the ice rink to the back of the property be considered? There are challenges with placing an ice rink in the heart of the deepest part of the embankment.
 - d. Pedestrian access down the slope into the rink. ADA accessible.

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

- 1. Meetings/Coordination/Open House** – This task includes meetings and coordination with Village staff and other stakeholders throughout the project duration. The project manager will provide project status updates of work completed, work anticipated and the budget status on the monthly invoice. The following meetings are anticipated for this project:
 - Kickoff meeting (1)
 - Conceptual plan meeting (1)
 - PS&E comment review meetings with the Village (2)
 - Site visit meeting with Village (1)
 - PS&E review meeting with Village and Park District (1)
 - Open House meeting with Village and Park District (1)
 - On-Site (Hummer Park) Open House (1)
- 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 the limits shown on Exhibit A of this RFP, approximately 1,200 LF of ROW, 7.6 acres of park district property and 1,200 SF of private property overlap. Relevant surface features will be surveyed horizontally and vertically. This includes above ground observed public and private utilities, fences, and established landscaping limits. Public utility structures will also be opened and pipe sizes, invert elevations, directions, and materials will be measured from the surface. JULIE marking and found property corners will also be referenced. The following items may be surveyed upon request by the Village.
 - a. Additional 100-feet of ROW survey
 - b. Additional ½ Acre of property topography
- 4. Plat of Vacation** – ERA will prepare a Plat of Vacation for Wilcox Avenue within in Hummer Park. This may include consolidating the properties so that Hummer Park becomes one property.
- 5. Tree Survey** – ERA will inventory 6” Diameter at Breast Height (DBH) or larger trees within the project area. Trees will be tagged and identified. The inventory is necessary to determine quantity to be

removed to accurately estimate cost for removal and mitigate the loss in environmental function resulting from their removal. The tree inventory will be drafted in AutoCAD and will be included in the final deliverables.

- 6. Wetland Delineation** – A wetland delineation will be performed to identify the limits of the regulatory wetlands and Waters of the U.S. within the project limits. Methods used for delineating wetland will be in accordance with the U.S. Army Corps of Engineers Wetlands Delineation Manual dated 1987 (USACE, 1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region dated September (USACE, 2008). Wetlands will be staked by pin flag and/or marking tape labeled “wetland delineation.”
- 7. 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 proposed improvements 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.
- 8. Base Plan Updates and Field Verification Visit** – Data from the data acquisition, topographic measurements, and utility coordination tasks will be downloaded and compiled into our AutoCAD based system to produce base plans of existing conditions. Discrepancies between utility atlases and survey or critical areas will be investigated further with the Field Visit review of the base plans. The field verification will include a visual inspection of storm structures such as manholes, catch basins, headwalls, etc.
- 9. Geotechnical Engineering** – It is assumed that soil borings, CCDD testing, and geotechnical engineering recommendations will be needed and will be completed under a separate contract.
- 10. Conceptual Design** – ERA will review our previously completed conceptual plans and identify additional flood protection ideas, design challenges, grant opportunities, potential DuPage County cost sharing, construction concerns, cost concerns, permit requirements and costs, etc. ERA will present results in a summary of findings that also include photos of our on-site inspection of existing conditions, additional design considerations for the recommended alternative, life expectancy of the design alternative, maintenance recommendations, and an update to the engineer’s estimate of construction cost.
- 11. 50% (Preliminary) Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of a full plan set for the Fairview culvert replacement, storage improvements, Hummer Park parking lot and entrance improvements, streambank stabilization and native landscaping with preliminary cost estimates and a list of anticipated specifications/special provisions as described in sections 1.2 and 1.3 in the RFP. ERA will conduct a Plan-In-Hand site visit to walk the site with Village staff and discuss the 50% design and project challenges. This is included as one of the PS&E meetings. A Utility Conflict Exhibit, which highlights the locations where proposed improvements may conflict with existing utility infrastructure, will be included for review during the site visit. It is anticipated that plans will include the following sheets:
 - a. Cover Sheet
 - b. General Notes Sheet
 - c. Summary of Quantities and Earthwork Schedule
 - d. Alignment, Ties and Benchmarks
 - e. Structural Plans for Culvert
 - f. Parking Lot Plans
 - g. Stabilization Plans
 - h. Grading Plans
 - i. ROW Cross-Sections
 - j. Native Planting Plans
 - k. Sediment and Erosion Control Plans

- l.** SWPPP
- m.** Park Amenity Details
- n.** Typical Sections and Construction Details

12. Permitting – ERA will assist the Village in the preparation of the permit application(s). The regulatory stakeholders involved with the management of stormwater through the project limits will be contacted. This task will include permit coordination with the jurisdictional authorities, responding to their review comments, and phone call/email/letter follow up efforts to ensure permits submittals are adequately moving through their system. Permits anticipated for this project include:

- a.** *Downers Grove Stormwater Approval* – ERA will prepare a tabular stormwater report that demonstrates adherence to the DuPage County stormwater ordinance. The Village will be responsible for review and approval of all stormwater aspects except for work in the floodway.
- b.** *DuPage County Approval* – ERA will request IDNR-OWR to delegate review authority for floodway disturbance to DuPage County. ERA will submit the tabular stormwater submittal to the County for floodway review and approval.
- c.** *IEPA Construction Site Runoff (ILR10)* – ERA will provide the SWPPP; the Village will complete and submit the NOI per its NPDES ILR40 MS4 permit.
- d.** *IDNR Threatened and Endangered Species signoff* – ERA will complete the application for T&ES signoff through EcoCAT.
- e.** *Illinois Historical Preservation Agency approval* – ERA will prepare the IHPA consultation (this assumes that a Phase I archaeological report is not necessary).
- f.** *Army Corps* – ERA will provide one set of the 95% and final PS&E documents and the tabular submittal described in task 5.6. North Cook Soil and Water Conservation District – ERA will provide two sets of the 95% and final PS&E documents.
- g.** *Kane/DuPage SWCD*
- h.** *EPA 404 Permit* - ERA will submit one copy of the 95% and final PS&E documents.

13. Landscape Architect Review/Recommendations/Site Design Assistance – This task includes consultation with our Landscape Architect and the Downers Grove Park District to ensure that the proposed improvements maintain a park-like setting. This task includes review of the proposed engineering to make suggestions to help keep the feeling of the existing park. Site design assistance will include strategies and recommendations to potentially bring ice skating back to the site.

14. Ninety percent (Pre-Final) Plans, Specifications and Estimates (PS&E) – This task includes the preparation of a pre-final plan set for the anticipated improvements, along with the developed special provisions and specifications. The submittal will include modifications from the utility companies' comments made in 50% submittal. A utility matrix showing the conflicts identified with each utility and the resolution. Specifications will be prepared in IDOT standard format. Bid documents and unit price bid item quantities will be included. An updated engineer's opinion of probable construction costs will be prepared and submitted.

15. FEQ Analysis – ERA will update our FEQ modeling completed for the recommended alternative from the Hummer Park Phase 1 alternatives analysis to make sure the proposed design continues to meet the level of service goals and continues to be permittable. This analysis will be revised at the preliminary, pre-final, and final stages of design.

16. QC, Value Engineering and Constructability Review – ERA will perform an internal quality control review of the PS&E submittals. This internal review will be completed by our senior engineer in our construction department. We will review items such as quantity calculations, specifications, and utility conflicts. In addition, a senior member of our construction staff will review the submittals to review for feasibility of construction. A value engineering review will be conducted to identify cost saving measures prior to developing the pre-Final plans.

17. 100% (Final) Plans, Specifications and Estimates (PS&E) – Upon receipt of pre-final PS&E review comments from the Village and permitting agencies, ERA will prepare a complete set of Final PS&E to accommodate bidding and construction of the proposed improvements. The following are anticipated deliverables for Final PS&E.

- AutoCAD & PDF files to Village.

18. 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.

19. LOMR Submittal - ERA will complete the as-built FEQ model and prepare the MT-2 application forms and submit online a Letter of Map Change for the project limits. The permit fee will be paid by the Client. The following are anticipated MT-2 supporting documentation that will be completed.

- a. Project Narrative and summary of results
- b. Topographic Work Map with GIS shapefiles deliverable
- c. Annotated FIRM with GIS shapefiles deliverable
- d. Annotated Flood Insurance Profile
- e. Community Concurrence – coordination with the Village of Downers Grove to sign off on the revision of the floodway.
- f. Public Notice announcement – ERA will assist in preparing the public notice required by FEMA.

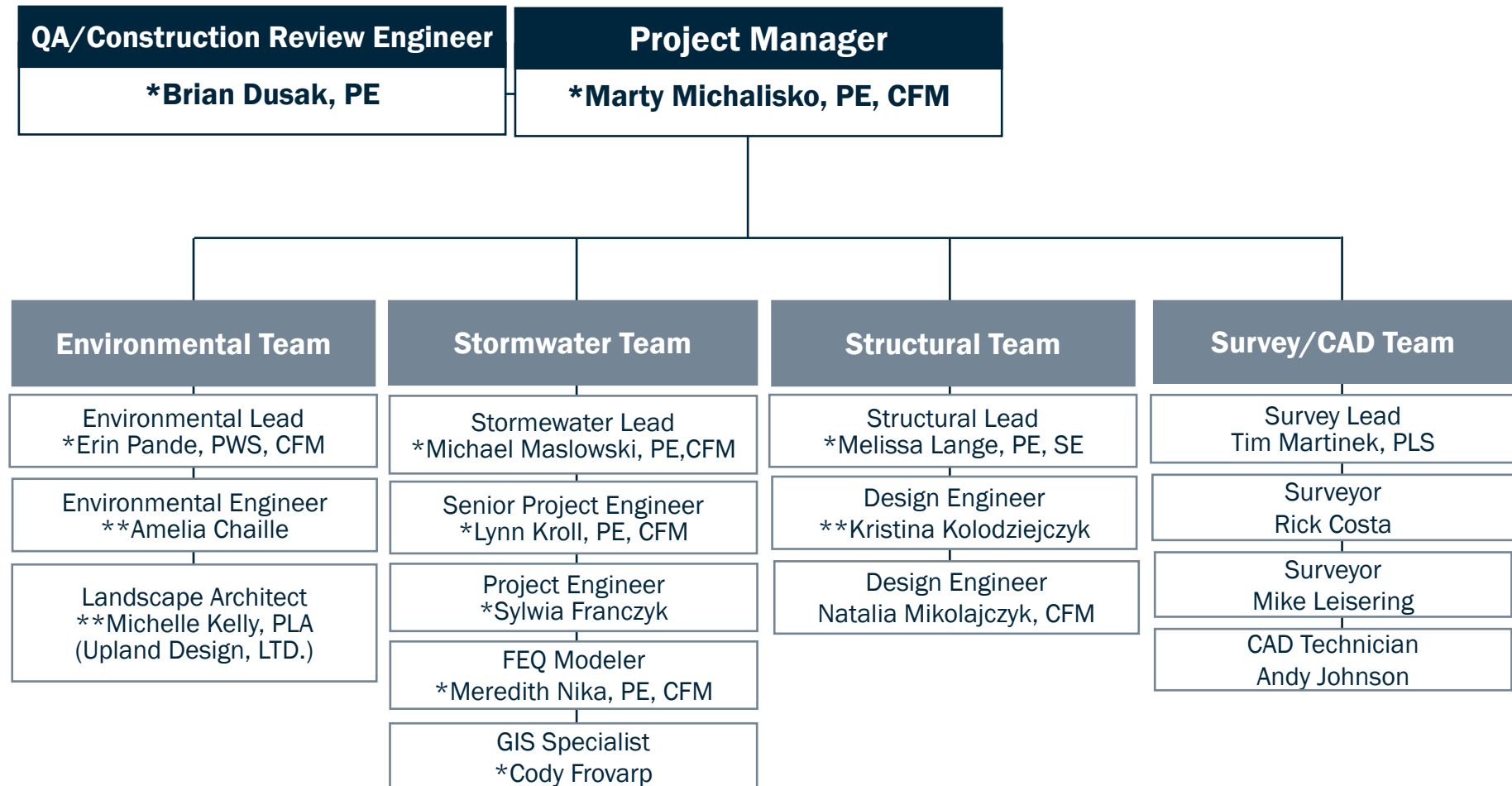
Project Schedule

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

1. Notice to Proceed, February 18, 2025
2. Kickoff Meeting, by February 25, 2025
3. Topo Survey, completed by March 25, 2025 (assuming no significant snow cover)
4. Conceptual Plan Update and Meeting, by April 1, 2025
5. Complete Tree Survey and Wetland Delineation, by May 1, 2025
6. Preliminary Plans and Estimates (50%), by July 1, 2025
7. Initial Permit Submittals, by July 1, 2025
8. Receive First Round of Permit Comments, by September 1, 2025
9. Ninety percent Plans, Specifications, Estimates (90%), by October 1, 2025
10. Resubmit Permits, by October 15, 2025
11. 100% Plans, Specifications, Estimates (100%) by December 15, 2025
12. Bidding, by January 2026
13. Construction, April–September 2026
14. As-built FEQ Model and LOMR Submittal, by October 2026



Organizational Chart



* - Resume Included in Stormwater Management SOQ

** - Resume included in this proposal



Kristina Kolodziejczyk
Design Engineer

Project Experience:

Bliss Road Culvert Replacement over Lake Run, Kane County Division of Transportation - Project Engineer and Structural Engineer for Phase I and Phase II engineering for locally funded replacement of the restrictive culvert on Bliss Road servicing Lake Run. The existing, single cell culvert was replaced with dual, precast concrete boxes with cast-in-place horizontal wingwalls utilizing staged construction and a detour for southbound traffic. Kristina was responsible for the structural design, and she facilitated extensive utility coordination with KDOT and ComEd to relocate a duct in conflict with the proposed structure. Additionally, she assembled the Environmental Survey Request (ESR), stormwater report, Project Development Report Addendum and Phase II construction documents for the state advertised and County let project.

Moraine Hills State Park Water Control Structures, Capital Development Board - Project Engineer and Structural Engineer for replacement of six water control structures controlling the elevation of Defiance Lake and conveying it under S. River Road. Kristina facilitated multi-agency coordination between the McHenry County DOT, IDNR, CDB and permitting agency staff. She prepared the Program Analysis submittal discussing three potential replacement alternatives including a prefabricated pedestrian bridge with a permanent sheet pile retaining wall, a single, precast box culvert and junction chamber, and a dual, precast concrete box culvert and cast-in-place junction chamber with multi-use path restoration. Additionally, she prepared the Design Development submittal for the preferred alternative – a dual, precast concrete box culvert and cast-in-place junction chamber utilizing permanent sheet pile wall with concrete facing and stop logs to control flow into the box culverts. This submittal also analyzed various ground improvement solutions to improve soils to support the new structure and roadway, and involved close coordination with several geotechnical experts.

Business Park Railroad over Willow Creek, Village of Elk Grove Village - Project Engineer and Structural Engineer for the locally funded replacement of the 72" ϕ CMP culverts with triple, precast concrete boxes with precast end sections under a business railroad. During Phase I, Kristina prepared a Type, Size & Location (TS&L) drawing per the IDOT Culvert Manual, and structural calculations demonstrating the culvert was designed to support AREMA's E-90 Cooper Loading with low fill heights. Phase II engineering included contract documents for the structure replacement using only a 4-day railroad closure per the AREMA shut-down requirements, storm sewer and sanitary sewer replacements, and segmental concrete block retaining walls to support the adjacent parking lots. She also led coordination efforts with permitting agencies, various utility companies, and the adjacent commercial property owners for construction access and site restoration.

Sycamore Golf Course Culvert Replacements, Sycamore Park District - Project Engineer and Structural Engineer for the Phase I and II engineering for the design of two culverts located along the west tributary to the South Branch Kishwaukee River. She prepared construction documents for the replacement of the deteriorated bridges with single cell, precast concrete box culverts with precast end sections, golf cart path construction and minor private utility improvements. Kristina also organized the permits submittals for the City of Sycamore, USACE and IDNR-OWR. Additionally, she provided Phase III services including bid assistance, contract preparation, shop drawing reviews and approved the contractor payment requests.



Education/Certifications:

- Education/Registration
Bachelor of Science
Civil Engineering Structures,
Mechanical, Material Focus
University of Iowa – 2015
- IDOT-FHWA Fundamental of Traffic
- FHWA-NHI HWY Traffic Noise
- FHWA-NHI Traffic Noise 2.5 Modeling
- FHWA-NHI Hwy Traffic Noise
- FHWA-NHI Bridge Inspection Safety
- FHWA-NHI Superstructure Design
- Module I: Fundamentals of SWP & ESC
- Module II: ESC Planning & Design
- BLRS - IDOT Phase 1, Certificate No. 4991733

Areas of Expertise:

- Phase I and II engineering and preparation of plans, specifications
- Permitting process of federal, state and local permitting agencies
- Feasibility studies
- Flood and drainage Studies
- CAD program, Microstation
- GIS - ARCMAP
- XPSWMM modeling
- FHWA-NHI Noise 2.5 Modeling

Years of Experience:

- 10 years, 10 with ERA



Amelia Chaille Design Engineer

Project Experience:

Fox River Stabilization Project, Batavia, IL – Design Engineer and for preliminary and final engineering design services for the Fox River Bank Restoration and Stabilization Project, Segments 2, 4, and 6. Amelia's role included preparing plans, specifications, and construction cost estimates. She completed the plans through detailed coordination with the City of Batavia. She applied for permits from the USACE, IDNR-OWR, City of Batavia, and Kane-DuPage SWCD.

West Branch DuPage River Bank Stabilization Project, Naperville Park District, Naperville, IL - Design Engineer for stabilization of the West Branch DuPage River adjacent to the riverwalk path. The project length is approximately 1850 linear feet. Amelia prepared plans, specifications, cost estimate, and permitting for this project. Permits required included: USACE, IDNR-OWR, DuPage County Stormwater, Kane-DuPage SWCD.

Play for All Sensory Garden Age 5-12 Playground, Wheaton Park District, IL - Design Engineer for the new construction of the Age 5-12 playground and associated site work for the Play For All Sensory Garden Playground. The Wheaton Park District in conjunction with the Kiwanis Club of Wheaton, Western DuPage Special Recreation Association and the Forest Preserve District of DuPage County selected ERA to develop a playground specifically intended to be universally accessible. Amelia prepared site development plans and stormwater management reports for the project.

Constitution Park Renovation, Downers Grove Park District, IL - Design Engineer for a 4.2-acre park located in downtown Downers Grove that includes a small playground, open lawn space, and the Park District's Lincoln Community Center. The project includes relocating and replacing the existing playground with new wheelchair accessible play equipment and surfacing; installing a new picnic shelter at the south end of the site; and installing new pathways to provide a walking loop and a connection to the adjacent neighborhoods south of the park.

Tennis and Pickleball Courts Project, Farmington Bath and Tennis Club, Kildeer, IL - Design Engineer for for the Tennis and Pickleball Courts Project at the Farmington Bath & Tennis Club. Improvements include reconstruction of the existing two hard tennis courts, installation of two to three pickleball courts, drainage improvements, and landscaping screening along the south property line. ERA is assisting with pickleball court layout plans, grading and drainage plans, erosion control plans, and landscaping plans, along with associated notes and details. Wetland mitigation design and permitting is also being provided.



Education/Certifications:

- Bachelor of Science
Environmental & Ecological
Engineering Purdue University -
2021

Areas of Expertise:

- Technology Experience: AutoCAD
Civil 3D, StreamStats, WinTR-20
- Stormwater Reports
- Compensatory storage for
floodplain and floodprone areas,
wetland/buffer impact and
mitigation plans

Years of Experience:

- 3 years, 3 with ERA

Professional Experience:

- Engineering Resource Associates
Project Engineer (2021-present)



Michelle A. Kelly

Principal Landscape Architect

Registered Landscape Architect

Illinois # 157-001002, Michigan # 3901001226

Iowa # 00699 Indiana # LA21230027

Certified Playground Safety Inspector, since 1995

LEED Green Associate

Education: Bachelor of Landscape Architecture with High Honors
University of Illinois at Urbana-Champaign, 1992



Professional Activities:

American Society of Landscape Architects, Member
Lambda Alpha International, Ely Chapter, Member

Midwest Institute of Park Executives, Member
National Park and Recreation Association

Experience: Michelle has been designing parks and playgrounds for the past 26 years. From public meetings through design development and construction observation, she succeeds in creating great outdoor parks and recreation spaces. Her professional work includes landscape planning for park district and municipal sites, to design of dynamic playgrounds, sports fields, natural areas, and community centers. She has led communities through numerous renovations with a commitment to sustainable design, efficiency and the communities interests at heart. Michelle established Upland Design in 1998. Prior to then she worked for the Elmhurst Park District and the City of Evanston.

Project List: Below are projects Michelle has led:

- Northern Illinois University Outdoor Recreation Sports Complex: DeKalb, Illinois
Baseball & Softball Fields, Multi-Use Artificial Turf field, Restroom & Entry Building - \$6.8 Million
- Senka Baseball Field Renovation: Chicago Park District
Artificial Turf Baseball Field, Fencing and Backstop, Accessible Paths, Drinking Fountain \$1.7 Million
- Stars and Stripes Baseball Field Renovation: Chicago Park District
Artificial Turf Baseball Infield, Fencing, ADA Improvements - \$250,000
- Lincoln Park and Foster Avenue Fields: Chicago Park District
Artificial Turf Replacement, Soccer/Football Goals-\$982,000
- McKinley Park Field: Chicago Park District
Artificial Turf Replacement, Soccer Goals-\$397,000
- West Chatham Field: Chicago Park District
Artificial Turf Installation, Fencing, Backstop, Soccer/Football Goals, Bleachers, Benches - \$2.1 million
- Wolf's Crossing Community Park: Naperville Park District
Multi-Use Fields/Fitness Course Artificial Turf Installation, Fencing, Splash Pad, Multiple Amenities \$8 million
- Montrose Park : Chicago Park District
Artificial Turf Renovation, ADA Walks/Team Areas/Bleachers, Soccer/Football Goals-\$511,000
- East Street Park Artificial Turf Installation: Winfield Park District
Artificial Turf Installation, Fencing, Bleachers, Benches-\$309,000

EXHIBIT F-1**COST ESTIMATE FOR CONSULTANT SERVICES**

ROUTE: _____
 PROJECT: Fairview at Hummer Park Box Culvert
 Replacement
 SECTION: _____
 COUNTY: Downers Grove
 JOB NO.: _____

CONSULTANT: Engineering Resource Associates, Inc.DATE: 01/22/2025OVERHEAD 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/Coordination/Open House	36	\$6,840.00	-		-		\$6,840.00	4.06%
2 Data Acquisition/Review	8	\$880.00			-		\$880.00	0.52%
3 Topographic Survey*	70	\$8,140.00	-		-		\$8,140.00	4.83%
4 Plat of Vacation	26	\$3,940.00	-		-		\$3,940.00	2.34%
5 Tree Survey	28	\$3,320.00	-		-		\$3,320.00	1.97%
6 Wetland Delineation	28	\$3,320.00	\$0.00		-		\$3,320.00	1.97%
7 Utility Coordination	13	\$1,530.00	-		-		\$1,530.00	0.91%
8 Base Plan Updates and Field Verification Visit	42	\$5,940.00	-		-		\$5,940.00	3.52%
9 Geotechnical Engineering (Under Separate Contract)	0	\$0.00	-		-		\$0.00	0.00%
10 Conceptual Design	33	\$4,370.00	-				\$4,370.00	2.59%
11 50% PS&E	256	\$37,060.00	-				\$37,060.00	21.98%
12 Permitting	112	\$14,560.00	-				\$14,560.00	8.63%
13 Landscape Architect Review/Recommendations/Site Design Assistance	0	\$0.00	-			\$5,000.00	\$5,000.00	2.97%
14 90% PS&E	200	\$28,800.00	-				\$28,800.00	17.08%
15 FEQ Analysis	84	\$12,840.00	-				\$12,840.00	7.61%
16 QC/Value Engineering & Constructibility Review	20	\$3,000.00					\$3,000.00	1.78%
17 100% PS&E	106	\$15,020.00					\$15,020.00	8.91%
18 Bidding/Construction Assistance	20	\$2,620.00					\$2,620.00	1.55%
19 LOMR Submittal	88	\$11,440.00					\$11,440.00	6.78%
10% Contingency							\$16,862.00	10.00%
Printing and Mileage								
TOTALS	1170	\$163,620.00	-	\$0.00	-	\$5,000.00	\$185,482.00	110.00%

* Additional 100-Feet of ROW Survey - \$350

* Additional 1/2 Acre of Private Property Survey - \$650

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Fairview at Hummer Park Box Culvert ReplacementDATE: 01/22/2025

SECTION: _____

COUNTY: Downers Grove

JOB NO.: _____

SHEET 1 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Meetings/Coordination/Op en House			Data Acquisition/Review			Topographic Survey*			Plat of Vacation		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$210.00	24	66.7%	\$140.00				2	2.9%	\$6.00	2	7.7%	\$16.15
SENIOR PROJECT ENGINEER	\$170.00												
STRUCTURAL ENGINEER	\$200.00												
PROJECT ENGINEER	\$150.00	12	33.3%	\$50.00									
DESIGN ENGINEER	\$110.00												
ENVIRONMENTAL DIRECTOR	\$170.00												
SENIOR CAD TECHNICIAN	\$135.00										16	61.5%	\$83.08
CAD/GIS TECHNICIAN	\$110.00				8	100.0%	\$110.00						
PROFESSIONAL LAND SURVEYOR	\$170.00							4	5.7%	\$9.71	8	30.8%	\$52.31
SURVEYOR	\$110.00							64	91.4%	\$100.57			
TOTALS		36	100.0%	\$190.00	8	100.0%	\$110.00	70	100.0%	\$116.29	26	100.0%	\$151.54

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Fairview at Hummer Park Box Culvert ReplacementDATE: 01/22/2025

SECTION: _____

COUNTY: Downers Grove

JOB NO.: _____

SHEET 2 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Tree Survey			Wetland Delineation			Utility Coordination			Base Plan Updates and Field Verification Visit		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$210.00							1	7.7%	\$16.15	2	4.8%	\$10.00
SENIOR PROJECT ENGINEER	\$170.00												
STRUCTURAL ENGINEER	\$200.00												
PROJECT ENGINEER	\$150.00										8	19.0%	\$28.57
DESIGN ENGINEER	\$110.00	24	85.7%	\$94.29	24	85.7%	\$94.29	12	92.3%	\$101.54			
ENVIRONMENTAL DIRECTOR	\$170.00	4	14.3%	\$24.29	4	14.3%	\$24.29						
SENIOR CAD TECHNICIAN	\$135.00										32	76.2%	\$102.86
CAD/GIS TECHNICIAN	\$110.00												
PROFESSIONAL LAND SURVEYOR	\$170.00												
SURVEYOR	\$110.00												
TOTALS		28	100.0%	\$118.57	28	100.0%	\$118.57	13	100.0%	\$117.69	42	100.0%	\$141.43

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Fairview at Hummer Park Box Culvert ReplacementDATE: 01/22/2025

SECTION: _____

COUNTY: Downers Grove

JOB NO.: _____

SHEET 3 OF 3

80

PAYROLL CLASSIFICATION	HOURLY RATE	Geotechnical Engineering (Under Separate Contract)			Conceptual Design			50% PS&E			Permitting		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$210.00				1	3.0%	\$6.36	8	3.1%	\$6.56	4	3.6%	\$7.50
SENIOR PROJECT ENGINEER	\$170.00												
STRUCTURAL ENGINEER	\$200.00							24	9.4%	\$18.75			
PROJECT ENGINEER	\$150.00				16	48.5%	\$72.73	50	19.5%	\$29.30	40	35.7%	\$53.57
DESIGN ENGINEER	\$110.00				16	48.5%	\$53.33	50	19.5%	\$21.48	64	57.1%	\$62.86
ENVIRONMENTAL DIRECTOR	\$170.00							24	9.4%	\$15.94	4	3.6%	\$6.07
SENIOR CAD TECHNICIAN	\$135.00							100	39.1%	\$52.73			
CAD/GIS TECHNICIAN	\$110.00												
PROFESSIONAL LAND SURVEYOR	\$170.00												
SURVEYOR	\$110.00												
TOTALS		0	0.0%	\$0.00	33	100.0%	\$132.42	256	100.0%	\$144.77	112	100.0%	\$130.00

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Fairview at Hummer Park Box Culvert ReplacementDATE: 01/22/2025

SECTION: _____

COUNTY: Downers Grove

JOB NO.: _____

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Landscape Architect Review/Recommendations/			90% PS&E			FEQ Analysis			QC/Value Engineering & Constructibility Review		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	220.00												
PROJECT MANAGER	210.00				8	4.0%	\$8.40	4	4.8%	\$10.00			
SENIOR PROJECT ENGINEER	170.00												
STRUCTURAL ENGINEER	200.00				16	8.0%	\$16.00						
PROJECT ENGINEER	150.00				40	20.0%	\$30.00	80	95.2%	\$142.86	20	100.0%	\$150.00
DESIGN ENGINEER	110.00				40	20.0%	\$22.00						
ENVIRONMENTAL DIRECTOR	170.00				16	8.0%	\$13.60						
SENIOR CAD TECHNICIAN	135.00				80	40.0%	\$54.00						
CAD/GIS TECHNICIAN	110.00												
PROFESSIONAL LAND SURVEYOR	170.00												
SURVEYOR	110.00												
TOTALS		0	0.0%	\$0.00	200	100.0%	\$144.00	84	100.0%	\$152.86	20	100.0%	\$150.00

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Fairview at Hummer Park Box Culvert ReplacementDATE: 01/22/2025

SECTION: _____

COUNTY: Downers Grove

JOB NO.: _____

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	100% PS&E			Bidding/Construction Assistance			LOMR Submittal					
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$210.00	2	1.9%	\$3.96				8	9.1%	\$19.09			
SENIOR PROJECT ENGINEER	\$170.00												
STRUCTURAL ENGINEER	\$200.00	8	7.5%	\$15.09									
PROJECT ENGINEER	\$150.00	24	22.6%	\$33.96	8	40.0%	\$60.00	24	27.3%	\$40.91			
DESIGN ENGINEER	\$110.00	24	22.6%	\$24.91	8	40.0%	\$44.00	40	45.5%	\$50.00			
ENVIRONMENTAL DIRECTOR	\$170.00	8	7.5%	\$12.83									
SENIOR CAD TECHNICIAN	\$135.00	40	37.7%	\$50.94	4	20.0%	\$27.00						
CAD/GIS TECHNICIAN	\$110.00							16	18.2%	\$20.00			
PROFESSIONAL LAND SURVEYOR	\$170.00												
SURVEYOR	\$110.00												
TOTALS		106	100.0%	\$141.70	20	100.0%	\$131.00	88	100.0%	\$130.00	0	0.0%	\$0.00

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Engineering Resource Associates, Inc.

Company Name

3s701 West Ave, Suite 150

Street Address of Company

Warrenville, IL 60555

City, State, Zip

630-393-3060

Business Phone

630-393-2152

Fax

Date: 1/21/2025

mmichalisko@eraconsultants.com

Email Address

Marty Michalisko

Contact Name (Print)

630-918-0273

13-Hour Telephone

Signature of Officer, Partner or
Sole Proprietor

Principal/Project Manager

Print Name & Title

ATTEST: If a Corporation

 John Mayer, PE, CFM

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: Engineering Resource Associates, Inc.

ADDRESS: 3s701 West Ave, Suite 150

CITY: Warrenville

STATE: IL

ZIP: 60555

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

TAX ID #(TIN): 36-3676466

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

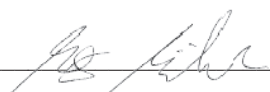
ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

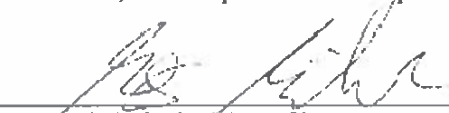
- | | |
|----------------------|--|
| Individual | Limited Liability Company – Member-Managed |
| Sole Proprietor | Limited Liability Company- Manager-Managed |
| Partnership | Medical |
| Corporation | |
| Charitable/Nonprofit | Government Agency |

SIGNATURE:  **DATE:** 1/21/2025

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Fairview at Hummer Park, Proposer Engineering Resource hereby certifies
Box Culvert Replacement, (Name of Project) Associates, Inc. (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.

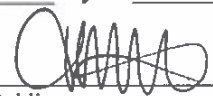
BY: 
Proposer's Authorized Agent Signature

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

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 21 day of January, 2025.


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 10 days of the award of the contract? YES NO (circle one)

Insurer's Name Audrey McNeill

Agent Holmes Murphy and Associates

Street Address 311 SW Water Street, Suite 211

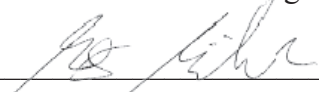
City, State, Zip Code Peoria, IL

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, PE, CFM

Signature: 

Date: 01/21/2025

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.

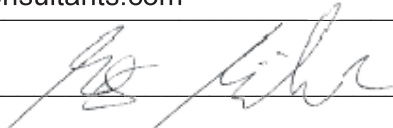
Company Name: Engineering Resource Associates, Inc.

Address: 3s701 West Ave, Suite 150

City: Warrenville 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/Project Manager

Date: 01/21/2025

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.

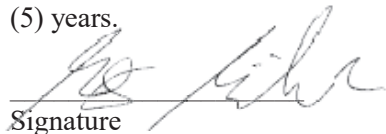
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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