



MANAGER'S MEMO ITEM

**NEXT
ITEM**

ITEM: Ogden Avenue Sidewalk and Curb Cut Reduction Plan, Project S-005
WORKSHOP DATE: May 10, 2005
PREPARED BY: David H. Barber, P.E., Director of Public Works
Michael D. Millette, P.E., Assistant Director of Public Works – Eng.
PROPOSAL AMOUNT: \$222,417 **ACCOUNT:** 110.341.0000.5802
BUDGET AMOUNT: \$170,000 220.341.0000.5802

PURPOSE: To authorize the execution of a contract with Burns & McDonnell, Inc. in the amount of \$222,417 to design the Ogden Avenue Sidewalk Plan.

BACKGROUND:

The Village has received Congestion Mitigation and Air Quality (CMAQ) funds to consolidate curb cuts along Ogden Avenue throughout its length within the Village. We have also secured funding through the Surface Transportation Program (STP) administered by the DuPage Mayors and Managers Conference to complete sidewalks on both sides of Ogden. IDOT has combined both projects into one.

In November 2004, Staff solicited proposals from 25 engineering firms to provide preliminary design and final engineering plans for the above referenced project. The firms were selected from the qualifications on file with the Department. Firms who indicated an expertise in sidewalk design and familiarity with IDOT land acquisition policies and procedures were sent invitations to propose.

In general, this work will consist of surveying the entire right-of-way, developing a proposed sidewalk alignment, investigating curb cut consolidations and closures, facilitating public hearing(s), co-ordination and review by IDOT, preparation of plats and legal descriptions of property and easement acquisitions, and development of plans and specifications for bidding.

Sixteen companies responded. Their submittals were reviewed and ranked on the following criteria: Capability and Similar Project Experience; Proposed Staff; Responsiveness to RFP requirements; Distribution of Work Effort; and Familiarity with Downers Grove. The results are as follows:

Firm Name	Composite Score	Firm Name	Composite Score
Burns & McDonnell	9.30	K-Plus Engineering	8.06
Civiltech Engineering	9.16	Bollinger, Lach & Associates	7.92
Engineering Resource Associates	8.94	Christopher B. Burke Engineering	7.87
Clark Dietz	8.65	Graef, Anhalt, Schloemer & Assoc.	7.82
V3 Infrastructure Services	8.32	Ciorba Group	7.63
Intech Consultants	8.18	Engineering Enterprises	7.60
Strand Associates	8.13	Crawford, Murphy & Tilly	7.51
Pavia-Marting & Co.	8.09	American Consulting Engineers, LLC	7.18

Based upon these results, Burns & McDonnell was determined to be the most qualified respondent. The largest single factor to note is that they completed the Ogden Avenue sidewalk plans for both Westmont and Lisle (with the associated right-of-way acquisition efforts in

Westmont). Staff met with Burns & McDonnell on April 7th and agreed with the scope and fee as originally proposed.

REFERENCE CHECKS:

Staff checked references with the following four communities:

- Clarendon Hills
- Westmont
- Palatine
- Lisle

Each reference provided favorable opinions of Burns & McDonnell.

BUDGET IMPLICATIONS:

PROP. AMOUNT: \$222,417	ACCOUNT: 110.341.0000.5802
BUDGET AMOUNT: \$110,000 (FY05-06)	220.341.0000.5802

This work will proceed over two fiscal years due to the extensive review by IDOT and right-of-way procurement process. The FY05-06 budget includes \$35,000 in the Ogden TIF Fund (110.341.0000.5802) and \$75,000 in the Capital Fund. The Capital Improvement plan lists \$460,000 in FY06-07 for all costs associated with property acquisition. This figure should be reviewed when a more accurate split between plats and legal descriptions (included in this proposal) and the actual cost for easements is determined. This split will be more clear after the project report is developed this fall.

A review of the proposed costs of the top three firms confirms that the value the Village will receive from Burns & McDonnell is the best. Indeed, their raw dollar proposal is the lowest of the three (the others were: \$246,169 and \$400,286) and third lowest amongst all respondents. Staff feels that their proposed work effort lists the correct number of hours in which to complete the work.

ATTACHMENTS:

Contract.

STAFF RECOMMENDATION:

Staff recommends authorization and execution of a contract with Burns & McDonnell of Downers Grove for the Ogden Avenue Sidewalk Plan in the amount of \$222,417.

REQUESTED COURSE OF ACTION:

Place this agreement on the May 17, 2005 agenda.



Submitted by:

Firm: Burns & McDonnell
Street Address: 2601 S. 22nd Street
City State Zip: Oak Brook, IL 60523
Phone No./FAX No. PH: (630) 990-0300
Fax: (630) 990-0301

REQUEST FOR QUALIFICATIONS AND PROPOSAL

OGDEN AVENUE SIDEWALK PLAN

*Village of Downers Grove
Public Works Department*

Project # 04-04

November 2004

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and 2 copies of their proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals until Friday, December 10, 2004 at 2:00 PM.
- 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, Public Works Department, 5101 Walnut Avenue, ATTN: Mr. Michael D. Millette, PE, Assistant Director of Public Works - Engineering in an enclosed envelope marked "QUALIFICATIONS AND PROPOSAL – OGDEN AVENUE SIDEWALK PLAN – PROJECT # 04-04".
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, telegraph, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential bidder.

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.
- 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, if any, shall be made by the Village in a written addendum.
- 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, 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 telegram or letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone 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 telegram or letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of sixty (60) calendar days from the date set for the proposal opening, unless otherwise specified.

4. DELIVERY

- 4.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

5. TAX EXEMPTION

- 5.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number is 36-6005857.

6. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

7. VILLAGE ORDINANCES

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

8. USE OF VILLAGE'S NAME

- 8.1 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.

9. SPECIAL HANDLING

- 9.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 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, (including any liability under the Illinois Structural Work Act, known as the Scaffolding Act), 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, 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 willful and negligent acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 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 he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code

Annotated and Executive Orders #11246 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.

12. EQUAL EMPLOYMENT OPPORTUNITY

12.1 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:

- (a) 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 handicap unrelated to ability, 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; and
- (b) 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; and
- (c) 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 handicap unrelated to ability, or an unfavorable discharge from military services; and
- (d) 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 there under; and
- (e) 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; and

- (f) 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; and
- (g) 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 subdivision or municipal corporations. (Filed February 6, 1981, Effective February 9, 1981.)

12.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

13. DRUG FREE WORK PLACE

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

- (a) 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; and
- (b) Establishing a drug free awareness program to inform employee's 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; and
- (c) Providing a copy of the statement required by subparagraph (a) to each employee

engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace; and

- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph (a) above from an employee or otherwise receiving actual notice of such conviction; and
- (e) 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; and
- (f) 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; and
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PREVAILING WAGE ACT

- 14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

15. INSURANCE REQUIREMENTS

- 15.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit

	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to 15.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 15.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 15.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 15.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 15.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 15.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 15.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do

business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.

- 15.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 15.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 15.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.11 Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes, substantially, subject to standard policy terms and conditions.

INSURER'S NAME Liberty Mutual Insurance Company

AGENT Matt Kopmeyer, Account Representative

Street Address 6800 College Blvd., Suite 700

City, State, Zip Code Overland Park, KS 66211

Telephone Number 913-681-1700

16. COPYRIGHT/PATENT INFRINGEMENT

16.1 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.

17. SUBLETTING OF CONTRACT

17.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Purchasing Manager. In no case shall such consent relieve the Awarded Proposer from his obligation or change the terms of the contract.

18. TERM OF CONTRACT

18.1 The contract may be extended yearly by mutual agreement of both parties, providing such agreement shall be made in writing and agreed upon by both parties and providing a price increase does not exceed two (2%) percent.

19. TERMINATION OF CONTRACT

19.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, in the event that sufficient funds to complete the contract are not appropriated by the Village.

19.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

20. DELIVERIES

20.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

21. BILLING & PAYMENT PROCEDURES

21.1 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's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 30 ILCS 540/3-2, 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.

21.2 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 30 ILCS 540/3-3. The notice shall identify the defect and any additional information necessary to correct the defect.

21.3 Please send all invoices to the attention of the Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515 ATTN: Mr. Mike Millette, P.E., Assistant Director of Public Works – Engineering.

22. COMPLIANCE WITH OSHA STANDARDS

22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

23.1 The Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

24.1 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.

25. STANDARD OF CARE

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

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 Agreement, or in any report, opinions, and documents or otherwise.

25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the 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.

25.3 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.

26. GOVERNING LAW

26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois Venue is proper only in the County of DuPage and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

27.1 The terms of this Agreement 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 Agreement 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 Sub-Proposers.

28. WAIVER OF CONTRACT BREACH

28.1 The waiver by one party of any breach of this Agreement 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 Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

29.1 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.

30. SEVERABILITY OF INVALID PROVISIONS

30.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, 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.

31. NOTICE

- 31.1 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 designated representatives of both parties as follows:

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

Stephen Linnemann
****Name of Contact****
Burns & McDonnell
****Name of Firm/Business****
2601 W. 22nd Street
****Street Address****
Oak Brook, IL 60523
****City, State, Zip****

VILLAGE OF DOWNERS GROVE
OGDEN AVENUE SIDEWALK PLAN

Project # 04-04

III. DETAILED SPECIFICATIONS

1. BACKGROUND

The Village of Downers Grove has received funding guarantees from the STP and CMAQ programs to construct sidewalk and reduce curb cuts along Ogden Avenue (US34) throughout its length.

Ogden Avenue is a major regional arterial road which bisects the Village's north side from east to west. Sidewalks are present along several segments, some within the right-of-way, some within easements and others on private property. It is almost exclusively a commercial corridor with a wide variety of stores, restaurants, automobile dealerships, gas stations, etc. Ogden is also a very old route, first being a trail then a plank road. As such, its development has been haphazard at best and its right-of-way varies—both in width and in title. Also, as a Federal route, Ogden is maintained by IDOT from whom permission must be given for the construction work contemplated by this request.

The challenges to installing sidewalk are many and are physical, institutional and legal.

The Village is seeking professional services to perform Phase I and Phase II work for this project. This work will conform the IDOT's requirements and will include a Project Development Report (PDR), an Environmental Impact Assessment or Categorical Exclusion as IDOT will direct, and construction documents. We anticipate that plats-of-highway will be required, but this work will be sought under a separate agreement.

2. BASIC SCOPE OF ENGINEERING SERVICES

- 1 Data gathering.
- 2 Route surveying.
- 3 Alternatives analysis.
- 4 Report preparation.
- 5 Public hearing preparation.
- 6 Contract document preparation.
- 7 Bidding assistance.
- 8 Meeting facilitation.

3. DETAILED SCOPE OF ENGINEERING SERVICES

- 1 Gather right-of-way, easement, title, right-of-entry and access agreement data
- 2 Perform sufficient route survey work for inclusion in the PDR
- 3 Recommend proposed alignments and alternates which best fit the existing sidewalk network. Prepare for and assist in facilitating meetings to discuss the alternates with Civic officials, business owners and residents.
- 4 Prepare whichever EI document IDOT requires. Arrange, prepare and staff all required public hearings.
- 5 Attend and prepare materials for all other meetings as required by IDOT and the Village.
- 6 Upon Design Approval, prepare construction contract documents per IDOT guidelines. Deliver progress sets at 60% and 95% levels of completion. Revise as required by IDOT and the Village.
- 7 Make a reproducible set of the final documents for inclusion on a State bid letting.
- 8 Prepare exhibits and staff a public pre-construction open house.

4. DELIVERABLES

- 1 The Village requires four (4) sets of all draft and final reports, plans and specifications. This requirement is over and above IDOT's requirements.
- 2 Exhibits for public meetings/hearings shall be sufficiently large enough and mounted to foam-core or similar backing. Audio-visual presentations are also anticipated.
- 3 All deliverables shall include "hard-copies" and electronic copies in the following formats: Microsoft Word, Power Point, Excel and Access 2000, AutoCad 2004 and/or ArcView 8.

5. PROVISIONS BY VILLAGE

The Village will provide the selected Consultant one copy of each of the following:

- 1 Zoning map.
- 2 Village utility atlases (water and storm sewer).
- 3 Previous sidewalk improvement plans.
- 4 Development plans for adjacent projects.

6. SCHEDULE

The Consultant must meet or exceed the attached milestone schedule. If you wish to propose different milestones, please clearly list them and their precedents / antecedents. We are aware that the governing force is review time by IDOT.

7. CONSULTANT PROPOSAL CONTENT

Proposals should be as succinct as possible. Unnecessary promotional material will only detract from the overall presentation.

Include the name and address of the firm's local office and primary contact person. Résumés of the project team must be included. Also include any sub-consultant services and their qualifications planned for this project. Include pertinent project experience summary sheets of the firm(s) with names of project contacts, cost, location, and brief project descriptions. Appropriate projects within the last 3 years time are sufficient.

A brief description of any disputes and litigation resulting from engineering services performed within the last three (3) years.

8. COMPENSATION / AGREEMENT

The Village uses the method of compensation for professional engineering services to be based on hourly-charged rates plus expenses with a not-to-exceed total cost.

Submit an estimate of work-hour requirements and proposed staff classifications to complete the scope of engineering services outlined in your proposal.

In a **separate sealed envelope**, list the hourly rates, your proposed burden, fringe, overhead and profit rates (multiplier), and a total not-to-exceed cost for the proposed engineering services indicated in the above.

9. CONSULTANT EVALUATION

Proposals will be evaluated on a 1 to 10 scale for the following criteria:

- 1.) Capability and experience on projects of similar size and scope (33%);
- 2.) Proposed staff - appropriate mix of design professionals and technical staff and experience on similar projects (33%);
- 3.) Responsiveness to requirements, terms, timeliness and conditions for performance of the project (20%);
- 4.) Appropriate distribution of work effort (10%); and
- 5.) Familiarity with Village of Downers Grove policies and preferences (4%).

SCHEDULE

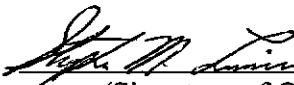
Activity	Completion Date
Qualifications Due	December 10, 2004
Negotiations	December 16 & 17, 2004
Agreement Approved	January 18, 2005

10. OTHER PERTINENT DETAILS

The Village is a full-waiver community under the DuPage County Stormwater Ordinance. The Engineering Division of the Department of Public Works will administer this contract. The primary points of contact will be the Assistant Director – Engineering and the Development Engineer.
We are a member of the J.U.L.I.E. system.

IV. PROPOSAL/CONTRACT FORM

Entire Block Must Be Complete When Proposal is Submitted To Be Considered For Award

Date of Proposal <u>December 10, 2004</u>	PROPOSER: <u>Burns & McDonnell</u> (Company Name)
<u>(630) 990-0301</u> (Fax Number, if available)	<u>2601 W. 22nd Street</u> (Street)
Contact Name: <u>Stephen Linnemann</u>	<u>Oak Brook, IL 60523</u> (City) (State) (Zip)
<u>(630) 669-9854</u> (24-Hour Telephone)	<u>(630) 990-0300</u> (Phone Number)
ATTEST: If a Corporation <u><i>Rose M. Ziembra</i></u> (Signature)	 (Signature of Officer, Partner Or Sole Proprietor)
<u><i>Office Administrator</i></u> (Title)	<u>Penny Ziembra</u> (Print Name)
	<u>December 10, 2004</u> (Date)

ATTEST:

VILLAGE OF DOWNERS GROVE

(Village Clerk Signature)

(Authorized Signature)

(Date)

(Title)

(Date)

In compliance with the specifications, the undersigned 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.

THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE VILLAGE TO ACCEPT THE PRODUCT OR SERVICE.

PROPOSER'S CERTIFICATION

Proposer, Burns & McDonnell, hereby certifies that it is not barred from
(Name of Proposer)

bidding on the contract for:

OGDEN AVENUE SIDEWALK PLAN

as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

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: Stephen M. Linnemann
Proposer's Authorized Agent

4	3	0	9	5	6	1	4	2
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Name

Social Security Number

Subscribed and sworn to before me this
_____ day of _____, 200__.

Notary Public