ITEM: MOT 00-04129

VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL MEETING MAY 4, 2010 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
		Resolution	
		Ordinance	
	✓	Motion	Nan Newlon, P.E.
Brookbank Road Design (ST-025)		Discussion Only	Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Brookbank Road design to V3 Companies, Ltd. of Woodridge, Illinois in the amount of \$52,060.00

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identifies *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

The FY10 budget includes \$400,000 in the Stormwater Fund budget for professional services and infrastructure for this project (ST-025).

UPDATE & RECOMMENDATION

This item was discussed at the April 20, 2010 meeting. Staff recommends approval on the May 4, 2010 consent agenda.

BACKGROUND

This contract is a component of the 2010 Roadway Maintenance Program (CIP Project ST-025). There are approximately 350 feet of unconstructed roadway in this area that will require a detailed design. The scope of services includes the following:

- o Topographic survey of the project area
- o Roadway plan and profile design
- o Investigation of the existing pavement between 59th Street and 60th Place with recommended repair methodology (if necessary)
- Wetland impact mitigation coordination
- o Permit review coordination with DuPage County Staff

A Request for Proposal was posted on the Village's website on 2/24/2010 and sixteen submittals were received. After reviewing the proposals V3 Companies was recommended by the selection team based upon their experience with this type of project, the project manager's experience and their ability to successfully complete the required permitting. Following selection, staff negotiated the attached detailed scope of work and fee schedule. Construction of this project is anticipated to begin in the fall of 2010 or spring of 2011.

ATTACHMENTS

Capital Project Sheet ST-025



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:	
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Project Name:

Brookbank Road Design

Proposal No.:

ST-025

Proposal Due:

March 8, 2010 @ 10:00 A.M.

Pre-Proposal Conference:

Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published:

February 24, 2010

Date Issued:

February 24, 2010

This document consists of 25 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

DORIN FERA
DOWNERS GROVE PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460

FAX: 630/434-5495 <u>www.downers.us</u>

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

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

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

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

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

<u>PRESULT.</u> Proposers MUST submit an original, one paper copy, and one electronic 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.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to March 8, 2010 @ 10:00 A.M.
- 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 Downers Grove Public Works, ATTN: Dorin Fera, 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 proposal. Telephone, email and fax proposals will not be accepted.
- 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 our proposer's 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, 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

- A Proposal that is in the possession of the Village may be altered by a 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, email or verbal alterations of a proposal will not be accepted.
- 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 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 ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village of Downers Grove 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 proposal 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, 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 he 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, 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 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 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 handicap unrelated to ability, 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 handicap unrelated to ability, 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 subdivision 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:

- 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 contact 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.
- 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.
- 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 no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 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

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 Agreement 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/INDEMNIFICATION

- 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 agreement 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.
- In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, Proposer 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, 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 documents, contractor/proposer/Proposer/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 sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the 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 Agreement, or for any other reason, the Agreement 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 default.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

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 Agreement 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 Agreement, 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 (i.e. Engineer, Proposer): 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

21.1 This Agreement 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 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.

23. WAIVER OF CONTRACT BREACH

23.1 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.

24. AMENDMENT

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

25. CHANGE ORDERS

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.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

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

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

1. GENERAL INFORMATION

1.0 Introduction

The Village of Downers Grove is seeking to retain the professional services of a qualified and experienced engineering/environmental consulting firm to prepare contract plan designs suitable for construction, as described below.

1.1 Background

The Village of Downers Grove is a well-established community of approximately 50,000 residents. The daytime population, however, is well over 120,000 people. The Village is surrounded by I-355, I-88, 75th Street and is divided by the Burlington Northern Santa Fe (BNSF) Railroad main line from Aurora to downtown Chicago. Infrastructure improvements are being actively constructed, including roadways, water mains, storm sewers and others.

1.2 Project Scope

The Village seeks the design for a currently incomplete portion of Brookbank Road between 59th Street and 60th Place. The adjacent portions of Brookbank Road consist of divided northbound and southbound lanes with a grassed median serving as the divider. Northbound lanes exist throughout the project area, while a discontinuity is present in the southbound lanes. Both floodplain and wetland areas are present on-site.

A wetland delineation was recently performed - a copy of which will be provided. There are two regulatory wetlands and a water of the U.S. located immediately adjacent to the site. It appears that both wetland buffers will be permanently impacted through the construction of this roadway. As such, a mitigation plan will be required.

The completion of this roadway was preliminarily designed as part of the subdivision development directly to the west of the project area. As such, compensatory storage for the roadway (preliminary design indicated that the project would include floodplain fill and subsequent incremental compensatory storage) was to be provided within the subdivision detention area. In addition to site topography of the project area, supplemental topography of the detention area (to the west) will be required in order to verify the presence of the incremental compensatory storage.

Although the Village is a full waiver community, DuPage County will be performing an additional review of all proposed work. All permit materials should be prepared in a tabular format consistent with DuPage County requirements.

The goal of this project is to prepare construction plans which will enable the Village to complete the southbound lane and connect the medians to the north and south.

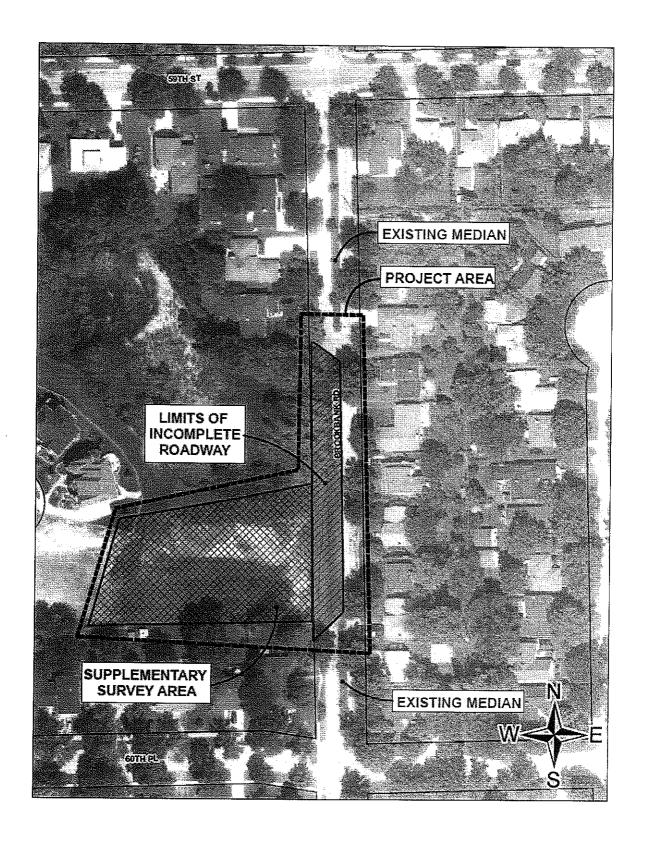
General project work tasks will include:

- Preparation of Contract engineering and landscape plans & specs
- Land surveying to verify existing conditions (tied to DuPage County datum)

- Locating recently placed wetland delineation flags
- Permitting processes through the Village and DuPage County
- Proposed mitigation for all wetland/buffer impacts
- Compensatory storage calculations for all fill placed within the floodplain
- Engineer's opinion of probable costs

1.3 <u>Project Location:</u>

The project site is located along the west side of Brookbank Road, south of 59th Street and north of 60th Place. The map on the next page depicts the project area as it currently exists to some degree of detail.



2.0 PROPOSAL REQUIREMENTS

2.1 Quantity and Format

Three (3) statements of proposal shall be submitted in an $8 \frac{1}{2} \times 11$ format and be organized with marked tabs as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Key Staff Resumes
- Project Organizational Chart
- Proposed project schedule
- Fee Proposal with an hourly breakdown

The proposals shall be succinct, and directly relevant to this project. <u>Maximum number of pages shall be 15</u>. 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 <u>Deadline and Proposal Disposition</u>

Complete, packaged proposals shall be due <u>NOT LATER than 10:00 A.M. on March 8</u>, <u>2010</u>. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant.

2.2 Fee Proposal

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

Please submit an estimate of man-hour requirements to complete the scope of services outlined in your proposal, a list of current man-hour rates, and a total "Not To Exceed" cost for providing the proposed services to the Village. The Village shall be invoiced monthly.

The Fee Proposal statement shall be included in a separate, but attached sealed envelope clearly identifying the proposer.

2.3 Consultant Selection

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project;
- Ability to complete the design for late 2010 construction (please provide an anticipated schedule)

- Familiarity with Village of Downers Grove policies and preferences
- Capability and experience on comparable projects, including familiarity with DuPage County permitting for projects with floodplain and/or wetland impacts
- Recognition of items related to project, including identification of design elements, and processes that would result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost (there is a budget constraint which must be adhered to for this project)

2.4 <u>Pre-Proposal Field Review</u>

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. 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.

3.0 PROJECT DELIVERABLES

3.1 General

The Consultant shall produce deliverables that are in Microsoft Word, Excel, and/or Powerpoint format as required.

Final Contract Plan Design drawings to be furnished to the Village shall be saved on a compact disk (CD) format and be AutoCAD 2007 compatible, and also in .pdf format. Typical plan drawings anticipated include:

- Cover Sheet
- General Notes
- Alignment & Ties sheet
- Plan and Profile Sheets
- Landscape Sheets
- SWPPP/Tree Protection Sheets
- Applicable Standard Drawings
- Tabular permit submittal per DuPage County requirements

All reports should be in standard $8-1/2 \times 11$, portrait format. Landscape format can be used to facilitate a more clear presentation of the information, at the Consultant's discretion. Larger exhibits such as 11×17 should be tri-folded to standard size. Digital color photos are encouraged. Final contract plans shall be signed and sealed by a professional engineer licensed in the state of Illinois.

3.2 <u>Deliverable Quantities</u>

- One (1) 4-hour max field meeting with Village staff
- One (1) 2-hour project coordination meeting at Public Works

- One (1) 4-hour final project presentation at a Stormwater and Floodplain Oversight Committee meeting in Downers Grove
- Two (2) hard copies and 1 electronic copy of both the Preliminary (50%) and Final (100%) Plans
- Two (2) hard copies of the tabular permit submittal
- Opinion of Probable Cost
- One (1) CD with electronic copies of all Final project files, drawings, specs and any supporting documentation compatible with the programs listed above

IV. 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.

PROPOSER:	A Submitted Bid Is To Be Considered For Award
V3 Companies Company Name	Date: 04/01/2010
	jmercklein@v3co.com
7325 Janes Avenue	Email Address
Street Address of Company	
• •	Jennifer Maercklein
Woodridge, IL 60517	Contact Name (Print)
City, State, Zip	- , ,
	<u>630-333-6646</u>
630-724-9200	13-Hour Telephone
Business Phone	
(00 =04 0=0=	fatta
630-724-9202	Signature of Officer, Partner or
Fax	Sole Proprietor
	Patrick Kennedy, President
	Print Name & Title
ATTEST: If a Corporation Signature of Corporation Secretary	Time Hame & Time
VILLAGE OF DOWNERS GROVE:	
Authorized Signature	ATTEST:
Title	Signature of Village Clerk
Date	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.

NAME:			
	V3 COMPANIES		
Addre	ss: 7325 Janes Avenue		
CITY:	WOODRIDGE, IL		
STATE:			
Zip:	60617		
PHONE:	630-724-9200	FAX: 630-724-9202	
TAX ID	#(TIN): <u>36-3252440</u>		
TAX ID : are supply	#(TIN): 36-3252440 ying a social security numb	er, please give your full name)	
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u are supply T TO ADDR NAME: ADDRES CITY: STATE:	ying a social security numb ESS (IF DIFFERENT FROM A SS: TY (CIRCLE ONE): Individual Sole Proprietor Partnership	ABOVE): ZIP: Limited Liability Company –Individual/Sole Proprietor	
u are supply T TO ADDR NAME: ADDRES CITY: STATE:	ying a social security numb ESS (IF DIFFERENT FROM A SS: TY (CIRCLE ONE): Individual Sole Proprietor	ABOVE): ZUP: Limited Liability Company –Individual/Sole Proprietor Limited Liability Company-Partnership	

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to B	rookbank Road Design	, proposer	V3 Companies hereby certif	fies
	(Name of Project)		(Name of Proposer)	
the following:			•	

- 1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
- 2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
- Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. 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. 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 sent to the Village on a monthly basis along with the invoice and 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. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 4. 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.
- 5. 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

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

DV. Set AN	
BY: Proposer's Authorized Agent	
3 6 3 2 5 2 4 4 0	
FEDERAL TAXPAYER IDENTIFICATION NUM	BER
or	
Social Security Number	
	Subscribed and sworn to before me
OFFICIAL SEAL	this <u>1</u> day of <u>April</u> , <u>2010</u> .
KATHY JO FYTEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/73/14	Notary Public) Jule
(Fill Out Applicable Paragraph Below)	,
(a) Corporation	
The Proposer is a corporation organized and existing un	nder the laws of the State of Illinois
which operates under the Legal name of V3 Companie	25
and the full names of its Officers are as follows:	*
President: Patrick Kennedy	
Secretary: Rob Petroelje	
P	
Treasurer: <u>Jim Mann</u> and it does have a corporate seal. (In the event that this	hid is expected by other disc.
President, attach hereto a certified copy of that section of	of Corporate By-Laws or other
authorization by the Corporation which permits the persorporation.)	son to execute the offer for the
b) Partnership	
Signatures and Addresses of All Members of Partnershi	p:
	_

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of:	
which name is registered with the office of	
(c) Sole Proprietor The Supplier 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	
5. Are you willing to comply with the Village's preceding insurance days of the award of the contract?	e requirements within 13
Insurer's Name Charter Oak Fire, Hudson Insurance, One Beacon	America
Agent Willis of Illinois, Inc. Rachel Buelow	
Street Address 233 South Wacker, Suite 200	
City, State, Zip Code <u>Chicago, Illinois 60606</u>	·····
Telephone Number 312-288-7154	
I/We affirm that the above certifications are true and accurate and tunderstand them.	that I/we have read and
Print Name of Company: V3 Companies	
Print Name and Title of Authorizing Signature: Patrick Kennedy, President	dent
Signature:	
Date: 04/01/2010	

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: V3 Companies	
Address: 7325 Janes Avenue	
City: _Woodridge	Zip Code: <u>60517</u>
Telephone: (630) <u>724-9200</u>	Fax Number: (630) 724-9202
E-mail Address: <u>jmaercklein@v3co.co</u>	<u>m</u>
Authorized Company Signature:	HA CONTRACTOR OF THE PARTY OF T
Print Signature Name: <u>Patrick Kennedy</u>	Title of Official: President
Date: 04/01/2010	

Campaign Disclosure Certificate

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, Proposer 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, attached hereto.

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 documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under pena	alty of perjury, I declare:	
	Proposer/vendor has <u>not</u> the last five (5) years.	contributed to any elected Village position within
	Signature Proposer/vendor has continuember of the Village Council v	Patrick Kennedy Print Name tributed a campaign contribution to a current within the last five (5) years.
	Print the following information: Name of Contributor:	
	Number Committee.	(company or individual)
	To whom contribution was made	24
	Year contribution made:	Amount: \$
	Signature	Print Name

Manhour and Fee Estimate Details for Base Bid / RFP Scope, Brookbank Road Inprovements, Village of Downers Grove

									Staff hour Estimate By Staff Title	Estimate	3v Staff Th	٩]			1	Total Division
	Task	Water Resources Project Manager	Water Resources Project Engineer	Water Resources Design Engineer	Wellends Senior Project Manager	Wetlands Project Manager	Wedands	Survey	Survey Senior Project	Survey	C Control	i-Man Survey	Transportati on Project	Transportati on Senior Frontese		CADO	CADO		Mary	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
i je	tomwater and SMA Tasks (RFP Scope)				_									Englinea Transfer	C. C	i ecimiciani	=	water Equip)	nours	Š
	Soil Erosion and Sediment Control Design	-	4																•	8
ا.	Stommater Conveyance Services																		P C	200
	Design local stormwater management	-		-															2	\$187
	system for roadway	4	æ	16															-	
_	Stornwater Detention Services	1		-				T				Ī				•			8	\$2,832
	Stormwater Quality Design Services	-		4							T					-			71 0	*18/
ار	Floodplain Services															T			0	4469
W 1	Review previous permit documentation																		-	9
۵	Review as-built survey volumes	-		ı															- ~	8187
U	Final Engineering dans for nadway	^		¢			_													
_	Design modifications to Existing Storage																		8	\$686
	Facility	4		2												ω			24	\$1 836
,	Wedand Services																		0	200
ء ا	Wedand Assessment						∞												8	\$568
U	Updated Wetland Delineation Technical						7									1	1		4	\$284
	Nethora				2	~	٩												20	\$1,608
ס	og ege	:			7		ဖ					•								
œ	U.S. Army Corps of Engineers Permit Submittel	3				á														\$700
+	Response to Corps of Engineers Permit				•	2													2	\$2,132
-	Wettand Flamina				2	6	9									_			Ξ	\$997
عه	Wettand Mitigation Coordination		1			1	٦				1	7	1		1				9	\$426
	Stomwater Permit Application					,	7		1			T				1			8	\$510
n).	Attend Pre-Application Meeting	4			4								4					1	9	\$4 E85
۰	Prepare Submittal	4		16	4	18										₹	T		ι	\$4.00
肾	C ON THE REVISION RESUDINGS	7	68	9	* * *	2	9		•	300							$\overline{}$, ,	\$1,290
roje	ct Management & Meetings	1		Merry Commit	STREET, COL												9		1,40	\$21,279
	4-hour field meeting	4			4		1			1	†	1			1	1	Ť		7	8
	2-hour meeting at Public Works	2			2										T				•	11 CGA
_	4-real Stommarer and Friood Plain Oversight Committee Meeting	90											٥						-	-
_	Project Management/QA/Internal											1	•						9	\$2,024
	Coordination Meetings	60	2		2	9	1					7	16	4	2				38	\$4,474
ğ	Project Management & Meathly & Shivestal	20	2				0	0		•	0	. 0	7.4						0	S# 50
5	Tonorschip Survey	1,50															-			03
	Roadway Plan and Profile Design							5.	4	23	શ	17	,	,					72.6	\$5,481
_	Cover Sheet, Gen. Notes, Alignment & Ties, Landscenting, & Standard Duos												7	2	2	<u></u>			8	\$2,228
Ш	Cross Sections											1	2	2	9 5		Ī		8	\$2,228
	Engineer's Estimste, Specifications											1	9	8	28	1	1		48	3,664
	Roadway Improvement Investigation to 59th												·	,	,				-	
,,	Roadway Reconstruction Option for existing									-	-		,	7	o				2	\$1,092
	HILIPHANTAKON SUBANAMININE INTERNETINE							3.6		7.	25		2	2	24	8			36	\$2,860
	Subtotal (hours):	90	14	63	76	87							-				a a company		100	
	Avg Hourly Billing Rate w/ 2.8 Mufliplier:		\$88	\$73	\$137	3 88 88	S77	\$140	\$128	S 58	584	853	24.3		4 5 S	57	ي ٥			
	Total:		\$1,232	\$4,599	\$3,562	\$4,752	\$3,905	\$210	╅╾┪	₩	\$2,100	╆	\$5,838	\$1,820	\$10,586	\$3,591	S	S		
															ľ					

FINAL 126U(SLON V3 Companies, March 8, 2010



Project Understanding & Scope

PENSION

General Project Understanding

The Village seeks the design and preparation of contract documents and permit applications for the extension/connection of Brookbank Road between 60th Place and 59th Street, a distance of approximately 380 feet. The existing northbound lane within the project limits is in fair to poor condition and may need to be reconstructed with the proposed improvements. The completion of Brookbank Road was initiated with the construction of a residential development project located west of the project limits. The detention facility for the development has been constructed and compensatory storage for floodplain impacts have been included. It appears that the construction of the roadway and adjacent sidewalk will have wetland impacts. It is our understanding that the Stormwater Permit for this project will be issued by the Village of Downers Grove, but DuPage County will also perform a courtesy review and offer review comments. Securing a Stormwater Permit from DuPage County typically takes 4-6 months due to their typical 60-day review and comment period. To meet a Fall 2010 construction schedule, we have assumed that the review of the initial stormwater permit submittal will follow an accelerated schedule and comments will be offered by both DuPage County and the Village of Downers Grove within four weeks of submittal. This allows time for V3 to revise the plans to reflect review comments (if necessary) prior to bidding. Revised plans will be submitted to the Village and County for final review and permit issuance, concurrent with issuance of the Bid Documents. Bidding will occur simultaneously with the second permit review.

Detailed Scope of Services

V3 is very familiar with the Village of Downers Grove and with permitting requirements with DuPage County. V3 is currently working with the Village on the Lacey Creek Watershed on a project with floodplain and wetland mitigation impacts. We understand the options to minimize the impacts and provide the best design for the Village. We have assembled a staff with expertise in the three major components of this project; roadway design, stormwater management, and wetland delineation and mitigation.

The scope of services presented herein describes the plan preparation and permit application phases in detail. The manhour estimate provided in a separate, sealed envelope contains an estimate of fee for each scope item discussed below. If the Village wishes to eliminate any item from V3's scope of services, the manhours and fees will be reduced accordingly. We have also included a second table of items V3 has identified as required but not identified in the Request for Proposal. V3 will include these items only as directed by the Village. The following scope items are required as described in the Request for Proposal:

Stormwater & SMA Tasks:

- 1. Soil Erosion and Sediment Control Design: V3 shall prepare a soil erosion and sediment control plan in compliance with the requirements of the DuPage County Stormwater and Flood Plain Ordinance ("Ordinance").
- 2. Stormwater Conveyance Services: V3 shall design a stormwater management system to convey runoff from the roadway improvements, limited to:
- Reviewing previous Stormwater Permit documentation (as revised by Christopher B. Burke Engineering) to confirm
 the design is adequate to handle proposed runoff;
- Designing a local system for the proposed project in conformance with Ordinance requirements.
- 3. Stormwater Detention Services: V3 shall review the previous Stormwater Permit documentation (as revised by Christopher B. Burke Engineering) to determine the stormwater detention requirements associated with the project. V3 shall review the topographic survey of the recently constructed storage facility to confirm that the required stormwater detention storage is present in the storage facility, and shall document these volumes in Tab 2 of the Stormwater Permit Application.

Project Understanding & Scope

- **4. Stormwater Quality Design Services:** V3 shall provide design services to incorporate stormwater quality BMPs into the roadway construction plans. Due to the linear nature of the roadway improvement project, a manufactured BMP(s) would likely be required to meet the Ordinance requirements.
- 5. Floodplain Services: The project is located within the regulatory floodplain and compensatory storage is required for the proposed roadway improvements. V3 shall review the previous stormwater permit documentation (as revised by Christopher B. Burke Engineering) to determine the floodplain fill and associated compensatory storage requirements associated with the current project. V3 shall document the as-built compensatory storage volumes and provided the revised floodplain fill calculations (based on V3's final roadway design) in Tab 3 of the Stormwater Permit Application.
- 6. Design Modifications to Existing Storage Facility: If V3's review of the required/permitted storage volumes versus the as-built storage volumes suggests that insufficient volume is present in the existing pond, then V3 shall call this to the attention of the Village immediately. If directed to do so by the Village, V3 can provide design services and prepare a grading plan to show the modifications necessary to bring the pond into compliance with the Ordinance

7. Wetland Flagging/Mitigation:

<u>Wetland Flagging.</u> V3 will coordinate with the Village of Downers Grove and reflag the wetland boundary using GPS points provided by the Village of Downers Grove. If required, V3 will investigate a single data point to verify the presence of all three wetland indicators.

<u>Wetland Mitigation Coordination</u>. V3 will prepare and coordinate wetland mitigation ratio's and prices as it relates to wetland mitigation programs and the Fee In Lieu of program through DuPage County Economic Development and Planning.

<u>Wetland/Floristic Quality Update</u>. If the Wetland Delineation Report to be provided by the Village of Downers Grove was conducted outside of the growing season (April 15-October 15), then a floristic quality update of the wetland vegetation will need to occur during the growing season of 2010. A botanist or ecologist from our Natural Resources Division will conduct a floristic quality investigation and will update the existing floristic quality of the wetland/Waters of the U.S.

<u>Wetland Assessment.</u> Since wetlands/Waters of the U.S. have been delineated within the project limits, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (ACOE) and the Village of Downers Grove. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland. Delineated wetlands will be rated as Regulatory or Critical in accordance with the Village of Downers Grove's Ordinance.

<u>Updated Wetland Delineation Technical Report.</u> An updated wetland report will be provided with the results of our field investigation, updated floristics, the location and professionally surveyed size of wetlands/Waters of the U.S. present, an updated wetland quality evaluation, a Floristic Quality Assessment (FQA), and the updated wetland assessment. The wetland report also will contain detailed technical documentation suitable for review and approval by the ACOE and Village of Downers Grove.

<u>DuPage County Economic Development and Planning Field Verification and U.S. Army Corps of Engineers Jurisdictional Determination Request.</u> DuPage County Economic Development and Planning will require a field verification of all delineated wetlands before acceptance of any development plans for the site. V3 will coordinate and attend this verification with the appropriate County personnel

U.S. Army Corps of Engineers Permitting. V3 is of the professional opinion that the project limits contain wetlands/Waters of the U.S. that are connected to the St. Joseph's Creek tributary and are jurisdictional under Section

¹ December 2, 2008, USEPA and Department of the Army Joint Memorandum, Clean Water Act Jurisdiction Following the U. S. Supreme Court Decision in Raponos v. United States and Carabell v. United States.

Project Understanding & Scope

404 of the Clean Water Act regulated by the U.S. Army Corps of Engineers. In addition to the Village of Downers Grove Tabular submittal, a Section 404 permit from the U.S. Army Corps of Engineers will also be required. V3 will prepare and submit the Section 404 permit to the Corps of Engineers on behalf of the Village of Downers Grove.

8. Stormwater Permit Application: V3 shall prepare and submit a stormwater permit application in Tab-style format to the Village of Downers Grove and DuPage County in conformance with the Ordinance requirements.

Project Management & Meetings Tasks:

1. Project Management / Coordination and QA/QC: Provide general project management, including internal team meetings and preparation of monthly progress reports. Perform internal quality assurance/quality control on project deliverables for conformance to standard engineering practice and specific project design protocol and standards

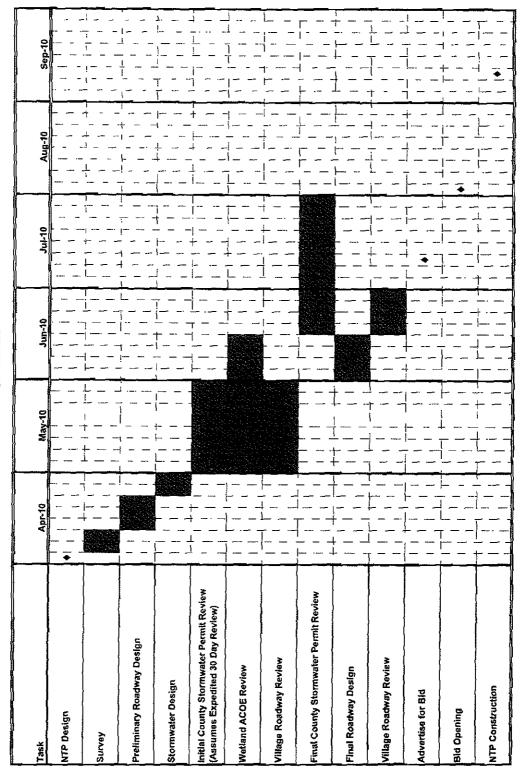
Plan Preparation Tasks:

- I. Topographic Survey: V3 will perform topographic survey services consisting of pick up survey for the existing right of way for Brookbank Road within the study limits including as-built verification of the detention facility and field location of existing or newly placed wetland flags.
- 2. Roadway Design and Contract Document Preparation: V3 will prepare contract documents for the extension/connection of Brookbank Road within the project limits discussed herein. Roadway plans will be submitted at approximately 50% and 100% complete. Bid documents will be prepared including specifications in the Village format. It is assumed approximately 20 bid sets will be required.
- 3. Roadway Improvements Investigation to 59th Street: V3 will investigate feasibility of extending improvements within existing roadway section north from existing two-way cross section to 59th Street and at the south project terminus just north of 60th Place. Investigation will consider full reconstruction and resurfacing options. Upon direction from the Village Staff V3 will prepare plans for the reconstruction and/or resurfacing of the existing Brookbank Road between 60th Place and 59th Street.

Items not included in this scope of services:

- Geotechnical investigations.
- 2. Water main design.
- 3. Sanitary sewer design.
- 3. Structural engineering services (if a retaining wall is required along the west property line to minimize wetland and floodplain impacts).
- 4. Hydraulic modeling of Floodplain.

BROOKBANK ROAD DESIGN RFP VILLAGE OF DOWNERS GROVE PROJECT SCHEDULE



Project Description

Street reconstruction, Brookbank Rd, 59th St to 60th St

Project summary, justification and alignment to Strategic Plan

This project includes the reconstruction of Brookbank Rd, from 59th Street to 60th Street. Included in this work is the extension northward of the boulevard cross-section, which begins at 63rd Street.

			Replace	FY 2010						
	New	خ. خ	, J	8					Future	
Cost Summary	1/20	10/10/10	δ2	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Years	TOTAL
Professional Services	Х	Χ		25,000						25,000
Land Acquisition										-
Infrastructure	Х	Х		375,000						375,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				400,000	-	-	-	-	-	400,000
Funding Source(s)										
220-Capital Improvements Fund		•		400,000						400,000
		-								-
										-
		-								-
TOTAL FUNDING SOURCE	s		, ,	400,000	-	-	-	-	-	400,000

Project status and completed work

In-house design work will be completed in early 2010. Construction to begin after June 2010.

Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Yrs	TOTAL
Projected Operating Expense Impact:							=

Map/Pictures of Project



		_	
Internal	staff i	nform	ation:

Priority Score High **Priority Setting Factor:**

Maintenance

Program:

Project Manager:

Michael D. Millette

Priority Status:

High

F-51

342 Department:

Public Works