

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 5, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
SW-067 Lacey Creek (Sub G) Storm Water Improvements - 35th Street between Saratoga and Venard	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion has been prepared to award a contract for professional services for the SW-067 Lacey Creek (Sub G) Storm Water Improvements - 35th Street between Saratoga and Venard, to James J. Benes and Associates, Inc. of Lisle, Illinois in the amount of \$36,698.20.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY 11 Budget includes \$40,000 in the Stormwater Fund for this contract.

RECOMMENDATION

Approval on the April 5, 2011 consent agenda.

BACKGROUND

The project consists of three drainage issues (Parts 1, 2, and 3) in the area of 35th St between Pomeroy Rd and Saratoga Ave. Part 1, located on 35th St between Venard Ave and Saratoga Ave, experiences severe street flooding. Subsequently, 35th has been closed off to traffic numerous times. This contract will provide the Village with a final report identifying causes of and up to three potential solutions to this recurring drainage problem. The contract will also provide a final, constructible plan set complete with specifications for the Village-selected improvement.

Part 2 includes a review of a drainage ditch located north of 35th St, east of Saratoga Ave. The ditch experiences standing water and erosion. This part of the contract will provide a final report identifying causes and up to three potential solutions to the drainage problem. The contract will also provide a final, constructible plan set complete with specifications for the Village-accepted improvement. Staff will try to implement best management practices such as bioswales with native vegetation into the improvement.

Part 3 is located on 35th St from Venard Rd to Pomeroy Rd and on Pomeroy Rd north of 35th St. The Village's Watershed Infrastructure Improvement Plan (WIIP) recommends upsizing the existing storm sewer in this area. This contract will provide a concept-level design with alternates for the WIIP-recommended storm sewer improvements on 35th St and Pomeroy Rd. Improvements for Parts 1, 2, and 3 of this contract will be designed to be compatible with each other. Construction of Parts 1 and 2 is planned for this year.

The Village posted a request for proposal for this contract in February 2011 and received fourteen proposals. Staff recommends award of this contract for professional services to James J. Benes and Associates, Inc. based on their approach and understanding of the project, their capability to perform the work, and their experience with similar projects in the DuPage County area. James J. Benes and

Associates has not worked with the Village; however, they are highly recommended by the Village of Western Springs, the City of Elmhurst, the Village of Lisle, and the Village of Oak Brook.

ATTACHMENTS: Contract Form, Campaign Disclosure Form, Capital Project Sheet SW-067

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 5, 2011
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** SW-067
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize a professional services contract to James J. Benes and Associates, Inc. in the amount of \$36,698.20 for Lacey Creek (Sub G) Storm Water Improvements.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a professional services contract with James J. Benes and Associates, Inc. in the amount of \$36,698.20 for Lacey Creek (Sub G) Storm Water Improvements.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: James J. Benes and Associates, Inc.

Project Name: Lacey Creek (Sub G) Storm Water Improvements - 35th
Street between Saratoga and Venard

Proposal No.: SW-067

Proposal Due: Wednesday, March 9th, 2011 @ 10:00 A.M. – Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, February 23rd, 2011

This document consists of 33 pages.

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

JIM TOCK, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 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, one duplicate copy, and an electronic copy** (.pdf) 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 **Wednesday, March 9th, 2011 @ 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 Village of Downers Grove, ATTN: Jim Tock, P.E., 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.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to 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

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature 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.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature 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

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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

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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

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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:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform 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.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

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

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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.
- 13.4 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.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

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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.
- 18.4 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1 Services performed by Proposer under this 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

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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 contractor(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. NOT TO EXCEED CONTRACT

- 25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the contract.

26. SEVERABILITY OF INVALID PROVISIONS

- 26.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of

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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

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

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

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

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. SCOPE OF SERVICES/DELIVERABLES

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

1.2 Project Description

- **Part 1:** A drainage problem has been identified by Village Staff on 35th Street, between Venard Avenue and Saratoga Avenue. Surface runoff from private property north of 35th Street is directed to a catch basin in the Village right-of-way roughly 540 feet west of Saratoga Avenue. Village Staff has witnessed severe street flooding at this location. Possible causes are insufficient inlet capacity and/or undersized storm sewer pipes. The Village is seeking proposals from qualified firms (Proposers) to provide a report identifying up to three potential solutions to the drainage problem as well as a final, constructible plan set complete with specifications for the Village-selected improvement. The Village also requests that rough cost estimates be provided for each solution and one hard cost estimate be provided for the Village-accepted improvement.
- **Part 2:** A drainage problem has been identified by Village Staff located west and south of the property 3471 Hickory Court. Village Staff has witnessed significant standing water and subsequent erosion issues at this location. The Village is seeking proposals from qualified Proposers to provide a report identifying causes and up to three potential solutions to the drainage problem as well as a final, constructible plan set complete with specifications for the Village-accepted improvement. The Village also requests that rough cost estimates be provided for each alternate improvement and one hard cost estimate be provided for the Village-accepted improvement. Village Staff encourages the use of best management practices such as bioswales with native vegetation for this improvement.
- **Part 3:** The Village's Watershed Infrastructure Improvement Plan (WIIP) identifies further drainage improvements within the same subwatershed as Parts 1 and 2 (Lacey Creek Subwatershed G). The WIIP suggests upsizing the existing storm sewer system on 35th Street from Venard Road to Pomeroy Road and on Pomeroy Road north of 35th Street. A copy of the related portion of the WIIP (Section 1.7.3 Subbasin LA302) and all applicable exhibits are attached to this RFP. The Village is seeking proposals from qualified Proposers to provide a concept-level design with alternates for the storm sewer improvements on 35th Street and Pomeroy Road. The Village also requests rough cost estimates for all proposed designs.
- **General:** All improvements to the drainage problems identified in Parts 1, 2, and 3 of this RFP shall not negatively impact upstream, adjacent, or downstream properties. Improvements for Parts 1, 2, and 3 of this RFP shall be designed with ALL improvements in mind. Each improvement for Part 1, 2, or 3 shall be compatible with the upstream/downstream aspects all of all other improvements in this RFP. **Also, the proposal shall include coordination of permitting on**

behalf of the Village with all applicable agencies for Parts 1, 2, and 3 of this RFP.

1.3 Scope for Part 1, Part 2, and Part 3

The Consultant will be required to perform all necessary work required to prepare the final reports, plans sets, and specifications which includes the following:

- a. Identification of all issues contributing to the problems previously described in this RFP
- b. Identification of two or three alternative improvements to the problem including, but not limited to, increased inlet capacity, increased conveyance, new detention storage, bioswales, or any hybrid of these improvements.
- c. Rough cost estimates for all alternatives submitted
- d. Hard cost estimate for final, Village-accepted improvements
- e. Hydraulic and/or Hydrologic modeling required for evaluation of alternatives
- f. Wetland delineation and mitigation plan. Note: the quantity of this service is not currently known. The Proposer is to include in their proposal their anticipated fee based on the project description previously stated in the RFP.
- g. All topographic information acquired as necessary to support all modeling, the final report, and constructible plan set. The Village will provide 2' aerial topography and GIS atlas data of the storm system in this area upon request. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:
 - Area deemed appropriate by the Proposer. See attached "Location Map" for general site location. Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
 - Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
 - Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
 - Using NGVD 29 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
 - Copies of all field notes and 3D electronic base maps of the identified segments in AutoCAD 2007 (including all shapefiles and linetypes) supplied to the Village.
 - Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical and telephone, water main, sanitary sewers and storm sewers. No digging for elevation verification of utilities will be required.
 - Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation.
 - Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveways, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
 - Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.

Village of Downers Grove

- Utilization of IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
 - Plotting contour lines throughout the project with high points or low points indicated between similar contours.
 - Base drawings showing rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts. Information shall be tied with a leader to each referenced structure, not in a table format.
- h. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.
- i. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Key Staff Resumes
- Project Organizational Chart
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown

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

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than 10:00 A.M. on March 9th, 2011. 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.

2.3 Fee Proposal

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

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

2.4 Consultant Selection

Consultant Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Ability to complete the Final Report within the required schedule
- Familiarity with Village of Downers Grove policies and preferences
- Capability and experience on comparable projects, including familiarity with the DuPage County Countywide Stormwater and Floodplain Ordinance
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.5 Pre-Proposal Field Review

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

3. **PROJECT DELIVERABLES**

3.1 General

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

- (Applicable to Part 1, Part 2, and Part 3 of this RFP) The Final Reports (including rough cost estimates) shall be signed and sealed by a professional engineer licensed in the state of Illinois. Any revisions to the Final Reports or associated documents, as a result of Village review, shall be performed by the Consultant as part of the “not to exceed” base fee under this agreement. No additional compensation shall be considered, unless due to a significant change in scope of work. Due 45 calendar days after Notice to Proceed.
- (Applicable to Part 1 and Part 2 only of this RFP) Constructible plans and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2007 or later), and as .pdf documents. The cost estimates shall be in Excel format. CAD drawings must be created using legitimate AutoCAD software (by

Village of Downers Grove

Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff. Due 105 calendar days after Notice to Proceed.

3.2 Deliverable Quantities

- Four (4) 1-hour project coordination meetings at Public Works
- One (1) hard copy and one (1) electronic copy of preliminary drafts of the Final Reports
- One (1) hard copy and one (1) electronic copy of Final Reports
- One (1) hard copy and (1) electronic copy of 50% plan sets
- One (1) hard copy and (1) electronic copy of 90% plan sets
- One (1) hard copy and (1) electronic copy of 100% plan sets
- One (1) CD containing electronic copies of all final project files, drawings, and any supporting documentation compatible with the programs listed above

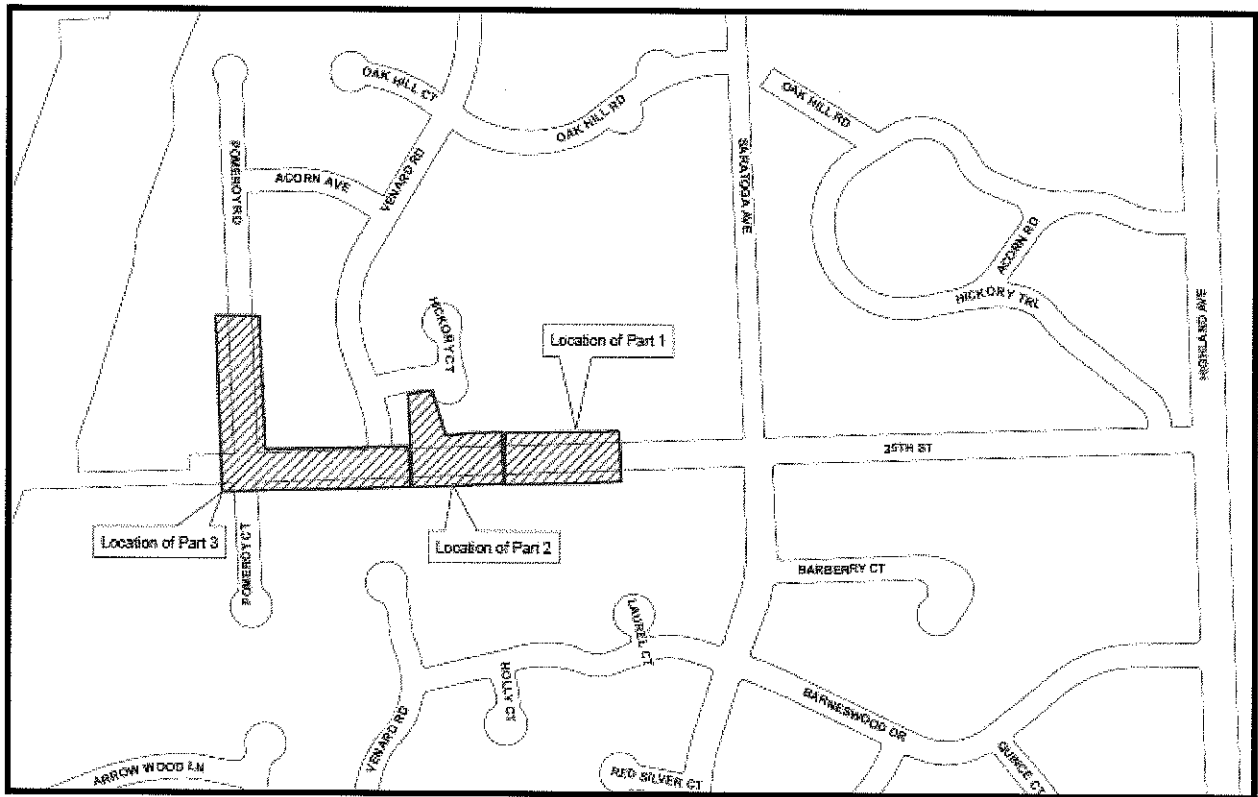
4. **CONTACTS**

All questions concerning the project and/or submittal should be directed to:

Jim Tock, P.E.
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-2453
Fax 630-434-5495

Location Map

Village of Downers Grove



Village of Downers Grove

Watershed Infrastructure Improvement Plan (WIIP) for Subbasin LA302
(6 pages attached)

due to the assumption that the minimum pipe size used should be 12-inch. The assumption that the pipes should flow full during the 10-year event was not met in all pipe segments. In order to meet cover and invert restrictions, some laterals flow under pressure during the 10-year event.

Pipes were modeled with a conceptual, planning-level detail. Field survey should be performed to verify the storm sewer system and project feasibility prior to preliminary or final design.

Required Permits

A Village of Downers Grove stormwater permit may be required for the installation/reconstruction of the storm sewer system, however if this project is deemed maintenance, it is assumed that a stormwater permit would not be required.

Required Easements

No drainage easements are required if work is contained within the Village Right of Way. A temporary construction easement may be required for access to the site.

Engineer's Estimated Opinion of Probable Cost

The estimated opinion of probable cost is shown in Table 5.1. Supporting details can be found on the enclosed CD.

Results

The results from both the hydrologic and hydraulic modeling is provided on the included CD.

1.7.3 Subbasins LA301 and 302

Description

Subbasin LA301 is generally located north of 35th Street, west of Saratoga Avenue, and east of Pomeroy Road. The subbasin includes Problem Area LA301 and LA302. The area is drained by a network of storm sewer and open channel that create the headwaters of the Lacey Creek tributary.

Problem Area LA301 is located near the intersection of Venard Road and Acorn Avenue in the Lacey Creek Watershed. The Property Owner Survey indicates that street and house flooding occurred in the Problem Area as reported by two residents.

Problem Area LA302 is located along 35th Street between Saratoga Avenue and Venard Road. The Property Owner Survey and 2006 Flood Information indicate that street flooding has occurred in the Problem Area as reported by three residents.



Existing Conditions Analysis

Subbasin LA301: Based on XPSWMM analysis, the system appears to be undersized in the upstream sections. Based on the V3 storm sewer survey (3-24-07), the profiles of some of the storm sewers show apparent settling or incorrect installation resulting in a negative slope. With a no tailwater condition, the system surcharges during the 5-year storm.

Subbasin LA302: Based on HydraFlow analysis, with no tailwater condition, the storm sewer pipes have capacity to convey the 2-year storm without surcharging and flooding at the inlet.

Deviations from Typical Modeling Methods

HydraFlow Storm Sewers 2005 was used to model the lateral storm sewer system along 35th Street. Typical modeling methods suggest that XPSWMM would be used, however due to the simplicity of the local drainage system it was determined that XPSWMM was not necessary.

Existing Hydrologic Calculations

Model Used: WIN TR-20, XPSWMM

Data Reviewed: 2-ft topography for drainage area delineation, 2-ft topo spot elevations to establish overland flow path directions, 2-ft topo for Tc flowpath definition, 2-ft topo for stage-storage relationship, Village of Downers Grove Zoning Map for CN.

Hydrologic Model Assumptions: Drainage area line locations were determined using 2-ft topography and road location.

Subbasin LA301: WIN TR-20 was used to determine the critical duration storm and then the critical duration storm was computed in XPSWMM. Tributary area from Subbasin LA300 was entered as known flow in XPSWMM based on the TR-20 model completed for Subbasin 300 based on a flow rate of 0.15 cfs/acre, which was the Downers Grove regulatory flow rate at the time of the development.

Subbasin LA302: WIN TR-20 was used to determine the critical duration storm and then entered as known flow in HydraFlow.

The hydrologic model and input calculations (Tc and CN) are provided on the included CD.

Existing Hydraulic Calculations

Hydraulics Model Used: XPSWMM, HydraFlow Storm Sewers 2005



Data Reviewed: V3 storm sewer survey (3/24/07) was used for the storm sewer system layout, sizes, and elevations. DuPage County 2-ft topography was used for the natural channel cross sections.

Hydraulic Model Assumptions: The V3 storm sewer survey was used as the best available information for this area.

The hydraulic model is provided on the included CD.

Existing Conditions Model Calibration

Model output was compared to the Property Owner Survey and 2006 Flood Information as Existing Conditions Model Calibration.

Subbasin LA301: The Property Owner Survey indicates street flooding and house flooding during the 2001 storm event. The model indicates that during the 5-year storm event with no tailwater, the storm sewer system will cause surcharging and subsequent flooding at the inlets. The 2001 storm corresponded to a frequency larger than a 5-year storm event; as such, the model appears to corroborate the resident reports.

Subbasin LA302: 2006 Flood information indicates street flooding in this Problem Area. The modeling results indicate that with no tailwater, surcharging of the storm sewer system will occur and cause flooding in the street during the 5-year storm event. The 2006 storm corresponded to a frequency larger than a 5-year event; as such, the modeling results appear to corroborate the resident reports.

Proposed Alternative Description

The design and installation of correctly sized storm sewer is recommended in this area. It is assumed that no stormwater detention is required for these improvements.

Subbasin LA301: Based on XPSWMM analysis, it appears that the system upstream of Hickory Court is undersized and needs to be replaced. Downstream of Hickory Court the system has adequate capacity and no changes were investigated.

With a 10-year tailwater condition, a network of storm sewer pipes ranging from 24 to 48-inches has the capacity to convey the 25-year storm without surcharging and causing flooding at the inlets in the section of the system north of Hickory Court. At Hickory Court, a proposed 48" pipe has the capacity required; however the depth of cover appears insufficient. This could be corrected with a 60x38-inch elliptical pipe or multiple 30 or 36-inch sewers, depending on the exact depth of cover required at the road crossing.



Subbasin LA302: Based on XPSWMM analysis, it appears that the culvert under 35th Street is correctly sized. The culvert does not cause flooding of the street during the 25-year storm event with tailwater conditions. However, a local drainage problem is apparent in the lateral storm sewer system along 35th Street.

Based on HydraFlow design, with a 10-year tailwater condition, a network of storm sewer pipes ranging from 21 to 24-inches have the capacity to convey the 10-year storm via gravity flow and the 25-year storm without surcharging and flooding at the inlet for the system on 35th Street.

Proposed Alternative Modeling

The existing condition models were used as the basis for proposed conditions modeling.

For the design of the system, a 10-year tailwater of 696.2 (from the Lacey Creek FIS profile at the confluence) was assumed. Other design assumptions include: no street flooding during the 25-year critical duration event and pipes flow full with a minimum velocity of 2 feet per second during the 10-year critical duration event. The slope of the proposed pipe was assumed equal to the existing slope. In cases where cover requirements were not being met, or existing slopes provide insufficient capacity, proposed slopes were assumed based on keeping the downstream invert equal to existing conditions.

Pipes were modeled with a conceptual, planning-level detail. Field survey should be performed to verify the storm sewer system and project feasibility prior to preliminary or final design.

In Subbasin LA301, the assumption that the pipes should flow full during the 10-year event was not met in all pipe segments. In order to meet cover and invert restrictions, some pipes flow under pressure during the 10-year event.

Required Permits

A Village of Downers Grove stormwater permit may be required for the installation/reconstruction of the storm sewer system, however if this project is deemed maintenance, it is assumed that a stormwater permit would not be required.

Required Easements

No drainage easements are required for storm sewer replacement within the Village Right-of-Way. It is assumed that a drainage easement exists along the major overland flow path; it is recommended that the Village review existing drainage easements to verify whether a maintenance and/or drainage



easement exists in these areas. Temporary construction easement may also be necessary for site access.

Engineer's Estimated Opinion of Probable Cost

The estimated opinion of probable cost is shown on Table 5.1. Supporting details can be found on the enclosed CD.

Results

The results from both the hydrologic and hydraulic modeling is provided on the included CD.

1.7.4 Subbasin LA304

Description

Subbasin 304 is generally located within Orchard Brook East Subdivision and is roughly bounded by Lacey Creek and Lacey Creek Tributary to the north, Saratoga Avenue to the west, and Highland Avenue to the east. The subbasin includes Problem Area LA304, which is located along Barneswood Drive between Saratoga Avenue and Highland Avenue in the Lacey Creek Watershed. The Property Owner Survey, 1996 Flood Information, and 2006 Flood Information indicate that street, yard, garage, and basement flooding occurred in the area as reported by 13 residents. The area is drained by several storm sewers, ranging in size from 10-inch to 24-inch, that each outlet directly to Lacey Creek. A review of the FEMA Flood Insurance Study (FIS) shows the area is entirely contained within the 10-year flood plain elevation of Lacey Creek.

Existing Conditions Analysis

A review of the FIS and topographic mapping suggests that the 10-year flood plain is approximately 2.2 feet higher than the low point on Barneswood, and the 100-year flood plain is approximately 2.7 feet higher than the low point on Barneswood Drive. As such, reported drainage problems in this area are not unexpected.

A review of the FEMA Flood Insurance Study profile and hydraulic model for Lacey Creek suggests that the culverts at Saratoga and Venard downstream of the problem areas are restrictive. These structures are both overtopped by the 10-year storm event and result in significant backwater through the problem areas and across Highland Avenue.

HydraFlow modeling of the local drainage system on Barneswood indicates that with a 10-year tailwater elevation on the storm sewer outlets, surcharging of the storm sewer system will occur causing flooding in the street during all storm events. With a free

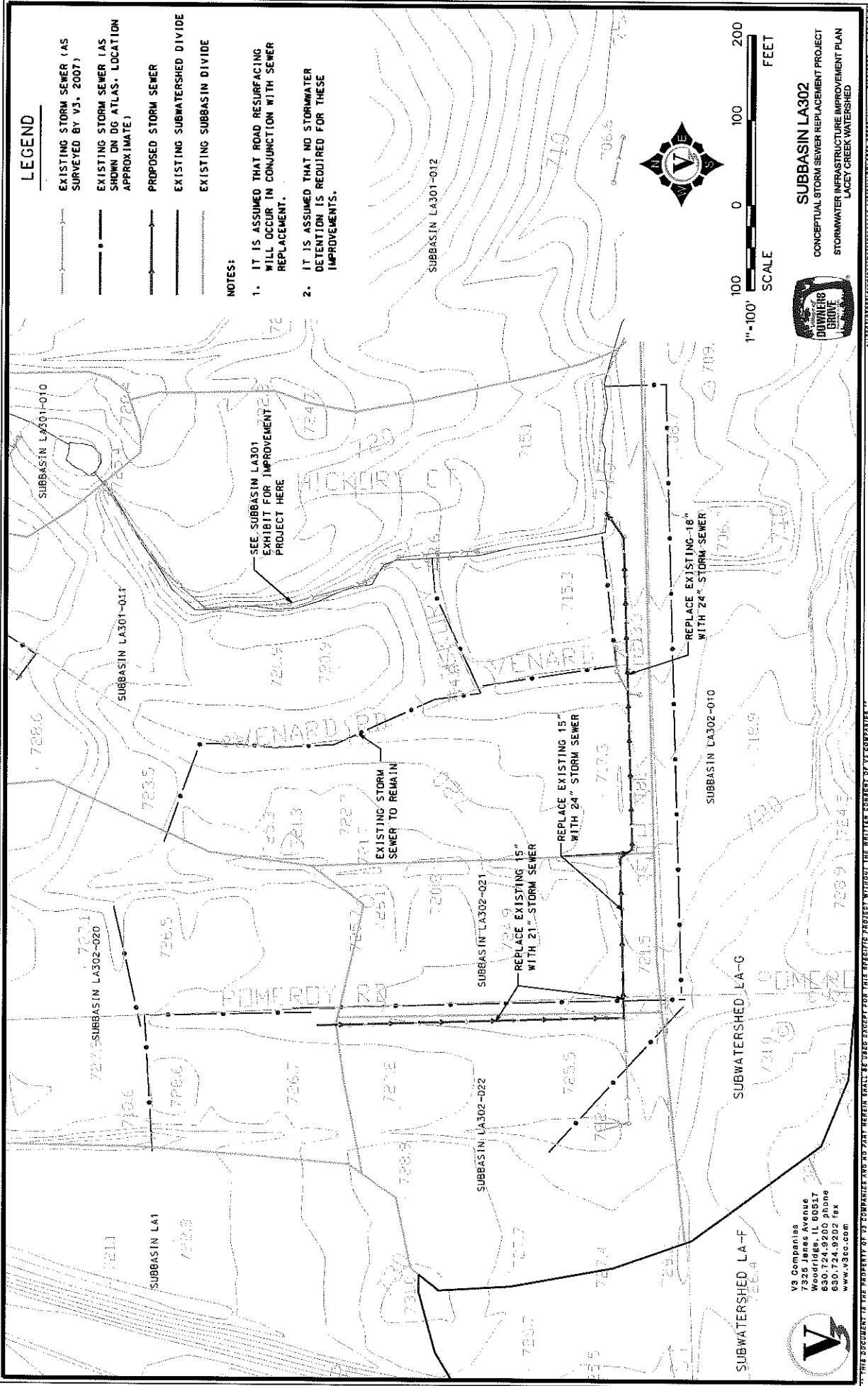


LEGEND

- EXISTING STORM SEWER (AS SURVEYED BY V3, 2007)
- EXISTING STORM SEWER (AS SHOWN ON DG ATLAS, LOCATION APPROXIMATE)
- PROPOSED STORM SEWER
- EXISTING SUBWATERSHED DIVIDE
- EXISTING SUBBASIN DIVIDE

NOTES:

1. IT IS ASSUMED THAT ROAD RESURFACING WILL OCCUR IN CONJUNCTION WITH SEWER REPLACEMENT.
2. IT IS ASSUMED THAT NO STORMWATER DETENTION IS REQUIRED FOR THESE IMPROVEMENTS.



SUBBASIN LA302
CONCEPTUAL STORM SEWER REPLACEMENT PROJECT
STORMWATER INFRASTRUCTURE IMPROVEMENT PLAN
LACEY CREEK WATERSHED

V3 Companies
7325 Jares Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com



THIS DOCUMENT IS THE PROPERTY OF V3 COMPANIES AND NO PART HEREIN SHALL BE USED EXCEPT FOR THIS SPECIFIC PROJECT WITHOUT THE WRITTEN CONSENT OF V3 COMPANIES.

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

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



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

March 4, 2011

Mr. Jim Tock, P.E.
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Proposal for Engineering Services
Lacey Creek (Sub G) Stormwater Improvements
35th Street, between Pomeroy Road & Saratoga Avenue
Proposal No. SW-067

Dear Mr. Tock:

James J. Benes & Associates, Inc. is pleased to submit our qualifications and proposal to provide professional engineering and environmental services for the preparation of a stormwater report for the project mentioned above. The report will examine several alternative designs, make recommendations for the proposed improvements, and provide a preliminary cost estimate for each alternative.

Coordination with Village Staff

Our proposal outlines our approach to the project by listing the specific tasks to be performed. Close coordination at the onset of our work will enable us to establish a clear understanding of your goals for the improvement, and will ensure that the schedule is met.

Sufficient Staffing

A project schedule is included in the proposal. We are confident that we have the available staffing to meet the anticipated schedule for the project. The key personnel to be assigned to work on this project have extensive experience on similar projects, and are familiar with the proposed scope of work.

Similar Experience

We have extensive experience working with numerous governmental agencies on drainage investigations, location drainage studies, best management practices for water quality, and preliminary and final plan and document preparation for similar types of improvements. These agencies include: the Illinois Department of Transportation, DuPage County Department of Economic Development and Planning and Department of Public Works; City of Warrenville; City of Elmhurst; Village of Lisle; Village of Riverside; and Village of Western Springs. We believe that you will find that James J. Benes & Associates has the qualifications, capabilities and experience to perform the requested engineering and environmental services for the proposed stormwater improvements.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.


James E. Darnell, P.E., CFM
Vice President

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

PROJECT UNDERSTANDING & APPROACH

The Village of Downers Grove seeks the professional engineering services for the preparation of drainage reports to address solutions to historical flooding problems along 35th Street, between Pomeroy Road and Saratoga Avenue. The reports will provide alternate designs, with cost estimates, and a recommended course of action. After the Village has selected the preferred alternatives, final engineering plans, specifications and cost estimates will be prepared and provided to the Village for letting.

The project location is outside the limits of the regulatory (100-year) flood plain, as shown on DuPage County Regulatory Flood Maps and FEMA Flood Insurance Rate Maps. Therefore, the project location is not a defined riparian environment under the Countywide Stormwater and Flood Plain Ordinance and riparian mitigation will not be required. There is an intermittently flowing waterway in Part 2 (see below) and the Army Corps of Engineers may or may not take jurisdiction. Coordination with the Corps and a request for a Letter of No Objection will be required as part of the final engineering process for Part 2. As Downers Grove is a complete waiver community, the final plans will not have to be submitted to the DuPage County Department of Economic Development and Planning for certification before issuance of a Village stormwater permit.

The proposed improvements will be divided into three parts. The proposed improvements will be designed to avoid a negative impact on upstream, adjacent or downstream properties. The proposed improvements for each part shall be compatible with each other. The three parts are:

- Part 1: The 35th Street pavement is prone to severe flooding at the low spot approximately 540 feet west of Saratoga Avenue. The Village of Downers Grove Watershed Infrastructure Improvement Plan (WIIP) concludes that pavement flooding will occur at this location for rainfall exceeding the 20% annual probability (5-year) storm event. The property to the north is higher and drains to a single inlet in the north parkway. Soil erosion is evident around the inlet. There are also curb inlets on each side of 35th Street at the low point. The existing storm sewer crossing discharges to a creek on the south side of 35th Street. The storm sewer outfall and the swale along the south side of 35th Street constitute the headwaters of Lacey Creek Tributary B. The pavement flooding / overtopping is likely caused by inadequate pipe size or inlet capacity.
- Part 2: A drainage problem has been identified in an open ditch along the west and south sides of the lot at 3471 Hickory Court. This property backs up to 35th Street. A multi-barrel culvert under Hickory Court conveys runoff from the residential neighborhood to the north into a ditch, which flows south to the 35th Street right-of-way and then east, where it enters a storm sewer which drains east to the low spot mentioned in



35th Street Drainage Improvements Village of Downers Grove, Illinois

Part 1. Village staff has witnessed standing water and soil erosion in the open ditch. The ditch is overgrown with tall weedy plants and has relatively poor ground cover. There appears to be sufficient fall from Hickory Court to the headwall on the north side of 35th Street, so standing water in the ditch is likely caused by debris blocking the headwall or a tailwater condition in the 35th Street storm sewer.

- Part 3: The WIIP identifies undersized storm sewers in the Lacey Creek Sub-watershed G, and recommends replacing approximately 370 feet of 15" storm sewer on Pomeroy Road with 21" storm sewer, replacing approximately 190 feet of 15" storm sewer on 35th Street with 24" storm sewer, and replacing approximately 400 feet of 18" storm sewer on 35th Street with 24" storm sewer. The Village wishes to explore alternatives to storm sewer replacement, including stormwater runoff storage and bioswale improvements.



The general project work includes the following tasks:

- Description of the drainage problems. (Parts 1, 2 and 3)
- Gathering data to be used in the drainage analysis. (Parts 1, 2 and 3)
- Identification of two or three design alternatives for each drainage problem. (Parts 1, 2 and 3)
- Preparation of preliminary cost estimates for each of the alternative designs. (Parts 1, 2 and 3)
- Coordination with Village staff to discuss the findings and to determine the preferred alternative design. (Parts 1, 2 and 3)
- Preparation of a Drainage Report for each problem. (Parts 1 and 2)
- Wetland determination and, if necessary, wetland delineation. (Parts 1 and 2)
- Preparation of final engineering plans, specifications and cost estimates. (Parts 1 and 2)
- Permitting process through the Village of Downers Grove. If there are any known wetland or wetland buffer impacts, the permitting process will also include the ACOE, IEPA, IDNR and USFWS. (Parts 1 and 2)

SCOPE OF SERVICES

1. Data Collection and Review Engineering studies and plans, atlases and other utility information will be obtained from the Village and utility companies to assist in identifying existing underground facilities. Two-foot contour aerial mapping will be obtained from the Village. (Parts 1, 2 and 3)
2. Soils Investigation We will review any Village-provided geotechnical reports, including soil borings and pavement cores. The success Infiltration best management practices is dependent on the permeability of the underlying soil. The cost of borings and cores is not included in the scope of work.
3. Existing Conditions List the drainage problems and identify the factors affecting the problem areas. Determine tributary areas from 2-foot contour mapping. Model the existing watersheds to determine runoff volume and peak runoff rates to the affected areas. (Parts 1, 2 and 3)
4. Alternatives Develop two or three alternative designs to mitigate each drainage problem. These alternatives may include increased inlet capacity, increased conveyance capacity, stormwater storage facilities, bioswales and other best management practices to reduce runoff volumes, or a combination of these improvements. (Parts 1, 2 and 3)
5. Preliminary Cost Estimates Develop preliminary construction cost estimates for each alternative design. (Parts 1, 2 and 3)
6. Coordination Meet with Village staff to review the drainage problems, the factors affecting the problem areas and alternative solutions. Reach a consensus with Village staff on the preferred solutions to each problem. (Parts 1, 2 and 3)
7. Drainage Report Prepare a drainage report for each problem area, including a discussion of the drainage problem, the cause of the problem, possible alternative solutions with estimated costs, and the recommended course of action. (Parts 1, 2 and 3)
8. Field Survey After concurrence by the Village on the recommended course of action, a field survey will be performed along the 35th Street corridor, using total station surveying equipment. A baseline will be established for plan preparation and future construction layout. The locations of all items of planimetry (i.e. driveways, trees, fences, signs, utilities, wetlands, etc.) within the right-of-way will be located. The sizes and inverts of all sewers will be established. Cross sections will be taken at 50 foot intervals and at all driveways and intersecting streets. A permanent benchmark will be established within the project limits. English units and the Village/County vertical and horizontal control will be used for all measurements. The survey work will be performed by a registered Professional Land Surveyor. (Parts 1 and 2).
9. Wetland and Wetland Buffer The area within 100 feet of the proposed improvements will be inspected to determine if wetlands are present. Part 1 does not appear to have any wetland impacts but this will have to be confirmed in the spring. Part 2 contains a creek with defined banks and intermittent flow. Historically, the Army Corps of Engineers has taken jurisdiction over such areas and early coordination with them is required. If the wetland determination returns a positive result, the wetlands will be delineated and the staked limits will be incorporated into the field survey. (Parts 1 and 2).
10. Base Plan Sheets Base plan sheets and cross section sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the

**35th Street Drainage Improvements
Village of Downers Grove, Illinois**

Village and utility companies. The base sheets will be prepared in AutoCAD format and will show all existing pavements, sidewalks, utilities, trees, property lines, street addresses and other features that may impact the proposed construction. (Parts 1 and 2).

11. Design Engineering The horizontal alignment, vertical alignment, and design elements of the proposed drainage improvements will be established using Village and IDOT policies and procedures. (Parts 1 and 2).
12. Plan Preparation Final engineering plans will be prepared using English units and standard IDOT symbols. (Parts 1 and 2). The plans will include the following plan sheets:
 - a. Title Sheet
 - b. General Notes/Index/Typical Section(s)
 - c. Summary of Quantities and Quantity Schedules Plan Sheets
 - d. Alignment and Ties/Listing of Benchmarks Plan Sheet
 - e. SWPPP and Tree Protection Plan Sheets
 - f. Plan and Profile Sheets
 - g. Landscape Plan Sheets
 - h. Cross Section Plan Sheets
 - i. Construction Detail and Standard Drawing Sheets
13. Special Provisions and Bidding Documents Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village and IDOT policies and procedures. (Parts 1 and 2).
14. Estimates of Cost and Time Estimates of construction cost and an estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans. (Parts 1 and 2).
15. Submittals and Reviews One (1) hard copy and one (1) electronic copy of the final plans, specifications and cost estimates will be submitted to the Village at the 50% and at the 90% stage of completion for review and comment. One (1) hard copy and one (1) electronic copy of the final plans, contract specifications, and estimates of cost and time, plus all supporting documentation, will be submitted to the Village for use in bidding and construction. (Parts 1 and 2).

FIRM QUALIFICATIONS & EXPERIENCE

JAMES J. BENES AND ASSOCIATES, INC. was founded as a Professional Civil Engineering Corporation in 1970. Since that time, we have served more than 160 individual public and private clients in over 60 communities in 5 states. Our services have included engineering reviews and studies, final design, construction inspection, and environmental studies for many types of projects.

We have been pre-qualified with the Illinois Department of Transportation since 1970 and are currently pre-qualified to perform the following services:

PLANS, SPECIFICATIONS AND ESTIMATES

- ROADS AND STREETS
- TRAFFIC SIGNALS
- LIGHTING

STUDIES

- DRAINAGE
- TRAFFIC
- FEASIBILITY

LOCATION AND DESIGN STUDIES

- REHABILITATION
- RECONSTRUCTION/MAJOR REHABILITATION

SPECIAL SERVICES

- ROUTE SURVEY
- CONSTRUCTION INSPECTION

Combined Location/Design Reports, Drainage and Environmental Studies, final design plans and documents have been prepared for the Illinois Department of Transportation (IDOT) for State Highway roadway improvements in the Chicago metropolitan area. We are very proud to have recently received the Award for Exceptional Consulting Engineering Service from IDOT for one of our Phase II design engineering projects.

Our municipal engineering experience has included preparation of plans and specifications for a wide variety of roadway improvements varying in complexity from resurfacing to major widening and reconstruction projects. Natural resources, including wetlands and riparian habitats are involved in many of these projects. The construction elements of these projects have included conversion from rural to urban cross section, new drainage systems, sidewalk/bike paths, street lighting, water and sanitary improvements, traffic signals, wetland mitigation and parkway restoration.

We are very pleased that 85 to 90 percent of our work in recent years has been with previous municipal clients. We believe that the firm has been given the opportunity to serve our municipal clients again because of the satisfaction with the quality of service that has been provided. Our current staffing and workload will allow us to meet the Village's anticipated schedule for the proposed drainage improvements along the 35th Street corridor. If selected by the Village to perform the design engineering services, we will ensure that staffing is available to meet the project's design and schedule requirements.

SIMILAR EXPERIENCE

The following is a listing of our recent experience on comparable municipal drainage studies and storm sewer improvements.

➤ **Village of Lisle**

- Garfield Stormwater Retention Basin The scope of work included field surveys, hydrologic and hydraulic modeling and preparation of a drainage study, a wetland impact analysis, preparation of final plans, specifications and cost estimates, to construct a 4.6 acre-foot regional stormwater retention pond. The work included coordination with the County, the State and the Army Corps of Engineers, and included storm sewers, control and overflow structures, landscaping and fountains.
- 2010 Drainage Improvements The scope of work included a field survey, hydrologic and hydraulic modeling, and preparation of final plans, specifications and a cost estimate, to provide 2,200 feet of storm sewers in a residential neighborhood and in flood plain.

➤ **City of Elmhurst**

- Parkside Storm Sewer Improvements The scope of work included a field survey, hydrologic and hydraulic modeling, preparation of a drainage study with recommendations for drainage improvements, and preparation of a preliminary cost estimate to address a residential neighborhood flooding problem.
- Kenmore Avenue Drainage Investigation The scope of work included a field survey, hydrologic and hydraulic modeling, preparation of a drainage study with recommendations for drainage improvements, and preparation of a preliminary cost estimate to address a residential neighborhood flooding problem.
- Sportsman's Club Drainage Investigation The scope of work included a field survey, hydrologic and hydraulic modeling, preparation of a drainage study, a wetland impact analysis, and preparation of a preliminary cost estimate to address a residential neighborhood drainage problem upstream from the Sportsman's Club.

➤ **City of Warrenville**

- Ivan Albright Street Drainage Study The scope of work included a field survey, hydrologic and hydraulic modeling, preparation of a drainage study, and preparation of a preliminary cost estimate to address a residential neighborhood drainage problem.
- Citywide Drainage Study The scope of work included investigation of reported flooding throughout the City and preparation of a drainage report. The report included hydrologic and hydraulic modeling, identification of deficiencies, recommended drainage improvements, and construction cost estimates.
- West Avenue Drainage Improvements The scope of work included a field survey, hydrologic and hydraulic modeling, and preparation of final plans, specifications and a cost estimate, to provide 21" and 27" relief sewers in a residential neighborhood.

SIMILAR EXPERIENCE (continued)

➤ **Village of Western Springs**

- 40th Street Storm Sewer Improvements The scope of work included a field survey, hydrologic and hydraulic modeling, and preparation of final plans, specifications and a cost estimate, to provide a 24" relief sewer from Franklin Ave. to Howard Ave.

➤ **DuPage County**

- 55th Place Drainage Improvements The scope of work included a field survey, hydrologic and hydraulic modeling, preparation of a drainage study, a wetland impact analysis, and preparation of a preliminary cost estimate to address a residential neighborhood drainage problem.
- 2003 Drainage Projects The scope of work included field surveys, hydrologic and hydraulic modeling, preparation of a drainage study, a wetland impact analysis, preparation of final plans, specifications and cost estimates, and preparation of easement documents, to address residential neighborhood drainage problems at three locations.

LIST OF REFERENCES

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, ILLINOIS 60558
Mr. Matthew Supert, Acting Director of Municipal Services
(708) 246-1800

VILLAGE OF RIVERSIDE
27 RIVERSIDE ROAD
RIVERSIDE, ILLINOIS 60546
Mr. Edward Bailey, Director of Public Works
(708) 447-2700 708 447 3590

VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60521
Mr. Michael Houlihan, Director of Public Works
(630) 990-3000

VILLAGE OF LISLE
925 BURLINGTON AVENUE
LISLE, ILLINOIS 60532
Mr. Jason Elias, Director of Public Works
(630) 271-4170

ILLINOIS DEPARTMENT OF TRANSPORTATION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196
Mr. Ken Eng, Bureau of Design
(847) 705-4247

VILLAGE OF BARRINGTON
206 S. HOUGH STREET
BARRINGTON, ILLINOIS 60010-4399
Mr. Dennis Burmeister, Director of Public Works
(847) 381-7903

CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, IL 60126
Mr. Michael Hughes, Director of Public Works
(630) 530-3020

KEY STAFF RÉSUMÉS

James J. Benes and Associates, Inc. will use a project team approach for the engineering design and construction contract plans and documents preparation. Our project team members have significant experience in preliminary engineering studies, final design and plan preparation, and construction of drainage improvements similar to those proposed along 35th Street. We will make a continually monitor the workloads of each of the members of the project team to ensure that the project schedule is met.

James E. Darnell, P.E., CFM. will serve as the Project Manager. He has substantial experience as a Project manager on numerous similar projects for our municipal clients. Mr. Darnell will be a primary contact person for the Village staff and will be involved in the project on a daily basis. He will direct the activities of project team members.

Thomas Adomshick, P.E. will serve as the director of Quality Assurance and Control. He will be the secondary contact person for Village staff and will review all materials before submittal to ensure compliance with Village design procedures.

David Koldoff, CPESC will serve as the environmental scientist. He will be the contact person for Village staff on environmental issues and will be responsible for wetland and riparian permitting and mitigation design.

Project Engineer for the preliminary and final design preparation, as well as the final contract plans and specifications, will be *Joshua Strait, P.E.* The Project Engineer will perform the design and prepare the plans and documents under the guidance of Mr. Darnell and will direct the operations of the engineering technicians and clerical staff.

Key Personnel

James E. Darnell, P.E., CFM

Senior Vice President

Mr. Darnell is a principal and Senior Vice President of James J. Benes & Associates, with 36 years experience in engineering design, plan review and construction inspection. His assignments have included roadway, sanitary sewer, water main, site development, streetlighting and drainage projects and plan reviews. He is a member of the American Public Works Association, the Association of State Floodplain Managers and the Illinois Association for Stormwater and Floodplain Management.

Education

*BS, Civil Engineering
University of Wisconsin -
Platteville
Platteville, WI, 1975*

*FEQ Short Course
ASCE*

*IDOT Policy and Project
Management Seminar*

*Evaluation & Rehabilitation
of Pavements Seminar
University of Wisconsin*

*Phase 1 Public Involvement
Workshop
IDOT & CECI*

Professional Registrations

Professional Engineer – IL

Professional Engineer – WI

*Certified Floodplain
Manager - ASFPM*

Experience

Kenmore Avenue Drainage Investigation

Client: City of Elmhurst

Project manager responsible for preparation of a drainage report with recommendations related to street flooding in a residential neighborhood. The scope of work included interviews with residents and basement inspections. The existing storm sewer system was analyzed and emergency overflow routes were surveyed.

Sportsman's Club Drainage Investigation

Client: City of Elmhurst

Project manager responsible for preparation of a drainage report related to street flooding in a residential neighborhood. The downstream drainage ditch and wetlands were analyzed and recommendations for drainage improvements were included in the report.

West Avenue Drainage Improvements

Client: City of Warrenville

Project manager responsible for hydrologic and hydraulic modeling and preparation of final plans, specifications and cost estimates for the installation of a 21" to 27" storm sewer. The project was designed to alleviate residential flooding and included a large inlet box to intercept runoff and route it around a low-lying area.

2003 Drainage Projects

Client: County of DuPage

Project manager responsible for field survey, hydrologic and hydraulic modeling, preparation of a drainage report with recommendations, and preparation of final plans and cost estimates for the construction of storm sewer systems designed to alleviate flooding in three residential neighborhoods in the County.

Key Personnel

Thomas Adomshick, P.E., PTOE

Vice President

Mr. Adomshick is a principal and Vice President of James J. Benes & Associates, with 22 years experience in engineering design, traffic studies, environmental studies, plan review and construction inspection. His assignments have included roadway, sanitary sewer, water main, streetlighting and drainage projects and traffic study and plan reviews. He is a member of the Institute of Transportation Engineers.

Education

*BS, Civil Engineering
Penn State University
State College, PA, 1983*

*Policy and Procedure &
Project Management
Seminar
IDOT & CECI*

*Construction Materials
Seminar, IDOT & CECI*

*Neighborhood Design and
Traffic Calming Seminar
University of Wisconsin*

*Highway Capacity
Workshop
Northwestern University*

*Environmental Analysis of
Highway Projects Seminar
University of Wisconsin*

Professional Registrations

*Professional Engineer – IL
since 1988*

*Professional Traffic
Operations Engineer
(certification) since 2003*

Experience

22nd Street/York Road Improvements – Phases I, II & III

Client: Village of Oak Brook

Project manager responsible for the preparation of a Phase I Project Development Report; preparation of final plans, specifications and cost estimates; and construction management for a \$4.6 million intersection widening and resurfacing project. The STP funded project included construction of dual left turn lanes and single right turn lanes at a major intersection. It also included two new traffic signal installations, interconnection between six signalized intersections, a new roadway lighting system, and storm sewer improvements.

Illinois Route 56 – Phase II

Client: Illinois Department of Transportation

Project manager responsible for the preparation of Phase II final engineering plans and specifications for widening and reconstruction of 1.7 miles of State Route 56 in the City of Oakbrook Terrace. The project included intersection improvements, storm sewer improvements and traffic signal modernization.

Forest Avenue Improvements - Phases I, II & III

Client: Village of Riverside

Project manager responsible for the preparation of a Phase I Project Development Report; preparation of final plans, specifications and cost estimates; and construction management for the resurfacing of 2,100 feet of streets in a designated historic district. The work also included drainage improvements and coordination with the local business community

Key Personnel

Joshua D. Strait, P.E.

Project Engineer

Mr. Strait is a project engineer with nine years experience in engineering design, plan review and construction inspection. His assignments have included roadway, water main and drainage projects.

Education

*BS, Civil Engineering
University of Illinois
Champaign, IL, 2002*

*IDOT Documentation
Seminar*

Professional Registrations

Professional Engineer – IL

Experience

2010 Drainage Improvements

Client: Village of Lisle

Project engineer responsible for the field survey, hydrologic and hydraulic modeling, and preparation of final plans, specifications and estimates for the construction of 2,200 feet of storm sewers in a residential neighborhood. Much of the work was in floodplain, so the design had to be coordinated with DuPage County.

Central Avenue Reconstruction

Client: City of Wood Dale

Project engineer responsible for construction management for the reconstruction of 3,811 feet of pavement. The \$1.3 million project also included 3,100 feet of storm sewers and coordination with the local business community and residents.

Central Avenue Reconstruction

Client: Village of Western Springs

Project engineer responsible for construction management for the reconstruction of 3,356 feet of pavement on a Village street. The \$1.4 million project also included 3,642 feet of storm sewers and coordination with the local business community and residents.

Rose Avenue Reconstruction

Client: Village of Western Springs

Project engineer responsible for design engineering and construction management for the reconstruction of 970 feet of pavement in a residential neighborhood. The \$480,000 project also included 643 feet of storm sewers and 1,030 feet of water main.

Montclare Lane Reconstruction

Client: City of Wood Dale

Project engineer responsible for construction management for the reconstruction of 3,670 feet of pavement in a residential neighborhood. The \$2.2 million project also included 4,610 feet of storm sewers and 4,100 feet of water main.

Key Personnel

David A. Koldoff, CPESC

Director of Natural Resources

Mr. Koldoff has more than 15 years of experience in land-use planning and environmental surveys and has completed several hundred projects in DuPage County involving Best Management Practices (BMPs), site construction, and stormwater permitting. He has completed projects in every DuPage County municipality, including more than 50 in Downers Grove. David has managed stormwater-related projects on behalf of DuPage County DOT, DEC, and the Forest Preserve District. Many projects involved wetland and riparian analysis and mitigation, many of which involved state and federal agency coordination. David has extensive expertise in BMP design and streambank stabilization. He is an ISA-Certified Arborist, a Certified Wetland Specialist, and a Certified Professional in Erosion and Sediment Control (CPESC).

Education & Registrations:

*Bachelor of Science,
Environmental Biology
Eastern Illinois Univ. 1993*

*The Morton Arboretum
Research Dept. and
Collections Dept., 1993*

ISA -Arborist (IL-4729A)

CPESC (#4509)

*Institute of Wetland and
Environmental Education
and Research*

*Kane County Wetland
Review Specialist (#W-011)*

*Lake County Certified
Wetland Specialist, and
Designated Erosion Control
Inspector (DECI)*

Experience:

Municipal Review Services

Completed BMP and Special Management Area review services for several municipalities including but not limited to Elmhurst; Hinsdale; Lisle; Warrenville; Western Springs; and Woodridge. Responsibilities include review of BMP plans, mitigation designs, and cost estimates for construction permitting.

DuPage County Division of Transportation (Various Projects)

Review and preparation of wetland submittals and supportive documentation in conjunction with administration of county and municipal stormwater and floodplain ordinance. Completed various roadway projects in Downers Grove including: Highland Avenue; 75th Street; and Fairview Avenue.

Naperville River Walk Phase I Renovation

Client: City of Naperville

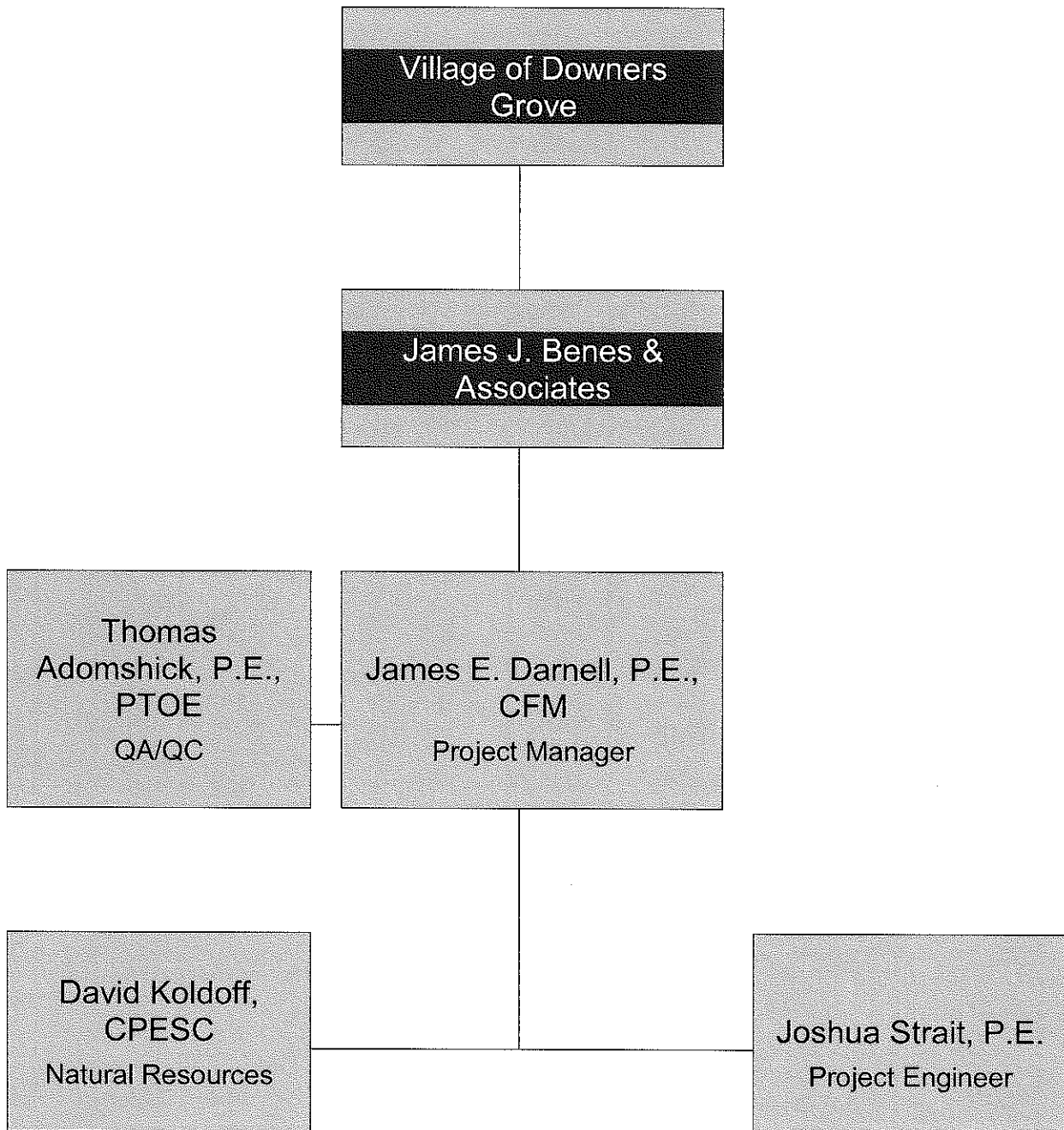
Arborist responsible for tree impact assessments resulting from proposed Riverwalk and Amphitheatre renovation, including bulkhead wall and retaining wall removal along a 400-foot section of the City of Naperville's renowned downtown Riverwalk.

Other Representative Projects:

Northside Park Lake Restoration – Wheaton Park District
Lyman Woods Streambank Restoration – Downers Grove P.D.
Cantigny Park Re-development – Cantigny Foundation, Wheaton, IL
E. Highlands Subdivision Roads and Sidewalk – City of Naperville

PROJECT ORGANIZATIONAL CHART

LACEY CREEK (SUB G) STORMWATER IMPROVEMENTS
35th STREET FROM POMEROY TO w/o SARATOGA
VILLAGE OF DOWNERS GROVE, ILLINOIS



PROPOSED PROJECT SCHEDULE

Notice to proceed	April 15, 2011
Data collection and review	April 22, 2011
Existing conditions and watershed modeling	May 6, 2011
Coordination meeting with Village staff	May 10, 2011
Drainage reports and cost estimates	May 27, 2011
Coordination meeting with Village staff	May 31, 2011
Field survey	June 3, 2011
Wetland determination & delineation	June 3, 2011
Submit 50% plans, specs & estimates to Village	June 24, 2011
Coordination meeting with Village staff	June 27, 2011
Submit 90% plans, specs & estimates to Village	July 15, 2011
Coordination meeting with Village staff	July 18, 2011
Submit final plans, specs & estimates to Village	July 27, 2011

JAMES J. BENES & ASSOCIATES, INC.
FEE PROPOSAL WITH ESTIMATE OF MAN-HOURS AND COSTS

James J. Benes and Associates proposes compensation for engineering services based on an hourly rate plus expenses basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. The amount of the invoice will be determined as follows:

- | | | |
|----|--|--|
| A. | Direct Payroll: | Hours X Hourly Rate by Individual |
| B. | Expansion for Overhead and Payroll Burden: | Direct Payroll X IDOT Approved Rate
(Our current IDOT Approved Rate is 140.00%) |
| C. | Expansion for Professional Fee: | (Item A + B) X 15% |
| D. | Direct Cost: | At actual cost |
| E. | Total Invoiced Amount: | (Item A + B + C + D) |

Schedule of Labor Rates

Average Hourly Direct Payroll Rates per Classification

Classifications	Year 2011 Payroll Rates
Principal / Project Manager	\$59.00
Natural Resources Scientist	\$39.50
Project Engineer	\$32.75
Field Technician	\$22.00
CAD Technician	\$24.25

The not-to-exceed total for this project is **\$33,362**. See the attached Estimate of Man-hours and Costs for details.

ESTIMATE OF HOURS AND COST

DATE: 07-Mar-11
 CLIENT: Village of Downers Grove
 PROJECT: Lacey Creek (Sub G) Stormwater Improvements
 35th Street between Pomeroy Road and Saratoga Avenue

CATEGORY OF SERVICE	PRINC.	ENVIRON SCIENTIST	PROJ. ENGR	TECH	TOTAL HOURS	DIRECT PAY	TOTAL PAY COST	DIRECT COST	TOTAL COST
Part 1 - 35th Street Pavement Flooding									
1. Data collection and review	0	0	4	0	4	\$131	\$362		\$362
2. Identify existing conditions	1	0	4	0	5	\$190	\$524		\$524
3. Design alternatives	1	0	8	0	9	\$321	\$886		\$886
4. Preliminary cost estimates	0	0	4	0	4	\$131	\$362		\$362
5. Coordination with Village staff	0	0	4	0	4	\$131	\$362		\$362
6. Drainage reports and recommendations	1	0	16	4	21	\$680	\$1,877		\$1,877
7. Field survey	0	0	0	2	2	\$49	\$134	\$2,900	\$3,034
8. Wetland determination and delineation	0	4	0	0	4	\$158	\$436		\$436
9. Base plan sheets	0	0	4	8	12	\$325	\$897		\$897
10. Design engineering	1	0	4	0	5	\$190	\$524		\$524
11. Final engineering plans	1	0	2	8	11	\$319	\$879		\$879
12. Specifications and bidding documents	1	0	8	0	9	\$321	\$886		\$886
13. Final cost estimates and time estimates	0	0	6	0	6	\$197	\$542		\$542
14. QA / QC	4	0	0	0	4	\$236	\$651		\$651
Part 2 - Drainage Ditch at 3471 Hickory Court									
1. Data collection and review	0	0	4	0	4	\$131	\$362		\$362
2. Identify existing conditions	1	0	4	0	5	\$190	\$524		\$524
3. Design alternatives	1	4	8	0	13	\$479	\$1,322		\$1,322
4. Preliminary cost estimates	0	0	4	0	4	\$131	\$362		\$362
5. Coordination with Village staff	0	4	8	0	12	\$420	\$1,159		\$1,159
6. Drainage reports and recommendations	1	0	16	4	21	\$680	\$1,877		\$1,877
7. Field survey	0	0	0	2	2	\$49	\$134	\$3,000	\$3,134
8. Wetland determination and delineation	0	24	0	0	24	\$948	\$2,616		\$2,616
9. Base plan sheets	0	0	4	8	12	\$325	\$897		\$897
10. Design engineering	1	0	4	0	5	\$190	\$524		\$524
11. Final engineering plans	1	2	2	8	13	\$398	\$1,097		\$1,097
12. Specifications and bidding documents	1	0	8	0	9	\$321	\$886		\$886
13. Final cost estimates and time estimates	0	0	6	0	6	\$197	\$542		\$542
14. QA / QC	4	0	0	0	4	\$236	\$651		\$651
Part 3 - 35th Street & Pomeroy Road Storm Sewer									
1. Data collection and review	0	0	4	0	4	\$131	\$362		\$362
2. Identify existing conditions	1	0	4	0	5	\$190	\$524		\$524
3. Design alternatives	1	0	8	0	9	\$321	\$886		\$886
4. Preliminary cost estimates	0	0	4	0	4	\$131	\$362		\$362
5. Coordination with Village staff	1	0	4	0	5	\$190	\$524		\$524
6. Drainage reports and recommendations	1	0	16	4	21	\$680	\$1,877		\$1,877
7. QA / QC	4	0	0	0	4	\$236	\$651		\$651
TOTAL COST FOR DESIGN									
	28	38	172	48	286	\$9,950	\$27,462	\$5,900	\$33,362

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

James J. Benes and Associates, Inc.
Company Name

Date: March 7, 2011

950 Warrenville Road, Suite 101
Street Address of Company

jdarnell@jjbenes.com
Email Address

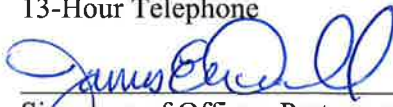
Lisle, IL 60532
City, State, Zip

James E. Darnell
Contact Name (Print)

630-719-7570
Business Phone

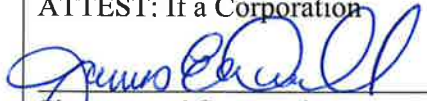
630-719-7573
13-Hour Telephone

630-719-7589
Fax


Signature of Officer, Partner or
Sole Proprietor

James E. Darnell, P.E., CFM, Vice President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

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.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: James J. Benes and Associates, Inc.

ADDRESS: 950 Warrenville Road, Suite 101

CITY: Lisle

STATE: Illinois

ZIP: 60532

PHONE: 630-719-7570 **FAX:** 630-719-7589

TAX ID #(TIN): 36-2694755

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

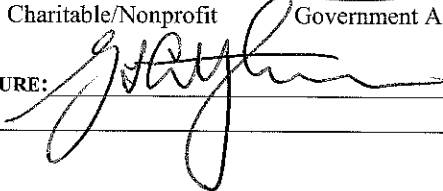
ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: 

DATE: March 7, 2011

Village of Downers Grove

PROPOSER'S CERTIFICATION

Lacey Creek (Sub G) Storm Water
Improvements -35th Street between

With regard to Saratoga and Venard, proposer James J. Benes and Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____

Proposer's Authorized Agent

3 6 - 2 6 9 4 7 5 5

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number



Subscribed and sworn to before me
this 7th day of March, 2011.

Tori Aper
Notary Public

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of James J. Benes and Associates, Inc., and the full names of its Officers are as follows:

President: Gary L. Cottingham, P.E.

Secretary: James E. Darnell, P.E.

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of _____.

(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 _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Euclid Insurance Agencies

Agent David L. Gordon

Village of Downers Grove

Street Address 234 Spring Lake Drive

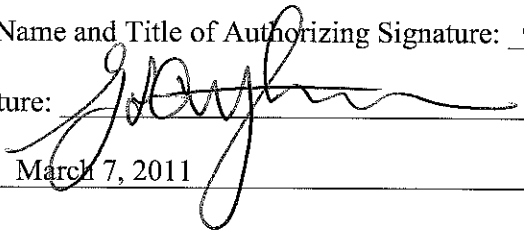
City, State, Zip Code Itasca, Illinois, 60143

Telephone Number 630-694-1128

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

Print Name of Company: James J. Benes and Associates, Inc.

Print Name and Title of Authorizing Signature: Gary L. Cottingham, President

Signature: 

Date: March 7, 2011

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.

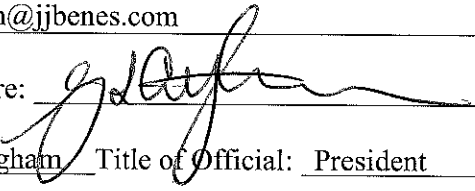
Company Name: James J. Benes and Associates, Inc.

Address: 950 Warrenville Road, Suite 101

City: Lisle Zip Code: 60532

Telephone: (630) 719-7570 Fax Number: (630) 719-7589

E-mail Address: gcottingham@jjbenes.com

Authorized Company Signature: 

(Print)Name: Gary L. Cottingham Title of Official: President

Date: March 7, 2011

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.

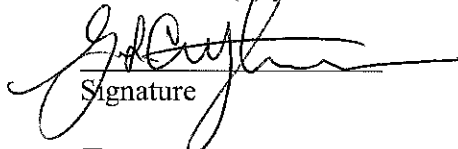
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 penalty of perjury, I declare:

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


Signature

Gary L. Cottingham
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

2011-2015 Capital Project Sheet

Project # **SW-067**

Project Description

Lacey Creek (Sub G) - 35th St. between Saratoga and Venard

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves streambank stabilization from 35th St. to Hickory Court, along with modifications to flow restrictions, and improved storm sewers along 35th St. between Saratoga and Venard.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				40,000					60,000	100,000
Land Acquisition										-
Infrastructure		X		275,000					375,000	650,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				315,000	-	-	-	-	435,000	750,000
Funding Source(s)										
243-Stormwater Fund	▼			315,000					435,000	750,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES				315,000	-	-	-	-	435,000	750,000

Project status and completed work

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

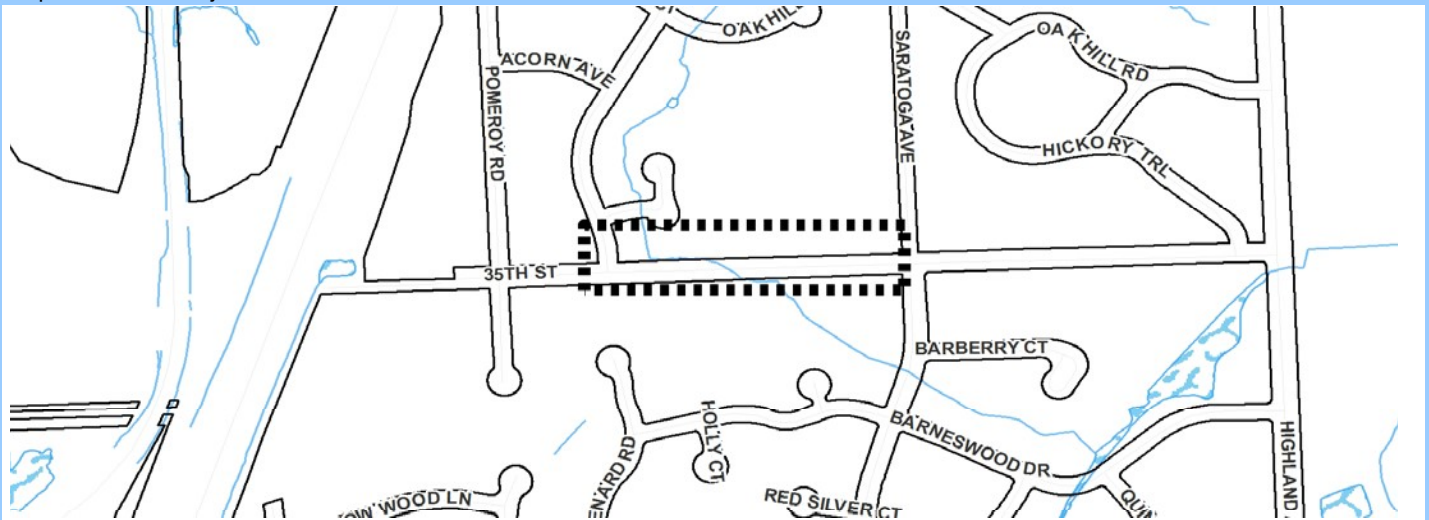
It is anticipated that design and construction of a portion of the identified improvements will be completed in 2011. Upon further analysis, it may be necessary to perform additional work in future years. This will be re-evaluated upon the completion of an initial detailed engineering study.

None.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Internal staff information:

Priority Score **Med**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works