

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JUNE 21, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Watershed Improvements, St. Joseph Creek North (Sub F) (SW-072)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for professional services for the SW-072 St. Joseph Creek North (Sub F) Stormwater Improvements to V3 Companies, Ltd. of Woodridge, Illinois in the amount of \$16,806.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The adopted FY11 Stormwater Fund includes \$50,000 for professional services for this project.

RECOMMENDATION

Approval on the June 21, 2011 consent agenda.

BACKGROUND

The focus of this project is subwatershed F within the St. Joseph Creek North Branch Tributary Area. Subwatershed F is approximately 520 acres in area and contains a mixture of pervious and impervious surfaces. This subwatershed drains south/southwest to the St. Joseph Creek North Branch.

Studied as part of the Village's 2007 Watershed Infrastructure Improvement Plan (WIIP) it was determined that Subwatershed F meets the criteria of a "moderate severity" subwatershed. This was based on the presence of yard, structural and street flooding located within these identified problem areas:

- SJN514 – This Problem Area is centered at Shady Lane and Cumnor Road. There is a Localized Poor Drainage Area (LPDA) within its limits, which contributes to the house, basement, yard and street flooding experienced by area residents.
- SJN515 – This Problem Area is located along St. Joseph Creek North Branch between Florence Avenue and Cumnor Road. The major issue identified within this area involves the flooding of Cumnor Road.
- SJN516 – This Problem Area is located at the intersection of Sheldon Avenue and Fairview Avenue. This area is of the highest concern as Fairview Avenue has been closed on several occasions due to flooding.

The scope of work consists of preparing a Final Report which will include two to three conceptual design alternatives for each of the identified problems as well as rough cost estimates. All topography and/or storm sewer modeling needed to prove the feasibility of the conceptual design alternatives will also be provided.

The Village posted a Request for Proposal for this contract in April 2011 and received eight proposals. Village Staff recommends award of this contract for professional services to V3 Companies, Ltd. based on their approach and understanding of the project, their capability to perform the work, and their experience with comparable projects in the Village. The other proposers are listed below:

Proposer	Price
V3	\$16,806.00
Primera	\$20,578.00
James J. Benes and Associates	\$21,819.00
Ciorba Group, Inc.	\$28,148.00
Clark Dietz, Inc	\$39,440.00
Hey and Associates Inc.	\$39,760.00
Christopher B. Burke Engineering, Ltd.	\$44,841.39
Kudrna & Associates, Ltd.	\$49,867.00

ATTACHMENTS

Contract

Capital Project Sheet SW-072

Contractors Report Card



SW-072



PROPOSAL FOR
WATERSHED IMPROVEMENTS
ST. JOSEPH CREEK NORTH
(SUB F)

March 9, 2011



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2. Proposal

- Project Understanding & Approach
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REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: V3 Companies

Project Name: Watershed Improvements - St. Joseph Creek North (Sub F)
Proposal No.: SW-072

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

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Monday, April 25th, 2011

This document consists of 25 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:

JEFF LOSTER
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
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 Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

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

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional copies (one in electronic format) 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 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged, but please note that double-sided pages will be counted as two.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, May 9th, 2011 @ 10:00 A.M.**
- 1.3 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.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JEFF LOSTER, 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.
- 1.5 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.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 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

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

- 2.1 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.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
- 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 4.1.2 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.
- 4.2 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.

5. SEXUAL HARASSMENT POLICY

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- 5.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:
 - 5.1.1 Notes the illegality of sexual harassment;
 - 5.1.2 Sets forth the State law definition of sexual harassment;
 - 5.1.3 Describes sexual harassment utilizing examples;
 - 5.1.4 Describes the Proposer's internal complaint process including penalties;
 - 5.1.5 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
 - 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.
- 6. **EQUAL EMPLOYMENT OPPORTUNITY**
- 6.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
 - 6.1.1 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.
 - 6.1.2 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.
 - 6.1.3 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.
 - 6.1.4 That it will send to each labor organization or representative of workers with

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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.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such 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.

- 7.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers

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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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

- 8.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this 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.

9. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 9.1 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

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under this agreement and for which the Proposer may legally liable:

- 9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
- 9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
- 9.1.4 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;
- 9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 9.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 9.1.7 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.
- 9.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 9.3 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.
- 9.4 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.
- 10. CAMPAIGN DISCLOSURE**
- 10.1 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.
- 10.2 The Campaign Disclosure Certificate is required pursuant to the Village of

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Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

- 10.3 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.

- 10.4 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.

11. SUBLETTING OF CONTRACT

- 11.1 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.

12. TERM OF CONTRACT

- 12.1 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.

13. TERMINATION OF CONTRACT

- 13.1 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.

14. BILLING & PAYMENT PROCEDURES

- 14.1 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.
- 14.2 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

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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.

- 14.3 Please send all invoices to the attention of Jeff Loster, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 15.1 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.

16. STANDARD OF CARE

- 16.1 Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 16.2 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.
- 16.3 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.

17. GOVERNING LAW

- 17.1 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.

18. SUCCESSORS AND ASSIGNS

- 18.1 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.

19. WAIVER OF CONTRACT BREACH

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- 19.1 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.

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

- 21.1 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 in the same manner by which the original contract was approved..

22. SEVERABILITY OF INVALID PROVISIONS

- 22.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

23. NOTICE

- 23.1 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.

24. COOPERATION WITH FOIA COMPLIANCE

- 24.1 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

The St. Joseph Creek North Branch is located on the eastern side of Downers Grove and cuts through an area consisting mainly of residential properties. The tributary area for this body of water has been divided into subwatersheds. The focus of this project will be subwatershed F (see Exhibit 1 below). Subwatershed F is approximately 520 acres in area (located within the Village limits) and contains a mixture of pervious and impervious surfaces, as can be expected within a typical residential area. There is a small amount of commercial property between Rogers Street and Maple Avenue with additional commercial properties along the Ogden Avenue corridor. This subwatershed drains south/southwest to the St. Joseph Creek North Branch.

Studied as part of the Village's 2007 Watershed Infrastructure Improvement Plan (WIIP) it was determined that Subwatershed F meets the criteria of a "moderate severity" subwatershed. This was based on the presence of yard, structural and street flooding located within four main Problem Areas. These areas have been identified as SJN513, SJN514, SJN515 and SJN516 (see Exhibit 1 for their exact locations). This contract will focus on *three* of the identified Problem Areas - SJN514, SJN515 and SJN516.

- SJN514 – This Problem Area is centered at Shady Lane and Cumnor Road. There is a Localized Poor Drainage Area (LPDA) within its limits, which contributes to the house, basement, yard and street flooding experienced by area residents.
- SJN515 – This Problem Area is located along St. Joseph Creek North Branch between Florence Avenue and Cumnor Road. The major issue identified within this area involves the flooding of Cumnor Road.
- SJN516 – This Problem Area is located at the intersection of Sheldon Avenue and Fairview Avenue. This area is of the highest concern as Fairview Avenue has been closed on several occasions due to flooding.

The Village is seeking proposals from qualified firms (Proposers) to study the three Problem Areas identified above in order to propose conceptual solutions to their adverse impacts.

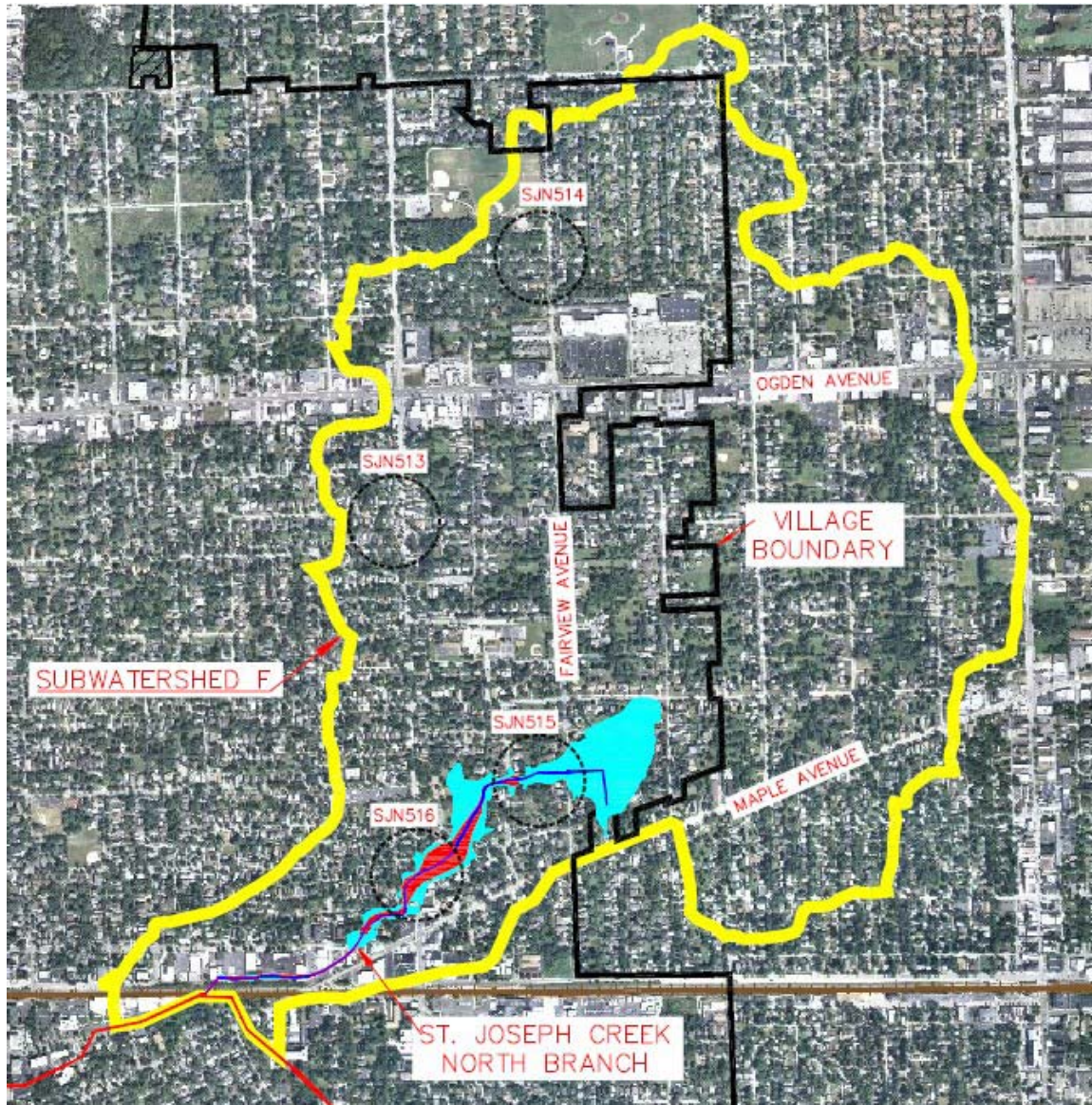


EXHIBIT 1

1.3 Scope and Schedule

The Consultant will be required to perform all necessary work required to prepare the Final Report which includes the following:

- Identification of all conveyance and storage deficiencies adversely impacting the three Problem Areas previously described in this RFP
- Identification of two to three alternative solutions for *each* of the three Problem Areas, including (but not limited to) increased conveyance, additional detention storage, property acquisition or any combination thereof
- Identification of any impacts to Special Management Areas associated with alternatives
- Rough cost estimates for all alternatives submitted
- Storm sewer modeling required for evaluation of alternatives
- All topographic information acquired as necessary to support storm sewer modeling and

determine that the proposed solutions are feasible (all topography completed shall be submitted to the Village electronically in a format compatible with AutoCAD 2007)

*Please note that the Village will provide 2' aerial topography and GIS atlas data of the storm system (to the successful bidder) upon request.

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.

The Consultant shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall have the Final Report completed no later than 60 calendar days after receipt of the Notice to Proceed. This schedule includes submittal of a preliminary draft of the Final Report to Village staff for review and comment. This schedule shall be adhered to in order to assure the completion and delivery of all services.

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 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.

2.3 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

2.4 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:

- The Final Report (including rough cost estimates) shall be signed and sealed by a professional engineer licensed in the state of Illinois. Any revisions to the Final Report 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 days after Notice to Proceed.
- Plans and cost estimates 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 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 60 days after Notice to Proceed.

3.2 Deliverable Quantities

Village of Downers Grove

- Four (4) 2-hour project coordination meetings at Public Works or on-site
- One (1) hard copy and one (1) electronic copy of the preliminary draft of the Final Report
- One (1) hard copies and one (1) electronic copy of the Final Report
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

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)

Section 1



May 9, 2011

Mr. Jeff Loster
Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Subject: Proposal for Professional Services – SW-072, St. Joseph Creek North (Subwatershed F) –
Stormwater Improvements at Shady Lane & Cumnor, Sheldon & Fairview, and St. Joseph Creek
North between Florence and Cumnor

Dear Mr. Loster:

V3 Companies (V3) is pleased to submit this Proposal for Professional Services for Village project SW-072. We are familiar with the Village's policies and procedures having recently worked on several other projects for the Village. We will utilize this experience and knowledge to ensure a smooth and efficient delivery of a final product that exceeds Village expectations.

We understand the Village's desire to have the preliminary Final Report for this project completed within 45 days of notice to proceed and final Final Report complete within 60 days of notice to proceed. We have already internally coordinated with the appropriate staff to ensure the project deadlines can be met.

Our experience on all aspects of similar projects, our comprehensive and proactive project approach, and our dedication to do "whatever it takes" to achieve a quality project for the Village of Downers Grove are the primary reasons for selecting V3. Our Team's commitment to providing quality work is demonstrated by our parent company's name, V3 – taken from the Latin, "**Visio Vertere Virtute**", meaning the "**Vision to Transform with Excellence**".

We truly appreciate the opportunity to continue our relationship and work with the Village on this project. Know that by choosing V3, all of your project needs will be met.

Sincerely,
V3 COMPANIES, LTD.

Jennifer Maercklein
Water Resources Project Manager

enclosures

Section 2



Project Understanding & Scope of Services

PROJECT UNDERSTANDING

The Village of Downers Grove is seeking proposals to provide professional engineering services to address known drainage problems at problem areas SN514, SN515 and SN516 within Subbasin F of St. Joseph Creek North watershed. The Village has identified three separate projects for which drainage reports and conceptual solutions are sought:

SN514 at Shady Lane and Cumnor: This Problem Area is centered at Shady Lane and Cumnor Road. There is a Localized Poor Drainage Area (LPDA) within its limits, which contributes to the house, basement, yard and street flooding experienced by area residents. V3 reviewed the Village's Watershed Infrastructure Improvement Plan (WIIP) and conducted a site visit to gain further understanding of the problem. A full (conceptual-level) assessment of the problem will be performed during the project, but the initial indications suggest that the problem may be a result of clogged inlets and/or inlet capacity since it appears that there is no well defined overland flow route. The existing topography suggests that it may not be feasible to provide an adequate overland flow route that protects the home on the south side of the street since the driveway and structure appear to be lower than the Cumnor Road right-of-way. Therefore, the concept-level evaluation may also consider additional and/or upsized stormwater sewer systems and/or the use of stormwater storage to reduce inundation levels. The storm sewer improvements may include additional inlets and/or storm sewer capacity or additional storage perhaps at nearby Whitlock Park or through the use of oversized pipes. It may be possible to excavate in the parkway/berm area between Shady Lane and Cumnor, which could provide additional storage as well as a lower overland flow route.



SN515 at St. Joseph Creek North Branch between Florence and Cumnor: This Problem Area is located along St. Joseph Creek North Branch between Florence Avenue and Cumnor Road. The major issue identified within this area involves the flooding of Cumnor Road. V3 reviewed the Village's WIIP, the Flood Profile from FEMA's Flood Insurance Study, and conducted a site visit to gain further understanding of the problem. A full (conceptual-level) assessment of the problem would be performed during the project, but the initial indications suggest that the problem may be the result of undersized culverts at Cumnor Road. The culverts at Cumnor Road extend east significantly beyond the right of way (to the east of the exiting homes). If the culverts do not have capacity, it is expected that the natural overland flow path would convey flow across the low point of Cumnor since the road itself is low compared to the floodplain elevation. Additional possible alternatives may consider roadway improvements, creating additional upstream storage, property acquisition, and/or additional conveyance, or some combination thereof.



Project Understanding & Scope of Services

SJN516 at Sheldon and Fairview: This Problem Area is located at the intersection of Sheldon Avenue and Fairview Avenue. This area is of the highest concern to the Village, as Fairview Avenue has been closed on several occasions due to flooding. V3 reviewed the Village's WIIP, the Flood Profile from FEMA's Flood Insurance Study, and conducted a site visit to gain further understanding of the problem. A full (conceptual-level) assessment of the problem would be performed during the project, but the initial indications suggest that the problem may be a result of a restrictive culvert located approximately 800 feet downstream of Fairview, from Rogers Street to approximately 300 feet downstream of Douglas Road. The FIS profile shows an approximate roadway elevation of 720.6 at Fairview Avenue, with a 10-year BFE of approximately 721.9 and 100-year BFE of approximately 722.5, suggesting approximately 1.3 feet of flooding on Fairview in the 10-year storm.



Downstream at Rogers Street, the 10-year BFE is approximately 721.3 and the 100-year BFE is approximately 721.9. The profile drops approximately five feet at the downstream end of the Rogers-Douglas culvert. This suggests that the Rogers-Douglas culvert is restrictive and produces backwater that results in flooding of Fairview Avenue during storms as small as the 10-year event. Limited floodplain storage may also contribute to the problem at Fairview.

All types of possible alternatives will be considered for this Problem Area including roadway improvements; improvements to the Rogers-Douglas culvert in conjunction with compensatory storage at Hummer Park or elsewhere in the watershed; additional storage, perhaps at Hummer Park; property acquisition; additional conveyance; or some combination thereof. V3 is aware that Hummer Park is used for ice staking and other recreational activities so providing additional storage at the park (which seems like a viable alternative) will require some coordination/agreement between the Village and the Park District similar to past projects that have incorporated flood storage on Park District property.

Project Understanding & Scope of Services

SCOPE OF SERVICES

V3 shall perform the following tasks towards completion of the Final Report:

Task 1: Topographic Survey Services

1. Topographic Survey. Topographic survey shall be performed by an Illinois-licensed surveyor. Survey is limited to selected areas necessary to supplement the two-foot aerial topography and GIS atlas data of the storm system, to support storm sewer and/or creek modeling as necessary to determine that the proposed solutions are feasible. It is assumed that two days of field work are sufficient to collect the necessary data.

Task 1 Deliverable: Electronic copy of survey. Hard copy shall be included in the preliminary draft Final Report and the Final Report.

Tasks 2 – 10: Stormwater Engineering and BMP Services

2. Existing Conditions Modeling. Hydrologic and hydraulic modeling shall be performed to identify the issues that contribute to the flooding problems within Problem Areas SJN514, SJN515 and SJN516. Hydrologic modeling shall be performed using TR-20 or HEC-1. Hydraulic storm sewer modeling shall be performed using XP-SWMM software or HydraFlow software, depending on the complexity of the alternative and whether a dynamic model such as XP-SWMM is necessary to fully evaluate an alternative. Hydraulic floodplain modeling shall be performed using HEC-RAS. The regulatory HEC2 model shall be obtained from FEMA (or DuPage County, if available from the County) and converted from HEC2 to HEC-RAS. FEQ modeling is excluded from these services but can be provided by V3 as an additional service if desired. For a conceptual level report and analysis, V3 does not anticipate needing to perform FEQ modeling to evaluate the feasibility of alternatives.



Modeling of a range of design storm events shall be performed (for example, 5-year, 10-year, etc.) to determine the current level of service provided by the stormwater conveyance systems and the flooding and/or overland flow expected for storm events that exceed the system's capacity.

If detailed drainage problem information is available for specific storm events (such as ponding limits/depths, overland flow routes, sewer surcharging, structural flooding, etc.), V3 can input precipitation information into the model to evaluate the system's performance during those specific storms. This provides a general "rough calibration" of the model (similar to the level of calibration provided to storm sewer models prepared as part of the Village's Watershed Infrastructure Improvement Plan). This approach is often very useful in helping determine if the problems are associated with the design capacity of the system or if the problems may be more maintenance related.

Task 2 Deliverable: Electronic copy of model files. Hard copy of relevant input/output files shall be included in the Final Report.

Project Understanding & Scope of Services

3. Evaluate Alternatives. Hydrologic and hydraulic modeling shall be performed to evaluate alternatives to reduce drainage problems within Problem Areas SJN514, SJN515 and SJN516. Alternatives that may be considered were summarized in the Project Understanding section of this Proposal and include, but are not limited to, increased conveyance, increased inlet capacity, new or expanded stormwater storage, roadway or parkway modifications, stormwater best management practices, property acquisition, or a combination of these alternatives.



Depending on the severity of flooding and the impact to adjacent structures, it may be most cost effective to simply eliminate repetitive loss structures (if any), perhaps in combination with other alternatives. The Village could purchase repetitive loss structures through the Voluntary Buyout Program and re-grade the lots to create additional storage in the Subwatershed. If the Village elects to pursue this alternative, V3 is capable of not only providing the engineering and technical guidance for this project, but also the real estate services required to evaluate the solution through V3's Land Strategies Group. This combination of services allows V3 to provide a truly seamless, coordinated approach to solve the Villages concerns most efficiently and economically. As an Optional Additional Service, V3's Land Strategies team can perform a valuation analysis for a typical property and provide an estimate to the Village of the reasonable value of an identified property. This valuation will be derived from the dynamic experiences of practicing licensed land brokers and real estate professionals and shall not constitute a formal real estate appraisal of the property.

V3 shall also compute the potential flood storage volume that could be created by re-grading properties purchased through the Voluntary Buyout Program.

Task 3 Deliverable: Electronic copy of model files. Hard copy of relevant input/output files shall be included in the preliminary draft Final Report and the Final Report.

4. Conceptual Design Plan Exhibits. Conceptual design plan exhibits for each feasible alternative for Problem Areas SJN514, SJN515 and SJN516 shall be prepared. Conceptual design plan exhibits shall be prepared using AutoCAD software by AutoDesk.

Task 4 Deliverable: Concept design plan exhibits to be included in the preliminary draft Final Report and the Final Report.

5. Identification of Special Management Area Impacts. Possible impacts to Special Management Areas associated with each alternative shall be identified and described in the preliminary draft Final Report and the Final Report.

Task 5 Deliverable: Identification of impacts to special management areas to be included in the preliminary draft Final Report and the Final Report.

6. Cost Estimates. Rough cost estimates shall be prepared for each alternative that is deemed feasible for each of the Problem Areas SJN514, SJN515 and SJN516, for inclusion in the preliminary and final report. Estimates shall be prepared by a professional cost estimator from V3's Construction Division to provide a "real world" cost estimate that reflects current market conditions.

Task 6 Deliverable: Cost estimates to be included in the preliminary draft Final Report and Final Report.

Project Understanding & Scope of Services

7. Preliminary Draft - Final Report. The preliminary draft concept-level Final Report shall be prepared. The draft Final Report shall describe the problem, alternatives, and associated cost estimates for each feasible alternative for each of the three Problem Areas. The report shall also include conceptual design exhibits for each feasible alternative, including an identification of permit requirements, if applicable.

Task 7 Deliverable: One hard copy and one electronic copy of the preliminary draft of the Final Report. The electronic copy shall include a pdf copy of the report as well as the original source files (for example, Word files for the report, Excel files for the cost estimate, and AutoCAD files for the concept plans.)



8. Final Report. Prepare the final concept-level Final Report, incorporating any Village Review comments received for the preliminary draft Final Report. Revisions to the Final Report or associated documents, as a result of Village Review, shall be performed as part of the “not to exceed” base fee under this Agreement. Additional compensation to incorporate Village comments shall not be requested, unless due to a significant change in scope of work.

Task 8 Deliverable: One hard copy and one electronic copy of the Final Report. The electronic copy shall include a pdf copy of the report as well as the original source files (for example, Word files for the report, Excel files for the cost estimate, and AutoCAD files for the concept plans.) The Final Report, including cost estimate, shall be signed and sealed by a professional engineer licensed in the State of Illinois.

9. Meetings. Four two-hour project coordination meetings with Village Staff are anticipated and included in the manhour estimate and fee. The schedule shows these meetings occurring at kick-off, after completion of existing conditions modeling and identification of the problems, after completion of proposed conditions modeling and identification of alternatives, and after Village review of the preliminary draft Final Report. However, these meetings may be shifted to other milestones as desired by the Village.

Task 9 Deliverable: Four two-hour meetings.

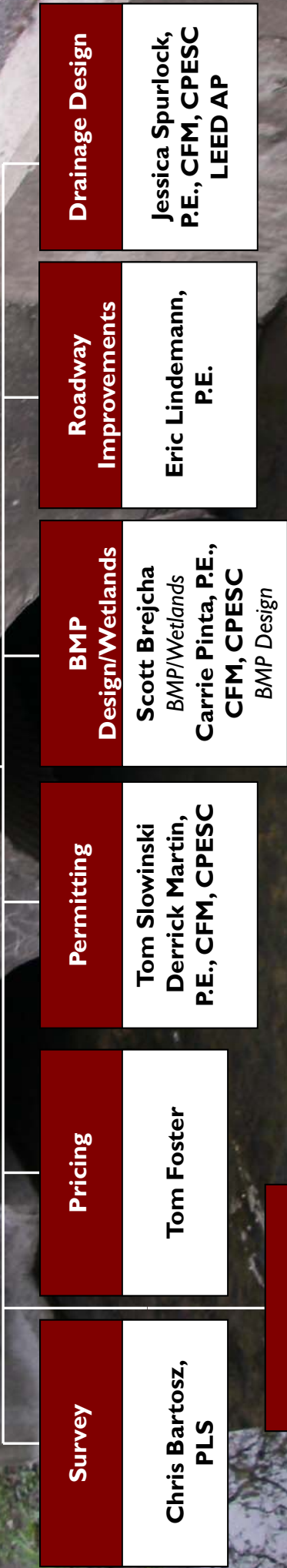
V3 Team –

Organizational Chart

Village of Downers Grove

Project Manager
Jennifer Maercklein, P.E., CFM

QA/QC & Permit Scoping
Derrick Martin, P.E., CFM, CPESC



Property Acquisition
Rob Getz, P.E.

Additional Services If Needed

Service	Team Member	Credentials
Flood Proofing	Derrick Martin	P.E., CFM, CPESC
GIS	Kristine Wright	



Team Resumes

Jennifer N.H. Maercklein, P.E., C.F.M. – Project Manager, Woodridge

Education: Bachelor of Science with Honors, Civil & Environmental Engineering, University of Wisconsin at Madison;
Technical Communications Certificate, University of Wisconsin at Madison

Registrations: Professional Engineer: Illinois 062-055729; Indiana PE10911055; Arizona 49799; Colorado 43413
Certified Floodplain Manager: Illinois IL-06-00237; Kane county Qualified Review Specialist

Project Experience

Lacey Creek Watershed Infrastructure Improvement Plan, Downers Grove, Illinois – Project Manager responsible for successful completion of the stormwater master planning project in the Lacey Creek watershed of Downers Grove, Illinois. Project included stormwater and flood control planning services. Using GIS, V3 reviewed resident questionnaires, flood complaints, and Village records to identify areas with flooding or drainage problems; problems were classified as nuisance, chronic, critical or emergency depending on severity and frequency. Quantitative and qualitative assessments and stormwater modeling were performed to determine the cause of flooding in each problem area. Alternatives were developed to mitigate flood problems, including new or improved storm sewer systems, improved overland flow routes, additional stormwater storage, improved channel conveyance, increased bridge openings, and programmatic changes. Permitting requirements, cost opinions, and construction timelines were developed for each recommended alternative. Project included hydrologic and hydraulic modeling using XP-SWMM, HydraFlow, and TR-20.

McCollum Park Stormwater Improvements, Downers Grove, Illinois – Project Manager responsible for designing and preparing final engineering plans and construction bid documents for a 15.6 acre-foot flood storage basin in the Prentiss Creek watershed to provide regional flood relief to areas that experience frequent drainage problems. The project included a relief sewer to convey stormwater from a mainline sewer into the flood storage basin in events greater than the 10-year frequency event. The flood storage basin incorporated a full-size soccer field with underdrains and an irrigation system designed to conserve water use. Also responsible for designing a relocated sand volleyball court, basketball court, pedestrian paths, and site lighting. Project included extensive coordination between both the Village of Downers Grove and the Downers Grove Park District to ensure that the dual use facility met the needs of both entities.

Stormwater Permit Reviews, various municipalities – Project Manager and Engineer responsible for providing technical assistance to the Villages of Oak Brook and Villa Park (full waiver communities) and Westmont (partial waiver community) to ensure that permit applications submitted to the villages by others are in compliance with the DuPage County Stormwater and Floodplain Ordinance. All aspects of hydrologic and hydraulic modeling were used in the review of the submittal.

Derrick Martin, P.E., C.F.M., CPESC – QA/QC; Permitting; (Additional Service if Needed: Flood Proofing), Woodridge

Education: Bachelor of Science, Civil Engineering, Washington University; Bachelor of Arts, Mathematics & German, North Central College

Registrations: Professional Engineer: Illinois 062-056276; Certified Floodplain Manager: Illinois IL-04-00138; Certified Professional in Erosion and Sediment Control: Illinois 3519; Kane county Qualified Review Specialist

Project Experience

McCollum Park Stormwater Improvements, Village of Downers Grove, DuPage County, Illinois – Mr. Martin provided QA/QC oversight for the project which included the construction of a 15.6 acre-foot flood storage basin in the Prentiss Creek watershed to provide regional flood relief to areas that experience frequent drainage problems. The project used XP SWMM hydrologic and hydraulic modeling to evaluate the regional benefit associated with the new basin. The project involved extensive coordination between the Village and the Park District and the design incorporated a full-size soccer field within the basin including underdrains and irrigation. The project also involved the relocation of an existing sand volleyball court and adjacent basketball courts, modifications to existing pedestrian paths through the park, and site lighting.

Team Resumes

Lacey Creek Retaining Wall Replacements, Village of Downers Grove, DuPage County, Illinois – Mr. Martin is providing QA/QC review and permitting and design oversight for the project which includes the reconstruction/replacement of approximately 2,500 feet of retaining walls along Lacey Creek. The project involves HEC-RAS and FEQ hydraulic modeling of Lacey Creek and preparation of design plans for the wall reconstruction/replacements.

63rd Street Drainage Improvements, Village of Woodridge, Illinois – Project Manager responsible for the analysis of street and structure flooding along 63rd Street in Woodridge, DuPage County, Illinois. Mr. Martin was responsible for QA/QC of the hydrologic and hydraulic modeling and provided permitting strategy and design recommendations to reduce flooding in the area. Final design plans and specifications were prepared utilizing a special high capacity inlet structure.

Blair & Calvin, River & Surrey Drainage Improvement Projects, DuPage County, Illinois – This project included the design of improvements to alleviate historic flooding and erosion problems in unincorporated areas of Winfield and Lisle Townships, DuPage County, Illinois for the DuPage County Department of Environmental Concerns (DEC). Mr. Martin was the Quality Control director and oversaw the preparation of the drainage analyses of the existing storm sewers, swales, and depressional areas, and participated in the alternatives analysis. He also was involved with the final construction documents for subdivision drainage improvements.

Pekara Site Specific Flood Mitigation Study, Pekara Subdivision, Lake County, Illinois – Quality Control for this complex project involving recommendations for the most feasible, efficient, and cost-effective measures to alleviate frequent flooding problems in the Pekara Subdivision located in unincorporated Lake County, Illinois. Pekara subdivision is located at the confluence of Des Plaines River and Aptakisic Creek. Due to this particular location, subdivision is subject of combined influence of backwater flood flows from Des Plaines River, as well as the floods generated in the Aptakisic Creek Watershed, with frequent flooding – with various intensities – almost every year. Extensive hydrologic and hydraulic modeling (TR-20, HEC-1, HEC-2, and HEC-RAS) was performed to evaluate flood discharges and water surface elevations along the creek, taking into account the tailwater conditions and the backflows from Des Plaines River. The recommended flood mitigation alternatives that will provide flood protection up to and including the 10-year flood events for the entire subdivision were presented by V3 at several stakeholder meetings that included local and county agencies as well as concerned residents.

Jessica Spurlock, P.E., C.F.M., CPESC – Drainage Design, Woodridge

Education: Bachelor of Science, Agricultural & Biological Engineering, Purdue University

Registrations: Professional Engineer: Illinois 062-061305; Certified Floodplain Manager: Illinois IL-08-00384; Certified Professional in Erosion and Sediment Control: Illinois 3975; Lake County Erosion Control Inspector

Project Experience

Kresswood Trails Stormwater Facility Retrofit Design, City of West Chicago, Illinois – Design Engineer on the stormwater detention pond retrofit project; her responsibilities included designing a new pond outlet, redesigning the pond to reflect a pond filled to its normal water level to create a naturalized basin as a best management practice (BMP), reshaping the pond to provide additional storage for an adjacent development, and designing an overland flow path from the subdivision to the stormwater facility. Responsibilities also included performing dynamic stormwater modeling using XP-SWMM to evaluate pond performance, and design of a new restrictor to bring the pond into compliance with DuPage County stormwater regulations. Design challenges included modeling storm sewers that were originally designed to flow backward in some scenarios, and a pond outlet that is subject to a tailwater condition from the adjacent West Branch of the DuPage River floodplain.

Stormwater Infrastructure Improvement Plan, Lacey Creek Watershed, Village of Downers Grove, Illinois – Design Engineer who assisted with the stormwater and flood control planning services for the Lacey Creek watershed within Downers Grove. Using GIS, Ms. Spurlock reviewed resident questionnaires, flood complaints, and Village records to identify areas with flooding or drainage problems. Quantitative and qualitative assessments and stormwater modeling were performed to determine the cause of flooding in each problem area. Stormwater modeling methods included HEC-2, HEC-RAS, and XP-SWMM. Alternatives were developed to mitigate flood problems, including new or improved storm sewer systems, improved overland flow routes, additional stormwater storage, improved channel conveyance,

Team Resumes

increased bridge openings, and programmatic changes. Permitting requirements, cost opinions, and construction timelines were developed for each recommended alternative.

63rd Street Drainage Improvements, Village of Woodridge, Illinois – Design Engineer responsible for the analysis of street and structure flooding along 63rd Street in Woodridge, DuPage County, Illinois. Ms. Spurlock evaluated the existing storm sewer system using hydrologic and hydraulic modeling software and provided recommendations to reduce flooding in the area. Final design plans and specifications were prepared utilizing a special high capacity inlet structure.

Chris Bartosz, P.L.S. – Survey, Woodridge

Education: Associates Degree, Science and Math, College of DuPage

Registrations: Professional Land Surveyor: Illinois 035-3189; Arizona 43785; Colorado 37074

Project Experience

West Bartlett Road, Bartlett, Illinois – Surveyor-in-charge of a 1-1/2 mile route survey east of Illinois Route 59. Responsibilities included the direction of survey crews, analysis of sectionalized and subdivided boundaries, the review of alignment data, title reports, existing right-of-way plats, the preparation of Statutory Plats of Highways and legal descriptions all meeting IDOT standards.

Waukegan and Willow Roads, Northbrook, Illinois – Surveyor-in-charge of a one mile route survey of Waukegan and Willow Roads. Responsibilities included the direction of survey crews, analysis of sectionalized and subdivided boundaries, the review of alignment data, title reports, existing right-of-way plats, the preparation of Statutory Plats of Highways and legal descriptions all meeting IDOT standards.

Tom Foster – Estimator, Woodridge

Education: Northern Illinois University

Areas of Specialized Skill: Proficiency in HCSS Bidding/Estimation Software; Carlson Take-off Software; Earthwork Balance Analysis; Logistics Planning. Alternative Analysis, Scheduling & Production

Experience

HCSS Heavy Bid Software – Mr. Foster manages this software which provides V3 the ability to assemble work crews specific to each trade and analyze the production for each scope of work. It maintains historical data for equipment, labor and material costs and can be adjusted to reflect current market conditions.

In-House Estimating Staff – Mr. Foster supervises a staff of estimating professionals. This staff, along with the project team members, will complete a review of each project for scope, logistics, and scheduling. In addition, this staff will complete a take-off of all quantities associated with each scope of work and apply unit rates from historical data and adjust for current market conditions.

Trade Contractor Pricing – When and if appropriate for the specific project, V3 estimators will solicit trade contractor pricing for defined scopes of work. A specific bid package would be issued to the trade firm with direction to provide pricing and any comments for improved efficiency and/or value engineering associated with that work. This pricing will be evaluated against the pricing assembled by the estimating staff and revised as necessary to reflect the most accurate conditions.

Carrie Pintar, P.E., CFM, CPESC – BMP Design, Woodridge

Education: Bachelor of Science, Civil Engineering, Val Paraiso University

Professional Registration: Illinois, 062-060416, 2008; Certified Floodplain Manager Illinois 05-00203; Certified Professional in Sediment & Erosion Control

Geneva Middle School, Geneva, Illinois – Ms. Pintar served as Project Engineer on this project. Ms. Pintar assisted in the design of the hydrology for the native vegetation within the naturalized stormwater facilities and assisted in the construction observation aspects of the stormwater facilities including sediment and erosion control.

Team Resumes

College of DuPage Parking Lot & Landscape Improvements, Glen Ellyn, Illinois – Ms. Pintar served as Project Engineer assisting the wetland/ecology group for the bio-swale design aspects of this project.

Apple Creek Estates, Woodstock, Illinois – Apple Creek Estates is a multi-use development which includes residential lots, commercial lots, a school site, stream re-meandering, and wetland mitigation. Ms. Pintar assisted with the design of the re-meandering of Apple Creek which included the hydrologic analysis and design of the mitigation areas for the purposes of wetland creation due to the impacts of the development. The overall design included re-meandering portions of the existing creek, regarding eroded bank slopes, wetland creation, wetland enhancement and naturalized stormwater management facilities.

Eric Lindemann, P.E. – Roadway Improvements, Woodridge

Education: Bachelor of Science, Civil Engineering, University of Notre Dame

Registration: Professional Engineer: Illinois 062-05117; Indiana PE0900405

Project Experience

Wheaton Warrenville School District 200, Herrick Road Widening, Warrenville, Illinois – Project Manager responsible for the Phase II plans, specifications, and estimates for the widening of Herrick Road and Galusha Road in Warrenville, Illinois in association with the construction of the new Hubble Middle School. Project included widening the two lane roadway to a three lane section in order to provide turn lanes at the school entrance and Galusha Road. Improvements included pavement widening, new closed drainage system and DuPage County Stormwater Best Management Practices.

Cook County Highway Department, Happ Road Rehabilitation, Northfield and Northbrook, Illinois – Project Engineer for the reconstruction improvements of Happ Road, from Willow Road to Sunset Ridge Road, approximately two miles. Designed vertical and horizontal alignments, proposed roadway improvements, new storm sewer system, pavement marking and signing, maintenance of traffic, cost estimates and specification.

Tom Slowinski – Permitting, Woodridge

Education: Master of Arts, Environmental Science, Governors State University; Bachelor of Science, Biology, Marquette University

Ecological Restoration – Primary contact for V3's Professional Services Agreement with City of Chicago, Department of Environment for Professional Ecological Analysis, Restoration and Interpretation since 1996. Project manager for the following projects:

- Van Vliissingen Prairie Natural Area Restoration Planning
- Hegewisch Marsh Environmental Center Technical Design Support
- Hegewisch Marsh Water Control Structure Installation
- Calumet Area Ecological Management Strategy
- Indian Ridge Marsh Environmental Center Feasibility Study
- Nature Center/Nature Preserve Feasibility Study. Study won the 1998 American Society of Landscape Architecture, Illinois Chapter President's Award for Landscape Planning and Analysis.

U.S. Army Corps of Engineers, Chicago District

Chief, Regulatory Branch – Responsible for planning, supervising, directing and coordinating all technical and administrative functions of the Section 404 Regulatory Program at the Chicago District, U.S. Army Corps of Engineers. Responsible for final recommendations to District Engineer on all policy and permit decisions. Involved in Section 404 permit requirements including interagency and public coordination and preparation of Environmental Impact Statements for the following controversial permits: Waste Management, Inc. landfill, Lake Calumet, Chicago; Illinois Department of Transportation Hickory/Spring Creeks flood control project, Joliet; proposed 1992 Chicago World's Fair, Chicago; and, U.S. Environmental Protection Agency Superfund Project, Waukegan Harbor.

Team Resumes

Scott Brejcha – BMP Design/Wetlands, Woodridge

Education: Bachelor of Arts, Environmental Biology (Interdisciplinary), Saint Mary's University

Continuing Education: U.S. Army Corps of Engineers, Wetland Delineation Manual Technical Report Y-81-I. Wetland Delineator Certification Program, Wetland Training Institute; OSHA 29 CFR 1910.120, 40-hour Hazardous Waste Training Certification

Project Experience

Elkhart River Watershed Management Plan, Elkhart, Elkhart County, Indiana – Project Manager for the preparation of a watershed plan for the Elkhart River to meet Indiana Department of Environmental Management (IDEM) plan standards. Assisted in the development and writing of the plan including conducting watershed stakeholder meetings, hosting and coordinating educational events for watershed stakeholders, identification and classification of known problems within the watershed, identification of technical and financial assistance needs, and descriptions of measurable milestones.

Sugar Creek Watershed Management Plan, Hancock County, Indiana – The Hancock County Soil and Water Conservation District retained V3 to create a watershed management plan funded in part by the Indiana Department of Environmental Management. Sugar Creek is located in Henry, Madison, Hancock and Shelby Counties. The study includes an evaluation of land and water conservation practices and an analysis of historical land use trends and how it corresponds to water quality changes. A spring and fall analysis of benthic macroinvertebrate communities and habitat evaluations were conducted at eight locations within the watershed. Historical data analysis, field evaluations, and public input will help facilitate the selection of actions that will decrease the amounts of harmful pollutants entering Sugar Creek and its tributaries. Implementation of these recommended Best Management Land Use Conservation Practices are intended to improve water quality and the natural health of the watershed.

ADDITIONAL SERVICES IF NEEDED

Kristine Wright – GIS, Woodridge

Education: Bachelor of Science, Natural Resources Environmental Sciences, University of Illinois Urbana-Champaign;

Master of Arts (Pursuing) Geography and Environmental Studies, Northeastern Illinois University; Graduate

GIS Certificate (Expected 2010), Northeastern Illinois University

Project Experience

Watershed Management Plan, Embarras River, Illinois – Gathered data including population, land cover, pre-settlement vegetation, impaired streams, landfills, NPDES permits, floodzones, wetlands, CARL, Conservation Reserve Program, soils, and geology, USGS and IEPA water quality sampling locations. Performed sub-watershed delineation and developed the official sub-basins to be used in the watershed plan. Data assessment and mapping of hydrology, stream geomorphology, relief, climate, geology, soils/hydric soils, land cover, septic areas, point source locations, pre-settlement vegetation, flooding, endangered species, INAI sites, highly erodible areas, water quality and census. Existing water quality data reviewed to identify locations of regulatory impairments within each of the sub-basins. Maps and summary tables developed to be incorporated into the plan. The project includes a watershed-wide inventory, sub-watershed inventory, identification and evaluation of overall watershed impairments, including non-point source pollution load modeling, and the identification of priority and critical areas.

Watershed Planning, Lower DuPage River, Illinois – Used spatial analysis to delineate sub-watersheds within the Lower DuPage River watershed, which covers approximately 175 square miles. Gathered land cover and land use data from municipalities to assess current and future pollutant loading. Project includes the pollutant load modeling work and analysis for recommending best management practices and pollutant load reduction opportunities within the Lower DuPage River.

Woodridge Stream Restoration, Woodridge, Illinois – Organized field data into a geodatabase that V3 utilized in categorizing and prioritizing future maintenance requirements for drainageways similar to Village's current system for streets. V3's geodatabase served as the base for the Smart Map that encompassed all of the Village's spatial data and allowed constant updating of existing features and creation of new features. Ms. Wright also assisted in creating the maps.



Project Experience

LACEY CREEK SUB WATERSHED E STORMWATER PROJECTS,

DOWNERS GROVE, ILLINOIS

CLIENT: VILLAGE OF DOWNERS GROVE

Project Characteristics

- V3 analyzed several alternatives to reduce a number of drainage problems – resulting from undersized storm sewers, backyard depressional areas, and poorly defined drainage ditches – within the Lacey Creek Subwatershed E
- Alternatives that were considered included upsizing existing storm sewers; reconstructing roadways to provide new curb, gutter and storm sewer and allowing property owners to connect rear-yard drains to new infrastructure; and creating new flood storage on parklands within the subwatershed
- V3 also explored solutions to reduce flooding associated with a wetland bank that was drained by a severely restrictive storm sewer and generated 3 feet of floodwater over the intersection of Glendenning and 40th during 10-year storm events
- Alternatives included designing a relief sewer with a large inlet box at the wetland's 5-year high-water level to maintain the hydrology of the DuPage County Wetland Bank during small, frequent storm events and provide a high-capacity outlet for larger storms
- Project scope also included wetland assessment and delineation within the anticipated project limits; topographic survey within the right-of-way of some of the anticipated project areas, and design of stormwater detention and compensatory storage requirements for each alternative analyzed
- V3's professional cost estimators assisted in the preparation of an Engineer's Estimated Opinion of Probable Construction Cost for each of the alternatives
- A 30% design report and plans were prepared for each feasible alternative

V3 Services

- | | |
|---|---|
| • Stormwater Management Design | • Geotechnical Investigation & Evaluation |
| • Compensatory Floodplain Design | • Roadway Design |
| • Alternatives Analysis | • Remediation of Poor Soils |
| • Hydrologic & Hydraulic Modeling | • Land Strategy Services |
| • Wetland Assessment & Delineation | • Topographic Survey |
| • Groundwater & Subsurface Hydrology Investigation & Evaluation | • Construction Cost Estimating |
| | • Conceptual Design Document Preparation |

LACEY CREEK WATERSHED INFRASTRUCTURE IMPROVEMENT PLAN

DOWNERS GROVE, ILLINOIS

CLIENT: VILLAGE OF DOWNERS GROVE

Project Characteristics

- The Village sought a village-wide Watershed Infrastructure Improvement Plan to provide a comprehensive program for improving the Village's stormwater management capabilities
- Project goals included identifying problem areas, assessing causes, recommending alternatives and procedures to mitigate flooding problems, and identifying best management practices to improve water quality
- Using GIS, V3 reviewed resident questionnaires, flood complaints and Village records to identify areas with flooding or drainage problems, which were classified as nuisance, chronic, critical or emergency depending on severity and frequency.
- Field surveys were performed to collect topographic data to supplement available plans and studies and quantitative and qualitative assessments and stormwater modeling were used to determine the cause of flooding in each problem area
- Alternatives were developed to mitigate flood problems, including new or improved storm sewer systems, improved overland flow routes, additional stormwater storage, improved channel conveyance, increased bridge openings and program alterations
- Permitting requirements, cost opinions and construction timelines were developed for each recommended alternative and a prioritization scheme was developed to help the Village prioritize projects for implementation

V3 Services

- | | |
|--|--|
| • Stormwater & Flood Control Planning Services | • Preparation of Conceptual Design Documents |
| • Hydrologic & Hydraulic Modeling | • GIS Storm Sewer Atlas Supplements |
| • Wetland Permitting | • Topographic Survey |





Project Experience

MAPLE AVE. & CARPENTER ST. STORM SEWER REPLACEMENT,

DOWNERS GROVE, ILLINOIS

CLIENT: VILLAGE OF DOWNERS GROVE

Project Characteristics

- This project focused on roadway storm sewer improvements, including removal and abandonment of the old storm sewer system along a residential street
- The new storm sewer system involved installation of 10 manholes and 17 inlets, cleaning an existing 11-foot-diameter pipe, and asphalt repaving 1600 lineal feet of half of the roadway
- A concrete structure was constructed at the end of the existing 11-foot-diameter pipe to allow the Village future access for cleaning and to regrade the area and eliminate a safety hazard
- Coordination with the local residents and businesses during construction activities was critical as roadway access needed to be provided at all times
- Value engineering resulted in cost savings of approximately \$500,000
- 2008 APWA (American Public Works Association) Project of the Year

V3 Services

- Construction Management
- DuPage County, IDNR, & Army Corps of Engineers permitting
- Sediment & Erosion Control Design
- Floodway/Floodplain Analyses

PEKARA SUBDIVISION FLOOD PROTECTION IMPROVEMENT, LAKE COUNTY, ILLINOIS

CLIENT: LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

Project Characteristics

- V3 was retained by Lake County Storm Water Management Commission to prepare a Site Specific Flood Mitigation Report with recommendations for the most feasible, efficient and cost-effective measures to alleviate frequent flooding problems in the Pekara Subdivision, located in unincorporated Lake County
- Located at the confluence of the Des Plaines River and Aptakisic Creek, the subdivision is subjected to almost-yearly backwater flood flows from the Des Plaines River and floods generated in the Aptakisic Creek Watershed
- Extensive hydrologic and hydraulic modeling (TR-20, HEC-1, HEC-2, HEC-RAS) was performed to evaluate flood discharges and water surface elevations along the creek, taking into account the tailwater conditions and the backflows from the Des Plaines River
- Ten site improvement alternatives were identified, analyzed and evaluated based on their effectiveness and cost efficiency
- The recommended flood mitigation alternatives were presented by V3 at several stakeholder meetings that included local and county agencies as well as concerned residents

V3 Services

- Hydrologic & Hydraulic Analysis
- Floodplain Modeling
- Flooding Problems Improvements & Mitigation
- Site Flood Proofing Optimization



Maple Ave. Carpenter St.



Pekara Subdivision

McCOLLUM PARK STORMWATER IMPROVEMENTS, DOWNERS GROVE, ILLINOIS

CLIENT: VILLAGE OF DOWNERS GROVE

Project Characteristics

- Construct 15.6 acre-foot flood storage basin in the Prentiss Creek watershed to provide regional flood relief to areas that experience frequent drainage problems
- Designed 36-inch relief sewer to convey stormwater from mainline 60-inch storm sewer into flood storage basin
- Basin designed to take overflow from 60-inch storm sewer in storm events greater than the 10-year frequency event. System modeled in XPSWMM to demonstrate regional benefit
- Basin design also incorporates full size soccer field with underdrains and irrigation. Irrigation system senses soil moisture and only operates in dry conditions
- Project included relocating an existing sand volleyball court and basketball court, connecting existing pedestrian paths through the park, and site lighting
- Extensive coordination with Village and Park District was done to ensure the dual use facility met both Village needs and Park District needs

V3 Services

- Stormwater Management Design & Permitting Assistance
- Hydrologic & Hydraulic Analysis

KRESSWOOD TRAILS STORMWATER FACILITY ANALYSIS & RETROFIT,

WEST CHICAGO, ILLINOIS

CLIENT: CITY OF WEST CHICAGO

Project Characteristics

- V3 analyzed an existing stormwater management facility at Kresswood Trails subdivision indicated and determined that it was not maintaining normal water levels and that pond outlets and overflow routes were not constructed per design
- A feasibility study was conducted to evaluate Best Management Practice retrofit options, including creating an impervious liner by excavating and replacing the first 2 feet of soil below the normal water level with clay, filling the pond to the normal water level and creating a naturalized basin, and re-routing the storm sewer outlet to eliminate short circuiting in the pond
- Challenges included modeling storm sewers that flowed backward in some scenarios and analyzing a pond outlet that is subject to a tailwater condition from an adjacent floodplain
- Final design included reshaping the pond to maximize the developable area on the adjacent lot, providing additional storage, and revising the outfall structure to bring the pond into compliance with DuPage County stormwater requirements, planting a naturalized basin for water quality, and constructing a conveyance path 100-year storm event runoff
- The project was analyzed using the XP-SWMM model to represent its dynamic flow conditions

V3 Services

- Topographic Mapping
- Platting Services
- Hydrologic & Hydraulic Analysis
- Stormwater Management Design & Permitting Assistance
- Preliminary & Final Engineering
- Best Management Practice (BMP) Alternatives Analysis
- Cost Estimation
- Construction Document Preparation
- Natural Area Planting Design & Specifications



Project Experience



McCollum Park



Kresswood Trail



Project Experience

63RD STREET DRAINAGE STUDY & IMPROVEMENTS DESIGN, WOODRIDGE, ILLINOIS

CLIENT: VILLAGE OF WOODRIDGE

Project Characteristics

- The area along 63rd St. between Winston Dr. and 63rd Ct. experienced street flooding and occasional flooding of adjacent residences
- V3 was contracted to perform a drainage study to evaluate the existing drainage systems and identify deficiencies in the system that caused flooding
- The existing system was modeled in Hydraflow with tailwater impacts from Prentiss Creek taken into consideration
- Existing inlet capacities and overflow routes also were analyzed, and several conceptual solutions were identified to reduce flooding
- The drainage evaluation and subsequent storm events indicated that the flooding issues were mainly caused by debris blockage and clogging, and high-capacity curb inlets that drain directly to the main trunk line were selected to address the problem
- V3 provided preliminary and final engineering plans and construction documents for the high-capacity inlet installation

V3 Services

- Analysis of Existing Stormwater System & Overflow Routes
 - Hydrologic & Hydraulic Modeling
 - Topographic Survey
 - Preliminary & Final Engineering Plans
 - Construction Document Preparation
 - Alternatives Analysis
-

BARNESWOOD DRIVE STORM SEWER REPLACEMENT, DOWNERS GROVE, ILLINOIS

CLIENT: VILLAGE OF DOWNERS GROVE

Project Characteristics

- The project area is drained by several storm sewers that discharge directly into Lacey Creek
- Poor local drainage and ponding occurred during small storm events because of storm sewer profiles and undersized storm sewer inlets
- The project included upsizing and replacing two short storm sewer laterals and installing high-efficiency inlet grates
- The project will result in storm sewers that are capable of conveying 10-year and 25-year storm events without flooding at the inlets when Lacey Creek is not flooding
- V3 prepared preliminary design plans showing storm sewer and inlet replacements; final construction plans, specifications and an engineer's estimated opinion of probable cost were created to be used as bid documents by the Village
- Survey data was collected to prepare final design plans, including storm sewers, overland flow and roadway cross-sections

V3 Services

- Stormwater & Flood Control Planning
- Hydraulic Storm Sewer Modeling
- Preparation of Conceptual Design Plans
- Preparation of Final Construction Plans & Specifications
- Topographic & Utility Survey



63rd Street



Barneswood Drive Storm Sewer Replacement

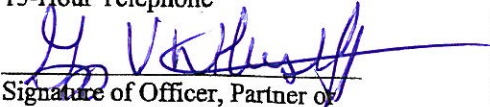
Village of Downers Grove

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:

<u>V3 Companies</u>	<u>Date: 05/02/2011</u>
<u>Company Name</u>	<u>jmaercklein@v3co.com</u>
<u>7325 Janes Ave</u>	<u>Email Address</u>
<u>Street Address of Company</u>	<u>Jennifer Maercklein</u>
<u>Woodridge, IL 60517</u>	<u>Contact Name (Print)</u>
<u>City, State, Zip</u>	<u>630-333-6646</u>
<u>630-724-9200</u>	<u>13-Hour Telephone</u>
<u>Business Phone</u>	
<u>630-724-9202</u>	<u>Signature of Officer, Partner or</u>
<u>Fax</u>	<u>Sole Proprietor</u>
	<u>Gregory V. Wolterstorff, P.E.</u>
	<u>Print Name & Title</u>
<u>ATTEST: If a Corporation</u>	
<u>Signature of Corporation Secretary</u>	

VILLAGE OF DOWNERS GROVE:

<u>Authorized Signature</u>	ATTEST:
<u>Title</u>	<u>Signature of Village Clerk</u>
<u>Date</u>	<u>Date</u>

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

PROPOSER'S CERTIFICATION (page 1 of 3)

Watershed Improvements St. Joseph

With regard to Creek N. Sub F, proposer V3 Companies 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 not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY:


Proposer's Authorized Agent

3	6	-	3	2	5	2	4	4	0
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 2 day of May, 2011.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of
IL, which operates under the Legal name of

V3 Companies of Illinois, and the full names of its Officers are as follows:

President: Robin L. Petroelje

Secretary: Louis J. Gallucci

Treasurer: Patrick R. Kennedy

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:

PROPOSER'S CERTIFICATION (page 3 of 3)

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? Yes

Insurer's Name Charter Oak Fire, Hudson, One Beacon America

Agent Willis of Illinois - Rachel Buelow

Street Address 233 South Wacker, Suite 200

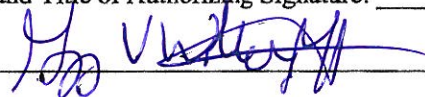
City, State, Zip Code Chicago, IL 60606

Telephone Number 312-288-7154

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

Print Name of Company: V3 Companies

Print Name and Title of Authorizing Signature: Gregory V. Wolterstorff, P.E.

Signature: 

Date: 05/02/2011

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.

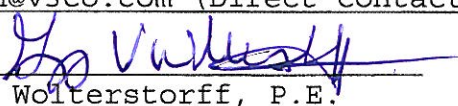
Company Name: V3 Companies

Address: 7325 Janes Ave

City: Woodridge Zip Code: 60517

Telephone: (630) 724-9200 Fax Number: (630) 724-9202

E-mail Address: jmaercklein@v3co.com (Direct Contact)

Authorized Company Signature: 

Gregory V. Wolterstorff, P.E.

Print Signature Name: _____ Title of Official: Director

Date: 05/02/2011

Campaign Disclosure Certificate

Any Contractor, 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.

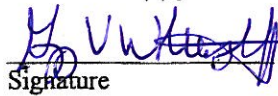
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/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

Gregory V. Wolterstorff
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

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM 1

PROPOSAL: SW-072, Watershed Improvements – St. Joseph Creek North (Sub F)

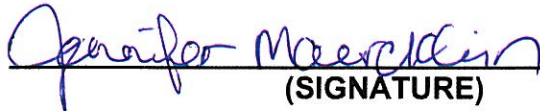
PROPOSAL OPENING: April 26, 2011

ADDENDUM NO.: 1

PROPOSER: V3 Companies

ADDRESS: 7325 Janes Ave

RECEIVED BY: Jennifer Maercklein
(NAME)


(SIGNATURE)

DATE: 04/26/2011

Section 3

Salary Cost (Base Bid)	160	\$14,616
Direct Costs		\$375
Total "Not to Exceed" Cost (Base Bid)		\$14,991

Salary Cost (Base Bid + Optional Service)	-	\$16,356
Direct Costs		\$450
Total "Not to Exceed" Cost (Base Bid + Option)		\$16,806

Proposed Schedule for RFP SW-072, St. Joseph Creek North (Sub F), Village of Downers Grove

Task	Notice to Proceed + 45 days							NTP + 60 d	
	W1	W2	W3	W4	W5	W6	W7	W8	W9
Task 1: Topographic Survey									
Topographic Survey									
Task 2: Existing Conditions Modeling									
Review Available Village Data									
Hydrologic Evaluation and Modeling									
Hydraulic Evaluation and Modeling									
Calibration									
Summary of Results									
Task 3: Evaluate Alternatives, including but not limited to:									
Improved Conveyance and/or Inlet Capacity									
Roadway / Parkway Modifications									
New / Revised Storage Areas									
Property Acquisition									
Stormwater BMPs									
Tasks 4 - 6: Concept Plans, Cost Estimates, Identify SMAs									
Concept Design Plan Exhibits for Feasible Alternatives									
Identify Special Management impacts for Alternatives									
Cost Estimates for Feasible Alternatives									
Tasks 7 & 8: Final Report									
Prepare draft preliminary Final Report									
Prepare Final Report									
Task 9: Meetings									
Four 2-hour Meetings with Village and preparation of Minutes									

A draft schedule is presented above. The preliminary draft final report shall be submitted within 45 calendar days of Notice to Proceed. The Final Report shall be presented within 60 calendar days of Notice to Proceed. The schedule shows four 2-hour meetings with the Village. The timing of these meetings may be adjusted as desired by the Village. The project shall commence within 7 days of Notice to Proceed.



ALBERTA, CANADA | CHICAGO, IL, USA | JEDDAH, SAUDI ARABIA
PHOENIX, AZ, USA | RIYADH, SAUDI ARABIA
+1 630 724 9200

2011-2015 Capital Project Sheet

Project # **SW-072**

Project Description

Watershed Improvements, St. Joseph Creek North (Sub F)

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves the grading of additional floodplain storage within the subwatershed, likely in conjunction with voluntary buy-outs, and the addition or upsizing of storm sewers

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				50,000	150,000					200,000
Land Acquisition	X				2,000,000					2,000,000
Infrastructure	X	X				1,050,000			2,500,000	3,550,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				50,000	2,150,000	1,050,000	-	-	2,500,000	5,750,000

Funding Source(s)

243-Stormwater Fund	▼	50,000	2,150,000	1,050,000			2,500,000	5,750,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		50,000	2,150,000	1,050,000	-	-	2,500,000	5,750,000

Project status and completed work

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

In 2011, it is anticipated that Staff will retain a consultant to study the sub-watershed, to identify solutions to the flooding on Fairview Ave at Hummer Park. Possible voluntary buy-outs and construction of a stormwater storage facility could start as early as 2012, with additional storm sewer improvements in future.

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

Map/Pictures of Project



Internal staff information:

Priority Score **High**

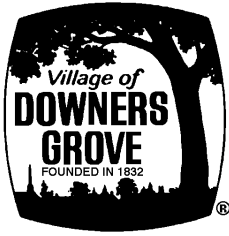
Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works



Village of Downers Grove

Contractor Evaluation

Contractor: V3 Companies, Ltd.

Project: Watershed Improvements, Lacey (Sub G)

Primary Contact: Sandy Homola/Greg Wolterstorff Phone: 630-729-6334

Time Period: July '08 – April '10

On Schedule (allowing for uncontrollable circumstances) ☐ yes ☒ no

Provide details if early or late completion: Project was substantially delayed due to an extremely lengthy permit review process.

Change Orders (attach information if needed): None

Difficulties / Positives: Permit review process with governing agencies could have been handled in a more efficient manner. Consultant was very responsive to Village Staff requests for information.

Interaction with public:

☐ excellent ☒ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

Should the Village contract with this vendor in the future? ☒ Yes ☐ No

Reviewers: Jeff Loster

Date: 4/11/10