

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JANUARY 3, 2012 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Development Review Services - Stormwater Consultant Contracts	Resolution Ordinance ✓ Motion Discussion Only	Tom Dabareiner AICP Community Development

**SYNOPSIS**

A motion is requested to award two contracts for stormwater related development review services ERA (Warrenville) and Burns & McDonnell (Downers Grove) in the estimated amount of \$20,000.00 each.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011 to 2018 identified *Exceptional Municipal Organization*.

**FISCAL IMPACT**

The adopted FY12 budget includes \$40,000 for development review services specifically associated with stormwater and wetland review matters. The majority of this expense is recaptured through development related fees.

**RECOMMENDATION**

Approval on the January 3, 2012 consent agenda.

**BACKGROUND**

The Village’s Community Development Department manages the development review process. Many projects contain challenging stormwater, grading and wetland issues with potential impacts which are not always evident. This occurs in a complex regulatory environment, with the Village having full waiver status and responsibility for enforcing the DuPage County Stormwater Ordinance. Simple reviews can be done in-house with existing staff. However, other reviews demand modeling or greater working knowledge of the stormwater ordinance, best management practices, and other tools and data not readily available to in-house staff.

Approximately every three years, the Village issues a Request for Proposals (RFP) for stormwater review services from consultants who work in the area and are familiar with the DuPage County ordinance. The current contract expires December 31, 2011. An RFP was issued in October with a deadline for submittal in mid-November. Interviews with the three firms deemed most qualified were conducted at the end of November. The companies that submitted their qualifications are listed below:

- |                               |                           |                      |
|-------------------------------|---------------------------|----------------------|
| ERA (the incumbent)*          | HLR                       | Farnsworth Group     |
| Burns & McDonnell*            | Hey & Associates          | Ciorba Group         |
| James J. Benes & Associates * | Burke Engineering         | Robinson Engineering |
| Bollinger Lach & Associates   | Gingerich Gereaux & Assoc | Manhard Consulting   |
| Crawford Murphy & Tilly       |                           |                      |

\* Denotes firms that were interviewed

Interviews were conducted with three firms. Two firms demonstrated more knowledge and compatibility with the Village approach to development review and customer service: ERA (the incumbent firm), based in Warrenville; and, Burns & McDonnell, with service from their large Downers Grove offices. Staff recommends hiring both firms to assist with the growing number of plans requiring stormwater, grading or wetland review services. Both firms are interested in sharing the contractual services.

Staff anticipates alternating reviews between the two firms to help assure timely reviews on behalf of the customer. Both firms offer flat rates for certain review services to provide predictability for the customer, as well. Both of the nominated companies offer specialists in-house capable of providing excellent stormwater and wetland related services.

#### **RECOMMENDATION**

ERA has satisfactorily provided the stormwater and wetland review services during the last three years and staff recommends continuing that relationship with a renewed three-year contract. Staff also believes it is beneficial to have a second review firm to assure timely reviews and competitive fees on behalf of the village's customers and recommends Downers Grove based Burns & McDonnell. Both firms share the Village's commitment to high level customer service, along with a facilitate, rather than over-regulate attitude.

#### **ATTACHMENTS**

Proposal Contracts  
Report Card



## REQUEST FOR PROPOSAL

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: Stormwater Permit Review Services  
Proposal No.: RFP-0-43-2011/tt  
Proposal Due: 11:00 A.M., Monday, October 31, 2011  
Pre-Proposal Conference: None

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: October 17, 2011

Date Issued: October 17, 2011

This document consists of 25 pages.

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

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **11:00A.M., Monday, October 31, 2011.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

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

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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 the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

### **4. RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposals will not be waived.

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

### **6. USE OF VILLAGE'S NAME**

6.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**8. NONDISCRIMINATION**

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**9. SEXUAL HARASSMENT POLICY**

9.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

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- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the



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Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

### **11. DRUG FREE WORK PLACE**

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **12. PATRIOT ACT COMPLIANCE**

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

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Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**13. INSURANCE REQUIREMENTS/INDEMNIFICATION**

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to-section .9 below)	\$2,000,000	Annual Aggregate

9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

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- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.6 Proposer and any Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 9.7 Proposer and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Proposer or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Proposer or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for

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Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **14. CAMPAIGN DISCLOSURE**

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

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

- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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

### **15. SUBLETTING OF CONTRACT**

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

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

### **16. TERM OF CONTRACT**

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

**17. TERMINATION OF CONTRACT**

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, including that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

**18. BILLING & PAYMENT PROCEDURES**

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

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

**20. STANDARD OF CARE**

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the

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Project.

- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

**21. GOVERNING LAW**

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**22. SUCCESSORS AND ASSIGNS**

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**23. WAIVER OF CONTRACT BREACH**

- 23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**24. AMENDMENT**

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

**25. NOT TO EXCEED CONTRACT**

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

**26. SEVERABILITY OF INVALID PROVISIONS**

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

**27. NOTICE**

- 27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's

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place of business. Notices shall be addressed to the Village as follows:

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

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

- 28.1 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. BACKGROUND**

The Village of Downers Grove is a complete waiver community under the provisions of the DuPage County Countywide Stormwater and Flood Plain Ordinance (County Ordinance). Therefore, the Village has full responsibility to interpret and enforce the provisions of said Ordinance within the Village's corporate limits. The Village is seeking professional consultant services to meet the following objectives:

- A. To ensure accurate enforcement of Village, County, State, and Federal stormwater and related environmental standards.
- B. To meet the technical expertise requirements of the County Ordinance.
- C. To absorb peak review workloads.
- D. To achieve consistency of code interpretation.
- E. To provide additional stormwater engineering and related expertise as needed.

In addition to flood plain areas mapped by FEMA and DuPage County, the Village has a significant number of localized flooding areas and wetlands. Although the Village may request review by the Consultant on any project requiring a stormwater permit, the permits currently sent to consultants for review include Special Management Areas (flood plain, riparian, floodway, wetland, and localized poor drainage areas)(SMAs), stormwater detention, and / or other significant drainage issues.

The Village desires that the selected Consultant must be well-qualified in all of the following areas:

- A. General municipal engineering / site development regulatory review
- B. General stormwater expertise / drainage review
- C. Flood plain review and modeling
- D. Wetland / riparian review

If the Consultant does not meet technical expertise requirements for all 4 areas, an agreement with one or more sub-consultants will be considered. However, the Village may choose to select a Consultant based solely on expertise in just one area.

#### **2. DETAILED SCOPE OF ENGINEERING SERVICES**

- A. Review stormwater-permit applications associated with proposed land development and redevelopment projects for compliance with Village, County, State, and Federal standards as applicable. Consultant must be familiar with Village, DuPage County, IDNR, IEPA, IDOT, IHPA, FEMA, and U.S. Army Corps of Engineers requirements.
- B. Review preliminary site plans and other information associated with petitions for zoning or land use decisions. The Village may request a "preliminary review" of information provided for said petitions, focusing on whether or not a project is generally feasible per stormwater standards.



## Village of Downers Grove

- C. Coordinate review by outside agencies and other consultants, including but not limited to the Downers Grove Park District, DuPage County Forest Preserve District, DuPage County, IDNR, IEPA, IDOT, IHPA, NRCS, FEMA, and the U.S. Army Corps of Engineers.
- D. Write a review letter to the Village for each permit submittal cycle. If a submittal is not sufficiently complete to warrant a full review, the Consultant shall send a letter stating such to the Village.
- E. Confer with the Village Stormwater Administrator in all cases where code language may be subject to interpretation.
- F. Seek opinions from DuPage County, the State of Illinois, or Federal agencies when needed to guide code interpretations.
- G. Projects may include the following: review of Village-designed plans; survey work; preliminary designs and cost estimates; and watershed modeling of limited size areas.
- H. Review site engineering plans, plats, and technical reports for subdivisions, planned developments, and individual site development projects.
- I. Review of maintenance and monitoring submittals for SMAs.

### 3. DELIVERABLES

- A. Review letters and other correspondence as required by the Scope.
- B. Plans, specifications, and / or estimates for any special projects as applicable.
- C. Monthly billing invoices accompanied by detailed descriptions of the project (e.g. "flood plain review for 123 Main Street"). Separate project numbers shall be assigned for each review project, and **the total project billing shall be calculated and provided to the Village via e-mail within 24 hours of the Consultant's recommendation for permit approval.** Services not chargeable to specific development project reviews shall be invoiced separately.

### 4. PROVISIONS BY VILLAGE

The Village can provide the selected Consultant one copy of each of the following as needed:

- A. Village of Downers Grove Stormwater and Flood Plain Ordinance.
- B. DuPage County Countywide Stormwater and Flood Plain Ordinance.
- C. Current Village Drainage Control map (available in ESRI digital file format).
- D. Digital Flood Insurance Rate Maps (available in Adobe or ESRI GIS file formats).
- E. Village standard detail drawings and other Village standards as available.
- F. Village checklists for grading plan and stormwater permit review.
- G. Standard format for Village review letters as needed.

**5. SCHEDULE**

This Contract shall be in effect from the date of execution by the Village until the conclusion of the Village's 2014 fiscal year on December 31, 2014. Any annual rate adjustments shall be as stated in the proposal and as agreed upon by the Village in the RFP selection process.

Following are the required schedule performance requirements for reviews:

<b>Project Type</b>	<b>Allowable Return Time</b>
Preliminary / Concept Review	2 business days
Standard Review	4 business days
Review with SMA or multiple detention basins	7 business days
Subdivision / Planned Development Review	7 business days
Special Projects	As agreed upon per project

**6. CONSULTANT PROPOSAL CONTENT**

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

- A. Name and address of the firm's local office and primary contact person.
- B. Résumés of key and support staff.
- C. Any sub-consultant services and their qualifications planned for this project.
- D. Pertinent project experience summary sheets of the firm(s) with names of project contacts, cost, location, and brief project descriptions. Appropriate projects within the last 3 years are sufficient.
- E. Statement of what areas of technical expertise are met by the Consultant in accordance with Section 15-47.3a of the DuPage County Stormwater and Flood Plain Ordinance (i.e. GENERAL STORMWATER, FLOOD PLAIN, and WETLAND / RIPARIAN).
- F. List of all current and recent clients for projects within the Village (within the past 3 years). Also include this information for any subsidiaries or other companies in which the Consultant has a significant financial interest.
- G. A brief description of any disputes and litigation resulting from engineering services performed within the last three (3) years.
- H. Any limitation on the total number of staff hours that can be allocated to work under this contract on a monthly basis.

**7. COMPENSATION / AGREEMENT**

The Village generally uses the method of compensation for professional engineering services to be based on hourly-charged rates plus expenses with a not-to-exceed total cost. However, a total not-to-exceed cost is not required by this Contract, as a reasonable estimate of the total workload cannot be

## Village of Downers Grove

made in advance. Therefore, the Consultant will be compensated on a direct time and materials basis. No minimum or maximum workload is implied by this Contract.

In a sealed envelope, list the hourly rates of staff indicated in the above Item 7, your proposed burden, fringe, overhead and profit rates (multiplier).

### **8. CONSULTANT EVALUATION**

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

- A. **Capability and experience on comparable projects. (50%)**  
The Consultant must demonstrate meeting of applicable technical expertise requirements as outlined in Section 15-47.3a of the County Ordinance.
- B. **Dedication of firm to avoid conflicts of interest within the Village. (25%)**  
The Village desires to minimize the number of private stormwater permit applicants (not other government agencies) who act as clients to the Consultant. Please whether you are willing to forgo any work for stormwater applicants to the Village.
- C. **Proposed staff (25%)**  
Demonstrate the appropriate mix of design professionals and technical staff and experience on similar projects.

### **9. OTHER PERTINENT DETAILS**

The Village is a full-waiver community under the DuPage County Stormwater Ordinance. The Department of Community Development will administer this contract. The primary points of contact will be the Stormwater Administrator and the Director of Community Development.

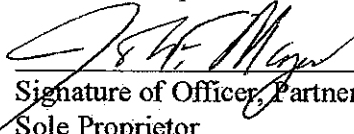
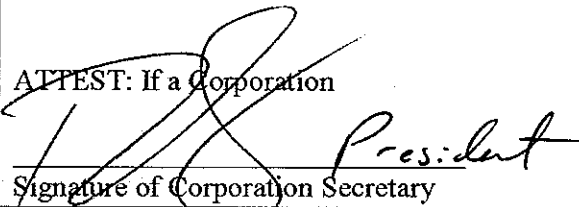
**IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

(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.)

**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**

<b>PROPOSER:</b>	
Engineering Resource Associates, Inc. (ERA) Company Name	Date: <u>October 31, 2011</u>
<u>3s701 West Avenue, Suite 150</u> Street Address of Company	<u>jmayer@eraconsultants.com</u> Email Address
<u>Warrenville, IL 60555</u> City, State, Zip	<u>John F. Mayer, PE, CFM</u> Contact Name (Print)
<u>(630) 393-3060</u> Business Phone	<u>(630) 918-7721 Mobile</u> 13-Hour Telephone
<u>(630) 393-2152</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation  Signature of Corporation Secretary	<u>John F. Mayer, Principal</u> Print Name & Title

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Engineering Resource Associates, Inc. (ERA)

ADDRESS: 3s701 West Avenue, Suite 150

CITY: Warrenville

STATE: Illinois

ZIP: 60555

PHONE: (630) 393-3060 FAX: (630) 393-2152

TAX ID #(TIN): 36-3686466

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

SIGNATURE: *J. H. Meyer*

DATE: 10/31/11

**PROPOSER'S CERTIFICATION**

With regard to Stormwater Permit Review Services, proposer Associates, Inc hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

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

BY: [Signature]  
Proposer's Authorized Agent

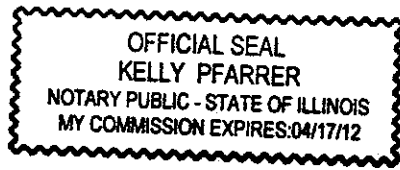
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 31st day of October, 2011

[Signature]  
Notary Public



Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Rodney A. Beadle, PE, CFM

Secretary: Susan M. Beadle

Treasurer: N/A

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(c) **Sole Proprietor**

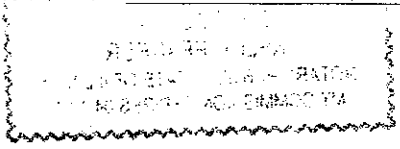
The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

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

Insurer's Name Holmes Murphy & Associates

Agent Paula Dixon

Street Address 311 S. Water Street, Suite 211





Village of Downers Grove

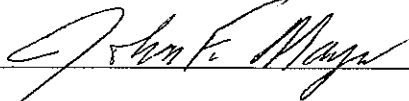
City, State, Zip Code Peoria, IL 61602

Telephone Number (630) 299-3539

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

Print Name of Company: Engineering Resource Associates, Inc.

Print Name and Title of Authorizing Signature: John F. Mayer, Principal

Signature: 

Date: October 31, 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.

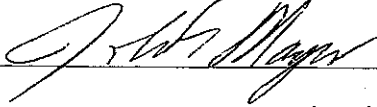
Company Name: Engineering Resource Associates, Inc.

Address: 3s701 West Avenue, Suite 150

City: Warrenville, IL Zip Code: 60555

Telephone: ( 630) 393-3060 Fax Number: ( 630) 393-2152

E-mail Address: jmayer@eraconsultants.com

Authorized Company Signature: 

(Print )Name: John Mayer Title of Official: Principal

Date: October 31, 2011

**Campaign Disclosure Certificate**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

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

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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

Under penalty of perjury, I declare:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

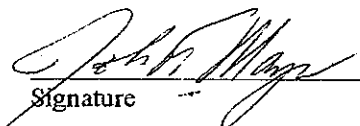
Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: Engineering Resource Associates, Inc.  
(company or individual)

To whom contribution was made: Brian Krajewski

Year contribution made: 2006 Amount: \$ 800.00

  
Signature

John F. Mayer, Principal  
Print Name



# **ENGINEERING RESOURCE ASSOCIATES, INC.**

**Consulting Engineers, Scientists & Surveyors**

October 31, 2011

Ms. Theresa H. Tarka  
Purchasing Assistant  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

**SUBJECT: Professional Engineering Proposal – Stormwater Permit Review Services  
Proposal No.: RFP-0-43-2011/tt**

Dear Theresa:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this Professional Engineering Proposal to the Village of Downers Grove for the Stormwater Permit Review Services project. Our proposal was prepared in accordance with the Request for Proposal, our current experience working for the Village of Downers Grove, and our experience on similar assignments.

ERA is a full-service engineering and environmental firm with specialized experience in municipal engineering, stormwater management, and water resource projects. Our staff is client focused and dedicated to providing responsive service, outstanding technical expertise, consistent quality, and superior results to all of our clients.

ERA is uniquely qualified to provide services in each category of work outlined in the Village of Downers Grove's Request for Proposal. This statement highlights our expertise and presents several advantages ERA will offer on this project including:

- **Extensive Knowledge of DuPage County's New and Existing Stormwater and Flood Plain Ordinances** – For over 16 years, ERA has served as DuPage County's primary review consultant. During that time, our staff has:
  - Successfully completed over 1,000 reviews involving stormwater facilities, wetland mitigations, riparian mitigations, and flood plain impacts.
  - Actively assisted DuPage County with revisions to the ordinance, and served as authors of the BMP Technical Guidance Manual.
  - Written technical papers on County policy issues requiring direction or clarification.
  - Regularly attended the Municipal Engineers and Stormwater Ordinance Review meetings to remain abreast of new ordinance changes.
- **Experience with the Village of Downers Grove** – Since 2008, ERA has successfully performed stormwater, environmental, and BMP reviews for village staff. In addition, we have completed numerous public improvement projects for the village. These projects have included

**Warrenville**  
3s701 West Avenue, Suite 150  
Warrenville, IL 60555  
T 630.393.3060  
F 630.393.2152

**Geneva**  
501 West State Street, Suite 203  
Geneva, IL 60134  
T 630.262.8689  
F 630.262.8698

**Chicago**  
10 South Riverside Plaza, Suite 1800  
Chicago, IL 60606  
T 312.683.0110  
F 312.474.6099

**Champaign**  
3002 Crossing Court  
Champaign, IL 61822  
T 217.351.6268  
F 217.355.1902

drainage studies, construction of stormwater management and recreational facilities, streambank stabilization, and roadway reconstruction.

- **Team Diversity and Consistency** – Our project team has performed municipal reviews together for numerous years. The consistency in the team members has created quality, expeditious, and consistent reviews. Our team also consists of a diverse staff with varying degrees of expertise. Depending upon the level of expertise required by the specific task, the Village of Downers Grove has a variety of options for personnel assignments.
- **Municipal Engineering Experience** – ERA has performed stormwater and site development review services for several municipalities and park districts in northeastern Illinois. Clients include the Village of Downers Grove, Village of Glen Ellyn, Village of Carol Stream, Village of Carpentersville, City of Naperville, Village of Lily Lake, and Bolingbrook Park District. Our staff has performed drainage studies, and extensive watershed modeling.
- **Comprehensive In-House Services** – ERA has the experience and staff availability to provide all services for the Village of Downers Grove using only in-house staff and resources. We do not intend to use any subconsultants for the duration of this assignment. This applies to all four categories of work including stormwater reviews, flood plain reviews, wetland/riparian reviews, and general municipal services.
- **Web-Based Online Project Management** – Since the stormwater reviews are extremely time sensitive, ERA proposes to utilize our web-based project management software available for use by Village of Downers Grove staff. This “open book” software provides efficient communication between staff and the Village and easily tracks the history of each review.
- **No Conflict of Interest** – Since ERA was founded in 1990, our work has been performed primarily for municipal and other governmental clients. If awarded this assignment, ERA will continue to turn away work on private development projects within the Village of Downers Grove. During the duration of ERA’s current contract, we have maintained this position and refused submitting proposals on all private work within the Village. ERA also commits to refusing to enter into engineering contracts that involve design-build or construction-related contracts for private parties within Village of Downers Grove limits.

We appreciate this opportunity to submit the Professional Engineering Proposal and we look forward to continuing our relationship with the Village of Downers Grove on this important project. If you have any questions, please contact me at (630) 393-3060, or via email to [jmayer@eraconsultants.com](mailto:jmayer@eraconsultants.com).

Respectfully submitted,  
ENGINEERING RESOURCE ASSOCIATES, INC.



John F. Mayer, PE, CFM  
Principal / Project Manager





## COMPANY PROFILE

### Engineering Resource Associates, Inc.

Founded in 1990, Engineering Resource Associates, Inc. (ERA) is a full-service civil engineering, structural design, environmental science and surveying firm serving clients throughout the Midwest. With offices in Warrenville, Geneva, Chicago and Champaign, ERA offers diverse experience on a wide variety of projects for public and institutional clients.

Our professional staff includes licensed professional engineers, structural engineers, environmental scientists, engineers-in-training, licensed professional land surveyors, engineering technicians, and support personnel. We use a project team approach in completing assignments. As stormwater is integrated into most of our projects, ERA has a total of **10 Certified Floodplain Managers** who are knowledgeable in handling the most complicated drainage conditions. Our team consists of qualified professionals experienced in the review, design and construction of public works projects. ERA is fully equipped with state-of-the-art CAD and GIS workstations and design software. We perform survey assignments using in-house electronic total stations and GPS equipment.

- **Address of Corporate Headquarters and Chicago Area Locations**

Warrenville/Corporate:

3S701 West Avenue, Suite 150  
Warrenville, IL 60555  
(630) 393-3060 phone  
(630) 393-2152 fax

Chicago/Downtown Office:

10 S. Riverside Plaza, Suite 1800  
Chicago, IL 60606  
(312) 683-0110 phone  
(312) 474-6099 fax

Geneva Office:

501 West State Street, Suite 203  
Geneva, IL 60134  
(630) 262-8689 phone  
(630) 262-8698 fax

Champaign Office:

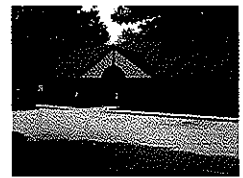
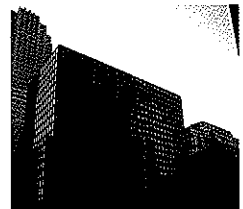
3002 Crossing Court  
Champaign, IL 61822  
(217) 351-6268 phone  
(217) 355-1902 fax

- **Primary Contact**

John F. Mayer, PE, CFM – Project Manager  
Email: [jmayer@eraconsultants.com](mailto:jmayer@eraconsultants.com)  
(630) 393-3060 phone  
(630) 393-2152 fax

- **Firm Licensed to Practice:** Illinois, Indiana, and Wisconsin

- **The Village of Downers Grove's Stormwater Permit Review Services will be managed from ERA's Warrenville office, located within minutes of all Village of Downers Grove's offices.**



ENGINEERING RESOURCE ASSOCIATES, INC.



## COMPANY PROFILE

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### *ERA's Primary Services*

#### **Stormwater**

- Stormwater Permitting and Permit Review Services
- Floodplain/Floodway Modeling and Permitting
- Ordinance and Manual Preparation
- Levee Accreditation and Design
- Dam Design and Breach Analysis
- Watershed Studies
- Storm Sewer System Analysis and Design
- Detention/Retention Facility Design
- Stormwater Utility Assistance
- FEMA Map Revisions and Amendments
- IDOT Location Drainage Studies
- Bridge and Culvert Hydraulic Reports

#### **Environmental**

- Wetland and Riparian Delineation
- Permitting and Mitigation Design
- LEED and Green Infrastructure Certification and Design
- Streambank and Shoreline Restoration and Stabilization Design
- Best Management Practices Design
- Ordinance and Manual Preparation
- Environmental Permitting and Permit Review Services

#### **Transportation and Infrastructure**

- Bicycle Path and Trail Design
- Roadway Design
- Parks and Recreational Design
- Water System Analysis and Design
- Sanitary Sewer System Analysis and Design
- Streetscape Design
- Bridge Condition Analysis
- Structural Bridge and Culvert Design
- Traffic Signal Design
- Street and Ornamental Lighting Design
- Traffic and Parking Studies

#### **Surveying / Construction**

- Route and Topographic Surveys
- Land and Boundary Surveys
- Plats of Subdivision, Annexation, Easements, etc.
- Construction Engineering Services
- Construction Layout and Staking
- GIS Mapping Development and Database Management





## COMPANY PROFILE

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### Staff Qualifications:

ERA has a highly-qualified staff of professionals registered in the following areas:

- Illinois Registered Professional Engineers (14)
- Illinois Registered Structural Engineers (2)
- Illinois Registered Professional Surveyors (1)
- Resident Engineers/Inspectors (5)
- Certified Floodplain Managers (10)
- SWS Certified Professional Wetland Scientist (1)
- Certified Erosion and Sediment Control Specialist (1)

### Professional Affiliations:

- Illinois Association for Floodplain and Stormwater Management (IAFSM)
- American Council of Engineering Companies (ACEC)
- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- Conservation Foundation
- Illinois Park and Recreation Association (IPRA)
- Institute of Transportation Engineers (ITE)
- League of Illinois Bicyclists
- U.S. Green Building Council (USGBC)
- Association of State Wetland Managers
- Engineers Without Borders (EWB)
- Illinois Association of Environmental Professionals (IAEP)
- Illinois Professional Land Surveyors Association (IPLSA)
- National Society of Professional Engineers (NSPE)
- Open Lands
- Society of Wetland Scientists
- Surveyors Historical Society







## COMPANY PROFILE

### ***No Conflict of Interest***

Since ERA was founded in 1990, our work has been performed primarily for municipal and other governmental clients. **If awarded this assignment, ERA will continue to turn away work on private development projects within the Village of Downers Grove.** During the duration of ERA's current contract, we have maintained this position and refused submitting proposals on all private work within the Village. ERA also commits to refusing to enter into engineering contracts that involve design-build or construction-related contracts for private parties within Village of Downers Grove limits.

### ***Disputes and Litigation***

During the last three years, ERA has been involved in only one dispute.

1.	<b>Case Name</b>	Custom Development LLC v. ERA
	<b>Case #</b>	2009 AR003627
	<b>Court</b>	18 <sup>th</sup> Judicial Circuit Court, DuPage County, Illinois
	<b>Basis</b>	Plaintiff claimed ERA was unable to obtain a floodplain and wetland permit in a timely manner for a residential single-family lot.
	<b>Outcome</b>	Case was settled for a nominal amount.

### ***Staff Availability***

ERA has carefully reviewed the potential scope of work included in the Request for Proposals and evaluated the necessary time commitments. We have analyzed our current and upcoming assignments through December 31, 2014, and we hereby certify that ERA has the staff and resources available to provide the necessary municipal engineering services required for this assignment with the Village of Downers Grove.

Our staff members assigned to the project team possess extensive experience in the review, design, and permitting of stormwater management, floodplain, development, and wetland projects. Their specialized experience in these areas will ensure timely, comprehensive and consistent reviews are efficient and cost-effective. Additionally, our staff has various levels of expertise and hourly rate structures which affords the Village of Downers Grove staffing options depending upon the expertise required for the specific tasks or need.





## PROJECT EXPERIENCE

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### ***ERA's Stormwater Permitting Review and Design Experience: 2008 – Current***

ERA has compiled an extensive resume of successfully completed and on-going stormwater permitting review and design engineering assignments. Through our experience with stormwater and environmental programs and our work with ordinances in DuPage County, Cook County, Kane County, Will County, Lake County, and McHenry County, we have developed a solid reputation as one of the leading stormwater engineering and environmental consulting firms in the Chicagoland area.

The following is a brief summary of ERA's recent projects that demonstrate our experience and capabilities relevant to the specific categories outlined in the Request for Proposals. Detailed information for each individual project is providing following the summary.

#### **General Municipal Engineering / Site Development Regulatory Review**

- Village of Downers Grove Site Development Review Consultant – Village of Downers Grove
- DuPage County Stormwater and Flood Plain Permit Reviews and Audits – DuPage County
- Village of Glen Ellyn Drainage and Site Development Review Consultants – Village of Glen Ellyn
- City of Naperville Permit Reviews – City of Naperville
- Prentiss Creek Subwatershed B Storm Sewer and Watermain Improvements – Village of Downers Grove
- Glen Ellyn Road Storm Sewer Analysis and Drainage Improvement Project – DuPage County Department of Transportation
- Village of Lily Lake Consulting Engineer Services – Village of Lily Lake
- Bolingbrook Park District – Park District Engineering – Bolingbrook Park District

#### **General Stormwater Expertise / Drainage Review**

- Village of Downers Grove Stormwater and Floodplain Consultant – Village of Downers Grove
- DuPage County Stormwater and Flood Plain Permit Reviews and Audits – DuPage County
- Village of Glen Ellyn Drainage and Review Consultants – Village of Glen Ellyn
- College of DuPage Campus Improvements, and Stormwater and Floodplain Review – College of DuPage
- Cook County Watershed Management Ordinance and Technical Reference Manual – Metropolitan Water Reclamation District of Greater Chicago
- City of Naperville Permit Reviews – City of Naperville
- Cantigny Park Stormwater Management and Environmental Amenities Plan – Cantigny Park (City of Wheaton)





## PROJECT EXPERIENCE

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- Prentiss Creek Subwatershed B Storm Sewer and Watermain Improvements – Village of Downers Grove
- Glen Ellyn Road Storm Sewer Analysis – DuPage County Department of Transportation
- Taylor Basin Watershed Study – Village of Glen Ellyn
- Cherry Street Depressional Area Watershed Study – City of Wheaton
- Levee Accreditation and Maintenance Improvements Project – City of Elmhurst
- Skokie Country Club/East Diversion Ditch and Bypass Improvements – Village of Glencoe
- Palos/Greenbay Road Stormwater Improvement – Village of Glencoe

### **Flood Plain Review and Modeling**

- Village of Downers Grove Stormwater and Floodplain Consultant – Village of Downers Grove
- DuPage County Stormwater and Floodplain Permit Reviews and Audits – DuPage County
- Village of Glen Ellyn Drainage and Review Consultants – Village of Glen Ellyn
- Natural and Flood Hazard Mitigation Plan – City of Calumet City
- FEMA CRS Program Assistance – Downers Grove, Glen Ellyn, Lansing, Orland Hills, Calumet City, and South Holland
- Repetitive Flood Loss Analysis – Village of Wheeling
- Cook County Watershed Management Ordinance and Technical Reference Manual – Metropolitan Water Reclamation District of Greater Chicago
- Winfield Riverwalk Design Development Phase – Village of Winfield
- DuPage River West Branch Restoration and Hydraulic Improvements – DuPage County
- West Branch DuPage River Watershed Plan – DuPage County
- Crabtree Creek Flood Plain Mapping – DuPage County
- Cantigny Park Stormwater Management and Environmental Master Watershed Plan – Cantigny Park (City of Wheaton)
- Stormwater and Environmental Assessment Master Plan – College of DuPage
- Naperville Riverwalk Segment II Hydraulics and Permitting – City of Naperville

### **Wetland / Riparian Environmental Review**

- Village of Downers Grove Environmental Review Consultant – Village of Downers Grove
- DuPage County Stormwater Permit Reviews and Audits – DuPage County
- Cook County Watershed Management Ordinance and Technical Reference Manual – Metropolitan Water Reclamation District of Greater Chicago
- DuPage County Best Management Practice Manual – DuPage County
- City of Naperville BMP Permit Reviews – City of Naperville
- Winfield Riverwalk Design Development Phase – Village of Winfield
- DuPage River West Branch Restoration and Hydraulic Improvements – DuPage County
- West Branch DuPage River Watershed Plan – DuPage County



**VILLAGE OF DOWNERS GROVE  
STORMWATER PERMIT REVIEW SERVICES  
RFP-0-43-2011/tt**

**CHARGES FOR PROFESSIONAL SERVICES  
WITH A STANDARD MULTIPLIER RATE OF 2.80  
JANUARY 1, 2012 THROUGH DECEMBER 31, 2012**

<i>Staff Category</i>	<i>Current Average Billing Rate (2.80 multiplier)</i>
Professional Engineer VI	\$190.00
Professional Engineer V	\$148.75
Professional Engineer IV	\$124.81
Professional Engineer III	\$122.85
Professional Engineer II	\$117.00
Professional Engineer I	\$93.10
Staff Engineer III	\$88.20
Staff Engineer II	\$76.30
Staff Engineer I	\$75.00
Engineering Intern II	\$42.00
Engineering Intern I	\$33.60
Engineering Technician V	\$96.95
Engineering Technician IV	\$78.87
Engineering Technician III	\$72.00
Engineering Technician II	\$47.00
Engineering Technician I	\$23.00
Ecological Services Director	\$106.40
Environmental Specialist III	\$93.00
Environmental Specialist II	\$88.20
Environmental Specialist I	\$71.40
Professional Surveyor II	\$125.00
Professional Surveyor I	\$89.60
Surveyor V	\$79.00
Surveyor IV	\$76.00
Surveyor III	\$64.00
Surveyor II	\$56.00
Surveyor I	\$37.00
Administrative Director	\$105.00
Administrative Staff IV	\$74.20
Administrative Staff III	\$64.54
Administrative Staff II	\$61.00
Administrative Staff I	\$51.10

Direct Costs will be billed at their actual rate with no mark-up.

As provided in the previous stormwater permit review services contract, ERA will again consider the option of providing a flat rate review fee for individual residential or commercial lot developments based upon a typical size. Issues that fall outside of a typical review such as wetland conditions or floodplain conditions would be reviewed as an hourly rate.



## REQUEST FOR PROPOSAL

Name of Proposing Company: Burns & McDonnell Engineering Co., Inc.

Project Name: Stormwater Permit Review Services  
Proposal No.: RFP-0-43-2011/tt  
Proposal Due: 11:00A.M., Monday, October 31, 2011  
Pre-Proposal Conference: None

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: October 17, 2011

Date Issued: October 17, 2011

This document consists of 25 pages.

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

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://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 Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **11:00A.M., Monday, October 31, 2011.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

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

## Village of Downers Grove

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 the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

### **4. RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposals will not be waived.

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

### **6. USE OF VILLAGE'S NAME**

6.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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



Village of Downers Grove

**8. NONDISCRIMINATION**

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**9. SEXUAL HARASSMENT POLICY**

9.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

Village of Downers Grove

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

## Village of Downers Grove

Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

### **11. DRUG FREE WORK PLACE**

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **12. PATRIOT ACT COMPLIANCE**

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

Village of Downers Grove

Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**13. INSURANCE REQUIREMENTS/INDEMNIFICATION**

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate

9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

Village of Downers Grove

- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.6 Proposer and any Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 9.7 Proposer and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Proposer or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Proposer or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for

## Village of Downers Grove

Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **14. CAMPAIGN DISCLOSURE**

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

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

- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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

### **15. SUBLETTING OF CONTRACT**

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

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

### **16. TERM OF CONTRACT**

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

Village of Downers Grove

**17. TERMINATION OF CONTRACT**

17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, including that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

**18. BILLING & PAYMENT PROCEDURES**

18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

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

**20. STANDARD OF CARE**

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

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the

## Village of Downers Grove

Project.

- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

### **21. GOVERNING LAW**

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

### **22. SUCCESSORS AND ASSIGNS**

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **23. WAIVER OF CONTRACT BREACH**

- 23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **24. AMENDMENT**

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

### **25. NOT TO EXCEED CONTRACT**

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

### **26. SEVERABILITY OF INVALID PROVISIONS**

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

### **27. NOTICE**

- 27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's



Village of Downers Grove

place of business. Notices shall be addressed to the Village as follows:

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

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

- 28.1 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. BACKGROUND**

The Village of Downers Grove is a complete waiver community under the provisions of the DuPage County Countywide Stormwater and Flood Plain Ordinance (County Ordinance). Therefore, the Village has full responsibility to interpret and enforce the provisions of said Ordinance within the Village's corporate limits. The Village is seeking professional consultant services to meet the following objectives:

- A. To ensure accurate enforcement of Village, County, State, and Federal stormwater and related environmental standards.
- B. To meet the technical expertise requirements of the County Ordinance.
- C. To absorb peak review workloads.
- D. To achieve consistency of code interpretation.
- E. To provide additional stormwater engineering and related expertise as needed.

In addition to flood plain areas mapped by FEMA and DuPage County, the Village has a significant number of localized flooding areas and wetlands. Although the Village may request review by the Consultant on any project requiring a stormwater permit, the permits currently sent to consultants for review include Special Management Areas (flood plain, riparian, floodway, wetland, and localized poor drainage areas)(SMAs), stormwater detention, and / or other significant drainage issues.

The Village desires that the selected Consultant must be well-qualified in all of the following areas:

- A. General municipal engineering / site development regulatory review
- B. General stormwater expertise / drainage review
- C. Flood plain review and modeling
- D. Wetland / riparian review

If the Consultant does not meet technical expertise requirements for all 4 areas, an agreement with one or more sub-consultants will be considered. However, the Village may choose to select a Consultant based solely on expertise in just one area.

#### **2. DETAILED SCOPE OF ENGINEERING SERVICES**

- A. Review stormwater permit applications associated with proposed land development and redevelopment projects for compliance with Village, County, State, and Federal standards as applicable. Consultant must be familiar with Village, DuPage County, IDNR, IEPA, IDOT, IHPA, FEMA, and U.S. Army Corps of Engineers requirements.
- B. Review preliminary site plans and other information associated with petitions for zoning or land use decisions. The Village may request a "preliminary review" of information provided for said petitions, focusing on whether or not a project is generally feasible per stormwater standards.

## Village of Downers Grove

- C. Coordinate review by outside agencies and other consultants, including but not limited to the Downers Grove Park District, DuPage County Forest Preserve District, DuPage County, IDNR, IEPA, IDOT, IHPA, NRCS, FEMA, and the U.S. Army Corps of Engineers.
- D. Write a review letter to the Village for each permit submittal cycle. If a submittal is not sufficiently complete to warrant a full review, the Consultant shall send a letter stating such to the Village.
- E. Confer with the Village Stormwater Administrator in all cases where code language may be subject to interpretation.
- F. Seek opinions from DuPage County, the State of Illinois, or Federal agencies when needed to guide code interpretations.
- G. Projects may include the following: review of Village-designed plans; survey work; preliminary designs and cost estimates; and watershed modeling of limited size areas.
- H. Review site engineering plans, plats, and technical reports for subdivisions, planned developments, and individual site development projects.
- I. Review of maintenance and monitoring submittals for SMAs.

### 3. DELIVERABLES

- A. Review letters and other correspondence as required by the Scope.
- B. Plans, specifications, and / or estimates for any special projects as applicable.
- C. Monthly billing invoices accompanied by detailed descriptions of the project (e.g. "flood plain review for 123 Main Street"). Separate project numbers shall be assigned for each review project, and **the total project billing shall be calculated and provided to the Village via e-mail within 24 hours of the Consultant's recommendation for permit approval.** Services not chargeable to specific development project reviews shall be invoiced separately.

### 4. PROVISIONS BY VILLAGE

The Village can provide the selected Consultant one copy of each of the following as needed:

- A. Village of Downers Grove Stormwater and Flood Plain Ordinance.
- B. DuPage County Countywide Stormwater and Flood Plain Ordinance.
- C. Current Village Drainage Control map (available in ESRI digital file format).
- D. Digital Flood Insurance Rate Maps (available in Adobe or ESRI GIS file formats).
- E. Village standard detail drawings and other Village standards as available.
- F. Village checklists for grading plan and stormwater permit review.
- G. Standard format for Village review letters as needed.

Village of Downers Grove

**5. SCHEDULE**

This Contract shall be in effect from the date of execution by the Village until the conclusion of the Village's 2014 fiscal year on December 31, 2014. Any annual rate adjustments shall be as stated in the proposal and as agreed upon by the Village in the RFP selection process.

Following are the required schedule performance requirements for reviews:

<b>Project Type</b>	<b>Allowable Return Time</b>
Preliminary / Concept Review	2 business days
Standard Review	4 business days
Review with SMA or multiple detention basins	7 business days
Subdivision / Planned Development Review	7 business days
Special Projects	As agreed upon per project

**6. CONSULTANT PROPOSAL CONTENT**

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

- A. Name and address of the firm's local office and primary contact person.
- B. Résumés of key and support staff.
- C. Any sub-consultant services and their qualifications planned for this project.
- D. Pertinent project experience summary sheets of the firm(s) with names of project contacts, cost, location, and brief project descriptions. Appropriate projects within the last 3 years are sufficient.
- E. Statement of what areas of technical expertise are met by the Consultant in accordance with Section 15-47.3a of the DuPage County Stormwater and Flood Plain Ordinance (i.e. GENERAL STORMWATER, FLOOD PLAIN, and WETLAND / RIPARIAN).
- F. List of all current and recent clients for projects within the Village (within the past 3 years). Also include this information for any subsidiaries or other companies in which the Consultant has a significant financial interest.
- G. A brief description of any disputes and litigation resulting from engineering services performed within the last three (3) years.
- H. Any limitation on the total number of staff hours that can be allocated to work under this contract on a monthly basis.

**7. COMPENSATION / AGREEMENT**

The Village generally uses the method of compensation for professional engineering services to be based on hourly-charged rates plus expenses with a not-to-exceed total cost. However, a total not-to-exceed cost is not required by this Contract, as a reasonable estimate of the total workload cannot be

## Village of Downers Grove

made in advance. Therefore, the Consultant will be compensated on a direct time and materials basis. No minimum or maximum workload is implied by this Contract.

In a sealed envelope, list the hourly rates of staff indicated in the above Item 7, your proposed burden, fringe, overhead and profit rates (multiplier).

### **8. CONSULTANT EVALUATION**

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

- A. **Capability and experience on comparable projects. (50%)**  
The Consultant must demonstrate meeting of applicable technical expertise requirements as outlined in Section 15-47.3a of the County Ordinance.
- B. **Dedication of firm to avoid conflicts of interest within the Village. (25%)**  
The Village desires to minimize the number of private stormwater permit applicants (not other government agencies) who act as clients to the Consultant. Please whether you are willing to forgo any work for stormwater applicants to the Village.
- C. **Proposed staff (25%)**  
Demonstrate the appropriate mix of design professionals and technical staff and experience on similar projects.

### **9. OTHER PERTINENT DETAILS**

The Village is a full-waiver community under the DuPage County Stormwater Ordinance. The Department of Community Development will administer this contract. The primary points of contact will be the Stormwater Administrator and the Director of Community Development.

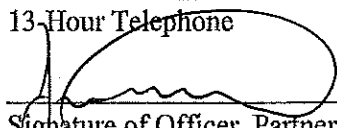
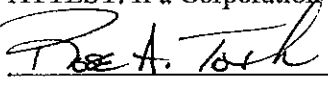
**IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

(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.)

**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 Bld Is To Be Considered For Award**

<b>PROPOSER:</b>	
Burns & McDonnell	Date: <u>October 31st, 2011</u>
Company Name	<u>lmilner@burnsmcd.com</u>
1431 Opus Place, Suite 400	Email Address
Street Address of Company	<u>Larry Milner, Vice President</u>
Downers Grove, IL 60515	Contact Name (Print)
City, State, Zip	<u>N/A</u>
(630) 724-3200	13-Hour Telephone
Business Phone	
(630) 724-3201	Signature of Officer, Partner or Sole Proprietor
Fax	<u>Larry Milner, Vice President</u>
	Print Name & Title
ATTEST: If a Corporation  Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 Signature of Village Clerk

\_\_\_\_\_  
 Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** Burns & McDonnell Engineering Co., Inc.  
**ADDRESS:** 1431 Opus Place, Suite 400  
**CITY:** Downers Grove  
**STATE:** Illinois  
**ZIP:** 60515  
**PHONE:** (630) 724-3200      **FAX:** (630) 724-3201  
**TAX ID #(TIN):** 43-0956142

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_  
**STATE:** \_\_\_\_\_      **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

**SIGNATURE:**       **DATE:** 10/31/2011



Village of Downers Grove

**PROPOSER'S CERTIFICATION**

With regard to Stormwater Permit Review Services, proposer Burns & McDonnell hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

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

BY: Larry Milner

Proposer's Authorized Agent

4 3 - 0 9 5 6 1 4 2

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or

Social Security Number

Subscribed and sworn to before me  
this 31 day of October, 20 11.

Erin Hartigan  
Notary Public



Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Missouri, which operates under the Legal name of Burns & McDonnell Engineering Co, Inc., and the full names of its Officers are as follows:

President: Greg Graves

Secretary: G. Williams Quatman

Treasurer: Mark Taylor

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_ and if operating under a trade name, said trade name is: \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

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

Insurer's Name Liberty Mutual Fire Insurance Company and Zurich American Insurance Company

Agent Lockton Companies LLC

Street Address 444 W. 47th Street, Suite 900

Village of Downers Grove

City, State, Zip Code Kansas City, MO 64112-1906

Telephone Number 816-960-9000

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

Print Name of Company: Burns & McDonnell Engineering Co, Inc.

Print Name and Title of Authorizing Signature: Larry Milner, Vice President

Signature: 

Date: 10/31/2011

Village of Downers Grove

**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: Burns & McDonnell Engineering Co, Inc.

Address: 1431 Opus Place, Suite 400

City: Downers Grove, IL Zip Code: 60515

Telephone: ( 630 ) 724-3200 Fax Number: ( 630 ) 724-3201

E-mail Address: lmilner@burnsmcd.com

Authorized Company Signature: 

(Print )Name: Larry Milner Title of Official: Vice President

Date: 10/31/2011

Village of Downers Grove

**Campaign Disclosure Certificate**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

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

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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

Under penalty of perjury, I declare:

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

  
Signature

Larry Milner  
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



October 31<sup>st</sup>, 2011

Theresa Tarka  
Purchasing Assistant  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

Re: Stormwater Permit Review Services Request for Proposals.

Dear Ms. Tarka:

Burns & McDonnell is pleased to submit this proposal to the Village of Downers Grove (Village) to provide Stormwater Permit Review Services (Project). Our team is highly qualified to provide the review services the Village requires. As you evaluate this proposal, we ask you consider the following factors:

- Burns & McDonnell currently provides Stormwater Permit Review services for the Village of Westmont and the Village of Oak Brook. We have served these communities in this capacity since 2003 and 2006, respectively. Within this timeframe our proposed project manager, Anthony Bryant, has performed over 230 plan reviews for compliance with the DuPage County Stormwater Ordinance. Our proposed project staff features a proven track record in completing stormwater permit reviews for DuPage County communities, as well as throughout the country. As permit review agent for Westmont and Oak Brook, we bring a working knowledge of the County stormwater ordinance, as well as expertise with FEQ and a variety of other stormwater models. We encourage you to contact these Villages for references on our behalf.
- We are a local firm with our base of operations in Downers Grove. Our entire project team works out of the Downers Grove office and is able to be very responsive to Village needs; once the grade separation at Belmont Road is complete, we will be able to reach the Public Works building five minutes after a phone call from the Village. As a local firm with employees native to Downers Grove we have a vested interest in the Village's success and prosperity.
- Burns & McDonnell was established in 1898 and in 2011 we ranked #20 in *Engineering News-Record's* list of Top 500 Design Firms. Members of our project team are experienced in designing and reviewing projects cost-effectively and time-efficiently. We have a wide range of professionals and scientists in our local office giving you access to a wide array of technical experience.

We are very excited about this opportunity to work with the Village and appreciate your consideration of Burns & McDonnell for your Stormwater Permit Review Services. Our mission is "to make our clients successful" and we will achieve that by delivering quality and expedient reviews for the Village. Should you have any questions regarding our proposal, or if you require additional information, please call me at 630-724-3283.

Sincerely,



Anthony J. Bryant, PE  
Senior Civil Engineer

## Firm Information



### Burns & McDonnell Contact Information

Randy Patchett, P.E.  
Burns & McDonnell Engineering Co., Inc.  
1431 Opus Place, Suite 400  
Downers Grove, Illinois 60515  
(630) 724-3200 (office)  
(630) 724-3276 (direct)

All of the work will be performed out of the Downers Grove office:

Burns & McDonnell Engineering Co., Inc.  
1431 Opus Place, Suite 400  
Downers Grove, Illinois 60515  
(630) 724-3200 (office)

### Legal

Burns & McDonnell Engineering Company, Inc. (the "Company") has been in existence since 1898 and from time to time has been engaged in disputes with various parties. In the past 5 years there have been no actions taken against the Company for default, suspension or failure to perform. The Company is not currently subject to any litigation alleging a material breach of contract or failure to complete a project. The Company has never been the subject of any bankruptcy or criminal proceeding. There are no judgments pending against the Company. In the opinion of management, the outcome of any pending lawsuit will not materially affect the Company's current or future financial positions or results of operations, or the Company's ability to perform on projects for which it is under contract now or in the future. Questions concerning litigation pending against the Company may be obtained from its General Counsel.

### Staff Limitations

We do not anticipate any limitations on the total number of staff hours that can be allocated to this project on a monthly basis. We feel that Burns & McDonnell will be able to meet the needs and requirements of the Village of Downers Grove, in the past we have provided review services for up to 30 developments a month for a client at the height of the development in the 2000's.

### Statement of Expertise

Burns & McDonnell meets the requirements of the DuPage County Ordinance regarding the availability of experts with the following qualifications:

1. A professional engineer with two years experience in stormwater and flood plain management;
  - a. Anthony Bryant, P.E.; Randy Patchett, P.E.; and Diane Bouckaert, P.E., CFM, CPESC all meet this requirement and are included on the project team.
2. A professional engineer with two years experience in the application of continuous hydrology and fully dynamic hydraulic models;
  - a. Anthony Bryant, P.E.; and Diane Bouckaert, P.E., CFM, CPESC both meet this requirement and are included on the project team.
3. An environmental scientist who has attended at least one course in wetland delineation approved by the Department;
  - a. Ed Belmonte; Amy Moon, P.W.S, CPESC; Michelle Ross, and Val Scola all meet this requirement and are included on the project team. Although DuPage County does not have an approved specialist program the above noted staff are approved Wetland Specialists in Lake, Kane and McHenry Counties.

## Firm Information



- 
4. A soil scientist, defined by the County Ordinance as "having a Four year degree in which core curriculum included course work in 2 of the following: soil sciences, pediology, edophology, or geomorphology and having a minimum 2-years experience in classifying soils."
    - a. Lawrence Fieber, P.G.; Jason Blazier, P.G.; Aaron Christensen, P.E., P.G.; Kathy Hoekstra; and Eric Preuss all meet this requirement and are included on the project team.

### **Disclosure of Clients**

As a firm, Burns & McDonnell rarely does work for private sector developers. Primarily, we are retained by local agencies of government such as the Village of Downers Grove and therefore do not anticipate any conflicts of interest with the requirements and scope of this project.

Burns & McDonnell does not have significant financial interest in any subsidiaries or other companies.

### **Sub-consultants**

We do not anticipate the use of sub-consultants for this project.



# Project Understanding and Experience



Burns & McDonnell understands that the Village of Downers Grove desires to retain a qualified and experienced consulting firm to meet the following objectives:

1. To ensure accurate enforcement of Village, County, State, and Federal stormwater and related environmental standards.
2. To meet the technical expertise requirements of the County Ordinance
3. To absorb peak review workloads
4. To achieve consistency of code interpretation
5. To provide additional stormwater engineering and related expertise as needed

Burns & McDonnell has significant experience with regulatory site plan review and understands the requirements and qualifications necessary to successfully and expeditiously complete the review process for each project. Currently, Burns & McDonnell serves as the Stormwater and Site review engineer for the Villages of Westmont and Oak Brook. We have filled this capacity for the Village of Westmont since 2003 and for the Village of Oak Brook since 2006. During this time our proposed Project Manager has completed over 230 site reviews. We understand that each applicant sometimes require different approaches and are always willing to meet to discuss a project in person or over the phone. Our model for stormwater review has worked successfully in Westmont and Oak Brook and we believe we can bring that success to the Village of Downers Grove. We are well-qualified in the following areas:

## ***Wetland/Riparian Review***

The Environmental Services & Permitting Department (ES&P) at Burns & McDonnell is experienced in attaining County concurrence with their wetland determinations, delineations, mitigation plans and assessments. We have worked closely and diligently with the County to expedite the permitting process while designing exceptional Wetland and Riparian Mitigation Plans. We have Professional Wetland Scientists, Erosion Control Specialists, Certified Wetland Review Specialists and Restoration experts. Our ES&P staff has extensive experience working with the County and look forward to working with the Village in their site review process.

## ***Flood Plain Review & Modeling***

Our Infrastructure department has performed these services for the Village of Oak Brook and Westmont since 2003. In addition, we are experienced in acquiring County permits for municipal projects. Most recently we acquired a permit for a culvert replacement in Westmont that required significant flood plain and water surface profile modeling with FEQ software. Our engineers and Certified Floodplain Manager are adept in the use of numerous Stormwater models including HEC-1, TR-55, HEC-RAS, XP-SWMM, EPA-SWMM, FEQ, Hydraflow and others.

## ***General Stormwater Expertise & Drainage Review***

In addition to the hundreds of reviews we have completed for compliance with the DuPage County Ordinance, members of our Project Team have successfully completed numerous stormwater management projects for municipal clients. Project experience has included stormwater master plans, storm sewer design, stormwater management design, best management practice design, watershed analysis, storm sewer analysis and more. Experience with project of all types allows us to better review site plans and recommend alternatives as needed.

## ***General Municipal Engineering & Site Development Regulatory Review***

In addition to our stormwater review experience, we also perform site reviews for the Village of Oak Brook for site design, sanitary sewer and water main design, site grading, erosion control design and general compliance with Village development requirements. Members of our project team have also been project managers and engineers on roadway, bike path, sidewalk, water main, traffic signal, and full subdivision improvement projects. As such, we bring a wide range of experience to the Village of Downers Grove.

# Project Understanding and Experience

(continued)



## Conclusion

Burns & McDonnell has performed well on all types of stormwater management review, planning, and design projects. We are experienced and capable of providing high-quality service and deliverables to the Village and have a solid understanding of project needs. The depth and breadth of our experience will allow us to perform efficiently and successfully all tasks included in the RFP. The following sheets in this section detail our specific project experience.

## Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$48.00
Technician *	6	55.00
Assistant *	7	68.00
	8	90.00
	9	97.00
Staff *	10	107.00
	11	118.00
Senior	12	128.00
	13	138.00
Associate	14	147.00
	15	158.00
	16	161.00
	17	166.00

### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25%.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2011, and are subject to revision thereafter.

# Staff Hourly Rate Fly Sheet



The following is a list of proposed staff by level. To determine hourly rates cross reference level with included rate sheet.

Level 16: Randy Patchett, P.E.; Mike Folta, P.E.; Lawrence Fieber, P.G

Level 15: None

Level 14: None

Level 13: Anthony Bryant, P.E.; Diane Bouckaert, P.E.; Matt Papirnik, P.E.; Jeff Ruhde, P.E.; Ed Belmonte

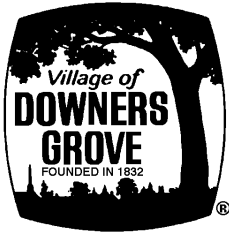
Level 12: Amy Moon, PWS; Jason Blazier, P.G.; Eric Preuss

Level 11: Aaron Christensen, P.E., P.G.; Michelle Ross

Level 10: None

Level 9: Theresa Schlueter; Kathy Hoekstra, Kari Giles-Lacy

Level 8: Val Scola



# Village of Downers Grove Consultant Evaluation

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Consultant: Engineering Resource Associates

Project: Permit Review Assistance

Primary Contact: John Mayer Phone: 630-939-3060

Time Period: April 2010 – April 2011

On Schedule (allowing for uncontrollable circumstances)  yes  no

Provide details if early or late completion: \_\_\_\_\_  
\_\_\_\_\_

Amendments (attach information if needed): None

Difficulties / Positives: ERA is always on-time with their reviews, they have provided extra assistance during the crunch period this past fall; they reviewed the Village's CRS Recertification submittal before it was sent to ISO and made a few, excellent suggestions which certainly helped in restoring the Village's rating of 7; feedback solicited from the County continues to indicate that they feel that ERA is doing a good job for the Village.

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: Mike Millette  
\_\_\_\_\_

Date: 04/08/11