

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 6, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
SW-062 Watershed Improvements - Wisconsin and Janes	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion has been prepared to award a contract for professional services for final design for Watershed Improvements -Wisconsin and Janes, SW-062, to Hey and Associates, Inc. of Volo, Illinois in the amount of \$31,689.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY 2012 budget includes \$50,000 in the Stormwater Fund for professional services for this project. This contract will utilize \$31,689 for final design. This recommended amount includes a 5% contingency towards the original proposed amount of \$30,180. The FY12 Budget includes \$300,000 in the Stormwater Fund for construction of this project.

RECOMMENDATION

Approval on the March 6, 2012 consent agenda.

BACKGROUND

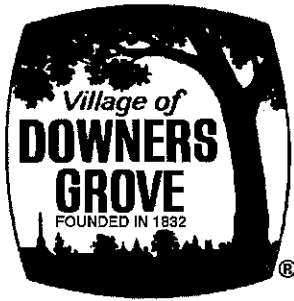
The intersection of Wisconsin Avenue and Janes Avenue experiences street flooding regularly and the commercial property at 2400 Wisconsin experiences frequent structural flooding. Both issues are caused by undersized storm sewers and an inadequate overland flow path to St. Joseph Creek. The problem area was analyzed in 2011 by Hey and Associates, Inc. Hey detailed the causes of and three alternate solutions to the flooding problems in a report dated 8/2/2011.

This contract will provide final design for the improvements. Staff is currently working with the property owner at 2400 Wisconsin, Servicemaster, to set up an agreement regarding project scope, cost obligations, and easements. Construction is scheduled for summer 2012.

The Village posted a request for qualifications for final design of the project. Staff identified the three most-qualified firms from fourteen submitters. All three firms submitted proposals for final design of the project. Staff recommends award of this contract for professional services to Hey and Associates, Inc. based on their understanding of the project, capability to perform the work, our recent experience working with them on the preliminary design, and the proposed fee.

ATTACHMENTS:

Contract Form
 Campaign Disclosure Form
 Capital Project Sheet SW-062
 Consultant Evaluation Form



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Hey and Associates, Inc.

Project Name: Watershed Improvements (Design) –Wisconsin & Janes
Proposal No.: SW-062

Statement of Qualifications Due: Wednesday, February 1, 2012 @ 10:00 A.M. – Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, January 18, 2012

This document consists of 28 pages.

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

JIM TOCK, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6804
FAX: 630/434-5495
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 Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. DETAILED SPECIFICATIONS
- V. PROPOSER'S RESPONSE
- VI. PROPOSAL/CONTRACT FORM

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

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Wednesday, February 1, 2012 @ 10:00 A.M**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, P.E., in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

- 2.1 The prospective Firms must have particular expertise in municipal stormwater and pavement/roadway design in order to fully and properly act on the Village's behalf in all activities related to design, permitting and construction of the projects. These Firms must have in-house design capabilities and have a staffed office located within 150 miles of the Village. **In order to be considered for this project, interested Firms must submit the following information as its Statement of Qualifications (SOQ) based on the scope of the project as described in Section IV.** If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and two copies of the SOQ (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
- Services Provided In-House
 - vi. Design Services
 - vii. Construction Services (Include applicable equipment list)
- Similar Project Experience
 - viii. Provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
- Proposed Project Team – identify a project manager with qualifications. The individuals proposed must be utilized on all Village projects unless an alternate is approved in writing by the Village.

- 2.2 The SOQ shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated SOQ shall be 20 single sided or 10 double sided. Double sided printing

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is allowable and encouraged. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.
- 2.4 Short List Selection
Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and shall select a short list of approximately 3 to 5 firms. **Specific service and fee proposals shall then be solicited from only these selected firms. Please see Section IV.2. below.**

II. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, P.E., in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.3 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.4 By submitting the 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.

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- 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, 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 proposal will not be waived.

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
- 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 4.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 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.

5. SEXUAL HARASSMENT POLICY

- 5.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 That it will send to each labor organization or representative of workers with 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

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Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 6.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 7.2 Establishing a drug free awareness program to inform 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.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

- 8.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

- 9.1 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

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	\$1,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim 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”.
- 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,

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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 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.

10. CAMPAIGN DISCLOSURE

- 10.1 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, attached hereto.
- 10.2 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.
- 10.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 10.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain

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

11. SUBLETTING OF CONTRACT

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

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

- 13.1 In the event of the Proposer's nonperformance, breach of the terms of the 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.

14. BILLING & PAYMENT PROCEDURES

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

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

- 14.3 Please send all invoices to the attention of Scott A Vasko, PE, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 15.1 The relationship between the Village and the Proposer is that of a buyer and seller of

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professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

16. STANDARD OF CARE

16.1 Services performed by Proposer under this 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.

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

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

17. GOVERNING LAW

17.1 This 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.

18. SUCCESSORS AND ASSIGNS

18.1 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.

19. WAIVER OF CONTRACT BREACH

19.1 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.

20. AMENDMENT

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

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21. NOT TO EXCEED CONTRACT

21.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties in the same manner by which the original contract was approved.

22. SEVERABILITY OF INVALID PROVISIONS

22.1 If any provisions of this 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.

23. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

24. COOPERATION WITH FOIA COMPLIANCE

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

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES/DELIVERABLES

1.1 The Firm (Proposer) selected by the Village pursuant to this RFQ/RFP is not authorized to perform work for the Village until a fully executed and authorized Agreement is in place.

1.2 Project Description

The existing storm sewer system at the intersection of Wisconsin Avenue and Janes Avenue is severely undersized. The undersized storm sewer system, which runs north, discharging to St. Joseph Creek, contributes to frequent structural flooding of the building at 2400 Wisconsin Avenue. The project will consist of construction of an upgraded storm sewer system at the intersection of Wisconsin Avenue and Janes Avenue and along the western parcel of 2400 Wisconsin Avenue. The new system, at a minimum, shall have sufficient capacity to convey the 10-year rain event. The downstream limit of the project shall be the connection point of the new sewer to the existing sewer system at the southerly end of the Arrow Gear property located at 2301 Curtiss St. Sediment and erosion control shall be provided at the downstream end of the project. Design shall include armoring of the surrounding slopes and installation of a sediment-controlling device. Preliminary designs and cost estimates shall be provided for systems capable of conveying 10-year and 100-year rain events. Final design plans, specifications, special provisions, and cost estimates shall be provided for the following:

1. Storm sewer system to convey either the 10-year rain event or 100-year rain event, as selected by the Village, with restoration of Wisconsin Ave only (Base Bid).
2. Restoration of disturbed pavement at 2400 Wisconsin Avenue only (Alternate 1)
3. Pavement improvements (minimal grade changes) for parking lot within project limits at 2400 Wisconsin Avenue (Alternate 2)
4. Conversion of existing parking lot within project limits to paved overflow route capable of conveying the 100-year rain event through 2400 Wisconsin Avenue (Alternate 3)

Please note that compensatory stormwater storage may be required at the north end of 2400 Wisconsin Avenue to construct the upgraded storm sewer. If required, the final design plans, specifications, Special Provisions, and cost estimates shall include a detention basin at this location.

A geotechnical report of the existing pavement section and sub-base materials will be made available to the successful proposer.

A conceptual watershed improvement report and a memo analyzing the flooding at 2400 Wisconsin Avenue were prepared for the project. The report and memo are attached to this RFQ/RFP as Exhibits A and B, respectively.

1.3 Scope and Schedule

The Firm will be required to perform all necessary work required to prepare the plan set, specifications, special provisions, and cost estimate which includes the following:

Village of Downers Grove

- a. A detailed topographic survey will be provided by the Village. However, the Firm may be required to gather additional supplemental topographic information as required for final design. The topographic survey will be available for firms on the short list.
- b. Final Plans shall include:
 - Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan and Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Landscape Plans (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work
- c. Cost estimate for final, Village-accepted improvement, at 50%, 90% and 100% stages of design.
- d. Specifications and special provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.
- e. Permit Submittals - Application for any required permits (i.e. Railroad, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected Firm will be required to perform all necessary work required to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Village does not anticipate the need for any additional permits. However, the Firm must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal. All necessary permitting will be the responsibility of the Firm unless specifically excluded in this RFP.
- f. The Firm will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by Firm), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.
- g. The Firm shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the project.

Village of Downers Grove

- h. The selected Firm shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in Section IV.3.2 of this RFQ/RFP.

2. PROPOSAL

2.1 Village Staff will contact those Firms on the short list directly and request a proposal abiding by this Section of the RFQ/RFP. **This RFP/RFQ is the contract between the prospective Firm and the Village. You must submit this entire RFQ/RFP document with your proposal.**

2.2 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Proposed Project Schedule
- Proposed Overall Not-To-Exceed Cost

The Proposal shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

The exact deadline for Proposals is not known at this time. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Fees

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

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

Village of Downers Grove

2.5 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.6 Pre-Proposal Field Review

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

3. **PROJECT DELIVERABLES**

3.1 General

The Firm shall provide the following deliverables:

- Constructible plans, specifications, special provisions, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2007 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format. CAD drawings must be created using legitimate AutoCAD software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Firm at no additional cost to the Village, and shall be at the discretion of the Village staff.

3.2 Deliverable Quantities and Deadlines

- Four (4) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 50%, 90% and 100% submittals.
- Two (2) 2-hour public meetings at Public Works or an alternate location within the Village.
- One (1) hard copy and (1) electronic copy of 50% plan set Due April 10, 2012
- One (1) hard copy and (1) electronic copy of 90% plan set Due May 8, 2012
- One (1) hard copy and (1) electronic copy of 100% plan set Due May 25, 2012
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

4. **CONTACTS**

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

Jim Tock, P.E.

Village of Downers Grove

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-6804, Fax 630-434-5495

Village of Downers Grove

LOCATION MAP



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

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFQ/RFP document including detail specs and Proposer's response will become the contract with the Village.)

General Background

HEY AND ASSOCIATES, INC. IS AN EXCELLENT CHOICE FOR THE VILLAGE ON THIS PROJECT.

We know the project

- Hey has prepared all of the background analysis and design alternatives for the project. We have an unparalleled understanding of the setting and the project's opportunities and constraints.
- We have already developed a sound, cost effective approach for the project as illustrated in the work we have already completed for the Village.
- Our detailed knowledge of the project area, the supporting analyses and familiarity with the all of the documentation means that valuable resources will not have to be expended to gain that understanding as might be the case with other firms. We believe that that detailed knowledge will yield a better and more efficient project.
- The same staff that performed background analysis and design alternatives for the project will be the staff responsible for the preparation of the design plans and specifications.

We have the skills

- Experienced in drainage design and construction document preparation including specifications and "front end" documents
- Fully conversant in all aspects of urban hydrology and hydraulics
- Experienced in relevant permitting
- IDOT prequalified in Roads and Streets, Drainage Investigations and Hydraulic Reports and Construction Observation.

1. Project Understanding/Approach

BACKGROUND

The existing storm sewer system at the intersection of Wisconsin Avenue and Janes Avenue is severely undersized. The undersized storm sewer system, which runs north, discharging to St. Joseph Creek, contributes to frequent structural flooding of the building at 2400 Wisconsin Avenue. The project will consist of construction of an upgraded storm sewer system at the intersection of Wisconsin Avenue and Janes Avenue and along the western parcel of 2400 Wisconsin Avenue. The new system, at a minimum, shall have sufficient capacity to convey the 10-year rain event. The downstream limit of the project shall be the connection point of the new sewer to the existing sewer system at the southerly end of the Arrow Gear property located at 2301 Curtiss St. Sediment and erosion control shall be provided at the downstream end of the project. Design shall include armoring of the surrounding slopes and installation of a sediment-controlling device. Preliminary designs and cost estimates shall be provided for systems capable of conveying 10-year and 100-year rain events.

The Village is seeking proposals from qualified firms to prepare final engineering documents, supporting calculations and permit submittals for the project. Our experience with this, and similar projects will provide Downers Grove with an effective design that solves the existing drainage problem cost-effectively.

APPROACH

Our basic approach to the scope of services is described below:

Meetings

We will meet with the Village at the inception of the project to reiterate scope, schedule, to initiate the request for available data and to verify objectives. We will meet with the Village at the approximate 50%, 90%, and 100% levels of plan completion. We will also meet for two - 2 hour public meetings to present the plans if requested by the Village.

Data Recovery, Site Reconnaissance, Obtain Supplemental Data

We will perform a detailed reconnaissance of the project area including the subject property to determine what additional information may be required to complete final design. That information will likely consist of additional topographic and utility data, and additional finished floor and/or low opening elevations for the subject building

Refine Design Alternative

We will refine the design alternatives presented in our original report and supplemental memorandum based on the additional data gleaned from the additional survey data. The supporting modeling will be refined as necessary to ensure that the flood reduction objectives are met. The refined alternative(s) will be presented to the Village for additional input before advancing to final engineering.

Prepare Final Engineering Plans and Specifications

Final plans will be completed to roughly the 50% level. Modeling will continue to be refined as needed to reflect revisions to the design. We will initiate the development of specifications/special provisions at this stage. An Engineer's Cost Opinion will be prepared. This information will be presented to the Village for feedback and comments.

Once concurrence is received for the 50% plans, the design documents including specifications and costs will be advanced to the 90% and 100% levels. The documents will again be provided to the Village for review and comments.

Prepare Final Hydrologic and Hydraulic Analysis

As the final plans near completion, a final modeling analysis will be prepared to document how the project achieves the Village's flood reduction objectives. This will consist of a simple update of the modeling already performed by Hey. A final report summarizing the analysis will be prepared.

Prepare Opinion of Probable Construction Cost

The final Opinion of Probable Construction Cost will be prepared and will be formatted for use as the bid form in the final bid package.

Permitting

Our goal will be to keep permitting as simple as practical, and to keep all permitting within the Village as we identified with our original alternatives analysis and in the RFP. If, for some currently unforeseen reason, initial final design work indicates project impacts that are not within the Village's jurisdiction, we will revise the design so that all permitting remains confined to the Village. We will also provide supporting documentation to the Village that can be used to obtain permission or easements from affected adjacent property owners.

SCOPE OF SERVICES

Our basic scope of services is described below and has been excerpted from the RFP. The alternates are as described in our original project report.

Final design plans, specifications, special provisions, and cost estimates shall be provided for the following:

1. A storm sewer system to convey either the 10-year storm event or 100-year storm event, as selected by the Village, with restoration of Wisconsin Ave only (Base Bid)
2. Restoration of disturbed pavement at 2400 Wisconsin Avenue only (Alternate 1)
3. Pavement improvements (with minimal grade changes) for the parking lot within the project limits at 2400 Wisconsin Avenue (Alternate 2)
4. Conversion of existing parking lot within project limits to paved overflow route capable of conveying the 100-year storm event through 2400 Wisconsin Avenue (Alternate 3)

We understand that compensatory stormwater storage may be required at the north end of 2400 Wisconsin Avenue to construct the upgraded storm sewer. If required, the final design plans, specifications, Special Provisions, and cost estimates shall include a detention basin at this location.

We will perform all necessary work required to prepare the plan set, specifications, special provisions, and cost estimate which includes the following:

1. We will obtain additional supplemental topographic information as required for final design.
2. Final Plans shall include:
 - a. Cover Sheet
 - b. General Notes and Summary of Quantities
 - c. Earthwork Schedule
 - d. Typical Sections and Construction Details
 - e. Alignment, Ties and Benchmarks
 - f. Grading Plan (1 = 20)
 - g. Storm Sewer Plan and Profile
 - h. Sediment Erosion, Sediment Control Plan (1 = 20)
 - i. Landscape Plans (1 = 20)
 - j. Cross-Sections (every 50 and at other critical locations)
 - k. Any other plans as may be required to complete the work

Background/Approach/Scope of Work

3. Hydrologic and hydraulic modeling required to verify that the final design meets project objectives and to support permitting.
4. Cost estimate for final, Village-accepted improvement, at 50%, 90% and 100% stages of design.
5. Specifications and special provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.
6. Permit Submittals - Application for any required permits (i.e. Railroad, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. We will perform all necessary work required to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Village does not anticipate the need for any additional permits. However, we will review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal. Based on our work for the original alternatives analysis, we do not believe that any permitting will be required beyond that with the Village; therefore, permitting with additional agencies is excluded. For example, the area disturbed by the project will be held to less than one acre so that an NPDES stormwater discharge permit is not required from the IEPA.
7. We will make qualified personnel available to answer questions throughout the bidding and construction process. We understand that Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by us), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.

We understand that a geotechnical report of the existing pavement section and sub-base materials will be made available to us to assist with the final engineering.

We will furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the project.

We will begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in Section IV.3.2 of the RFQ/RFP.

Key Staff

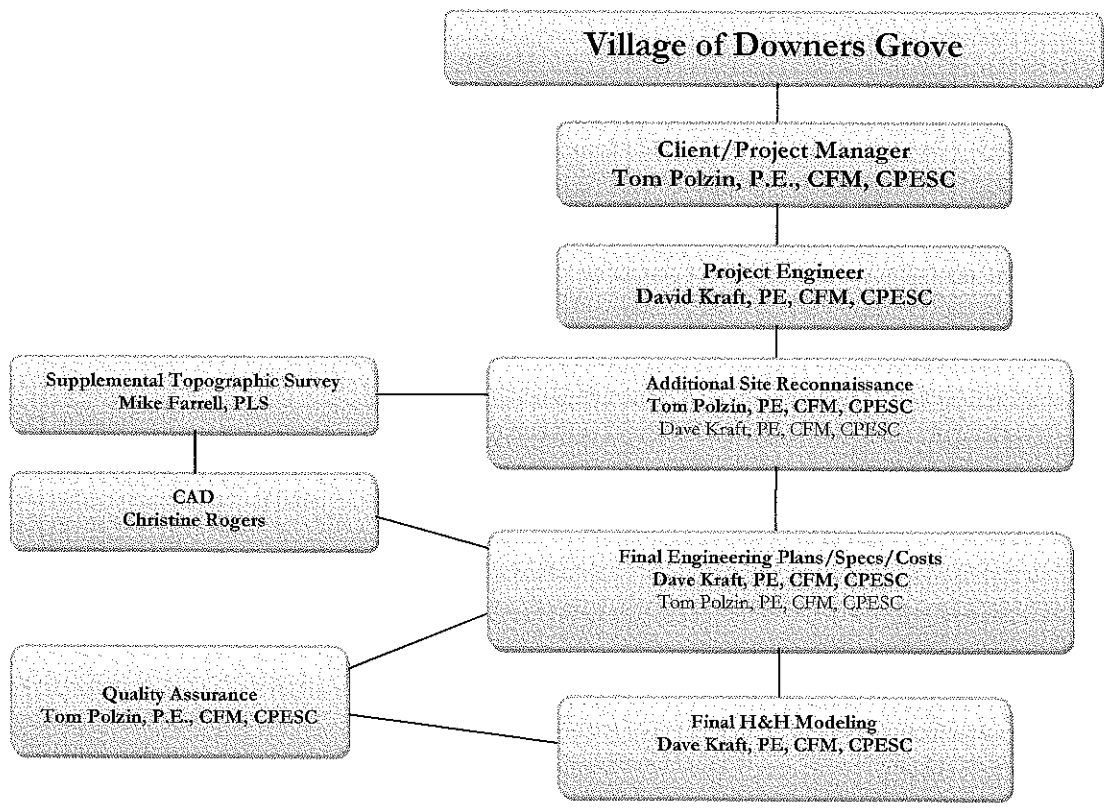
Our proposed staffing is shown in the organizational chart at the end of this section. Key staff will be identical to the staff that completed the flood reduction analysis for the project. Their capabilities were presented in the RFQ. The organization chart shows the key staff that will be primarily responsible for the tasks. Summaries of the capabilities and experience of Hey and Associates staff assigned to the Village follow.

Project Manager — Tom Polzin, PE, CFM, CPESC, will serve as client and project manager for this project. Tom will provide his breadth of analytical and design experience in refining the design and in providing QA/QC for the plans, specifications, costs and modeling.

Dave Kraft, PE, CFM, CPESC, will serve as project engineer and will be responsible for the preparation of the plans, specifications and supporting analytical portions of the project.

1. Project Organizational Chart

Key Personnel in **Bold**



Proposed Project Schedule and "Not to Exceed" Fee Proposal

Proposed Project Schedule

Schedule						
Task	Weeks					
	3/5-3/12	3/19-3/26	4/2-4/9	4/16/-4/23	4/30-5/7	5/14-5/21
Meetings	Kickoff		50%		90%	
Supplemental Topography						
Final Plan Preparation			50% 4/10		90% 5/8	100% 5/25
Specs/Special Provisions						
Cost Opinions						
Permitting						
Bid and Construction Phase						TBD →

"Not to Exceed" Fee Proposal

Fee Summary								
Task	Rate	Hours						Fee
		Staff						
		VP Engineering	Sr. Engineer	Staff Engineer	Survey	CAD	Admin	
Meetings		16	16					\$4,720
Supplemental Topography		1	2		16	8		\$3,420
Final Plan Preparation/Specs/ Special Provisions		8	48			64	12	\$12,760
Update Modeling		4	16					\$2,680
Cost Opinions		4	4			4	2	\$1,580
Permitting		2	8			16	4	\$2,740
Bid and Construction Phase		4	8				2	\$1,780
Total Hours		39	102	0	16	92	20	
Cost		\$6,630	\$12,750	\$0	\$2,400	\$6,900	\$1,000	\$29,680
Reimbursables								\$500
Total								\$30,180

Village of Downers Grove

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Hey and Associates, Inc.
Company Name

Date: February 14, 2012

26575 W. Commerce Dr., Ste 601
Street Address of Company

volo@heyassoc.com
Email Address


Volo, IL 60073
City, State, Zip

Thomas L. Polzin
Contact Name (Print)

847-740-0888
Business Phone

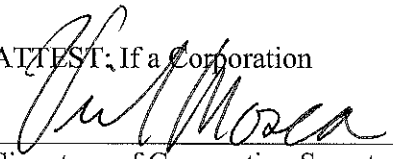
847-404-3383
24-Hour Telephone

847-740-2888
Fax


Signature of Officer, Partner or
Sole Proprietor

Gary C. Schaefer, President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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



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: Hey and Associates, Inc.

ADDRESS: 26575 W. Commerce Drive, Suite 601

CITY: Volo

STATE: Illinois

ZIP: 60073

PHONE: 847-740-0888 FAX: 847-740-2888

TAX ID #(TIN): 36-4183789

(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 | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: 

DATE: 02-14-2012

Village of Downers Grove

PROPOSER'S CERTIFICATION

Watershed Improvements (Design) -
With regard to Wisconsin & Janes SW-062, proposer Hey and Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

BY: *[Signature]*
Proposer's Authorized Agent

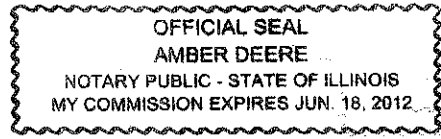
3 6 - 4 1 8 3 7 8 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 14th day of February 2012.

[Signature]
Notary Public)



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(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 Hey and Associates, Inc., and the full names of its Officers are as follows:

President: Gary C. Schaefer

Secretary: Vincent J. Mosca

Treasurer: Vincent J. Mosca

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

Village of Downers Grove

Insurer's Name CNA (Professional Liab - PL) The Hartford (Commercial Liab - CL)

Agent PL - MG Welbel & Associates, Inc. CL - Suburban Insurance Consultants

Street Address PL - 650 Dundee Rd, Ste 170 CL - 2170 Point Blvd, Ste 600

City, State, Zip Code PL - Northbrook, IL 60062 CL - Elgin, IL 60123

Telephone Number PL - 847-412-1414 CL - 847-870-7100

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

Print Name of Company: Hey and Associates, Inc.

Print Name and Title of Authorizing Signature: Gary C. Schaefer, President

Signature: 

Date: February 14, 2012

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

Village of Downers Grove

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 bidder 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 bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

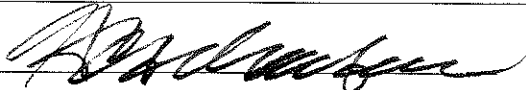
Company Name: Hey and Associates, Inc.

Address: 26575 W. Commerce Drive, Suite 601

City: Volo, Illinois Zip Code: 60073

Telephone: (847) 740-0888 Fax Number: (847) 740-2888

E-mail Address: volo@heyassoc.com

Authorized Company Signature: 

Print Signature Name: Gary C. Schaefer Title of Official: President

Date: February 14, 2012

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.

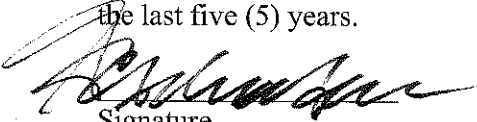
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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:

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


Signature

Gary C. Schaefer
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Hey and Associates, Inc.
Company Name

Date: February 14, 2012

26575 W. Commerce Dr., Ste 601
Street Address of Company

volo@heyassoc.com
Email Address


Volo, IL 60073
City, State, Zip

Thomas L. Polzin
Contact Name (Print)

847-740-0888
Business Phone

847-404-3383
24-Hour Telephone

847-740-2888
Fax


Signature of Officer, Partner or
Sole Proprietor

Gary C. Schaefer, President
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

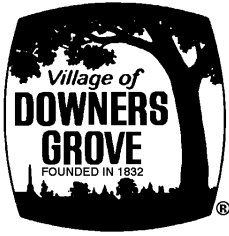
Title

Signature of Village Clerk

Date

Date

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



Village of Downers Grove Consultant Evaluation

Contractor: Hey and Associates, Inc.

Project: Wisconsin and Janes Watershed Improvements (Service Master)

Primary Contact: Tom Polzin Phone: 847.740.0888 Ext. 22

Time Period: February 2011 – November 2011

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion:

Change Orders (attach information if needed): No

Difficulties / Positives: Comprehensive drainage study report and memo with various alternatives.

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: Jim Tock

Date: 11/22/2011

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.

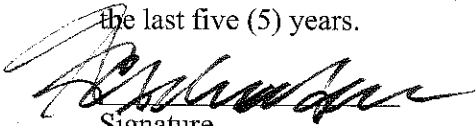
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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:

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


Signature

Gary C. Schaefer
Print Name

Bidder/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

2012-2016 Capital Project Sheet

Project # **SW-062**

Project Description

Watershed Improvements, Wisconsin and Janes

Project summary, justification and alignment to Strategic Plan

The commercial property at 2400 Wisconsin has experienced structural flooding when the intersection of Wisconsin and Janes overflows to the north. This intersection has a tributary area of roughly 145 acres, with minimal stormwater detention. Increasing the size of the storm sewers in this area, in conjunction with additional detention storage, would alleviate the structural flooding at 2400 Wisconsin, as well as the parking lot flooding at 2301 Curtiss.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services				50,000						50,000
Land Acquisition										-
Infrastructure	X			300,000						300,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				350,000	-	-	-	-	-	350,000

Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
243-Stormwater Fund	350,000						350,000
							-
							-
							-
TOTAL FUNDING SOURCES	350,000	-	-	-	-	-	350,000

Project status and completed work

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

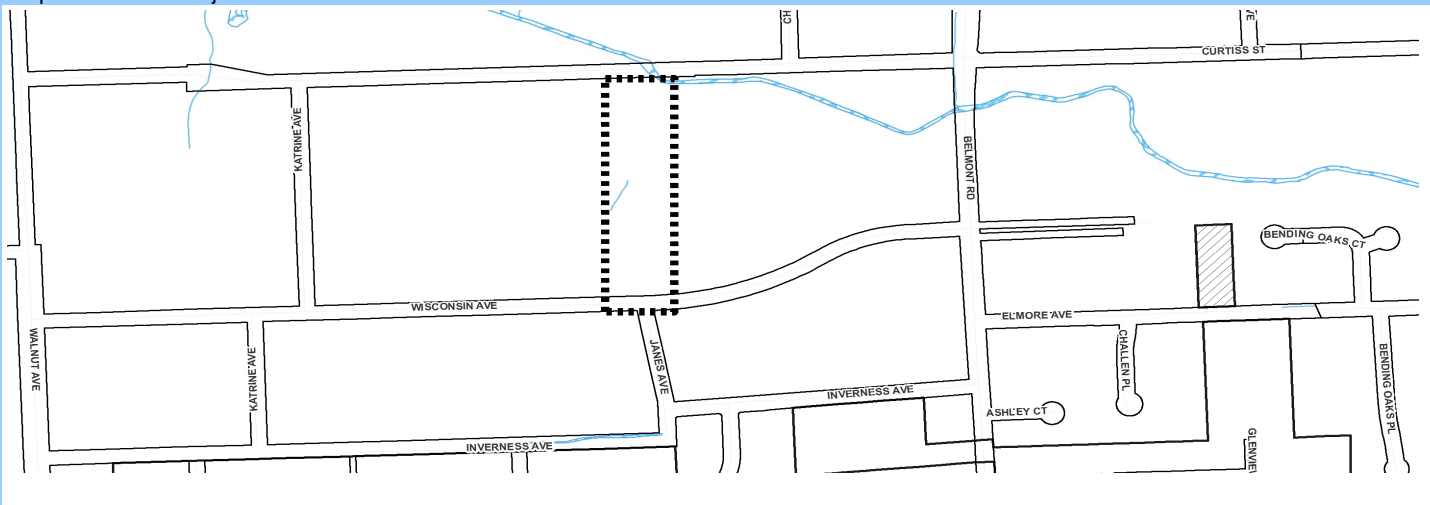
Preliminary design was performed in 2011. Construction options will be evaluated with the property owners involved. Project may move forward with construction in 2012 if an agreement can be reached.

None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Impact on the operating budget will be determined after the project is designed.

Map/Pictures of Project



Priority Score **A**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works