

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**11/15/2016**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Professional Services For Back-up Well Evaluation	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for professional services for back up water well evaluations, to Baxter and Woodman of Chicago, Illinois, in the amount of \$38,863, which includes a 5% contingency.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY16 budget includes \$50,000 in the Water Fund for professional services for this project.

**RECOMMENDATION**

Approval on the November 15, 2016 consent agenda.

**BACKGROUND**

The Village owns and operates a public water utility that supplies water to all areas within the Village limits as well as a limited number of customers outside the Village. Beginning in 1992, the Village's water supply changed from wells to Lake Michigan water purchased from the DuPage Water Commission. The Village retains three shallow wells for use as emergency, back-up supply. These wells are maintained but have not been activated since switching to Lake Michigan water 24 years ago.

This project involves retaining the services of a qualified and experienced consultant with expertise with water systems and wells to complete an evaluation of the condition and operation of the Village's three backup wells. The evaluation will include pumping capacity and water quality analysis, as well as structural, HVAC, electrical, mechanical and plumbing system analysis.

The Village posted a Request for Qualifications/Proposal for professional services for this project in August 2016. Two of the responding firms were identified as qualified for the work and both firms submitted proposals for the project.

Village staff recommends award of this contract for professional services to Baxter & Woodman, Inc. based on their approach and understanding of the project, their capability to perform the work, and their experience with similar projects.

Most recently, Baxter & Woodman worked with the Village of Mount Prospect on an emergency well evaluation. Mount Prospect also receives Lake Michigan water and Baxter & Woodman was hired to evaluate the capabilities of the existing emergency supply, and determine what improvements were necessary to activate the well supply.

**ATTACHMENTS**

Contract Documents

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: November 15, 2016  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: WP-011  
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for back up water well evaluation professional services to Baxter & Woodman in the amount of \$37,012.00 plus 5% contingency in the amount of \$1,851.00 for a total not-to-exceed \$38,863.00.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for for back up water well evaluation professional services to Baxter & Woodman in the amount of \$37,012.00 plus 5% contingency in the amount of \$1,851.00 for a total not-to-exceed \$38,863.00.

RECORD OF ACTION TAKEN:

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PROPOSAL TO

VILLAGE OF DOWNERS GROVE

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# Facility Evaluation of Backup Drinking Water Wells

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**BAXTER & WOODMAN**  
Consulting Engineers

*Submitted by:*  
Baxter & Woodman, Inc.  
Consulting Engineers  
[www.baxterwoodman.com](http://www.baxterwoodman.com)

October 12, 2016



8430 W. Bryn Mawr Avenue, Suite 400, Chicago, Illinois 60631 • 773.444.0292 • baxterwoodman.com

October 12, 2016

Mr. Stan Balicki  
Assistant Director of Public Works - Operations  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

***Subject: Village of Downers Grove - Facility Evaluation of Backup Drinking Water Wells  
Proposal for Professional Engineering Services***

Dear Mr. Balicki:

Providing a safe, reliable water supply to Downers Grove residents is integral to maintaining a high quality of life. Since the Village purchases Lake Michigan water from the DuPage Water Commission, provisions must be made in case of an interruption in the water supply. The study will evaluate the water wells to assess their ability to convey enough water, while accounting for the use of the storage tanks, to maintain service for an extended period of time and make recommendations if improvements are needed.

Four principles will remain constant throughout all phases of the project:

- **Communication and Coordination** - your input is crucial to the success of this project.
- **Project and Time Management** - you will know the project's progress, what tasks are being completed, and where the project is in relation to the Village's schedule.
- **Cost Control** - you will receive options and accurate, reliable cost estimates on which to base your decisions.
- **Operations and Construction** - your project's constructability, construction staging or sequencing, and cost estimates will benefit from the input of our in-house operations and construction service experts.

We look forward to the opportunity to assist the Village with maintaining an optimal emergency backup water supply. If you have questions or need additional information after review of our proposal, please email me at [jmick@baxterwoodman.com](mailto:jmick@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink that reads "John P. Mick II PE". The signature is written in a cursive style.

John P. Mick II, PE  
Client Services Manager

JPM:rk

**VILLAGE OF DOWNERS GROVE**  
**Facility Evaluation of Backup Drinking Water Wells**

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Baxter & Woodman continues to be ranked on the Engineering News-Record's Top 500 Design Firms list. We are also recognized by Public Works Magazine as one of the Top 50 leading firms in public works projects in the nation.

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## PROJECT UNDERSTANDING/APPROACH

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Providing a safe, reliable water supply to Downers Grove is integral to maintaining a high quality of life. Since the Village purchases Lake Michigan water from the DuPage Water Commission, provisions must be made in case of an interruption in the water supply. The Village has three backup shallow drinking water wells. This study will evaluate the wells and well houses to determine the quantity, water quality, and the improvements necessary at the well houses to meet current IEPA codes.

Our goal is to meet your project needs and exceed your expectations throughout all stages of the project. With that in mind, four principles will remain constant throughout all phases of the project:

### **Communication and Coordination**

Working with Village staff is the key element to the success of this project. Your input is crucial to the development of our ideas.

### **Project and Time Management**

Planning, scheduling, and controlling the project are three vital elements that must be performed to complete the Village's backup well facility evaluation. We will track the project's progress and share that progress with you on a bi-weekly basis. You will know what we are working on and where the project is in relation to the Village's schedule.

### **Cost Control**

Controlling the project's design cost is just one aspect of cost control. Cost control means evaluating the best alternative to provide the most value for your money. We will review the options and provide accurate and reliable cost estimate alternatives for the Village to base sound decisions on.

### **Operations and Construction**

You will benefit from the expertise of our experienced group of operations and construction services experts. We will obtain our operations group's input to provide an operator-friendly design. The construction department will provide assistance to the designers by assessing the project's constructability, developing a construction staging or sequencing plan, and while preparing the engineer's opinion of probable cost.

## KICKOFF MEETING

The first step of this project will be to conduct a meeting to discuss the Village's objectives. A collaborative meeting with staff and the project team will allow us to have a clear understanding of your backup water supply objectives. A face-to-face meeting immediately prior to the start of the work is invaluable to make sure both Village's objectives and schedule requirements are fully understood. The success of the project hinges on a good relationship between our team and Village staff. The kickoff meeting is a great way to jump-start the team's effectiveness.

## DATA COLLECTION AND REVIEW

The Village's active involvement in this project will help produce more meaningful results. We will request the Village's assistance in gathering the following:

- Your ideas and input
- GIS of water supply system
- Average and Max day flow rates
- Engineering reports previously completed on the water system
- Plans for well houses if available
- Historical records for wells if available
- Description of standard operating procedures for the water system

## WELL HOUSES SITE VISIT AND EVALUATION

We will conduct a one day site visit with our entire team at all three of the well houses facilities. At each facility, we will review and document our observations regarding structural, HVAC, and electrical, mechanical, and plumbing system analysis. In addition, we will review the ability of chlorine (liquid or gas) to be fed when needed. The site visit will keep in mind the following major tenets:

**Mechanical:** That equipment and process design features meet IEPA regulations and the latest edition of The Recommended Standards for Water Works.

**Operability:** Review Operator tasks and establish level of effort required.

**Automation:** Recommend well house improvements that will work with the City's SCADA system improvements.

**Sustainability:** Water conservation, chemical use, power, staffing, replacement of parts and construction materials.



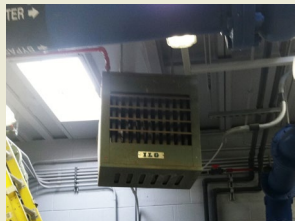



**Safety:** Establish OSHA, NFPA, and ASME code compliance requirements and security requirements.

**Cost:** Capital, operations, life cycle costs.

## MAJOR REVIEW COMPONENTS

The following major components will be reviewed for each well house. IEPA, OSHA and Village building codes will be reviewed during the evaluation of the facilities.

Task		Review
<b>Structural</b>		Evaluate masonry, doors, siding, and concrete for signs of spalling and potential failure.
<b>Electrical</b>		Review MCC, control panels, electrical services, and switchgear for signs of corrosion, obsolete equipment.
<b>HVAC/Plumbing/Mechanical</b>		Assess components, including heating ducts, heating units, piping for corrosion and functional operability. Evaluate adequate ventilation for workspaces.
<b>Chemical</b>		Consider if gas or liquid chlorine can be added to the existing facilities. Summarize pros/cons of each disinfection alternative for the Village's consideration.

Note: The above pictures are from facility evaluations completed by Baxter & Woodman for various clients.

## WELL EVALUATION

We will coordinate with Layne to pull each pump, inspect the well and the column pipe, and video the well to determine deficiencies in the well and screen. We will work with Layne to conduct well pumping tests to determine the available capacity of the shallow wells. The available capacity will be used to evaluate the storage requirements to meet the DuPage Water Commission's supply requirements. We will also work with Layne and an independent lab to determine water quality.

*Note:* It may be more cost effective for the Village to delay the detailed well evaluation until the preliminary study is complete. If the Village pulls the well to evaluate and then replaces the well for the study, it will be more costly to pull the well again in the future to repair. We recommend considering this part of the project as a secondary phase, and repairing the well once it is pulled (if that is necessary).

## CHEMICAL

Liquid or gas chlorine will be evaluated for the well house long term use. We find that, with good planning, liquid chlorine can be used successfully at emergency facilities and provides a safer environment for the operators.



Liquid Chlorine installation at an existing pumping station

## REPORT

A draft report summarizing the results of the analysis, opinion of probable costs, recommendations, and prioritized list of selected improvements for the well houses will be prepared and submitted to Village staff for review. We will meet with Village staff to discuss the draft report and will incorporate your comments and suggestions into the final report. Construction opinion of probable costs will be included for the recommended improvements.

## PROJECT SCOPE

1. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the project. These activities include, but are not limited to, budget, schedule, and scope.
2. **HISTORY REVIEW** – Review previously conducted studies, prior well rehabilitation, water quality and pumping records.
3. **SITE VISIT** – Conduct a site visit and investigation of the three well houses to evaluate structural, electrical, and mechanical integrity of the facilities. Prepare a list of recommendations based on site visit. Assess necessary improvements based on meeting current IEPA, OSHA and Village codes.
4. **PUMPING TEST (Well Subcontractor)** – Conduct a 2-hour pumping test of each well prior to equipment removal to determine the current yield of each well. Obtain the necessary water samples to perform a full water quality analysis.
5. **PULL, INSPECT, AND REINSTALL PUMPING EQUIPMENT (Well Subcontractor)** – Remove each well’s pumping equipment, inspect each component of the equipment, determine rehabilitation requirements, and re-install equipment. No repairs will be made.
6. **WELL VIDEO SURVEY (Well Subcontractor)** – Perform a down-hole video survey of each well to identify deficiencies within the well casing and screen.
7. **WELL SITE VISITS** – Provide on-site observation by Baxter & Woodman to supervise and document work performed by the well subcontractor, evaluate the condition of the pumping equipment, record pumping test data, and collect water samples.
8. **ENGINEER’S REPORT** – Prepare a summary report detailing our findings and recommendations. The report shall include, but not be limited to, the following:
  - Summary of evaluation of well houses
  - Disinfection recommendations
  - Long term storage impact with the use of the wells
  - An evaluation of the conditions of each well’s pumping equipment and recommendations for rehabilitation.
  - The current well yields and potential for additional capacity.
  - Results of the water quality testing and identification of contamination or unusual parameters.
  - An opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and administrative services or other costs necessary for completion of the project.

## PROJECT ORGANIZATIONAL CHART



### JERRY GROTH, PE - QA/QC REVIEW

- Manager of firm's Water Department
- 37 years of water engineering experience



### CAROLYN GRIEVES, PE - PROJECT MANAGER

- 20 years of water engineering experience
- Specializes in water supply, treatment, and distribution systems
- Serves as Project Manager for improvements/modifications to existing facilities and water treatment plants



### ERIC MURASKAS, PE - PROJECT ENGINEER (WELLS)

- 27 years of water supply and treatment engineering experience
- Project Manager/Engineer for the evaluation and design of water supply wells throughout northern Illinois
- Designed replacement pumping equipment for numerous well projects



### HARRY HARMAN, PE - PROJECT ENGINEER (BUILDINGS)

- 39 years of water engineering experience
- Specializes in water system analysis, and the evaluation and design of existing water facilities
- Project Manager for award-winning barium/radium removal system



### ELISA BONKOWSKI, PE - PROJECT ENGINEER (CHEMICAL)

- 20 years of water engineering experience
- Project Manager for the design of disinfection for various well sites in Carol Stream and the design of 4 sodium hypochlorite systems to replace existing gas chlorine in the Woodridge water system



### BRIAN BROMLEY, PE, SE - STRUCTURAL ENGINEER

- 22 years of structural engineering experience
- Licensed Structural Engineer
- Has provided structural design assistance for more than a dozen water treatment facility and pumping station improvements projects



### GARY WALL, PE, LEED AP BD+C - ELECTRICAL ENGINEER

- 29 years of electrical engineering experience
- LEED Accredited Professional for Building Design + Construction
- Electrical design reviewer/Project Manager for various water system and pumping station evaluations

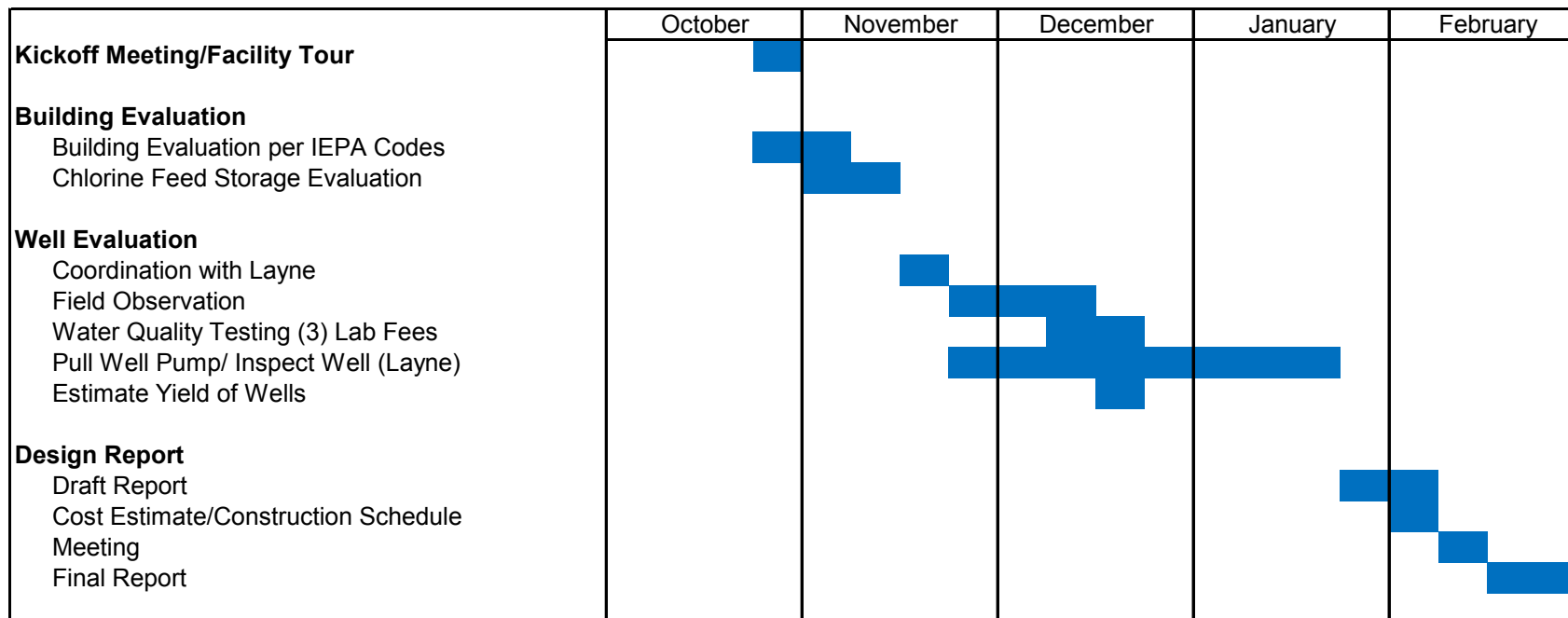


### SUBCONSULTANT: LAYNE

- Thomas P. Healy, PE – Project Engineer, 36 years of experience
- Bill Diehl – Field Superintendent, 13 years of experience
- Jason Gerwing – Drilling Operations Mgr., 18 years of experience



Downers Grove Facility Evaluation of Backup Drinking Water Wells Schedule



## PROPOSED OVERALL NOT TO EXCEED FEE

\$37,012

Our engineering fee for the stated scope of services will not exceed ~~\$161,000~~. This is based upon the number of expected man hours to complete the project and includes reimbursement for out-of-pocket expenses such as travel. Hourly billing rates and fee schedule provided below.

### Downers Grove Facility Evaluation of Backup Drinking Water Wells Manhours and Cost Estimate

DELIVERABLE	SUB-DELIVERABLE	Project Manager		Project Engineers		Project Engineers		Electrical / SCADA		Structural		Construction		CAD	Secretarial	Layne	Lab Tests	MILES/Direct Costs	TOTAL HOURS	SUBDEL COST	DELIV COST
		\$		\$		\$		\$		\$		\$									
Project Management		8																	8	\$ 1,240	\$ 1,240
Kickoff Meeting/Facility Tour		8		8				8		8								120	40	\$ 5,866	\$ 5,866
Building Evaluation				24				8		8		8							48	\$ 6,840	
Chlorine Feed Storage Evaluation				3															3	\$ 450	\$ 450
Well Evaluation																					
Coordination with Layne																			6	\$ 840	\$ 840
Field Observation																			69	\$ 8,568	\$ 8,568
Water Quality Testing (3) Lab Fees \$2000 ea																					
Pump/Well Pump/Inspect/Well (Layne)																					
Well 9																					
Well 12																					
Well 14																					
Estimate Yield of Wells																			8	\$ 1,120	\$ 1,120
Design Report																					
Draft Report		8		20				8		8									56	\$ 8,160	\$ 8,160
Cost Estimate/Construction Schedule				4				2		2									22	\$ 2,960	\$ 2,960
Meeting		6		6				6		6									18	\$ 2,736	\$ 2,736
Final Report		4		4				4		4									16	\$ 2,020	\$ 2,020
Subtotal - Hours		34		69				26		26		12		0	10				285	\$ 219	\$ 219
Subtotal - Costs		\$5,270		\$10,350				\$3,640		\$3,640		\$1,500		\$0	\$600				\$468,720	\$468,720	\$468,720
Expenses																			600	\$240	\$240
TOTAL PROJECT COST																			132	\$ 469,060	\$469,060

CAG  
11-3-16



October 10, 2016

Ms. Carolyn Grievés  
Baxter & Woodman Consulting Engineers  
8678 Ridgefield Road  
Crystal Lake, IL 60012

**RE: Village of Downers Grove**

Dear Ms. Grievés:

We are pleased to submit our proposal for the evaluation of the three (3) shallow back-up wells for the Village of Downers Grove.

This information is being submitted to include in your RFQ response to the Village.

The information being supplied here will supplement our August 31, 2016 Statement of Qualifications.

The subject back-up wells are the Village's Wells No. 9, 12, and 14. From our records, the well and pump information is detailed as follows:

**WELL NO. 9**

30" Casing to 130'  
25" Hole to 300' (281' in 1990)  
Peerless/Layne Oil-Lubricated Pump  
150 HP U.S. Motor  
200' – 10" x 2-3/16" x 3-1/2" Column Assembly  
8 Stage – 14 TLC Layne Bowl Assembly

**WELL NO. 12**

20" Casing to ??  
320' TD  
Layne Oil-Lubricated Pump  
125 HP U.S. Motor  
180' – 10" x 1-1/2" x 2-1/2" Column Assembly  
4 Stage – 12RKAH Layne Bowl

**WELL NO. 14**

20" Casing to 163'  
383' TD (375' in 1984)  
260' – 10" x 1-1/2" x 2-1/2" Column Assembly  
4 Stage – 12RKAH Layne Bowl

**WATER RESOURCES**



Ms. Carolyn Grieves  
 Baxter & Woodman Consulting Engineers  
 October 10, 2016  
 Page 2

The basic scope for pulling, inspecting, bail oil from well, and reinstalling the pump and equipment in each of the wells is very similar. The only difference will be the depths of setting, which will alter the pricing slightly.

In order to expedite the submission of this proposal letter, we did not have time to set up a meeting and inspect the three well sites. From our records, we don't indicate any major issues, but for this proposal, we will assume that all sites are readily accessible for our pump service equipment and that preliminary pumping tests can be performed by isolating the well pumps from the Village system with relative ease.

The breakdown of the pricing for the various work scope items are detailed as follows:

	MOBILIZATION/ SET-UP	PRELIM. TEST	PULL AND INSPECT PUMP <u>ON-SITE</u>	BAIL OIL	REINSTALL	TEST/ DEMOb.	T.V. SURVEY OF WELL	TOTAL Per WELL
<b>WELL 9</b>	\$2,750	\$1,200	\$13,000	\$1,500	\$15,000	\$4,500	\$1,750	<b>\$39,700</b>
<b>WELL 12</b>	\$2,750	\$1,200	\$12,500	\$1,500	\$14,500	\$4,500	\$1,750	<b>\$38,700</b>
<b>WELL 14</b>	\$2,750	\$1,200	\$15,000	\$1,500	\$17,500	\$4,500	\$1,750	<b>\$44,200</b>

We assume that the well pumps can be pulled in a normal fashion without the need to "pull by the shaft" or fish for its retrieval due to partial or complete pump separations.

The extent and costs of any repairs necessary on the three well pumps would not be known until the pump has been pulled and inspected. The above pricing includes a brief inspection on-site, and if the well pump(s) need to be moved to our yard for further sandblasting and inspection, this cost would be in addition to the above costs. Some of the repairs that may be required would include, but not limited to, rebuilding or replacing the bowl assemblies; column assembly material replacements; disassembling the oil tubing for inspection, cleaning, and reassembly; epoxy coating; well rehabilitation; etc.

As part of the preliminary and/or post-repair testing, our crew will assist in collecting Baxter & Woodman in collecting water samples for your analysis, as desired. The cost for the water analysis is not include in this proposal.

We appreciate the opportunity to provide this proposal, and we certainly appreciate the opportunity to be part of the team with Baxter and Woodman on this exciting project for the Village of Downers Grove, IL. If you have any questions, please don't hesitate to contact us.

Yours very truly,

*Thomas P. Healy*

Thomas P. Healy, P.E.  
 Manager of Projects  
 Layne Christensen Company





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## APPENDIX A: REQUIRED FORMS

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## Village of Downers Grove



## REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: \_\_\_\_\_

Project Name: Facility Evaluation of Backup Drinking Water Wells

Proposal No.: RFQ-0-51-2016/tt

Statement of Qualifications Due: September 7, 2016, 2 p.m.

Pre-Proposal Conference: Not Required

**Required of Awarded Contractor:**

Certificate of Insurance: Required

Legal Advertisement Published: August 16, 2016

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:

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 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.

## Village of Downers Grove

# 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 **September 7, 2016, 2 p.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: THERESA H. TARKA, 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 civil engineering for water supply, water treatment, pumping facilities, residuals management, chemical storage and feed systems, and SCADA and controls systems, in order to fully and properly act on the Village's behalf in all activities related to the project. **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. Price proposals are not to be submitted with the initial SOQ. The Village will request price proposals from selected qualified firms.** (If sub-Proposers/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 or Flashdrive) 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
  - Similar Project Experience
    - vi. Provide detailed information regarding similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
  - Proposed Project Team – identify the key project team members proposed for this project, with qualifications. The key individuals proposed must be utilized on this project 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 approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

## Village of Downers Grove

- 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: THERESA H. 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.
- 1.3 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.
- 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.

## Village of Downers Grove

- 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 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

#### **5. SEXUAL HARASSMENT POLICY**

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

## Village of Downers Grove

policy that:

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

## **6. EQUAL EMPLOYMENT OPPORTUNITY**

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

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



## Village of Downers Grove

Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

## **7. DRUG FREE WORK PLACE**

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

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

- 7.2 Establishing a drug free awareness program to inform 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.

## Village of Downers Grove

- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace 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
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Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence
	\$1,000,000	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”.
- 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**.

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- 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 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.

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- 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 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 IV 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 termination. 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 termination.

**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.

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

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

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

**16. STANDARD OF CARE**

- 16.1 Services performed by Proposer under this 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.

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**20. AMENDMENT**

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

**21. NOT TO EXCEED CONTRACT**

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

**22. SEVERABILITY OF INVALID PROVISIONS**

22.1 If any provisions of this 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. DETAILED SPECIFICATIONS**

### **1. SCOPE OF SERVICES**

#### **1.1 Introduction**

The Village of Downers Grove is seeking to retain the services of a qualified and experienced consulting firm with expertise in civil engineering to complete a facility evaluation for the Village's three backup drinking water wells. The facility evaluation should provide enough information for the Village to decide whether or not, or to what extent, to rehabilitate the wells. This evaluation must also consider the extent that the pumping capacity of the wells is counted toward the Village's water storage requirements under its contract to purchase water from the DuPage Water Commission. The engineering services agreement will have a term of six months, beginning with the Notice to Proceed.

#### **1.2 Background**

The Village provides potable water to approximately 48,000 people through more than 16,500 residential, commercial and industrial service connections. The Village's water service area includes all areas within the current Village limits as well as a limited number of customers outside the Village that receive water service from the Village. Beginning in 1992, the Village's water supply became purchased Lake Michigan water from the DuPage Water Commission (DWC) located in Elmhurst, Illinois. The Village also has an emergency supply of three backup, shallow wells.

The Village's water distribution system is supplied by seven elevated storage tanks providing a storage volume of eight million gallons and six rate control stations. The water distribution system is supplied by gravity from these storage facilities.

#### **1.3 Project Location**

The three wells are located in the Village of Downers Grove, Illinois at the following addresses.

Well #9  
4412 Downers Drive

Well #12  
3301 Finley Road

Well #14  
1724 71<sup>st</sup> Street

#### **1.4 General Scope of Services**

The Proposer will be required to perform all necessary work to prepare the facility evaluation. The facility evaluation shall include structural, HVAC, electrical, mechanical and plumbing system analysis. With respect to chlorine the evaluation shall look at the ability of chlorine to be fed when needed (and what type of chlorine should be used). It



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must also take into account life safety issues such as chlorine storage and alarm capability for the type of chlorine used.

There are a number of codes which govern these facilities, and if a decision is subsequently made that these facilities are going to be rehabilitated (likely with anticipated IEPA State Revolving Loan funding), then the facility is likely going to need to be brought up to code for all elements of the building. Work shall include, but may not be limited to, the following.

- 1) Attend a kickoff meeting with Village staff to discuss the sites, their history, the Scope of Services, and collect facility information from the Village such as drawings, details of any previous rehabilitation, maintenance history, etc.
- 2) Visit each facility site to observe and document current conditions. Observations should be conducted towards determining whether the facility meets current code, and safety requirements looking at including the following:
  - i) Structural integrity of the building and roof
  - ii) Mechanical aspects of building, including piping and HVAC
  - iii) Electrical equipment
  - iv) Inspection of all hatches and vents
  - v) Chemical storage areas and supply equipment
  - vi) Plumbing and sanitary
  - vii) Control equipment
- 3) Pull each well pump, inspect it and the column pipe, and take a “down-hole” well survey video. This will allow the engineer to observe the condition of the well hole, and well casing. Review the resulting well video and inspection reports.
- 4) Review the existing chlorine feed storage and equipment capacities and provide an assessment on the ability of the chlorination system to meet emergency dosage requirements if the well was required to operate. Recommend modifications to improve the chlorination system’s ability to go from long term stand-by status to operational.
- 5) Estimate the yield of the wells and the quality of water available.
- 6) Identify if and where facilities do not meet appropriate codes.
- 7) Prepare and submit a preliminary design report summarizing the findings for each facility. Attend a meeting to discuss the preliminary design report with Village staff.
- 8) Provide a draft recommendation for the rehabilitation of each facility to the Village for review and comment.

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- 9) Provide opinion of probable project cost and probable construction schedule for rehabilitation of each well, in addition to costs associated with capping and sealing wells, along with demolition of the well houses.
- 10) Incorporate Village comments and provide an electronic copy and five hard copies of the final report to Village.

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**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 RFQ/RFP is the contract between the prospective Firm and the Village. You must submit this entire RFQ/RFP document with your proposal. DO NOT SUBMIT A PROPOSAL UNTIL SPECIFICALLY REQUESTED TO DO SO. THE INITIAL SUBMITTAL TO THE VILLAGE SHALL BE THE SOQ ONLY.**

**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 approximately 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, but it is anticipated that notice of award will occur in early Fall 2016. 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.**

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**2.5 Firm Selection**

Firm Selection will be based on the following:

- Proposed approach to organizing and understanding of the project
- Experience in water supply/water wells
- Familiarity with DuPage Water Commission and Illinois EPA requirements
- Project manager and team experience
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- 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 Proposer shall provide the following deliverables by no later than the dates specified unless the schedule is modified and agreed to in writing by the Village.
  1. Monthly Invoices with Progress Reports to identify tasks accomplished and relevant coordination completed by the invoiced effort.
  2. Site Photos and Field Notes.
  3. Project report.

**3.2 Deliverable Quantities**

- One (1) kick-off meeting at Public Works and Site Visit.
- One (1) meeting at Public Works to review draft recommendations.
- Five (5) hard copies and (1) electronic copy of the final report.
- One (1) CD containing electronic copies (.pdf, AutoCAD, and ArcGIS) of all Final project files, drawings and any supporting documentation compatible with the programs listed above
- The Proposer shall furnish to the Village any/all final documents in an electronic format on CDs suitable for making prints and copies of plans, specifications and reports as required in above, all of which shall become the property of the Village for its use. Supplemental photos, testing reports, etc., which may or may not be included in the final report, shall also be provided to the Village in digital format upon request. If required by FOIA laws or legal subpoena, Proposer shall provide copies of all sketches, drawings, files, notes, calculations, survey data, photographs, etc., upon request.

## Village of Downers Grove

3.3 Schedule

- Anticipated Notice to Proceed – **October 19, 2016**

**4. CONTACT**

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

Theresa H. Tarka  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-5530  
Fax 630-434-5571

## **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.)**

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**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:**

Baxter & Woodman, Inc

Company Name

Date: October 11, 2016

8430 W. Bryn Mawr Ave., Suite 400

Street Address of Company

jmick@baxterwoodman.com

Email Address

Chicago, IL 60631

City, State, Zip

John Mick

Contact Name (Print)

815-459-1260

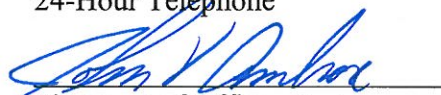
Business Phone

312-505-1149

24-Hour Telephone

815-455-0450

Fax



Signature of Officer, Partner or Sole Proprietor

John V. Ambrose, President/CEO

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: Baxter & Woodman, Inc.  
 ADDRESS: 8430 W. Bryn Mawr Ave., Suite 400  
 CITY: Chicago  
 STATE: Illinois  
 ZIP: 60631  
 PHONE: 815-459-1260 FAX: 815-455-0450  
 TAX ID #(TIN): 36-2845242

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

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

NAME: Baxter & Woodman, Inc.  
 ADDRESS: 8678 Ridgefield Rd.  
 CITY: Crystal Lake  
 STATE: Illinois ZIP: 60012

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

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

SIGNATURE: *[Signature]* DATE: October 11, 2016

**PROPOSER'S CERTIFICATION**



Village of Downers Grove

Facility Evaluation of Backup

With regard to Drinking Water Wells, proposer Baxter & Woodman, Inc. hereby certifies the following:  
(Name of Project) (Name of Proposer)

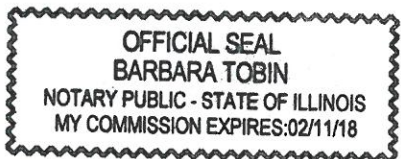
1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer 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: *John V. Ambrose*  
Proposer's Authorized Agent

3	6	-	2	8	4	5	2	4	2
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this 7<sup>th</sup> day of October, 2016.

*Barbara Tobin*  
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 Baxter & Woodman, Inc., and the full names of its Officers are as follows:

President: John V. Ambrose

Secretary: Deborah Finn

Treasurer: Christopher T. Sosnowski

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 \_\_\_\_\_.

## Village of Downers Grove

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 Valley Forge Insurance Co. / Continental Casualty Co.

Agent Risk Strategies Co.

Street Address 650 Dundee Rd., Suite 170

City, State, Zip Code Northbrook, IL 60062

Telephone Number 847-412-1414

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

Print Name of Company: Baxter & Woodman, Inc.

Print Name and Title of Authorizing Signature: John V. Ambrose, President/CEO

Signature: 

Date: October 11, 2016

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

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 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: Baxter & Woodman, Inc

Address: 8430 W. Bryn Mawr Ave., Suite 400

City: Chicago Zip Code: 60631

Telephone: ( 815) 459-1260 Fax Number: ( 815) 455-0450

E-mail Address: marketing@baxterwoodman.com

Authorized Company Signature: 

Print Signature Name: John V. Ambrose Title of Official: President/CEO

Date: October 11, 2016



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.

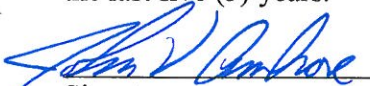
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

John V. Ambrose, President/CEO  
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