

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/11/2017

SUBJECT:	SUBMITTED BY:
Engineering Services for Stormwater Local Drainage Project #3 – Elm and Earlston Between Ogden Ave. and 41st Street	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering and survey services to V3 Companies of Illinois, Ltd., of Woodridge, Illinois in the amount of \$76,664.50 for engineering services for stormwater local drainage project #3, Elm and Earlston between Ogden Ave. and 41st Street (SW-080). The amount includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY17 Budget includes \$80,000 from the Stormwater Fund (Page 4-29 Line 18) for this project.

RECOMMENDATION

Approval on the April 11, 2017 consent agenda.

BACKGROUND

The area that includes Elm Street and Earlston Avenue, between 41st Street and Ogden Avenue, was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage". A project location map is attached. There are two areas of focus for this project. The first involves two residential properties on the east side of Elm Street which receive flow from the west. They experience structural flooding during larger rainstorms and regular yard flooding. Roadway flooding has also been reported. A 6" pipe currently drains a depression in the backyards and then conveys this flow east to a ditch on Earlston Road. This pipe is not adequate for this area. The second area of focus involves providing relief for LPDA 101.

To address these issues the Engineering Division reviewed proposals from six (6) pre-qualified engineering firms to complete engineering and surveying services. These services included a topographic survey, drainage study and preparation of construction drawings to improve drainage.

After reviewing the proposals, V3 Companies of Illinois, Ltd. was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to V3 Companies of Illinois, Ltd. based on their understanding of the project, capability to perform the work,

experience with similar projects, and proposed fee. V3 Companies of Illinois, Ltd. has provided professional services for the Village in the past with satisfactory results.

ATTACHMENTS

Contract Document

Location Map

VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 11, 2017
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** SW-080
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for engineering and survey services for local drainage project #3, (Elm and Earlston) to V3 Companies of Illinois in the amount of \$69,695.00 plus 10% contingency in the amount of \$6,969.50 for a total not-to-exceed \$76,664.50.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for engineering and survey services for local drainage project #3, (Elm and Earlston) to V3 Companies of Illinois in the amount of \$69,695.00 plus 10% contingency in the amount of \$6,969.50 for a total not-to-exceed \$76,664.50.

RECORD OF ACTION TAKEN:



PROPOSAL

SUBMITTED TO: VILLAGE OF DOWNERS GROVE | DUE: MARCH 13, 2017



STORMWATER MANAGEMENT ENGINEERING SERVICES FOR ELM STREET & EARLSTON ROAD BETWEEN OGDEN AVENUE & 41ST STREET

SW-080-047

WWW.V3CO.COM | 888.707.2779



TABLE OF CONTENTS

RESPONSE TO THE REQUEST FOR PROPOSAL

COVER LETTER

PROJECT UNDERSTANDING & APPROACH

ORGANIZATIONAL CHART

REQUIRED FORMS

RECEIPT OF ADDENDUM

“NOT TO EXCEED” FEE PROPOSAL

INCLUDED IN A SEPARATE ENVELOPE

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: V3 Companies of Illinois, Ltd.

Project Name: Stormwater Management Engineering Services for Elm St and Earlston Rd between Ogden Ave and 41st St

Proposal No.: SW-080-47

Proposal Due: Monday, March 13, 2017 @ 10:00 A.M. – Public Works Facility, 5101 Walnut Avenue Downers Grove, IL 60515

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Date Issued: Friday, February 24, 2017

This document consists of 30 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:

KERRY BEHR, PE, CFM
STORMWATER ADMINISTRATOR
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5489
FAX: 630/434-5495
www.downers.us

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

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

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and one additional copy 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 – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, March 13, 2017 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: KERRY BEHR, PE, CFM, in a sealed envelope marked "SEALED PROPOSAL for STORMWATER MANAGEMENT ENGINEERING SERVICES FOR ELM/EARLSTON." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

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

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of 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 of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

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

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

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

- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the 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 subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

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

12. PREVAILING WAGE ACT

- 12.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Proposer or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.
- 12.2 Proposer and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 12.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 12.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

- 12.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 12.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

13. PATRIOT ACT COMPLIANCE

- 13.1 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

14. INSURANCE REQUIREMENTS

- 14.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 14.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 14.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
- 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

of any person other than the Proposer's employees;

- 14.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 14.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 14.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 14.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 14.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 14.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

15. CAMPAIGN DISCLOSURE

- 15.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 15.2 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.
- 15.3 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.
- 15.4 By signing the bid or proposal 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.

16. SUBLETTING OF CONTRACT

- 16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

17. TERM OF CONTRACT

17.1 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.

18. TERMINATION OF CONTRACT

18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or 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.

19. BILLING & PAYMENT PROCEDURES

19.1 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.

19.2 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.

19.3 Please send all invoices to the attention of Kerry Behr, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

20.1 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.

21. STANDARD OF CARE

21.1. 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

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

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.

- 21.2 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.
- 21.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

22. GOVERNING LAW

- 22.1 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.

23. SUCCESSORS AND ASSIGNS

- 23.1 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.

24. WAIVER OF CONTRACT BREACH

- 24.1 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.

25. AMENDMENT

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

26. NOT TO EXCEED CONTRACT

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

27. SEVERABILITY OF INVALID PROVISIONS

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

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

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.

28. NOTICE

- 28.1 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.

29. COOPERATION WITH FOIA COMPLIANCE

- 29.1 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.)

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

III. DETAIL SPECIFICATIONS

1. REQUEST

1.1 The Village of Downers Grove (Village) is requesting Proposals for professional services from previously-qualified engineering firms (CONSULTANT) to provide stormwater management engineering services for the projects identified within this RFP. The firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place.

1.2 Project Description

As part of the Village's 2014 Stormwater Project Analysis report, the Village set a goal to provide a minimum uniform standard of Drainage Infrastructure to all properties within the Village. A standard storm event that would be greater than 95% or more of all separate rainfall events that occur in an average given year was defined as the "Service Level Drainage Event." The 2-year, 6 hour event is to be served by storm sewers. The 10-year, 6 hour event is to be served by a combination of storm sewers and overflow swales or ditches. The full report with details can be found at:

<http://www.downers.us/govt/village-budget/stormwater-project-analysis-report-2014>

One of the projects identified in the 2014 Stormwater Project Analysis is Site 3 – Elm and Earlston. The Village is now requesting topography, concept alternatives, preliminary plans, final engineering plans, specifications and establishment of a benchmark for the project.

There are two areas of focus for this project. The first involves two residential properties on the east side of Elm Street (4229 and 4225) which receive flow from the west. They experience some structural flooding during larger rainstorms and regular yard flooding. Roadway flooding has also been reported. A 6" pipe currently drains a depression in the backyards and then conveys this flow east to a ditch on Earlston Road; however, it is not adequate. Designing a system to collect runoff on Elm Street before entering the backyards is the preferred solution, along with improved overland flow routes. Additional infrastructure (storm sewer or drainage ditches) shall also be considered for all of Elm Street between 41st Street and Ogden Avenue.

The second area of focus involves providing relief for LPDA 101. Solutions may include installing additional storm sewer to convey flow south into the Ogden Avenue system or north into the wetland complex, or establishing an overland flow route and/or recommending flood proofing solutions to the residents.

Firms shall provide a project scope, as detailed in Section 1.3, for the following components:

- Topographic survey of study area specified in exhibit A which shall include sufficient survey of the problem areas to install proposed storm sewer and establishment of overland flow routes.
- Price per 100-linear feet of additional right-of-way topographic survey, if required

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

- Price per ½ acre for additional topographic survey on private property, if required
- Drainage study/report of existing conditions as they relate to adequate conveyance of the “Service Level Drainage Event”, conceptual plans (maximum of three alternatives) and associated cost estimates to bring the site up to the recommended level of service.
- Preliminary plans (50%), pre-final plans (90%), final engineering plans and specifications, and cost estimates for two areas between Elm St and Glendenning Rd, from Ogden Ave to 41st Street, and associated cost estimates.
- Establishment of one permanent DuPage County benchmark.

A separate cost shall be provided for each of the above components and shall be provided in a separate sealed envelope.

1.3 Scope and Schedule

1. Topographic Survey

All topographic information acquired as necessary to support a constructible plan set in the future for areas identified in Exhibit A. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:

- Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
- All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic data of the identified segments in AutoCAD Civil3D (v.2013 or later) supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Data shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. Surface data shall also be provided. Copies of all support files (.shx, .ctb., .xml, etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical, and telephone, and sewers. No digging for elevation verification of utilities will be required.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

- Supply detailed information for all storm and sanitary sewer structures, pipes, culverts, end sections, etc., water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits, including rim and invert.
- Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation, and elevations of roadway and driveway pavement over culverts.
- Locations and identification of all above ground features; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
- Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
- Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Contour lines plotted throughout the project with high points or low points indicated between similar contours.
- Providing compatible drawing files (AutoCAD Civil3D 2013 or later) on compact disk or other media approved by the Village.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
- Placement of at least two temporary benchmarks located outside the limits of construction at each final design site area.

2. *Price per 100-linear feet of additional right-of-way topographic survey*

3. *Price per ½ acre for additional topographic survey on private property*

4. *Drainage Study/Report*

Desired activities shall include:

- Drainage report identifying areas without “Service Level Drainage Event” infrastructure
- Conceptual level plans/exhibits/cost estimates showing proposed improvements within the drainage area (maximum of three alternatives)
- Identify potential grant opportunities for implementation of any the proposed solutions
- Identify permits or agency approvals and estimated fees that may apply to each proposed solution along with pros/cons associated with each solution
- Anticipate one (1) meeting with Village staff to discuss project alternatives and one (1) possible residential meeting hosted by the Village

5. *Preliminary Plans/Pre-Final Plans/Final Engineering/Plans/Specifications*

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate. The topographic survey shall be performed by an Illinois-licensed surveyor and shall be prepared per the requirements above. Anticipate two (2) additional meetings with Village staff to discuss project.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

- a. Preliminary plan submittal (50%)
- b. Pre-Final Plans (90%) and 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')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work
- c. Cost estimate for conceptual plans, 50%, 90% and final plans.
- 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 (Consultant) will be required to perform all necessary work (if required) to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Consultant must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal, including potential wetland delineation/determination. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP.
- f. The Consultant 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 Consultant), 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 Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

- h. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

6. *Benchmark Establishment*

Establishment and installation of one (1) permanent benchmarks abiding by DuPage County Benchmark Protocol within the study area. Location of permanent benchmarks to be determined by Village.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown (**in separate sealed envelope**).

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for consultant 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 should be included. Also, please identify the physical location of the project team members.

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on March 13, 2017**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

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

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and**

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

beyond the “Not to Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.

2.4 Consultant Selection

Consultant Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- 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

2.5 Pre-Proposal Field Review

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

3. PROJECT DELIVERABLES

3.1 General

The Consultant shall provide the following deliverables not later than the time specified, as appropriate for each component:

Topographical survey data, 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 Civil3D format (2013 or later), and as .pdf documents. The cost estimates shall be in Microsoft Excel format. Specifications shall be in Microsoft Word format.

3.2 Deliverables schedule

Topographic Survey

- To be coordinated with schedule of drainage study/report and final designs below.

Drainage Study/ Report

- One (1) hard copy and (1) electronic copy of drainage study/report due May 23, 2017
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

Engineering Plans/Specifications:

- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer’s Opinion of Probable Cost (EOPC) due July 18, 2017

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due August 1, 2017
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due August 15, 2017
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.

Benchmarks:

- Set prior to August 15, 2017.

4. **CONTACTS**

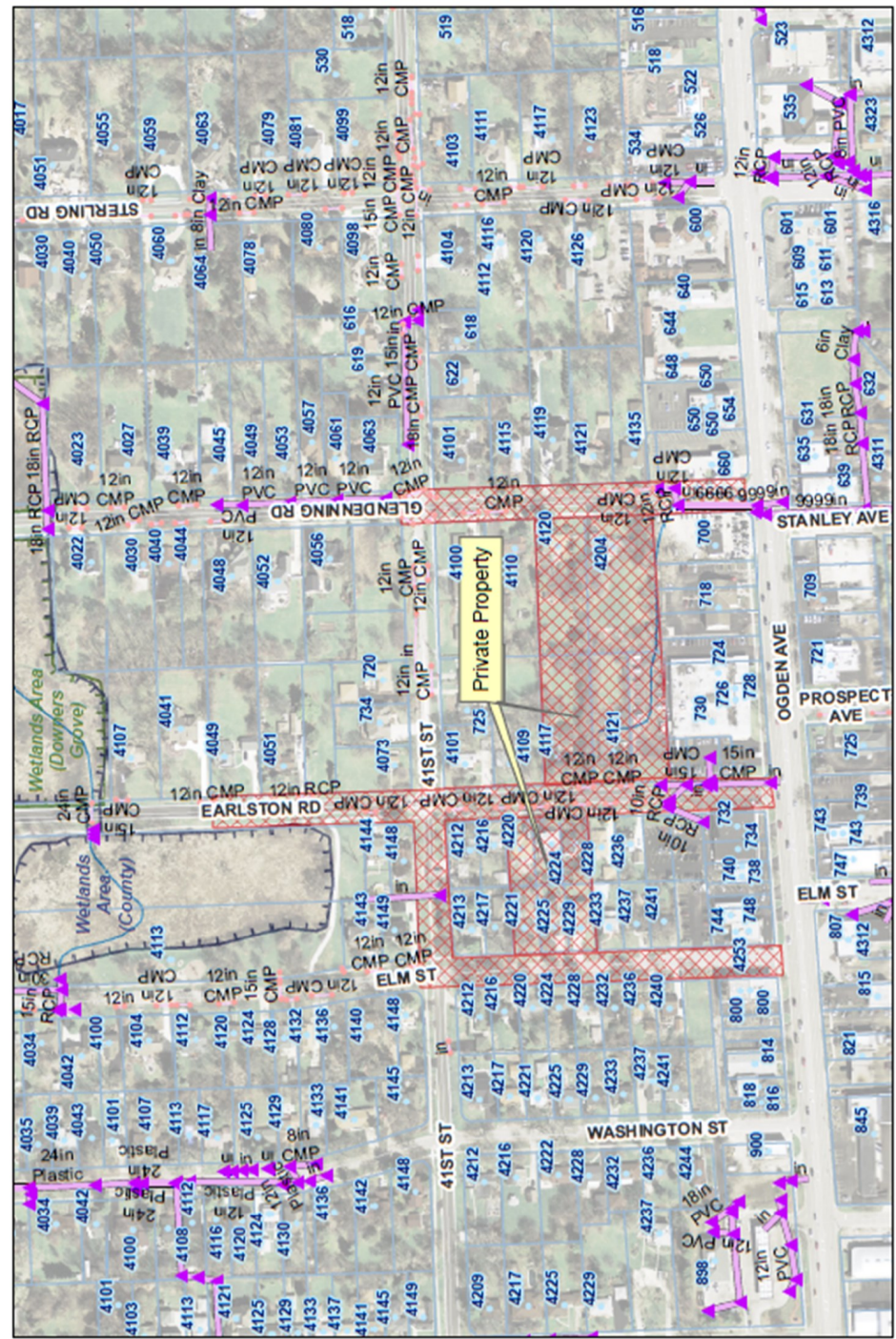
All questions concerning the project and/or submittal should be directed to:

Kerry Behr, PE, CFM
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5489
Fax 630-434-5495

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road



EXHIBIT A:
Survey Map



Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

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

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



March 10, 2017

Kerry Behr, PE, CFM
Stormwater Administrator
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Request for Proposals for Stormwater Management Engineering Services for Elm St and Earlston Rd between Ogden Ave and 41st Street SW-080-047

Dear Ms. Behr:

V3 Companies (V3) is pleased to submit these qualifications for the Elm Street and Earlston Road project. The enclosed information illustrates the qualifications and experience of our team has to perform the topographic survey, drainage study, and engineering design. Our proposal addresses the scope outlined in the request for proposals dated February 24, 2017. We have read and understand the requirements for professional services to the Village of Downers' Grove and will abide by them. **We also agree to the project schedule contained in the RFP.**

Our team includes technical experts and professional construction estimators, which results in designs that consider constructability and logistics issues as well as current market costs. V3's construction personnel will be integrally involved in each phase of the design and cost estimating. Based on our review of existing information and our field visit, **we have identified an alternative design that would save the Village \$180,000 in construction costs.** Our experience with similar projects allows us to anticipate potential obstacles and address them before they impact the scope, schedule, or budget. Such obstacles include:

- **Utility Conflicts** – Accurate survey information and early coordination with utility companies will allow our team to anticipate conflicts in advance and reduce potential delays
- **Permitting Delays** – Understanding the permit process, avoiding triggers for complex permitting, and being diligent when tracking permit status will keep permits on track,
- **Resident Coordination** – Gaining the support of the affected residents prior to construction often reduces conflict and delays,

In addition to planning for these potential obstacles in advance, our team is an exceptional choice for this project because of our:

- **Award Winning Team** – As demonstrated by the 2008 APWA Project of the Year Award for the Carpenter Street Storm Sewer Replacement Project, V3 has the expertise to save our clients significant dollars through our unique design approach utilizing engineers and construction professionals together in the project development process.
- **Experience** – V3 has provided survey, design, and construction phase services on a multitude of projects. Our experience, from small storm sewer replacements to master developments

incorporating large watersheds, has provided the opportunity to utilize the knowledge developed through the years on similar situations.

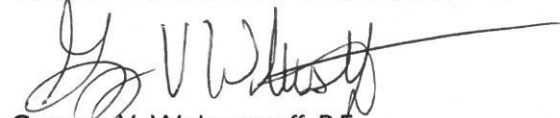
- **Depth of V3 Resources** – Our diverse staff of more than 185 local engineers can be made available to meet virtually any schedule for this project.
- **Understanding of Key Issues** – V3 will provide a proactive approach to address utility conflicts and streamline the project to minimize the impacts to residents of the village.
- **Cost Effective Project Delivery** – V3 engages our professional contracting personnel to provide constructability reviews that identify staging and conflicts that might not otherwise be recognized unless you were going to build the project yourself. And V3's professional cost estimators complete over \$100 million in contract bids each year, which provides real-time unit price adjustments to the prevailing market conditions.

We are very excited about this opportunity and confident that V3's contributions will meet the Village's high quality standards of services for your residents and visitors. We look forward to working with you, not just as your consultant, but also as your partner in achieving success in every facet of this project.

If you have any questions concerning this proposal, please feel free to contact me directly by phone at 630-729-6334 or by e-mail at gwolterstorff@v3co.com.

Sincerely,

V3 COMPANIES OF ILLINOIS LTD.



Gregory V. Wolterstorff, P.E.
Director of Natural Resources
Vice President



Project Understanding & Approach

PROJECT UNDERSTANDING

Downers' Grove has taken a proactive approach to understanding the stormwater management infrastructure improvements needed to reduce flooding experienced throughout the Village. Through the 2014 Stormwater Project Analysis, the Village has prioritized stormwater capital improvement projects consistent with its fee-based stormwater utility. This new approach establishes a minimum service level standard for stormwater management that safely conveys and stores 95% of all rainfall events. Several projects were identified as part of this analysis to improve the Village's stormwater management system, which included the area between Elm and Earlston, north of Ogden Avenue and south of 41st Street (Site 3). This project will address Site 3 identified in the 2014 study as well as LPDA 101 by:

- Reducing basement flooding, street ponding and yard ponding
- Designing storm sewers sized to convey the anticipated runoff from the two-year, six-hour storm
- Providing an overflow route with capacity to convey anticipated runoff from the 10-year, six-hour storm

As part of the 2014 Stormwater Project Analysis, a concept plan was developed for Site 3, which is one alternative V3 will investigate. This concept plan for Site 3 is described in the following paragraphs.

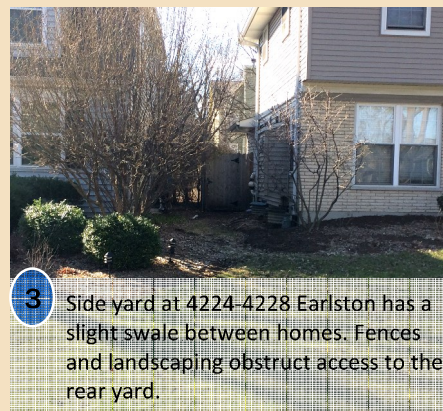
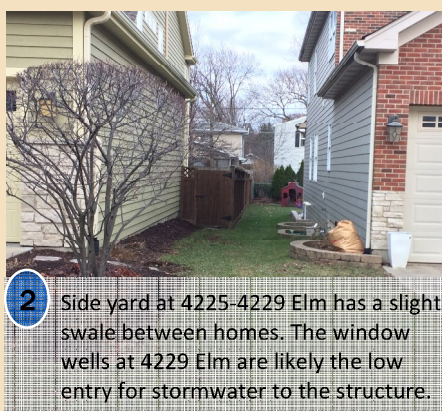
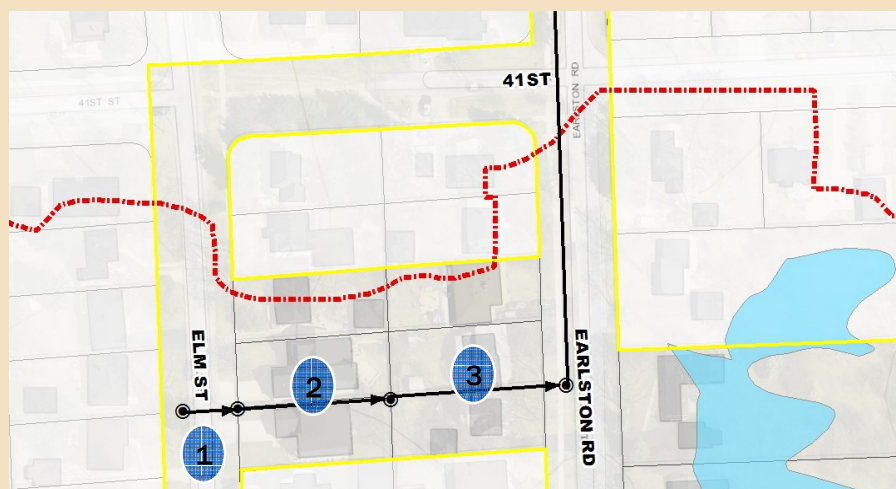
PROJECT APPROACH

Existing Concept Plan

A conceptual-level engineering design to reduce flooding experienced within the study area was included in the 2014 Study. The objective of this project is build off of the previous analysis to develop final engineering plans and specifications for the infrastructure improvements within the study area. The concept plan described for this project in the Village's 2014 Stormwater Project Analysis is depicted in Figure 1.

Figure 1. Existing Concept Plan. The existing concept plan anticipated:

- Installing storm structures at the low point in the Elm Street profile
- Directionally drilling a storm sewer between the homes from Elm Street, east to Earlston Avenue
- Extending the storm sewer to the existing wetland bank north of 41st Street





Project Understanding & Approach

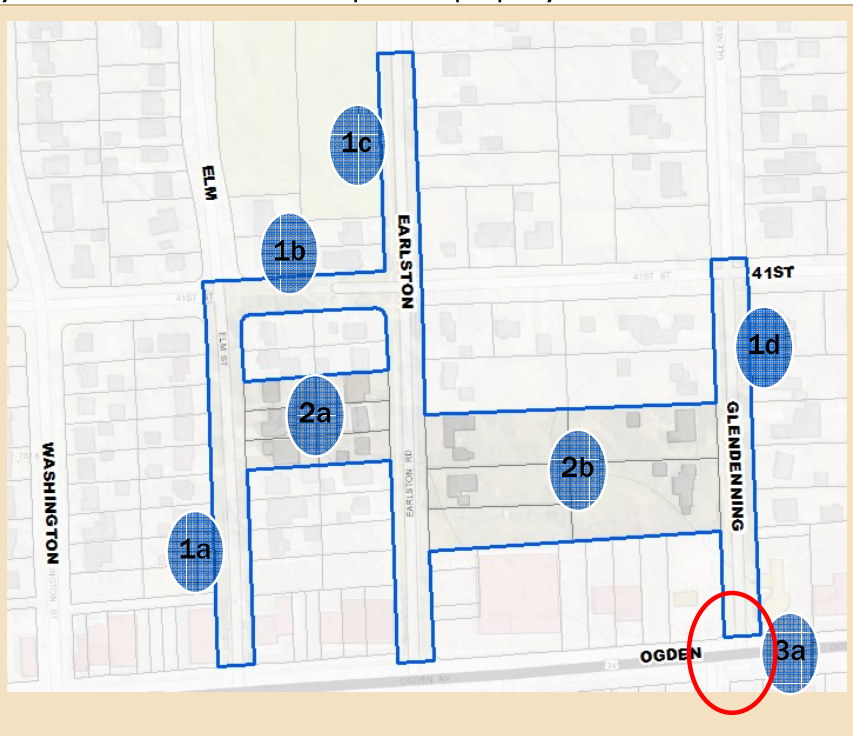
The conceptual plan shown in Figure 1 depicts one alternative that could address Site 3, but does not address the second area of focus, LPDA 101. LPDA 101 is located east of Site 3 between Earlston Road and Glendenning Road, north of Ogden Avenue, and south of 41st Street. V3 will investigate both areas and identify the most feasible alternative that meets the Village's requirements for each area. As described in the RFP, the project will consist of three phases (topographic survey, drainage study/report and engineering plans/specifications). V3's approach to completing the each phase of the project is described in the following paragraphs.

Survey Services

Topographic Survey. The topographic survey will be performed to meet the Village's requirements as described in the Request for Proposal. As requested, the topographic survey will include areas within the public right-of-way of Elm Street, Earlston Street and Glendenning Road, as well as private properties as shown in Figure 2. All trees in excess of 2" DBH will be located and labeled with a DBH size, but tree type and condition will not be determined. Any property corners identified during the topographic survey will be located to tie in the plat and property boundaries.

Figure 2. Survey Limits. V3 will provide a topographic survey of the area within the proposed project limits, which includes:

- 1) Public Right-of-Way
 - a) Elm Street north of Ogden Avenue to 41st Street
 - b) 41st Street ROW between Elm Street and Earlston
 - c) Earlston Road north of Ogden Avenue to the north property line of 4049 Earlston
 - d) Glendenning Road north of Ogden Avenue to 41st Street
- 2) Private Properties
 - a) 4221-4229 Elm Street and 4220-4228 Earlston Road
 - b) 4117-4121 Earlston Road and 4120-4204 Glendenning Road
- 3) Glendenning & Ogden Intersection
 - a) 60" storm south of Ogden



It is assumed that the Village will notify the residents that a surveyor will be on their property in advance of the field work. If needed additional topographic survey can be provided of public right-of-ways or private properties. These additional costs are included in the enclosed budget as requested.

Deliverables - All of the tasks described in the RFP scope of services will be performed. The primary deliverables include:

- Topographic survey in AutoCAD Civil 3D 2013 or later
- Permanent control points
- Placement of at least two temporary benchmarks

Permanent Benchmark. Establish and install, including cylindrical concrete foundation to a depth of 10-20 feet, a permanent benchmark abiding by DuPage County Benchmark Protocol in the vicinity of the project location.

Deliverables -

- Permanent benchmark



Project Understanding & Approach

Plats of Easement. It is understood that no more than two (2) temporary construction or permanent utility easement may be required for implementing the stormwater improvements for this project. V3 will prepare plats of easement for private property to be used by the Village for obtaining the agreement from the private property owners for these improvements. The plat of easements will be based on block and lot descriptions for each subdivided property, rather than bearing & distance descriptions.

Deliverables -

- Plats of Easement Exhibit (1 per property)

Clarifications – The following tasks are specifically excluded from V3's scope of services:

- Topographic survey outside of the limits shown on the Topographic Survey Limits exhibit
- Tree identification and condition assessment
- Establishment of property lines
- Section break down of the project area
- Legal descriptions including point-of-beginning, bearing and distance descriptions

Drainage Study/Report

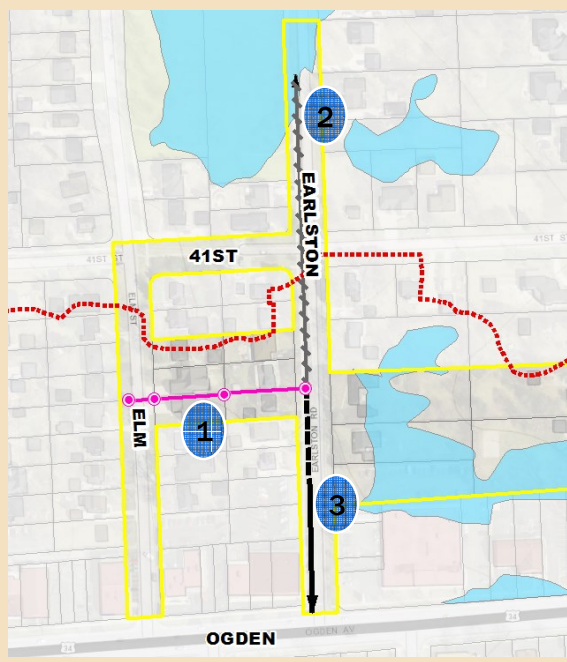
The V3 team will review the previous studies of the project area, along with the detailed topography and utility information that will be obtained from our topographic survey. We will build off of the existing studies to develop a concept plan that meets the Village's level of service goals for each of the two areas of focus (Site 3 and LPDA 101). Our approach for each study area is described in the following paragraphs.

Site 3 – Elm Street to Earlston Road

Based on our site visit and a brief review of the 2014 Stormwater Project Analysis completed by WBK, there appears to be an opportunity to simplify the approach to Site 3 by **eliminating the proposed storm sewer on Earlston Road**. This approach is depicted in Figure 3.

Figure 3. Elm Street and Earlston Road Rear Yard Drainage. Based on our field visit, the proposed concept plan presented in the 2014 Study could be modified to:

- 1) Directionally drill the proposed storm sewer within the side yards on Elm Street and Earlston Road.
- 2) Eliminate the proposed storm sewer on Earlston Road draining to the north into the existing wetland bank. This storm sewer crosses a ridgeline between watersheds.
- 3) Discharge the proposed storm sewer into the existing ditch and storm sewer system flowing south on Earlston Road. During final design V3 will verify that this system has sufficient capacity to convey the additional stormwater runoff from the proposed storm sewer.



During our field visit, we verified the ridgeline on Earlston at 41st Street and also noted that the conveyance system on the west side of Earlston Road has been recently improved. The storm sewer and overland flow path from the rear



Project Understanding & Approach

yards of 4229 – 4221 Elm Street and 4220 – 4228 Earlston Road could be directed into the existing ditch on the west side of Earlston Road as shown in Figure 3. The advantages of this approach include:

- **Cost Savings – Eliminating 600 feet of storm sewer would save the Village approximately \$180,000** as well as reduce the disturbed area, thus reducing restoration costs and disruption to the residents. As part of the drainage study, V3 will verify that the downstream conveyance system on Earlston Road had sufficient capacity to accept the discharge from the proposed storm sewer system.
- **Maintaining the Existing Drainage Pattern** – Crossing watershed boundaries and discharging the proposed storm sewer into the existing wetland bank would require approval from DuPage County. The simplified alternative shown in Figure 3 could be permitted through the Village and would not require a separate permit through DuPage County.
- **Eliminate Impacts to the Existing Wetland** – V3 designed the wetland bank north of 41st Street. We are aware that the wetland tends to be dry and that there is flooding downstream of this wetland. Increasing the flows to the wetland will require a wetland delineation and additional storage volume to offset any potential downstream impacts.

As part of our study of Site 3, V3 will also evaluate the concept found in the 2014 Stormwater Project Analysis. This alternative has the additional challenges that include:

- Crossing a watershed boundary
- Wetland impacts
- Reports of downstream flooding
- Additional infrastructure
- Utility crossings
- Increased disturbed area
- Additional resident coordination

However, if the outfall on Ogden Avenue is sensitive, discharging to the north may provide more flexibility with the large area of open space in the wetland bank. Knowing that there is flooding downstream of the wetland and the wetland tends to be too dry, we expect additional storage volume may be necessary if discharging to the north.

LPDA 101- Earlston Road to Glendenning Road

Localized Poor Drainage Area (LPDA) 101 is a low-lying area between Earlston Road and Glendenning Road, north of Ogden Avenue and south of 41st Street. During our field visit, we verified the existing drainage pattern flows to the south and east. V3's approach for LPDA 101 would involve the following:

- **Improve Drainage on Earlston Road** – Providing a stormwater conveyance system to drain the front yards on the west side of Earlston Road will reduce front yard ponding. As shown in Figure 4, there is a well-defined roadside ditch on the west side of Earlston Road, but the front yards on the east side of Earlston Road do not drain into the ditch on the east side of Earlston Road.

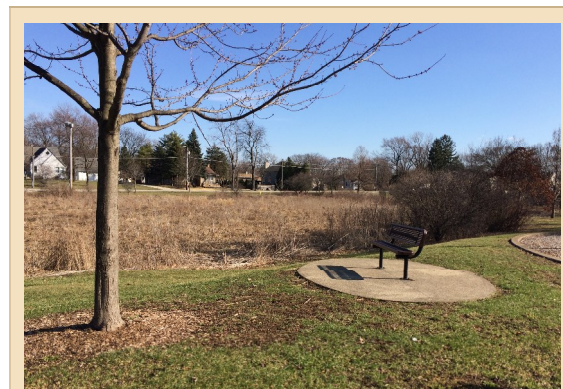


Figure 5. Existing Wetland. Discharging to the existing wetland north of the project site will be evaluated as part of the drainage study.



Project Understanding & Approach

Figure 4. Earlston Road Drainage.

During our field visit, we observed:

- 1) The west side of Earlston Road has a well-defined ditch. This ditch could be used as the outfall for the proposed conveyance system from the west.
- 2) The east side of Earlston Road has a poorly defined ditch and there is not positive drainage from the front yards into the western ditch.



1 Earlston Road west parkway



2 Earlston Road east parkway

- **Provide a Positive Overflow for LPDA 101 to Glendenning Road** – Rear yards are relatively flat without a defined conveyance system. There is an existing ditch along the south property line of 4204 Glendenning Road; however, the surrounding area is not graded to drain into the ditch and this ditch does not have a clear connection to the downstream conveyance system as shown in Figure 5.

Figure 5. LPDA 101 Drainage. During our field visit, we observed:

- 1) There is an existing ditch along the south property line at 4204 Glendenning Road. Restoring the drainage pattern to this ditch overland and/or with underground storm sewers would drain LPDA 101.
- 2) A positive outfall is needed from the ditch along the south property line of 4204 Glendenning Road.



1 Ditch from LPDA 101



2 Outfall from LPDA 101

- **Improve Stormwater Conveyance & Protect Properties from Structural Damage** – Homeowners on Earlston Road indicated that some homes have experienced structural damage from overland flow. Where the roadway drainage and overflow improvements do not meet the Village's design criteria, additional infrastructure / improvements will be proposed to protect properties from damage and bring the area into compliance with the Village's desired level of service. Alternatives to improve conveyance and protect the existing structures could include yard grading, open ditches, bio-swales/rain gardens, storm sewers, and/or floodproofing techniques.



Project Understanding & Approach

V3 recently completed a report for the Metropolitan Water Reclamation District (MWRD) that included private property improvements to reduce flooding. That research directly applies to this project. Alternatives such as raising window wells, extending sump pump discharges away from the structure, overhead sewers, and other improvements will also be included in our recommendations.

Hydrologic & Hydraulic Analysis

The hydrologic and hydraulic analysis of the existing conditions is the foundation for the design. Inaccurate or un-calibrated models could result in improperly sizing infrastructure. Our team of expert modelers will review the data from the previous studies and identify any areas of concern or potential opportunities to enhance or improve the design. We will work with the Village to identify the most appropriate methodology to evaluate the existing and proposed conditions.

We know that this Village is interested in using readily available software and a simplified approach to hydrologic and hydraulic analyses, when possible. This allows developers and property owners to view and use the data. This type of project does not typically warrant complex stormwater modeling, unless there is an existing model that can be easily updated. V3 will work with the Village to select the most appropriate modeling software based on available information and existing conditions.

Accurate Cost Estimating

As part of the drainage study, V3 will engage our professional cost estimators to develop cost-saving solutions for the project. Accurate cost estimates guide the Village's decision process as the project is being designed. Our contractor-level estimates go beyond the typical engineering estimates. Understanding the full project scope along with the site logistics and project constraints is critical to producing a quality cost estimate that can be relied upon for decision making and prioritization. **This professional estimate is a service unique to V3 that utilizes our expertise in contractor bids for earthwork and**

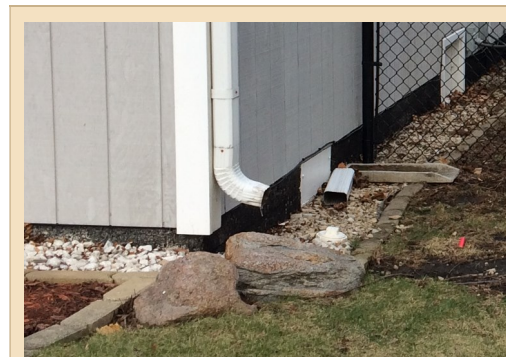


Figure 6. Disconnected Downspout on Elm Street. Disconnected downspouts should be extended away from the foundation, like this one, can lead to cycling of stormwater, overwhelming the sump pump.

V3's Team of engineers and construction professionals provide significant cost savings for our clients:

As part of our creative design and Value Engineering analysis, V3 provides cost effective and innovative solutions. Some examples include:

1. **Maple & Carpenter Street Storm Sewer Project; 2009 APWA Project of the Year – V3 Team saved the Village of Downers Grove \$700,000** by identifying an alternative storm sewer alignment for the 11 foot diameter storm sewer which carries the St. Joseph Creek. A specialty concrete structure was re-designed and re-located to avoid costly roadway impacts, improve safety and improve long term maintenance, while accomplishing the goal of the project and providing significant cost savings.
2. **Mayfair Reservoir Expansion – V3 Team saved the Village of Westchester \$550,000** by identifying a local golf course/landfill that was only 1.5 miles from the construction site and willing to accept 57,000 cubic yards of disposal material. V3 also identified significant cost savings by designing the 42 inch relief sewer within the parkway and minimizing trench backfill and haul-off.
3. **West Branch Forest Preserve Restoration – V3 Team saved DuPage County \$400,000** by identifying bypass channel construction alternatives which could be accomplished under the USACE and IDNR-OWR permit criteria, instead of the pumping, which was proposed. V3 designed a membrane lined channel to efficiently convey overflows from the West Branch DuPage River around the construction area without significant costs of running and manning a pumping operation during storm events.

Our Water Resources Engineers and Professional Cost Estimators bring a history of developing cost-saving solutions to every project.



Project Understanding & Approach

underground utilities of similar projects for accurate planning and prioritization of projects based on cost.

Grant Opportunities

Based on our experience with similar projects in DuPage County, there are a few viable grant opportunities that should be explored. There are no Repetitive Loss (RL) or Severe Repetitive Loss (SRL) properties within the project area, which would improve the likelihood of receiving a FEMA grant. However, funding opportunities through DuPage County, IEPA's 319 grant program, IEPA's revolving loan program and other funding opportunities will be investigated.

The final drainage study/report will result in a drainage report detailing V3's hydrologic and hydraulic analysis, conceptual design, budgetary cost estimates, identification of grant opportunities, summary of permit requirements.

Deliverables - All of the tasks described in the RFP scope of services will be performed. The primary deliverables include:

- One meeting with Village staff
- One meeting with residents
- PDF and two hard copies of the drainage study report, including exhibits
- Existing conditions calculations
- Proposed conditions calculations

Preliminary Plans, Pre-Final Plans, Final Engineering Plans & Specifications

Once the drainage study/report is complete and the various alternatives have been evaluated, the V3 team will develop preliminary (50%) plans and cost estimates, followed by pre-final (90%) and final plans, cost estimates and specifications. V3's approach to each of these deliverables is provided in the following paragraphs.

Preliminary Plans & Cost Estimates

During the preliminary design phase of the project, V3 will begin preparing construction documents by adding additional detail to the selected conceptual design. The topographic survey will be complete prior to preparation of the preliminary plans, which will allow the design to reflect current topography and utility information. A wetland determination will be complete during this phase of the project.

Deliverables - All of the tasks described in the RFP scope of services will be performed. The primary deliverables include:

- Topographic survey
- Wetland determination report
- Meeting with impacted property owners and stakeholders
- One pdf and two hard copies of full size, 50% design drawings

Clarifications – The following tasks are specifically excluded from V3's scope of services for Phase I:

- Wetland delineation and jurisdictional determination. It is V3's initial opinion based the National Wetland Index and DuPage County wetland maps that no wetlands exist within the project limits
- Threatened & endangered species assessment, including bat habitat assessment
- IHPA clearance

Pre-Final, Final Engineering Plans, Specifications & Cost Estimates

Once the Village has reviewed the preliminary (50%) plans and authorized V3 to proceed into pre-final engineering, we will revise the plans in accordance with the Village's comments and add the remaining design details needed for construction. Based on our understanding of this project, we have identified potential obstacles that may be encountered during final design and our solutions to address these obstacles in Table I.



Project Understanding & Approach

Table 1. V3's Solutions to Potential Final Design Obstacles. From our experience working on similar projects, V3 anticipates design obstacles and has solutions to address those obstacles before they can impact the project scope, schedule, or budget.

Potential Obstacle	V3's Solution
Utility Conflicts	<p>Accurate and Complete Survey – Improve the accuracy of the utility information in the survey by coordinating with Village staff and utility companies in advance.</p> <p>Early Coordination with Private Utilities – Engage private utility design/relocation staff early to reduce project delay times by agreeing upon utility relocations prior to preparing final engineering plans.</p>
Obtaining Required Permits	<p>Prompt Wetland Determination – Proposed disturbed areas must be identified early and the wetland determination completed during the growing season.</p> <p>Continual Permit Status Tracking – By identifying required permits early and understanding the submittal requirements and typical review times, V3 will identify critical dates to submit each permit and follow up with those agencies throughout the review process.</p>
Impacts to Adjacent Properties	<p>Resident Coordination – When working on private property, buy-in from the affected property owners is critical. V3 will work with the Village to gain support of the affected property owners.</p> <p>Watermain Quality Pipe – The conceptual design for Site 3 includes installation of storm sewer adjacent to existing homes with basements. Installing watermain quality pipe in this area is recommended by V3 to reduce seepage into these adjacent basements.</p>

The final engineering plans will incorporate the Village's standard details and other special requirements of the Village, such as storm sewer grate types, driveway approach radii, sump pump connections, etc. The construction documents will feature special provisions as required to supplement the IDOT standard specifications and the Village's boilerplate contract documents.

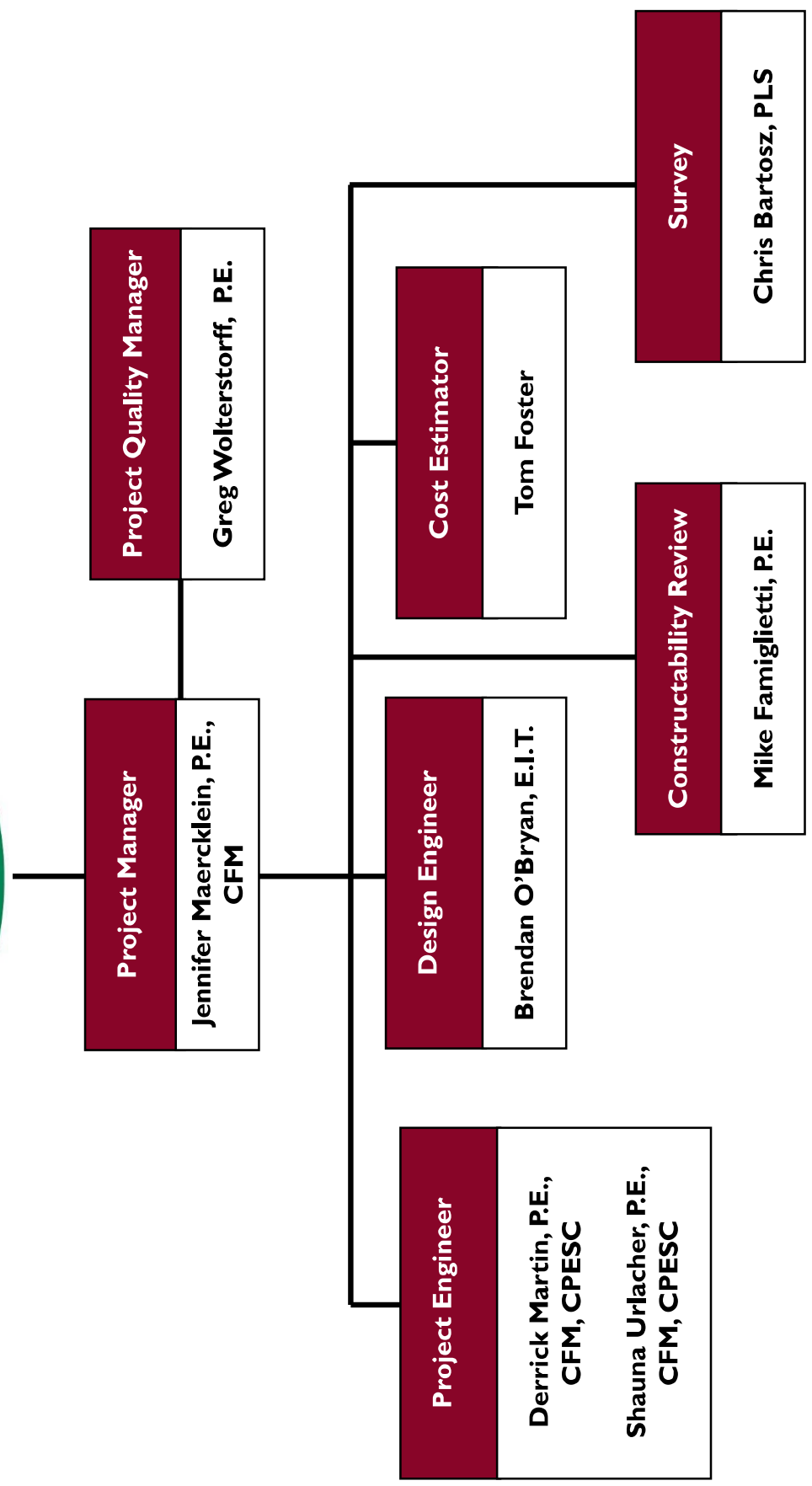
Deliverables - All of the tasks described in the RFP Scope of Services will be performed. The primary deliverables include:

- USACOE submittal
- IEPA-NPDES permit
- Village of Downers Grove Stormwater Permit
- One pdf and two hard copies of full size, pre-final and final engineering drawings
- Special provisions
- Meeting with impacted property owners and stakeholders

Clarifications – The following tasks are specifically excluded from V3's scope of services for Phase 2:

- Wetland permit submittals for USACE
- Naturalized detention basin design and monitoring and maintenance plan
- Geotechnical soil borings / pavement cores

V3 Team – Organizational Chart



Project Quality Manager
Greg Wolterstorff, P.E.

Project Manager
Jennifer Maercklein, P.E.,
CFM

Project Engineer
Derrick Martin, P.E.,
CFM, CPESC
Shauna Urlacher, P.E.,
CFM, CPESC

Design Engineer
Brendan O'Bryan, E.I.T.

Cost Estimator
Tom Foster

Constructability Review
Mike Famiglietti, P.E.

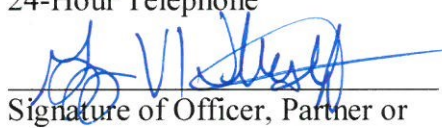
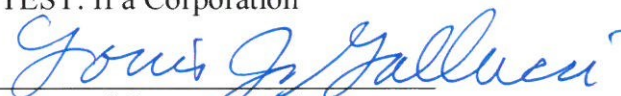
Survey
Chris Bartosz, PLS

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
V3 Companies of Illinois, Ltd.	Date: <u>March 7, 2017</u>
Company Name	<u>gwolterstorff@v3co.com</u>
7325 Janes Avenue	Email Address
Street Address of Company	<u>Greg Wolterstorff</u>
Woodridge, IL 60517	Contact Name (Print)
City, State, Zip	<u>630.936.0316</u>
630.724.9200	24-Hour Telephone
Business Phone	
630.724.9202	Signature of Officer, Partner or Sole Proprietor
Fax	<u>Gregory V. Wolterstorff, Vice President</u>
	Print Name & Title
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

 Authorized Signature

 Title

 Date

ATTEST:

 Signature of Village Clerk

 Date

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

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road



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: V3 Companies of Illinois, Ltd.
ADDRESS: 7325 Janes Avenue
CITY: Woodridge
STATE: Illinois
ZIP: 60517
PHONE: 630.724.9200 FAX: 630.724.9202
TAX ID #(TIN): 36-3252440

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

SIGNATURE: [Handwritten Signature] DATE: March 7, 2017

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

PROPOSER'S CERTIFICATION

Stormwater Engineering Services

With regard to for Site 3:Elm Street & Earlston Road, proposer V3 Companies of Illinois, Ltd. 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.
5. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

BY: Gregory V. Wolterstorff
Proposer's Authorized Agent

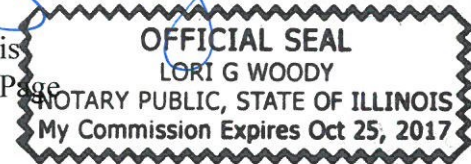
3 6 - 3 2 5 2 4 4 0

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or Social Security Number

Subscribed and sworn to before me
this 7th day of March, 2017

Notary Public
State of Illinois
County of DuPage



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

President: Robin L. Petrolje

Secretary: Louis J. Gallucci

Treasurer: Patrick R. Kennedy

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Three horizontal lines for signatures and addresses.

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

(c) Sole Proprietor

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

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

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

Insurer's Name Willis of Illinois, Inc.

Agent Moreen Kornacki

Street Address 233 South Wacker, Suite 200

City, State, Zip Code Chicago, Illinois 60606

Telephone Number 312.288.7466

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

Print Name of Company: V3 Companies of Illinois, Ltd.

Print Name and Title of Authorizing Signature: Gregory V. Wolterstorff, Vice President

Signature: 

Date: March 7, 2017

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

Apprenticeship and Training Certification

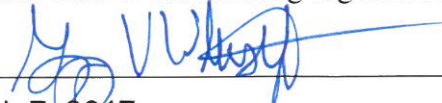
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: V3 Companies of Illinois, Ltd.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder’s forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Gregory V. Wolterstorff, Vice President

Signature: 

Date: March 7, 2017

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and
Earlston Road

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the 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: V3 Companies of Illinois, Ltd.

Address: 7325 Janes Avenue

City: Woodridge Zip Code: 60517

Telephone: (630) 724.9200 Fax Number: (630) 724.9202

E-mail Address: gwolterstorff@v3co.com

Authorized Company Signature: 

Print Signature Name: Gregory V. Wolterstorff Title of Official: Vice President

Date: March 7, 2017

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

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.

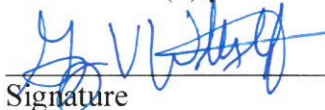
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Gregory V. Wolterstorff
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)

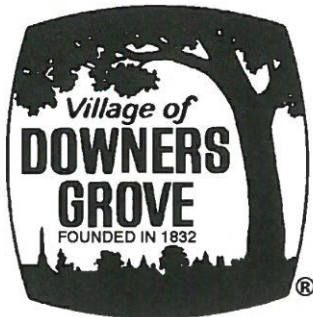
To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road



Addendum (Professional Services)

Project Name: Stormwater Management Engineering Services for Elm St and Earlston Rd between Ogden Ave and 41st St

Proposal No.: SW-080-47


Proposal Due: Monday, March 13, 2017 @ 10:00 A.M. – Public Works Facility, 5101 Walnut Avenue Downers Grove, IL 60515

Date Addendum Issued: Tuesday, March 7, 2017

Please return and sign this addendum with all other required documents as outlined in the original Request for Proposal to:

KERRY BEHR, PE, CFM
 STORMWATER ADMINISTRATOR
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5489
 FAX: 630/434-5495
www.downers.us

Name of Proposing Company: V3 Companies of Illinois, Ltd.

Signature of Proposing Company: 
 GREGORY V. WARTENSTORF

Village of Downers Grove – Stormwater Engineering Services for Site 3: Elm Street and Earlston Road

26. NOT TO EXCEED CONTRACT

26.1 The contract price is a “not-to-exceed” cost with the exception of the unit prices for 100-linear feet of right-of-way survey and additional ½ acre of private property survey. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract. The unit prices provided will be used to increase the contract value beyond the “not-to-exceed” price.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Resumes of Staff (only those persons not included in SOQ)
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown for items 1, 4, 5, and 6 (**in separate sealed envelope**).
- Unit Price for items 2 and 3 (**in same separate sealed envelope**)

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for consultant 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 should be included. Also, please identify the physical location of the project team members.

2.3 Fee Proposal

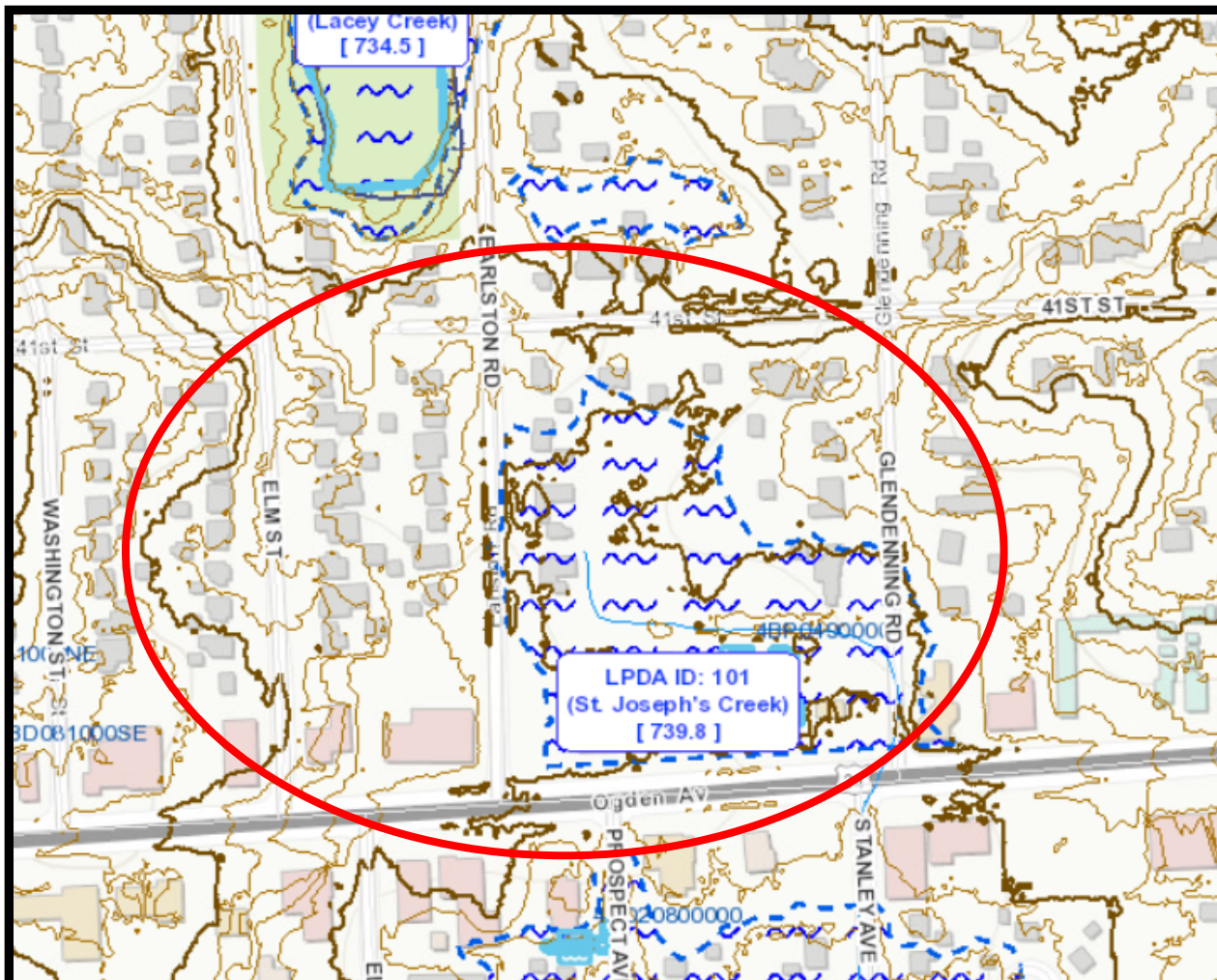
The Village of Downers Grove prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not to Exceed” cost.

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



UNITED STATES | HAITI | CANADA

V3CO.COM | 888.707.2779



Project Location Map – Elm and Earlston Project