

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
5/2/2017

SUBJECT:	SUBMITTED BY:
Engineering Services for Stormwater Local Drainage Project #11 Debolt/Linden/Gierz	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering services to Hey and Associates, Inc., of Chicago, Illinois in the amount of \$85,761.50 for stormwater local drainage project #11, Debolt/Linden/Gierz (SW-080). The amount includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY 17 Budget includes \$90,000 in the Stormwater Fund (Page 4-21, Line 18) for this project.

RECOMMENDATION

Approval on the May 2, 2017 consent agenda.

BACKGROUND

The area that includes Linden Place, from Gierz south to Prairie Avenue, was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage". Further site investigation by staff has found additional areas contribute to this drainage project and also lack "Service Level Drainage". A project location map is attached.

Runoff from Gierz Avenue, east of Linden Place, flows west to the intersection of Gierz Avenue and Linden Place. During large storm events accumulated runoff bypasses existing inlets and flows west into LPDA 104 located at the northern end of Debolt Avenue. During April 2013 this overflow caused flooding of backyards, sideyards and at least one basement. Similar drainage patterns exist along much of Linden Place, from Chicago Avenue south to Austin Street where flow is conveyed east to west and inadequate inlets and overland flow paths exist. Specific problem locations identified thus far include the intersection of Prairie Avenue and Linden, LPDA 113, and the intersection of Franklin and Linden Place. This project will also include storm sewer design to convey the "Service Level Event" on Gierz Avenue, Prairie Avenue, Wilson Street, Franklin Street, and Austin Street from Linden Place east to Douglas Road.

To address these issues staff reviewed proposals from seven (7) pre-qualified engineering firms to complete engineering and surveying services. These services include a topographic survey, drainage study and preparation of construction drawings to improve drainage.

After reviewing the proposals, Hey and Associates of Chicago, Illinois was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to Hey and Associates based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. Hey and Associates has provided professional services for the Village in the past with satisfactory results.

ATTACHMENTS

Contract Documents

Location Map

VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: May 2, 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 #11, (Debolt/Linden/Gierz) to Hey and Associates, Inc. in the amount of \$77,965 plus 10% contingency in the amount of \$7,796.50 for a total not-to-exceed \$85,761.50.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for engineering and survey services for local drainage project #11, (Debolt/Linden/Gierz) to Hey and Associates, Inc. in the amount of \$77,965 plus 10% contingency in the amount of \$7,796.50 for a total not-to-exceed \$85,761.50.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Hey and Associates, Inc.

Project Name: Stormwater Management Engineering Services for
Debolt/Linden/Gierz

Proposal No.: SW-080-17K

Proposal Due: Tuesday, April 7, 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, March 24, 2017

This document consists of 30 pages.

Return **original** 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

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

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

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

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

- I. REQUEST FOR 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.

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 **Friday, April 7, 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 DEBOLT/LINDEN/GIERZ." 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.

- 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.

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 5/1-101et. 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:

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- 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

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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.

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- 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

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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

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- 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.

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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

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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 contractor(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 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.

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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 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.)

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, 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 new 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 11, DeBolt/Linden/Gierz. The Village is now requesting topography, a drainage study, preliminary plans, final engineering plans, specifications and establishment of a benchmark for the project.

Runoff from Gierz Avenue, east of Linden Place, flows west to the intersection of Gierz Avenue and Linden Place. The intersection is un-improved (no curb and gutter). During large storm events accumulated runoff bypasses existing inlets and flows west into LPDA 104 located at the northern end of DeBolt Avenue. During April 2013 this overflow caused flooding of backyards, sideyards and at least one basement.

Similar drainage patterns exist along much of Linden Place, from Chicago Avenue south to Austin Street where flow is conveyed east to west and inadequate inlets and overland flow paths exist. Specific problem locations identified thus far include the intersection of Prairie Avenue and Linden, LPDA 113, and the intersection of Franklin and Linden Place. This project will also include storm sewer design to convey the "Service Level Event" on Gierz Avenue, Prairie Avenue, Wilson Street, Franklin Street, and Austin Street from Linden Place east to Douglas Road.

Solutions may include, but are not limited to:

- Reconstruction of portions of Linden Place (Chicago Avenue to Austin Street) with curb and gutter on west side of roadway or possibly both side of road
- Additional inlets
- Additional storm sewer/larger storm sewer
- Defining overland flow paths
- Recommending flood proofing solutions to select homeowners

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

- Modifications to sidewalk and associated grading at southwest corner of Franklin and Linden Place to re-direct overland flow.

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

1. 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, including a 100-foot overlap at all street and alley intersections (including un-improved allies).
2. Drainage study/report of existing conditions as they relate to adequate conveyance of the “Service Level Drainage Event”, conceptual plans (maximum of two alternatives) and associated cost estimates to bring the site up to the recommended level of service.
3. Preliminary plans (50%), pre-final plans (90%), final engineering plans and specifications, and cost estimates for the project area Site 1.
4. Establishment of one permanent DuPage County benchmark.
5. Price per 100-linear feet of additional right-of-way topographic survey, if required
6. Price per ½ acre for additional topographic survey on private property, if required

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 (approximately 7500 linear feet of right-of-way, 750 linear feet of un-improved allies, and 1.2 acres of private property). The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:

- Reference lines parallel to right-of-way lines. Base lines stationing 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.

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

- 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.
- 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.
- Prepare two (2) plats of easements (Village to provide easement template).

2. *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 two 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

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

one (1) possible residential meeting hosted by the Village

3. 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.

- a. Preliminary plan submittal (50%)
- b. Pre-Final Plans (90%) and Final Plans shall include, but may not be limited to:
 - 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 plans, 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.

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

- 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.
 - 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.
4. *Benchmark Establishment*
Establishment and installation of one (1) permanent benchmarks abiding by DuPage County Benchmark Protocol within the study area. Location of permanent benchmark to be determined by Village.
5. *Price per 100-linear feet of additional right-of-way topographic survey*
6. *Price per ½ acre for additional topographic survey on private property*

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

One original and one electronic copy to be in the form of a .pdf file on a CD or preferable a flash drive 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 (**in separate sealed envelope**).
- Unit Price for items 5-6 (**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.

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on April 7, 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,

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

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 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.**

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

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 July 7, 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 August 15, 2017.
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due September 8, 2017
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due September 22 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 September 22, 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

EXHIBIT A: Project Location Map



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

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

PROPOSAL

**STORMWATER MANAGEMENT
ENGINEERING SERVICES FOR
DEBOLT/LINDEN/GIERZ
PROPOSAL NO. SW-080-17K**



SUBMITTED BY
Hey and Associates, Inc.
8755 W Higgins Road, Suite 835
Chicago, Illinois 60631
773-693-9200

April 7, 2017

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

*MILWAUKEE, WISCONSIN**8755 W. HIGGINS ROAD, SUITE 835
CHICAGO, ILLINOIS 60631
PHONE (773) 693-9200**VOLO, ILLINOIS*

April 7, 2017

Kerry Behr, P.E. CFM
Stormwater Administrator
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re: Stormwater Management Engineering Services for Debolt/Linden/Gierz
Proposal No. SW-080-17K

Dear Ms. Behr,

Hey and Associates, Inc. (Hey) is pleased to submit this proposal for Stormwater Management Engineering Services for Debolt/Linden/Gierz. For over 40 years, Hey has provided state-of-the-art stormwater management and civil engineering services. Our extensive hydrologic and hydraulic modeling and drainage design experience will enable us to identify the most appropriate solutions for these project areas. The key staff proposed for this project have dedicated their careers to working on stormwater management, flood control, and water resources projects. In addition, our project team is highly skilled in the communication and presentation of proposed drainage solutions to both municipal clients as well as the public and stakeholders.

We appreciate the opportunity to propose on this project and look forward to the opportunity to continue our relationship with the Village of Downers Grove. Please do not hesitate to contact me if you require any additional information (jwickenkamp@heyassoc.com; 773-693-9200).

Sincerely,

Jeffrey A. Wickenkamp, PE, CFM, D.WRE
Vice President



COVER LETTER

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PROJECT APPROACH

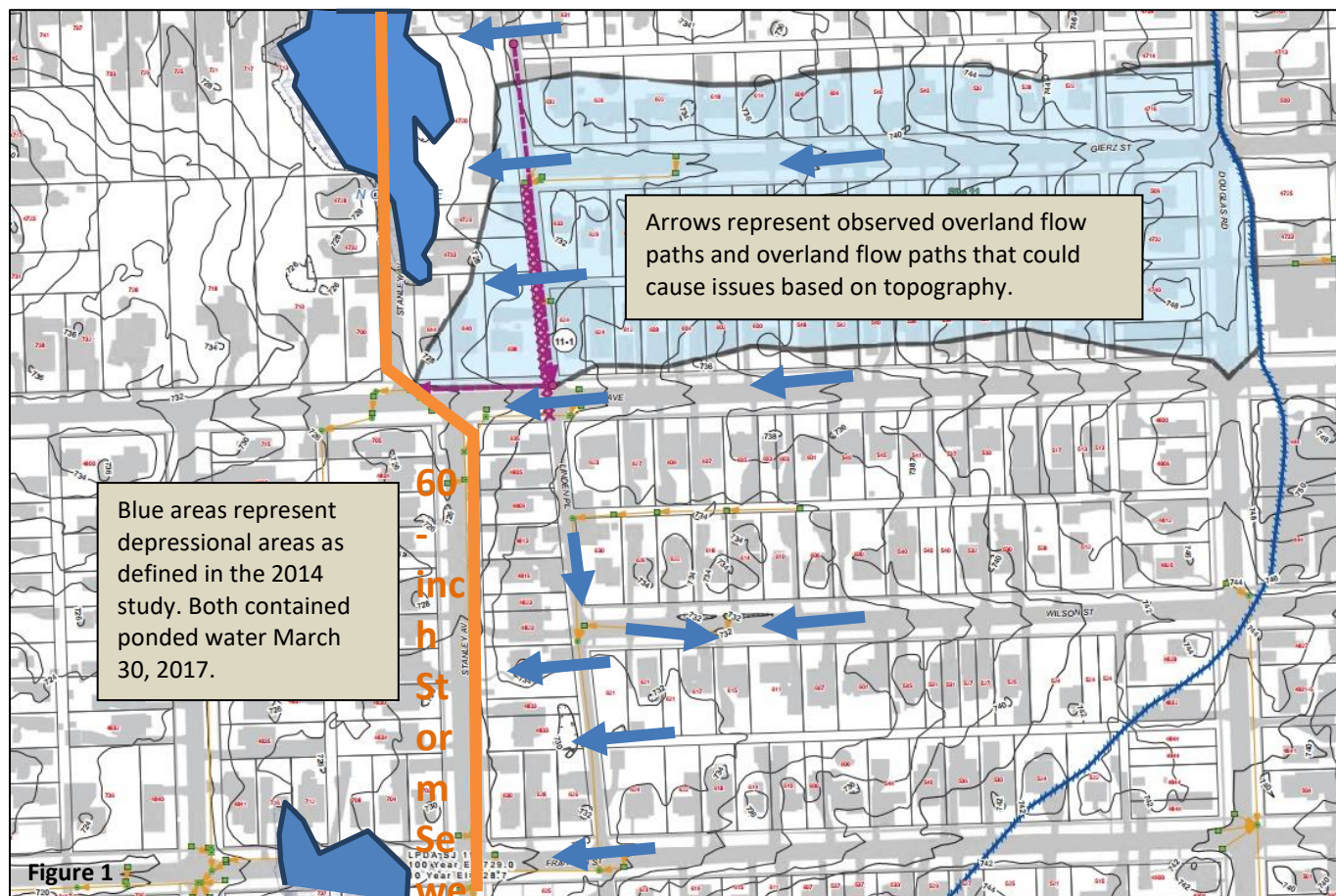
This proposal focuses on final analysis and design of one of the 21 original sites from the 2014 Stormwater Project Analysis and a new Service Level Drainage Event analysis for adjacent areas not included in the 2014 analysis. This narrative outlines the specific challenge presented by this project, critical elements of evaluation and analysis, initial design concepts, and the specific details of the scope and services/tasks to be provided.

CHALLENGE

The study phase of the project is intended to identify areas with drainage issues and then develop alternatives to provide service consistent with the Village’s Service Level Drainage Event goals:

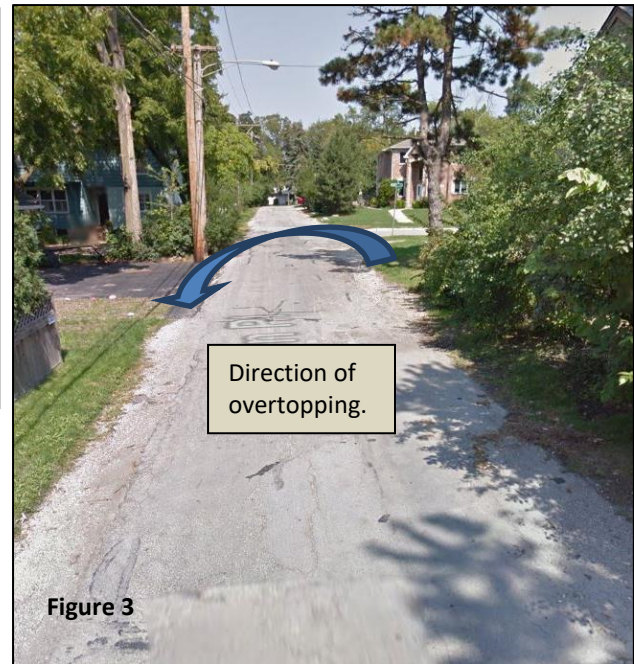
- ◆ Minimum 2-year, 6-hour event service for all new storm sewer
- ◆ Minimum 10-year, 6-hour event service for a combination of storm sewer and overland conveyance.

The site is generally located along Linden Place between Chicago Avenue and Rogers Street. It includes the streets east of Linden Place up to Douglas Boulevard. In April of 2013, flow overtopped Linden Place and drained into the depressional area north of the Debolt spur causing flooding of backyards, sideyards, and at least one basement. Our team performed a preliminary field reconnaissance of the area during the rain event of March 30, 2017. Notes on inlet function, overland flow paths, and ponded areas provided insight into the existing drainage system. Figure 1 shows overland flow paths that were observed in the field and overland flow paths that could cause issues based on topography.



VILLAGE OF DOWNERS GROVE STORMWATER MANAGEMENT ENGINEERING SERVICES FOR DEBOLT/LINDEN/GIERZ – PROPOSAL NO. SW-080-17K

Linden Place does not have curb and gutter and water from the adjacent east-west streets flows west towards Linden Place and over the street in the direction of homes and through sideyards. Figure 2 shows water on Chicago Avenue bypassing an inlet in the March 30, 2017 event. The existing inlets and/or storm sewers are not able to capture and convey stormwater from the east-west streets to the 60" storm sewer. Also, as seen in Figure 3, the Linden Place right-of-way (ROW) is confined to approximately 25 feet. One of the main challenges of this project is to capture/convey water along or under this tight corridor.



The goal of the design will be to capture water from the east-west streets and safely convey it to either the 60" storm sewer or another suitable major stormwater pathway.

EVALUATION AND ANALYSIS

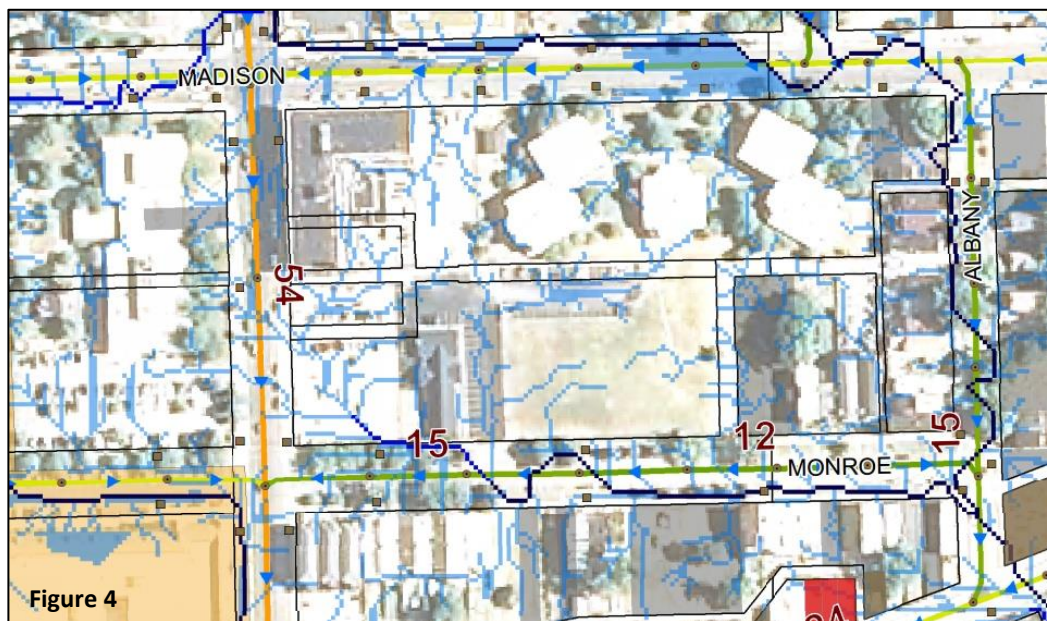
Our team will utilize existing studies and technical tools to evaluate the existing drainage system and develop cost effective alternatives. These include but are not limited to:

- ◆ 2007 Watershed Infrastructure Improvement Plan (Including SWMM model for the project area)
- ◆ 2014 Stormwater Project Analysis
- ◆ Green Streets/Sustainable Stormwater Manual
- ◆ Topography Data (LiDAR, DTM, 1-foot contours, etc.)
- ◆ XP-SWMM Program
- ◆ GIS Analysis and Exhibits – Basin Delineation and Overland Flow Path Analysis

Critical portions of the evaluation and analysis are highlighted below:

Analysis of Overland Flow Paths

Hey and Associates has used overland flow paths generated from topography as a tool to identify flood risk areas and project opportunities. Figure 4 shows a snapshot of the dataset in Chicago. Flow paths are shown in blue with darker lines representing larger tributary areas (1 acre to light blue, 2 acres to medium blue, and 5 acres to dark blue). The data provides a representation of the flow at the scale of an individual lot. This tool can be used to identify exactly where water is leaving the ROW (e.g. Linden Place) and impacting homes, which is a critical issue for this project. The data can also be used to determine ideal locations of inlets to ensure major overland flow routes have adequate drainage.



Determination of Available Capacity in the 60-inch Storm Sewer

The 2014 study proposed reconstruction of Linden Place with curb and gutter to intercept the flow coming from the streets east of Linden Place. Additionally, a proposed storm sewer draining southerly should be constructed that would ultimately flow west along Prairie Avenue and connect to the existing 60-inch diameter storm sewer. We see this as a reasonable approach and we would use the existing model to confirm capacity of the 60-inch storm sewer relative to the amount of new tributary area flow coming into the pipe. If there is adequate capacity,

we will proceed with routing stormwater to this storm sewer. If there is not adequate capacity, we will identify the best major stormwater pathway to convey water from the east-west streets to St. Joseph Creek.

Evaluation of Potential Improvements Beyond “Level of Service” Storm Events

If these streets are not performing to current village drainage standards as anticipated, capturing the flow and conveying it to the 60-inch storm sewer would provide relief to the current flooding issues. For any solution that provides the standard level of services, we will evaluate larger storm events with higher flows to ensure that there is no backflow or other unforeseen flooding caused by the stormwater improvements. XP-SWMM will allow for dynamic and robust analyses while providing confidence in the results from the proposed project.

DESIGN

Based on our evaluation, we will develop a main proposed improvement design concept and a maximum of 2 alternates. The following sections highlight ideas and concepts we developed during the proposal phase.

Reconstruction of Linden Place

Linden Place has size and site constraints that limit the potential for directing overland flow and regrading a new overland flow path:

1. Driveways tie into Linden Place on both sides of the road and there is limited ROW available for improvements.
2. Adding curb and gutter at current road grade on west side could leave gaps (i.e. depressed curb) at driveway approaches which could lead to focusing overland flows down the driveways.
3. To capture and convey water from streets to the east, a proposed solution will likely require a dual system. The appropriately sized and sited storm sewer system would bring water from streets east of Linden Place and surface topography would direct water to inlets.

Figures 5-8 demonstrate concepts for reconstructing Linden Place and creating a drainage system that has potential to achieve the project goals.

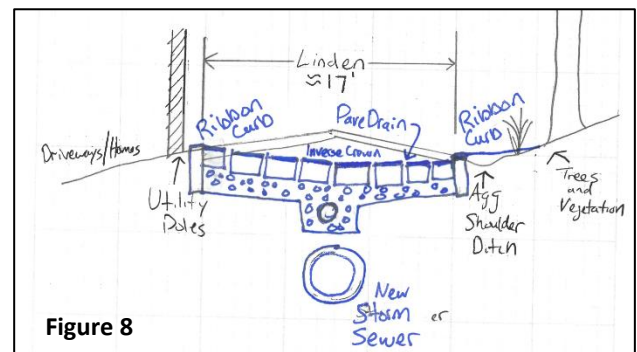
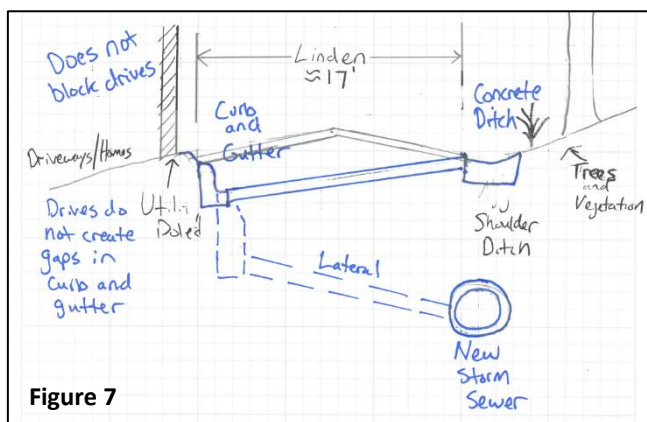
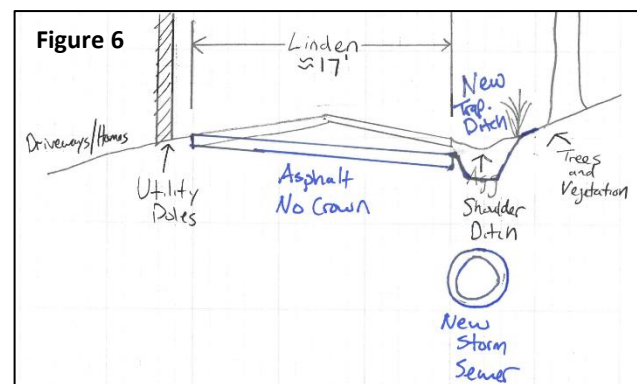
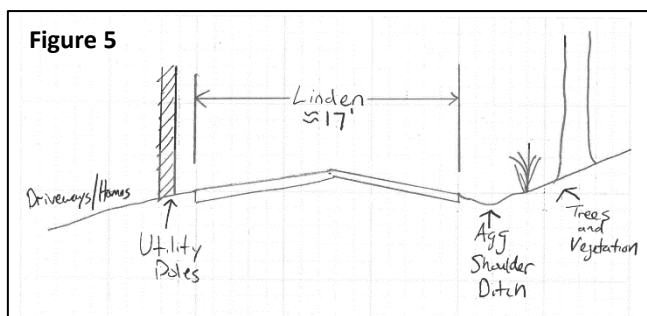


Figure 5 – Existing Condition

Figure 6 – **Potential Design 1:** Provide asphalt paving sloped towards the eastern side of Linden Place and grade a ditch to collect water from the east. The construction and maintenance will be simplified without a crown.

Figure 7 – **Potential Design 2:** Provide curb and gutter on the west side. Install a concrete ditch on east side to collect minor rainfall. The western curb and gutter collects larger storms that overtop the concrete ditch.

Figure 8 – **Potential Design 3:** Grade an inverted crown and utilize a permeable roadway surface. This concept is used by the City of Chicago as a part of their green alley's program.

Inlet Capture

One of the issues in this area is inlets are placed on running grades, leading to situations where flow passes them completely. Figure 9 shows an inlet in the project area partially blocked by debris with water flowing by uncaptured. Strategies to combat this problem include:

1. Depress inlets along roadway to allow better stormwater capture.
2. Install high capacity inlets.
3. Re-profile east-west streets to create sag points at the inlets to allow better stormwater capture. More ROW is available in these locations for the grading necessary to achieve this profile change.
4. Additional street sweeping.



Figure 9

Permeable Roadway Alternative

Many options currently exist for a permeable surface intended to capture surface water and withstand roadway loading, one that we think fits this application best is PaveDrain. Figures 10 and 11 depict components of the PaveDrain installation, maintenance, and finished product. Advantages of this system include:

1. There are no stones between individual pavers. First, this allows for greater void space on the surface and therefore more infiltration of stormwater. Second, no vacuuming and replacement of stones is needed as an annual maintenance practice.
2. Pavers can be lifted in their entirety for maintenance of subgrade.
3. Pavers withstand HS-20 loading. They will perform well with heavy vehicles traversing the road.



Figure 10



Figure 11

SCOPE OF SERVICES/TASKS

Topographic Survey: We have reviewed the survey limits provided in the RFP, along with the Village and DuPage County survey requirements. We will accomplish the survey with in-house staff, which will provide a thorough understanding of the specific site conditions in the project area. Where practicable, staff engineers will assist with survey work to enhance their understanding of localized drainage and site conditions. We often employ this approach for drainage assessments projects, and feel it provides important background for modeling tasks, concept development, and final engineering.

Drainage Study and Stormwater Report: We have reviewed the RFP, the 2014 Stormwater Project Analysis Report, and performed a field reconnaissance of the project area. We understand the goals of this task to include:

- ◆ Preparation of a drainage report identifying areas without the necessary infrastructure for the “Service Level Drainage Event”;
- ◆ Preparation of concept level plans/exhibits/cost estimates showing proposed improvements with a maximum of two alternatives;
- ◆ Identification of potential grant and funding opportunities;
- ◆ Identification of permit requirements or agency approvals, cost opinions, and pros/cons discussion;
- ◆ Attendance at one (1) Village meeting and one (1) resident meeting.

We further understand that the Village has identified several areas of particular concern:

- ◆ The unimproved intersections along Linden Place;
- ◆ The low area of Franklin Street at the intersection of Stanley Avenue;
- ◆ The low area of Debolt Avenue north of Prairie.

We will first analyze the solutions proposed by the 2014 analysis to verify their effectiveness. We will also explore other viable alternatives that were not contemplated in the 2014 analysis. We will present any resulting ideas with the Village for discussion. Designs will consider constructability given the mature nature of the area and the potential conflict with underground utilities.

Modeling results will be used to refine the improvement design, optimize the cost/level-of-service balance, and then will be used to verify that project objectives are met as the design progresses. Final design level modeling will be provided as part of the project.



VILLAGE OF DOWNERS GROVE STORMWATER MANAGEMENT ENGINEERING SERVICES FOR DEBOLT/LINDEN/GIERZ – PROPOSAL NO. SW-080-17K

Figure 12 shows the depressional area near Debolt Avenue. It should be noted that LDPA 104 drains a large area beyond the subject project boundaries and it is assumed that the scope of work only includes investigating solutions for areas east of Linden Place and south of Chicago Avenue.

Final Engineering/Plans/Specifications: Our proposed scope for these tasks will utilize the above referenced topographic survey for the site. We will use modeling results from the previous task. The project deliverables for this task will include:

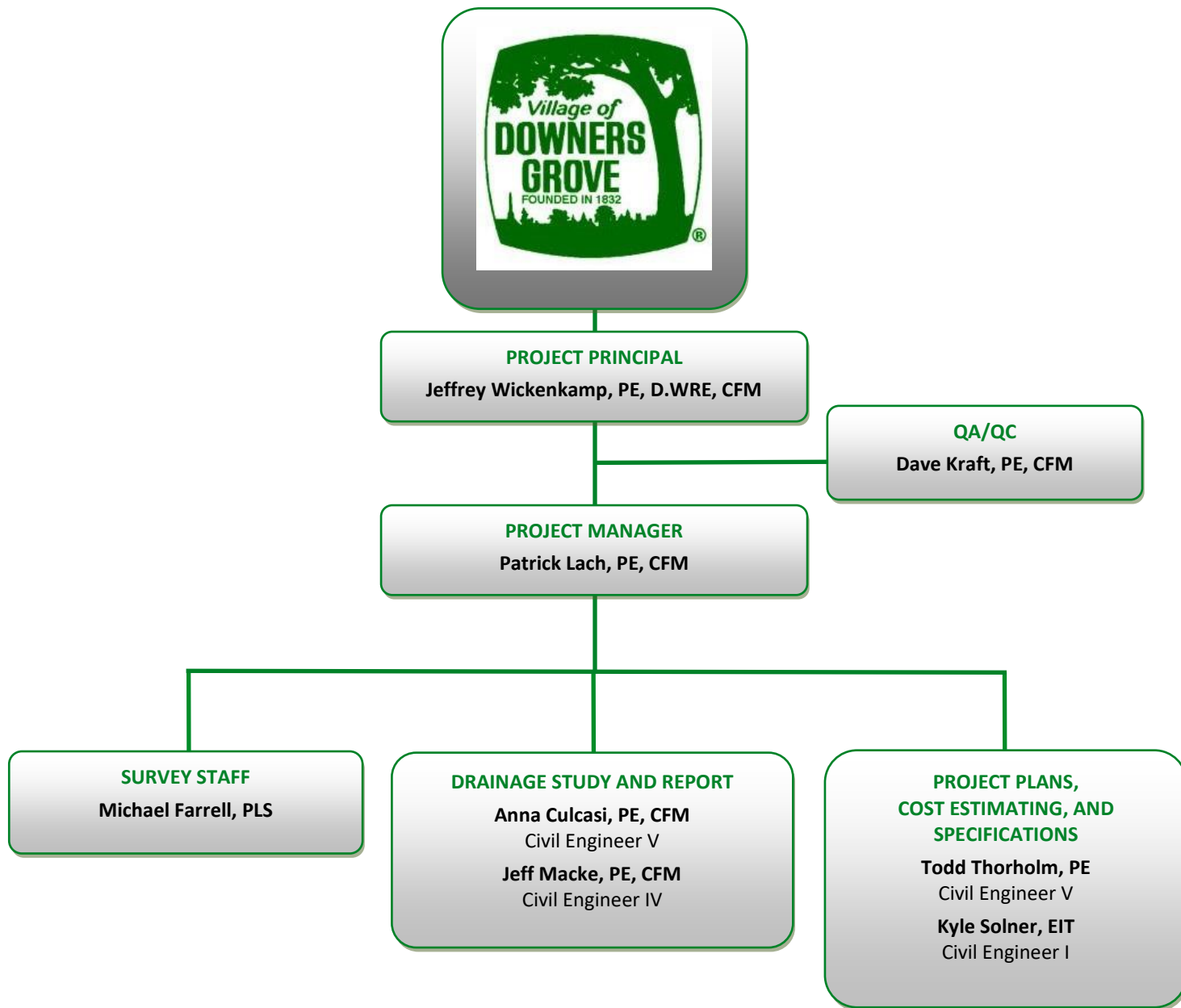
1. Plans including the information noted in the RFP provided at the 50%, 90%, and Final project milestones;
2. Cost Opinions provided at the 50%, 90%, and Final (100%) project milestones;
3. Specifications and Special Provisions as described in the RFP;
4. Permit Submittals and coordination with all applicable agencies;
5. Bidding Assistance;
6. Digital copies of all project drawings and files.

Work will begin with gathering available data including previously completed surveys, soils information, utility atlases, and County/Village one-foot topography. We will carefully review that data and will also perform a detailed reconnaissance of the project area.

Permitting Discussion: We have included adequate time in our not to exceed estimate to address anticipated permit requirements based upon our experience with these types of projects. This may include, but is not necessarily limited to: Village of Downers Grove Stormwater Permitting, DuPage County Stormwater coordination, and Illinois Environmental Protection Agency NPDES permitting. We have also included a contingency for wetland delineation and permitting, including tasks such as threatened and endangered species coordination and initial Illinois Historic Preservation Agency coordination. Based on a review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), it appears that there is no mapped FEMA floodplain within the project area, therefore floodplain requirements are not anticipated. We will include a summary of anticipated permit requirements with the 50% milestone submittal.

Benchmark Establishment: We will establish one (1) permanent benchmark meeting applicable DuPage County standards at a location to be determined by the Village.

PROJECT ORGANIZATIONAL CHART



Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

ANNA CULCASI, P.E., CFM, Civil Engineer V

EDUCATION

B.S., Civil Engineering, Michigan State University, 2004

PREVIOUS EMPLOYMENT

Water Resources Engineer, Michael Baker International, Inc., Chicago, Illinois, June 2007-February 2017

Drainage Engineer, Teng and Associates (exp), Chicago, Illinois, January 2004-June 2007

Engineering Co-op Student, Kane County Division of Transportation, St. Charles, Illinois January 2000-August 2000,
May 2001-December 2001

MAJOR PROJECTS

CPS Space to Grow – Nathan Davis School Improvements, Chicago Public Schools, Chicago, Illinois. Ms.

Culcasi is serving as a project engineer. Hey and Associates is part of a team that is designing green infrastructure to provide stormwater management improvements while transforming asphalt covered schoolyards into vibrant spaces that benefit students, the surrounding community, and the environment.

The following projects were completed while employed by Michael Baker International, Inc.

Stormwater and Floodplain Management Ordinance Update, DuPage County, Illinois. DuPage County, IL - Dept. of Environmental Concern. Ms.

Culcasi served as a team member responsible for surveying recent stormwater permit applicants; reviewing national, regional, and municipal stormwater management plans; facilitating public and stakeholder involvement, including website development and maintenance; and reviewing the updated ordinance written by the prime consultant.

Engineering Analysis of Streambank Stabilization Solutions, Cook County, Illinois. Metropolitan Water Reclamation District (MWRD) of Greater Chicago. Ms.

Culcasi served as a project engineer responsible for coordinating with sub-consultants, managing utility and GIS data, updating HEC-RAS models, performing interior drainage analysis, performing hydrology for pump station design, developing cost estimates.

Tam O'Shanter Pump Station Reconstruction, Niles, Illinois. Illinois Department of Natural Resources. Ms.

Culcasi served as project manager and lead engineer. Responsible for overseeing design plans, cost estimates, specifications, and permit applications for the Tam O'Shanter Pump Station Reconstruction in Niles, IL. A Section 404/401 permit is being prepared for this location, as well as a local permit.

Floodplain Mapping Revisions, Delaware and Floyd Counties, Iowa. Iowa Department of Natural Resources.

Ms. Culcasi served as project manager and lead engineer for this project responsible for review of the survey data, the hydrologic modeling including gage analysis and a HEC-HMS model, the hydraulic modeling including lateral weirs to account for overland flow through residential areas, a dam, canoe rapids, and calibration to high water marks. Responsible for oversight and engineering guidance for the floodplain mapping tasks and participated in public meetings to present the results of the analysis.

Letter of Map Revision, Harlan, Iowa. Iowa Department of Natural Resources. Ms. Culcasi served as project manager and lead engineer for this project responsible for review of the survey data, the hydrologic modeling including a HEC-HMS model, hydraulic modeling including lateral weirs to account for overland flow through residential areas. Responsible for oversight and engineering guidance for the floodplain mapping tasks and preparation of the LOMR package.

REGISTRATIONS

Illinois Professional Engineer, 062-061194

CERTIFICATIONS

Illinois Certified Floodplain Manager, IL-08-00385

PRESENTATIONS AND PUBLICATIONS (authored and co-authored)

Progressive Stormwater Programs Across the Nation. IAFSM Conference, Tinley Park, IL 2010.

2D Thinking with 1D Models: An Overview of Delaware County, IA Hydraulic Modeling and the Resulting Floodplain. IAFSM Conference, Normal, IL 2013.

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

JEFFREY W. MACKE, P.E., CFM, Civil Engineer IV

EDUCATION

B.S., Civil Engineering, Valparaiso University, 2009

PREVIOUS EMPLOYMENT

Project Engineer, Engineering Resource Associates, Warrenville, Illinois, 2014 – August 2016

Staff Engineer, Patrick Engineering, Chicago, Illinois, 2009 - 2014

MAJOR PROJECTS

Village of Niles Stormwater Master Plan Update – Village of Niles, Cook County, Illinois. Serving as project engineer for the update to the 2012 Village of Niles stormwater master plan to comply with current regulations and re-prioritize stormwater capital improvement projects. Work included updating XP-SWMMM models to represent current conditions, including the addition of stormwater projects completed to date. Remaining problem areas were indexed and rated based on problem severity. Projects that were identified in the 2012 study that have not been completed were compiled alongside new projects for areas without a potential stormwater improvement project. Projects were divided into priority groups based on the input of the stormwater commission and the feedback given to the village by residents in the time since the original study's inception in 2010.

Chicago Resilient Corridors Design - Chicago Department of Planning and Development, Humboldt Park, East Garfield Park, North Lawndale, Chicago, Illinois. As a part of the department of planning's substantial infrastructure investment program in distressed neighborhoods on the city's west side, Hey and Associates is part of a team tasked with designing green infrastructure facilities on vacant lots to relieve neighborhood flooding. Currently serving as project engineer. Responsible for identifying flood prone areas and developing designs for 10-20 vacant lots that will relieve flooding for nearby homes. Project will be designed and built this year.

Addison Creek Channel Improvement Final Engineering Design – Metropolitan Water Reclamation District of Greater Chicago, Cook County, Illinois. Serving as project engineer for the final design of channel improvements along Addison Creek in western Cook County. Once completed, over 1,000 homes will be removed from the floodplain due to the increase in conveyance within the channel and storage provided by the new reservoir. Work includes the preparation of final engineering plans and specifications for two sections of the creek improvements.

The following projects were completed while employed by ERA, Inc.

Drainage Study 5 Locations, Village of Glencoe, Cook County, Illinois. Served as project engineer for drainage study of five flood-prone areas within the Village of Glencoe, Illinois. Flooding was caused by undersized storm sewer networks that were designed for smaller frequency storms and lack of clear and well graded overland flow paths. Work included modeling of existing flooding conditions, proposing 10-year and 100-year flood protection solutions, creating cost opinions, and documenting findings in a final report and presentation for village approval. XP SWMM 2D software utilized to model overland flow paths. Exhibits created with output from XP SWMM 2D program to map inundation areas.

Lyman Woods Satellite Building and Path Final Design - Downers Grove Park District, Downers Grove, DuPage County, Illinois. Lead project engineer for final design of site work around new maintenance building at the Lyman Woods & William F. Sherman, Jr. Interpretive Center. Final construction documents were produced for the site which included a paved path along the building and a series of small bio-swales designed to meet DuPage County stormwater requirements.

Woodridge Horizon Senior Living Final Design - Alden Design, Woodridge, DuPage County, Illinois. Project engineer for final design of site for four-story senior living center. Work included design of parking lots, BMP stormwater management facilities, utilities, and grading. DuPage County Stormwater, IEPA water main and sanitary, and NDPES permits submitted and approved for construction.

REGISTRATIONS

Illinois Professional Engineer, 062-066154

CERTIFICATIONS

Illinois Certified Floodplain Manager, IL-11-00598

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

KYLE S. SOLNER, E.I.T., Civil Engineer I

EDUCATION

B.S., Civil and Environmental Engineering, University of Illinois at Urbana-Champaign, 2016

A.S., Engineering Science, College of Lake County, 2013

PREVIOUS EMPLOYMENT

Environmental Engineering Intern, CDM Smith, Chicago, Illinois, June 2015-August 2015

MAJOR PROJECTS

CPS Space to Grow – Nathan Davis School Improvements, Chicago Public Schools, Chicago, Illinois. Mr.

Solner is serving as a project engineer using AutoCAD to create final engineering plans documents including plan and profile sheets for stormwater infrastructure. Hey and Associates is part of a team that is designing green infrastructure to provide stormwater management improvements while transforming asphalt covered schoolyards into vibrant spaces that benefit students, the surrounding community, and the environment.

Addison Creek Channel Improvements Final Engineering Design– Metropolitan Water Reclamation District of

Greater Chicago. Currently performing design tasks on a project team tasked with designing stream channel improvements to mitigate overbank flood damages along Addison Creek. Work includes utilizing AutoCAD Civil3D to facilitate engineering design and to develop final engineering plans. He is building the Civil3D corridor using custom assemblies in order to generate final design cross sections and plan and profile sheets. Coordinating design items directly with stakeholders including site visits and project coordination meetings.

Willow Pond Construction Plans – Champaign County Forest Preserve District. Completed construction plans including plan and profile sheets and prepared an opinion of probable cost for the installation of clay liner for Willow Pond in Champaign County. Designed pipe culverts to discharge water from the pond and prevent overtopping for a range of storm events.

Campanelli Park Site Improvements – Schaumburg Park District. Performed topographic survey and developed permit-level plans for the replacement of two 20-foot pedestrian bridges and stabilization of their associated streams. Worked to obtain Village of Schaumburg permit and a Letter of No Objection from U.S. Army Corps of Engineers.

Atcher Park Bridge Replacement – Schaumburg Park District. Performed topographic survey and developed permit-level plans for the replacement of a 40-foot pedestrian bridge over the West Branch DuPage River. Worked to obtain permits from U.S. Army Corps of Engineers, Illinois Department of Natural Resources-Office of Water Resources, North Cook County Soil and Water Conservation District, Village of Hanover Park, and DuPage County per their Stormwater and Floodplain Ordinance.

Municipal Center Woodland Restoration Project – Village of Schaumburg. Developed preliminary plans and prepared an opinion of probable cost for the enhancement of 6.5 acres of woodlands and erosion control along a 1,000-foot reach of Salt Creek West Branch Tributary 5, located on the Village's Municipal Center grounds.

Happ Road Bridge Replacement Supplemental Drainage Design and USACE Permitting – Cook County Department of Transportation and Highways. Worked to obtain permits from Illinois Department of Natural Resources-Office of Water Resources, North Cook County Soil and Water Conservation District, and U.S. Army Corps of Engineers. Also coordinated with Village of Wilmette to obtain a Watershed Management Permit from the Metropolitan Water Reclamation District of Greater Chicago.

Elmhurst Police Department Rain Garden – City of Elmhurst. Completed bid set plans for the installation of a rain garden on Elmhurst Police Station grounds.

156th Street Watershed Management Ordinance Permit – Cook County Department of Transportation and Highways. Worked to obtain a Watershed Management Permit from the Metropolitan Water Reclamation District of Greater Chicago for the 156th Street reconstruction and drainage project from Commercial Avenue to Halsted Street.

REGISTRATIONS

Illinois Engineer-In-Training, 061-039287

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

TODD C. THORHOLM, P.E., Civil Engineer V

EDUCATION

B.S., Civil Engineering, Iowa State University, 1995

PREVIOUS EMPLOYMENT

Senior Project Engineer, Zimmer Consultants, Ltd., Oakbrook, Illinois, March 2011 – October 2013

Project Manager, Greengard, Inc., Lincolnshire, Illinois, January 2006 – January 2009

Project Manager, Manhard Consulting, Ltd., Vernon Hills, Illinois, November 1996 – January 2006

Civil Engineer, Johnson, Johnson, & Roy, Chicago, Illinois, July 1995 - September 1996

Summer Intern, Illinois Department of Transportation, Schaumburg, Illinois, May 1994 – August 1994

MAJOR PROJECTS

Addison Creek Channel Improvements Final Engineering Design– Metropolitan Water Reclamation District of Greater Chicago. Design engineer for utility and roadway relocation for channel widening and improvement project. Use of AutoCAD Civil3D for roadways, new channel alignments, profiles and surfaces. Design of custom subassemblies using Subassembly Composer for channel cross sections including gabions and soldier pile walls. Use of the pipe network component of Civil 3d for storm sewer and sanitary sewer design and relocation. Design of inverted siphons for sanitary and storm sewer channel crossings. Use of the pressure network component within Civil3D for water main relocation and lowering under the expanded channel. Coordination of soldier pile wall elevations with structural engineer. Meet with jurisdictions along the path of channel improvements to coordinate channel and utility design.

Regency Square Phase 2 Regency Parkway Extension – Huntley, Illinois. Designed a roadway extension for proposed business park. Duties included roadway grading and earthwork with the use of AutoCAD Civil3D, storm sewer design, extension of a water main, soil erosion and sediment control, and coordination with sub-consultants for street lighting design and structural design of a detention basin outlet control structure.

Village of Niles Tier 1 Final Engineering Design, Village of Niles, Illinois. Plan preparation for the development of final engineering solutions to mitigate flood damages in separate and combined sewer areas in the Village of Niles. Plans included storm sewer separation from combined sewers and flood storage. Duties include preparing demolition plans, restoration plans, pavement rehabilitation, design of sidewalk and ramps to ADA requirements, utility relocation, detour plans and staging, quantity take-offs, cost estimation, and preparation of project specifications.

Niles Oak Park Bioswale and Permeable Pavement Final Engineering Design, Village of Niles, Illinois. Designed and prepared plans for a proposed bioswale within a parkway and removal of parking lot asphalt pavement and replacement with Spancrete Replenish permeable pavement. The project is located at Lee Street and Ottawa Avenue in Niles, Illinois. The bioswale and permeable pavement included underdrains which connected to existing combined sewers. Prepared project specifications and expedited approval from the MWRD for sewer permit and a grant which funded a portion of the project.

Niles Tier 3 Storm Sewer Improvements Design, Village of Niles, Illinois. Preparation of plans and construction specifications for small storm sewer projects in Niles, Illinois. The projects were designed to improve flooding in some areas by installing overflow storm and combined sewers. The projects were located at Kedzie Street west of Milwaukee Avenue and at Washington Street south of Ballard Road in Niles, Illinois.

Space to Grow: George Leland Elementary and Morrill Elementary – Chicago Public Schools, Chicago, Illinois. Site engineer for the renovation of two elementary school campuses for Chicago Public Schools. Projects featured new active play areas including play structures, play mounds, basketball courts, and an artificial turf field, as well as outdoor classrooms and learning gardens. Inclusion of green infrastructure such as rain gardens, native landscape materials, downspout disconnections, and permeable pavement was also a major component of these projects. Work included site planning, detailed design, construction document preparation, and construction phase services.

REGISTRATIONS

Illinois Professional Engineer, 062-054239

PROPOSED SCHEDULE

The project will be completed over an 8-month period. Based on the time needed to review data, present interim results, allow for adequate review time and make the necessary adjustments, we believe this is an appropriate time frame for the nature of this project. The project milestones provided in the RFP are included below. The completion dates for each phase are as follows:

<u>Phase</u>	<u>Completion Date</u>
Topographic Survey	June 1, 2017
Drainage Study/Report	July 7, 2017
50% Engineering Plans/Specifications	August 15, 2017
90% Engineering Plans/Specifications	September 8, 2017
100% Engineering Plans/Specifications	September 22, 2017
Benchmarks	By September 22, 2017

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

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:

Hey and Associates, Inc.
Company Name

Date: March 31, 2017

26575 W Commerce Drive, Suite 601
Street Address of Company

volo@heyassoc.com
Email Address


Volo, IL 60073
City, State, Zip

Patrick Lach
Contact Name (Print)

847-740-0888
Business Phone

(630)319-1122
24-Hour Telephone

847-740-2888
Fax


Signature of Officer, Partner or Sole Proprietor

Thomas L. Polzin, President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Hey and Associates, Inc.
 ADDRESS: 26575 W Commerce Drive, Suite 601
 CITY: Volo
 STATE: Illinois
 ZIP: 60073
 PHONE: 847-740-0888 FAX: 847-740-2888
 TAX ID #(TIN): 36-4183789

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- 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 31, 2017

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

PROPOSER'S CERTIFICATION

With regard to Stormwater Engineering Services, Site 11
- Debolt/Linden/Gierz, proposer Hey and Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.
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, Site 11 – Debolt/Linden/Gierz

BY: [Signature]
Proposer's Authorized Agent

3 6 - 4 1 8 3 7 8 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 31 day of March 2017

[Signature]
Notary Public



(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 _____, and the full names of its Officers are as follows:

President: Thomas L Polzin

Secretary: Vincent J Mosca

Treasurer: Jeffrey A Wickenkamp

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the state of _____.

(c) **Sole Proprietor**

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

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 Secura / Hartford / Continental

Agent Suburban Insurance Consultant / Suburban Insurance Consultant / Risk Strategies Company

Street Address 2170 Point Blvd Suite #600 / 2170 Point Blvd Suite #600 / 650 Dundee Road, Suite 170

City, State, Zip Code Elgin, IL 60123 / Elgin, IL 60123 / Northbrook, IL 60062

Telephone Number 847-870-7100 / 847-870-7100 / 847-412-1414

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

Print Name of Company: Hey and Associates, Inc.

Print Name and Title of Authorizing Signature: Thomas L. Polzin, President

Signature: 

Date: March 31, 2017

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

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: Hey and Associates, Inc.

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.**

N/A

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: Thomas L Polzin

Signature: 

Date: March 31, 2017

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

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: Hey and Associates, Inc.

Address: 26575 W Commerce Drive, Suite 601

City: Volo Zip Code: 60073

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

E-mail Address: volo@heyassoc.com

Authorized Company Signature: 

Print Signature Name: Thomas L Polzin Title of Official: President

Date: March 31, 2017

Village of Downers Grove – Stormwater Engineering Services, Site 11 – Debolt/Linden/Gierz

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.

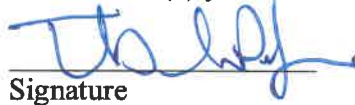
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Thomas L Polzin
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

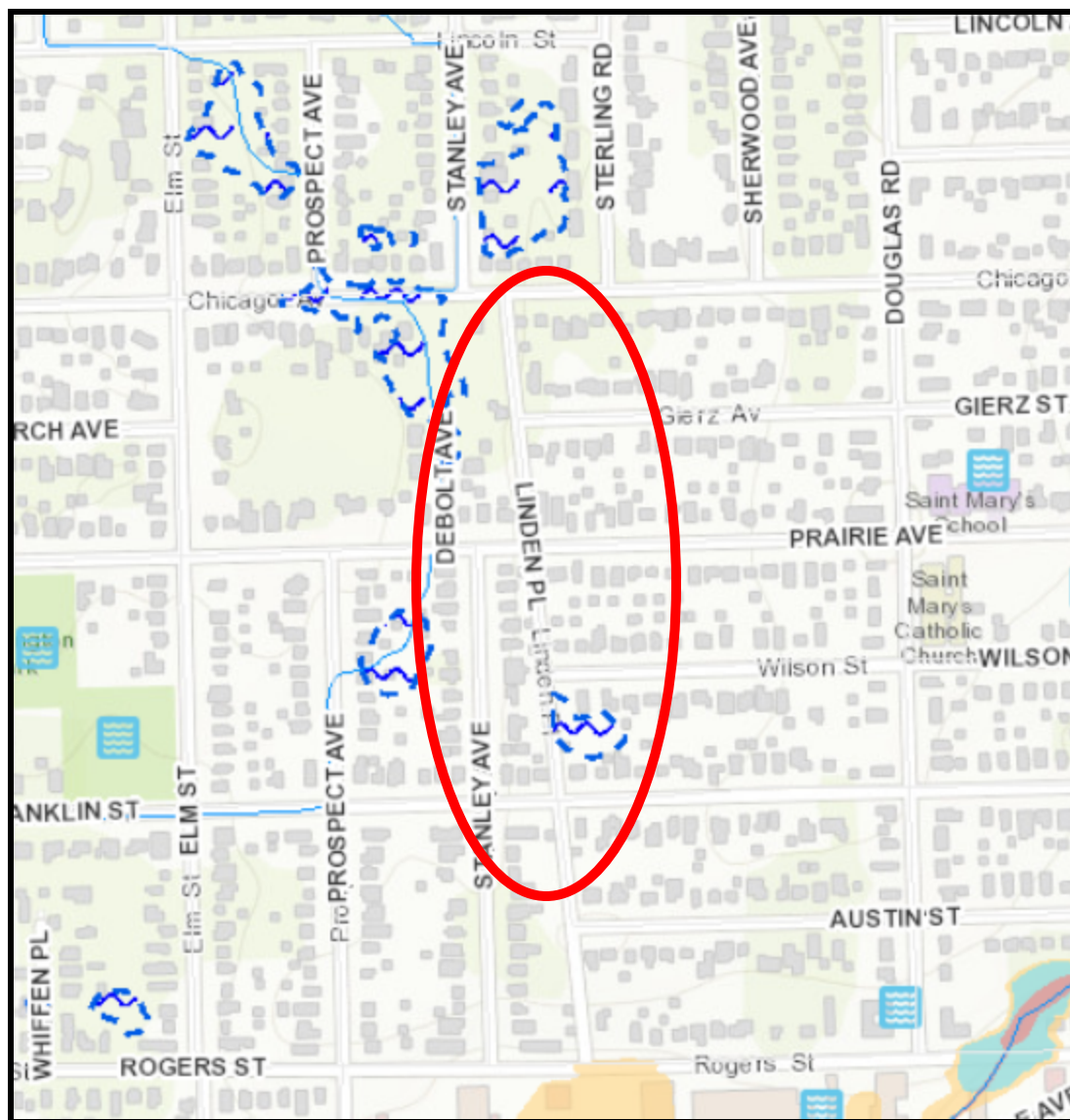
APPENDIX B - PROPOSED COST

Proposed costs were developed for all tasks including a breakdown of hours by staff member or position, hourly rates, and reimbursable expenses. The proposed fee table is shown on the following page. The total proposed fee for the project is \$76,995. This includes 669 hours with an average hourly rate of \$113.58 (excludes \$970 of direct fees in computation).

Hey and Associates, Inc.

Village of Downers Grove, Illinois
 Stormwater Management Engineering Services Debolt/Linden/Gierz
 Proposal No. SW-080-17K

Phase	Description	Hey and Associates, Inc.									Total Hours	Labor	Direct Costs	Totals	
		Project Principal Wickenkamp \$195	Project Manager Lach \$160	QA/QC Kraft \$160	Surveyor Farrell \$105	Civil Engineer V Culcasi \$135	Civil Engineer V Thorholm \$135	Civil Engineer IV Macke \$125	Civil Engineer I Solner \$95	Survey Tech \$45					
1	Topographic Survey														\$ 15,520
1A	Field Survey		1		80					64	145	\$ 11,440	\$ 100	\$ 11,540	
1B	Develop Topographic Survey in AutoCAD Civil3D		1						40		41	\$ 3,960	\$ 20	\$ 3,980	
2	Drainage Study/Report														\$ 23,370
2A	Update XP-SWMM model		2							24	26	\$ 3,320		\$ 3,320	
2B	Develop and model 2 alternatives to accommodate Service Level Drainage Event	1	4	2		8				16	31	\$ 4,235		\$ 4,235	
2C	Develop conceptual plans and costs	1	8	3		4	8			32	56	\$ 6,615	\$ 250	\$ 6,865	
2D	Identify potential grant opportunities	1				4					5	\$ 735		\$ 735	
2E	Identify permit or agency approvals		1							4	5	\$ 660		\$ 660	
2F	Draft Report	1	2	1		12				6	22	\$ 3,045	\$ 25	\$ 3,070	
2G	Meeting with Village Staff		3			3				3	9	\$ 1,260	\$ 25	\$ 1,285	
2H	Meeting with Residents		3			3				3	9	\$ 1,260	\$ 25	\$ 1,285	
2I	Final Report	1	1	1		6				2	14	\$ 1,890	\$ 25	\$ 1,915	
3	Plans/Specifications/Cost														\$ 36,005
3A	Plans (50%, 90%, Final)	2	24	6		20	54	20	54		180	\$ 22,810		\$ 22,810	
3B	Specs/Cost Estimate	1	4	3		16	24		8		56	\$ 7,475		\$ 7,475	
3D	Permit Submittals		2			4		16	4		26	\$ 3,240		\$ 3,240	
3E	Bidding Assistance		4				8		8		20	\$ 2,480		\$ 2,480	
4	Benchmark Establishment														\$ 2,060
4A	Benchmark Establishment (assume 1)				8						24	\$ 1,560	\$ 500	\$ 2,060	
	Totals:	8	60	16	88	80	94	95	148	80	669	\$ 75,985	\$ 970	\$ 76,955	\$ 76,955
5	100-Linear Feet of Additional ROW Topographic Survey														\$ 150.00
6	0.5 Acre of Additional Topographic Survey on Private Property														\$ 600.00



Project Location Map – Debolt/Linden/Gierz