

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting

11/21/2017

SUBJECT:	SUBMITTED BY:
Award of Contract for Engineering Design Services for Stormwater Local Drainage Projects	Nan Newlon Director of Public Works

SYNOPSIS

Resolutions have been prepared to award contracts for stormwater management engineering services for stormwater local drainage projects for a total of \$110,132 to:

- Hey and Associates, Inc, of Chicago, Illinois in the amount of \$35,805 for local drainage area #2, Downers and 40th Street (Burlington Highlands),
- Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois in the amount of \$47,872 for local drainage area #10, Forest Avenue, south of Prairie Avenue, and
- Robinson Engineering, Ltd. of Itasca, Illinois in the amount of \$26,455 for local drainage area #16, Hobson Triangle.

Each of these amounts includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY17 Budget includes \$240,000 from the Stormwater Fund (Page 4-29, Line 18) for these projects.

RECOMMENDATION

Approval on the November 21, 2017 consent agenda.

BACKGROUND

Local Drainage Area # 2

The area north of Ogden near Downers Drive and 40th Street (Burlington Highlands) was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage." The area is a relatively large watershed with a number of problem areas. This area contains eight (8) LPDAs and little stormwater infrastructure. In the April 2013 flood, at least nine homes reported flooding, as well as substantial street flooding. In addition, water ponds in the streets and LPDAs on a regular basis.

Local Drainage Area #10

The area south of Prairie between Forest and Prince was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage." Currently, the only storm sewer on Forest is located at the low area and is connected through LPDA SJ71 to Prince. The existing pipe does not provide sufficient capacity and is routed through private property.

Local Drainage Area #16

The area bounded generally by Hobson, Belmont, and 63rd was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage." This area has a relatively steep grade to a low point on Puffer. In addition, many homes are still on septic and this areas seems to have a high water table.

Area maps for each Project are attached. Staff received between six (6) and eight (8) proposals for each of the projects from pre-qualified engineering firms. The services include preparation of a drainage study of existing conditions related to the "Service Level Drainage Event," conceptual plans (maximum of three alternatives), and associated cost estimates to bring the site up to the recommended level of service for both Area #2 and Area #16. Area #10 includes the Drainage Study and associated final engineering plans and specifications. After reviewing the proposals, each was identified as the firm that best meets the needs of the Village for each project. Village staff recommends award of these contracts for professional services based on each firm's understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. Each firm has provided professional services for the Village in the past with satisfactory results.

ATTACHMENTS

Contract Documents

Location Maps

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: November 21, 2017
(Name)

RECOMMENDATION FROM: _____ FILE REF: SW-080-17J
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for stormwater management engineering services for local drainage project #10 (Forest, south of Prairie) to Christopher B. Burke Engineering, Ltd. in the amount of \$43,520 plus 10% contingency in the amount of \$4,352 for a total not-to-exceed \$47,872.00.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for stormwater management engineering services for local drainage project #10 (Forest, south of Prairie) to Christopher B. Burke Engineering, Ltd. in the amount of \$43,520 plus 10% contingency in the amount of \$4,352 for a total not-to-exceed \$47,872.00.

RECORD OF ACTION TAKEN:

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
Forest and Prince – Area 10



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Stormwater Management Engineering Services for South of
Prairie between Forest and Prince – Area 10

Proposal No.: SW-080-17J

Proposal Due: Monday, November 13, 2017 @ 11:00 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: Wednesday, November 1, 2017

This document consists of 30 pages.

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

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

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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.

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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 10 (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 **the time and date set forth on Page 1 of this RFP.**
- 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 Proposals shall be sent to the Village of Downers Grove, as indicated on Page 1 of this RFP, in a sealed envelope marked with the name of the project, as well as the 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.

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- 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.

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

27. SEVERABILITY OF INVALID PROVISIONS

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

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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 Avenue
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.)

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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 project(s) 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 2014 Stormwater Project Analysis, the Village set a goal to provide a minimum uniform standard level of service of Drainage Infrastructure to all properties within the Village. The “Service Level Drainage Event” will provide capacity for over 95% of the rainfall events that occur on average in a given year. The Service Level Drainage Events are based on the 6-hour duration rainfalls of a 2-year and 10-year return frequency. The 2-year, 6 hour event is to be served by storm sewers. The 10-year, 6 hour event is to be served by a combination of storm sewers and overflow swales or ditches. The full report with details can be found at:

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

One of the projects identified in the 2014 Stormwater Project Analysis is Site 10, south of Prairie Avenue, between Forest Avenue and Prince Street.

LPDA SJ71 is located in this area and flooded in the April 2013 event. This series of closed depressions is drained by an existing storm sewer system of questionable existing condition. In the April event the Village received numerous reports of basement flooding, back yard flooding, loss of landscaping, street flooding, and the flooding of a garage.

One of the problems is runoff collects in a low area on Forest and drains to the depressional area in backyards between Prince and Forest (LPDA SJ71). In addition, runoff from the east causes flooding and erosion for the properties on the east side of Forest Avenue. Forest Avenue lacks stormwater infrastructure. The existing stormwater infrastructure is primarily located on Prince Street and further south and west.

Solutions may include, but are not limited to:

- A new storm sewer to collect runoff from the sag in Forest Avenue. The preferred solution would be to construct storm sewer within the ROW to convey runoff to the 21” RCP on Saratoga Avenue, south of Franklin Street.
- Construct/replace storm sewer on private property from Forest to Prince. The compensatory storage on 4819 Prince must be maintained.
- Capture and re-route runoff from the upstream portion of the drainage area.
- Design should also consider the need for a swale/storm sewer through private yards to collect runoff from the school parking lot on Main Street, east of 4823 Forest Avenue, as identified in the 2014 report.
- Identify any system upgrades downstream or storage/detention required

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

- Additional storm sewer and/or inlets in rear yard and in street.
- Flood-proofing recommendations for select residents.

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.
2. Drainage study/report of existing conditions as they relate to adequate conveyance of the “Service Level Drainage Event”, conceptual plans (maximum of three alternatives) and associated cost estimates to bring the site up to the Village level of service.
3. Preliminary plans (50%), pre-final plans (90%), final engineering plans and specifications, and cost estimates for the project area 10.

1.3 Scope and Schedule

1.3.1 Topographic Survey

A topographic survey of the project limits as defined on Exhibit A. There is an estimated 1,700 linear feet of roadway/right-of-way survey required and approximately 1.0 acres of private yard survey.

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

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

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

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.
- 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.
- Identify/locate all utilities within the rights-of-way

1.3.2 *Drainage Study/Report/Conceptual Plans*

Desired activities shall include:

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

1.3.3 *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

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

performed by an Illinois-licensed surveyor and shall be prepared per the requirements above.

- a. Preliminary plan submittal (50%)
- b. Pre-Final Plans (90%) and Final Plans shall include, as appropriate, 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. IEPA, IDOT, DuPage County Stormwater Management, VODG, 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.
- 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

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
Forest and Prince – Area 10

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.

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 Team
- Resumes of Staff (**only those persons not included in SOQ**)
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown (**in separate sealed envelope**).

The proposals shall be succinct, and directly relevant to this project. **Maximum number of pages for consultant generated proposal shall be approximately 10 single sided or 5 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 the time and date set forth on Page 1 of this RFP**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

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

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

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
Forest and Prince – Area 10

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, conceptual plans, constructible plans, specifications, special provisions, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. The cost estimates shall be in Microsoft Excel format. Specifications shall be in Microsoft Word format.

3.2 Deliverables schedule

Topographic Survey

- To be coordinated with schedule of stormwater report and final designs below.

Final Design for area 10:

- Five (5) 1-hour project coordination meetings at Public Works including kick off meeting, review of conceptual plans, and progress meetings at 50%, 90% and 100% submittals.
- One (1) hard copy and (1) electronic copy of conceptual plans and Engineer's Opinion of Probable Cost (EOPC) due February 2, 2018
- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due March 2, 2018
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due April 6, 2018
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due April 27, 2018

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
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- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.

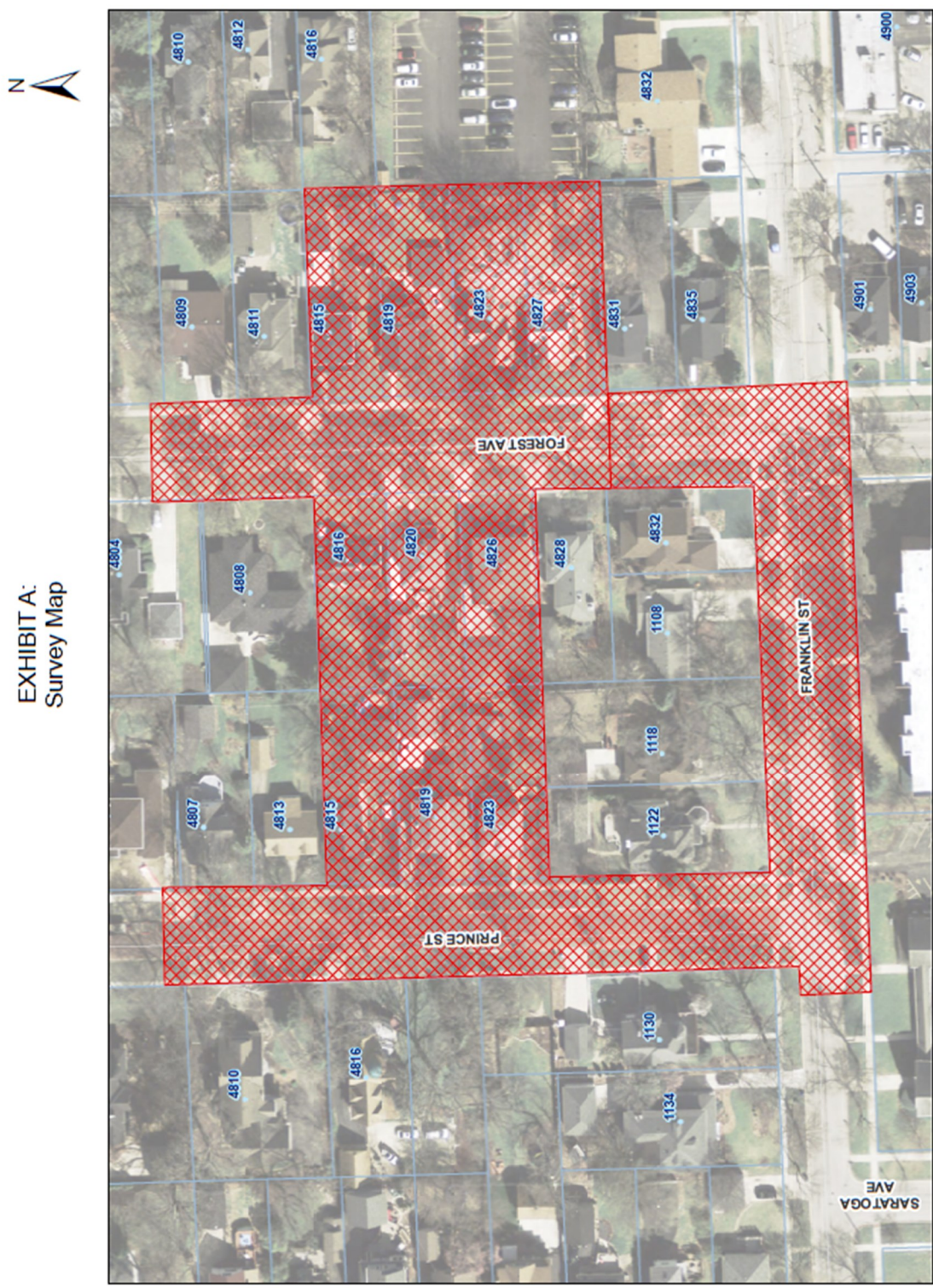
4. CONTACTS

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

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

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

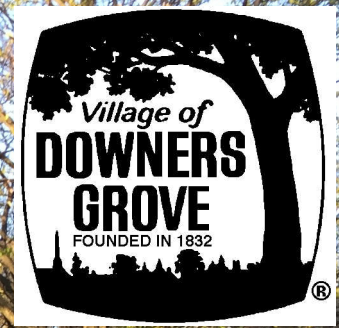
Exhibit A: Survey Map



Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
Forest and Prince – Area 10

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.)



STORMWATER MANAGEMENT ENGINEERING SERVICES SOUTH OF PRAIRIE BETWEEN FOREST AND PRINCE - AREA 10 (SW-080-17J)

SUBMITTED TO:

KERRY BEHR, PE, CFM
STORMWATER ADMINISTRATOR
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515

SUBMITTED BY:

DARREN T. OLSON, PE, D.WRE. CFM
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD | SUITE 600
ROSEMONT, IL 60018
dolson@cbbel.com

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 10, 2017

Village of Downers Grove
Department of Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

Attention: Ms. Kerry Behr, PE, CFM - Stormwater Administrator

Subject: Request for Proposal Stormwater Management Engineering Services
for South of Prairie between Forest and Prince – Area 10 (SW-080-17J)

Dear Ms. Behr:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit one original, one duplicate copy and one electronic copy (.pdf) of our proposal to provide professional engineering services to the Village of Downers Grove (Village). We understand that the Village would like to evaluate existing drainage conditions and develop proposed drainage improvements for Area 10 which is south of Prairie between Forest and Prince (Area 10).

CBBEL has intimate knowledge of the St. Joseph Creek Watershed having analyzed it for the Watershed Infrastructure Improvement Plan (WIIP) in 2007. Detailed XP-SWMM models were created of several sub-watersheds to evaluate flood risk and develop improvement alternatives. Based on the results of the WIIP study, CBBEL designed stormwater storage improvements at Washington Park and storm sewer improvements in adjacent neighborhoods which were completed in 2010-2015. We also completed a detailed analysis and design of the drainage problem area at 55th & Cumnor which we constructed in 2011. More recently, we have completed a detailed analysis of the April 2013 flooding at the BNRR Underpass and an analysis and design of drainage improvements for the Clyde Estates Subdivision.

The proposed Project Team consists of staff members located in our Rosemont office who have previously completed the aforementioned work within the Village and are familiar with the Village's policies and procedures. The primary contact person for this proposal is Mr. Darren Olson, PE, who will act as Project Manager.

We trust that the attached material will demonstrate our enthusiasm, understanding, and expertise to perform these services. We appreciate the opportunity to submit the proposal and look forward to the next phase of the selection process. If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

 for
Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

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“NOT TO EXCEED” FEE PROPOSAL
(Separate Sealed Envelope)

TAB 1

PROJECT UNDERSTANDING/APPROACH



PROJECT UNDERSTANDING

We understand that the Village would like to evaluate existing drainage conditions and develop proposed drainage improvements for South of Prairie between Forest & Prince - Area 10 (Area 10). The proposed drainage improvements must be designed to meet or exceed the minimum "Service Level Drainage Event" set as part of the Village's 2014 Stormwater Project Analysis.

Site survey of approximately 1,700 linear feet of roadway and approximately 1.0 acre of private property is required along with establishment of two temporary benchmarks. The drainage analysis and proposed improvements will be summarized in a stormwater report complete with calculations and exhibits. In 2007, CBBEL completed a hydrologic and hydraulic analysis of the North St. Joseph Creek Watershed (Watershed) as part of the Village-wide Watershed Infrastructure Improvement Plan (WIIP). CBBEL created a total of three (3) XP-SWMM models that included the 10 sub-watersheds where Localized Poor Drainage Areas (LPDAs) were identified. The current project at Area 10 falls within Subwatershed 'D' from the

2007 CBBEL WIIP study. We have detailed knowledge of drainage within this area and are currently completing additional analysis of this area for the Village. We have a unique knowledge base that allows delivery of comprehensive and effective drainage improvements to the Village.

The preferred drainage improvements will be developed into final engineering plans that will be bid by the Village. CBBEL will also complete permitting for the project that will include a stormwater submittal to the Village. Based on our permitting experience with the Village, we feel we are well qualified to complete the project permitting.

PROJECT APPROACH/SCOPE OF SERVICES

TASK 1 – TOPOGRAPHIC SURVEY: To reduce costs, we will use our subconsultant, Thomson Surveying, Ltd. (TSL) to complete this task as they have experience in this area. This task will include a detailed topographic survey of Site 10 as defined on Exhibit A. Based on the information in the request for proposal and our measurement, there is an estimated 1,700 linear feet of roadway/right-of-way and 1.0 acres of private yard survey required.

The topographic survey of the 1,700 linear feet of roadway and private property will be performed by an Illinois-licensed surveyor and shall include:

- Reference lines parallel to right-of-way lines for Site 10. Base lines stationed south to north and west to east.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed

for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.

- All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic data of the identified segments in AutoCAD Civil3D (v.2013 or later) supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Data shall be provided in AutoCAD Civil3D format (2013 or later), and as .pdf documents. Surface data shall also be provided. Copies of all support files (.shx, .ctb, .xml, etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.
- Field locations (horizontal dimensions) of all buried/ marked utilities; i.e., gas, electrical, and telephone, and sewers. No digging for elevation verification of utilities will be required.
- 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.
- 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 for Site 3.
- Placement of at least two temporary benchmarks located outside the limits of construction at each final design site area.
- Utility Survey: CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities/obstructions/systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities/obstructions / systems whether or not shown on base map.

TASK 2 - DRAINAGE STUDY/REPORT/CONCEPTUAL PLANS

FIELD VISIT & KICKOFF MEETING: CBBEL staff will perform field reconnaissance to collect necessary information including photographs and measurements. CBBEL will attend a kickoff meeting with the Village to discuss the project, collect available data, and layout a project workplan. We anticipate only 2 hours by two engineers will be required given our previous knowledge of this area.

DATA REVIEW: CBBEL staff will review available data provided by the Village at the kickoff meeting. Data may include storm sewer atlas information, resident feedback, and any previous studies. We anticipate only a few hours will be required given our knowledge of the area.

EXISTING CONDITIONS DRAINAGE STUDY: Based on the results of previous tasks, CBBEL will perform a detailed existing conditions hydrologic and hydraulic study of Area 10. We will utilize the previously prepared North St. Joseph Creek – Subwatershed 'D' XP-SWMM model developed as part of the 2007 WIIP study and the current in progress study as a baseline for this analysis. The XP-SWMM model will be updated to reflect the site survey obtained in Task 3 and all additional information provided by the Village. If the Village or residents have surveyed or have anecdotal information on high water marks from recent flooding events, we will calibrate or verify the model using the rainfall data from those storm events.

The XP-SWMM model will utilize Bulletin 70 rainfall data and Huff rainfall distributions. Per the request for proposals, our analysis will focus on the 2-year 6-hour design storm event and the 10-year 6-hour design storm events. However, we will also complete a 100-year critical duration analysis. We will identify any locations in the study area that fall below the "Service Area Drainage Event" criteria (2-year, 6-hour event is to be served by new

storm sewers; 10-year, 6-hour event is to be served by a combination of storm sewers and overflow swales or ditches) as well as areas inundated by the 100-year flood event. These inundation areas will be shown graphically and will be available in GIS format for future use by the Village. Given our extensive amount of previous and ongoing work in this area, we can complete this task with limited hours.

PROPOSED IMPROVEMENT ALTERNATIVES: Using the existing conditions XP-SWMM model, CBBEL will evaluate proposed drainage improvements at Site 10 designed to meet the Village's "Service Area Drainage Event" for any areas identified to be deficient. Based on the information included in the request for proposals, potential improvements may include a combination of new storm sewers, culverts/ditches, and grading.

CBBEL has completed similar analyses for the Village of Downers Grove and other communities and have tremendous experience in identifying feasible and cost effective projects to reduce the flood risk in residential areas. Several critical aspects to the current study area include the limited existing stormwater infrastructure, trees, and close proximity to residences. We will develop up to 3 alternatives to provide the required level of service. As part of this analysis, the hydrologic and hydraulic model will be utilized to verify that the proposed improvements are permissible and do not cause adverse downstream impacts.

STORMWATER REPORT: The results of the previous tasks will be summarized in a drainage report that includes a narrative, exhibits, inundation areas, model output, survey data, supporting calculations and an engineer's estimate of probable cost for the recommended improvements. The report will be consistent with the current LPDA update we are completing. The updated XP-SWMM models will be provided in electronic format.

TASK 3 - PRELIMINARY PLANS/PRE-FINAL PLANS/FINAL ENGINEERING/PLANS/SPECIFICATIONS

ENGINEERING PLANS & COST ESTIMATES: For the selected drainage improvement alternatives, CBBEL will prepare one set of plans. The plan set will be submitted to the Village for review at 50%, 90%, and final levels of completeness. Included in this task is an engineer's estimate of probable cost that will be prepared for each of the above submittals and the concept level. This task also includes preparation of any special provisions and related specifications but does not include preparation of bid documents or bidding assistance per the request for

proposal.

SHEET	# OF SHEETS	HOURS PER SHEET	HOURS
TITLE SHEET	1	8	8
GENERAL NOTES & SUMMARY OF QUANTITIES	1	8	8
ALIGNMENT, TIES & BENCHMARKS	1	10	10
EXISTING CONDITIONS AND REMOVAL PLAN	2	8	16
STORM SEWER PLAN & PROFILE	3	12	36
SEDIMENT EROSION, SEDIMENT CONTROL AND LANDSCAPING PLANS	2	12	24
SPECIAL PROVISIONS AND RELATED SPECIFICATION	--	--	12
COST ESTIMATES/QUANTITIES	--	--	12
TOTAL	10		126

PERMITTING: CBBEL will prepare a DuPage County stormwater management submittal to the Village, which is a full waiver community. It is not anticipated that there will be additional permitting required through DuPage County.

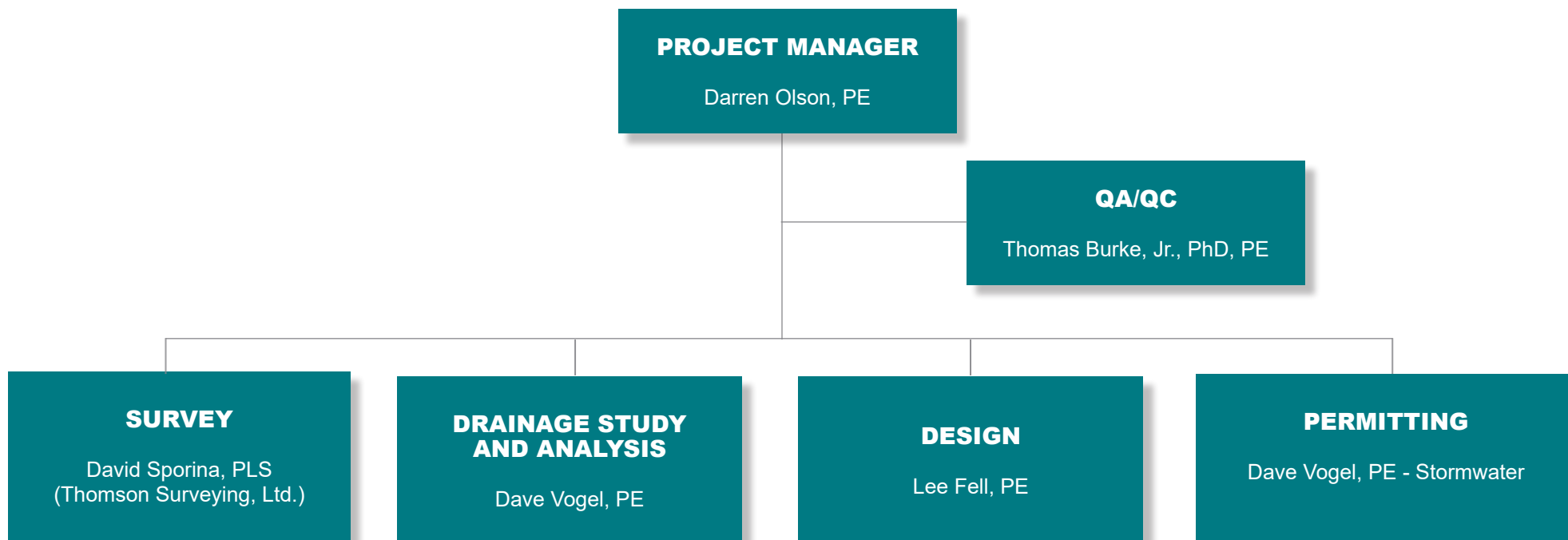
We do not anticipate the projects will disturb more than an acre of ground, so IEPA NPDES Notice of Intent (NOI) will not be required.

TASK 4 - MEETINGS: In addition to the kickoff meeting in Task 2, we anticipate several coordination meetings will be required throughout the design process. Per the request for proposals, we have budgeted for one (1) meeting with Village staff to discuss the drainage study and project alternatives. Additionally, we have budgeted for progress meetings at the 50%, 90%, and 100% submittals.

TAB 2 PROJECT TEAM

PROJECT TEAM

STORMWATER MANAGEMENT ENGINEERING SERVICES FOR SOUTH OF PRAIRIE BETWEEN FOREST AND PRINCE - AREA 10



TAB 3 PROPOSED PROJECT SCHEDULE

VILLAGE OF DOWNERS GROVE

Stormwater Management Engineering Services for South of Prairie Between Forest and Prince - Area 10

TASK	DESCRIPTION	2017			2018														
		December	January	February	March	April													
1	Topographic Survey																		
2	Drainage Study/Report/Conceptual Plans																		
	Field Visit & Kickoff Meeting																		
	Data Review																		
	Existing Conditions Drainage Study																		
	Proposed Improvement Alternatives																		
	Stormwater Report																		
3	Preliminary Plans/Pre-Final Plans/Final Engineering/Plans/Specifications																		
	Engineering Plans																		
	Permitting																		
4	<u>Meetings</u>																		
	50% Submittal Coordination Meeting																		
	90% Submittal Coordination Meeting																		
	100% Submittal Coordination Meeting																		



Christopher B. Burke Engineering, Ltd.

TAB 4 REQUIRED COMPLETED FORMS

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

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:

Christopher B. Burke Engineering, Ltd.

Date: November 10, 2017

Company Name

tburke@cbbel.com

9575 W. Higgins Road, Suite 600

Email Address

Street Address of Company

Thomas T. Burke, Jr., PhD, PE

Rosemont, IL 60018

Contact Name (Print)

City, State, Zip

847-344-5620

(847) 823-0500

24-Hour Telephone

Business Phone

(847) 823-0520



Signature of Officer, Partner or Sole Proprietor

Fax

Thomas T. Burke, Jr., PhD, PE

Vice-President, Head of Water Resources Department

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary - Assistant

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 for South of Prairie between Forest and Prince – Area 10



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: Christopher B. Burke Engineering, Ltd.
 ADDRESS: 9575 W. Higgins Road, Suite 600
 CITY: Rosemont
 STATE: Illinois
 ZIP: 60018
 PHONE: 847-823-0500 FAX: 847-823-0520
 TAX ID #(TIN): 36-3468939

(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: DATE: November 10, 2017

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
Forest and Prince – Area 10

PROPOSER'S CERTIFICATION

With regard to Stormwater Management Engineering Services for
South of Prairie between Forest and Prince - Area 10, proposer Christopher B. Burke Engineering, Ltd. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.
5. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

BY: [Signature]
Proposer's Authorized Agent

3 6 - 3 4 6 8 9 3 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 10th day of November, 20 17

[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 Christopher B. Burke Engineering, Ltd. _____, and the full names of its Officers are as follows:

President: Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE _____

Vice President: Thomas T. Burke, Jr., PhD, PE _____

Assistant Secretary: Sherry Sporina _____

Treasurer: _____

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 for South of Prairie between Forest and Prince – Area 10

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	Donne Insurance Group, Inc.	Assurance
Agent	William Donne	Robert Dufkis
Street Address	7777 W. 159th Street, Suite B	One Century Centre, 1750 E Golf Road
City, State, Zip Code	Tinley Park, IL 60477	Schaumburg, IL 60173
Telephone Number	708-429-3100	847-463-7132

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

Print Name of Company: Christopher B. Burke Engineering, Ltd.

Print Name and Title of Authorizing Signature: Thomas T. Burke, Jr., PhD, PE

Signature:  _____

Date: November 10, 2017

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between
Forest and Prince – Area 10

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: Christopher B. Burke Engineering, Ltd.

Address: 9575 W. Higgins Road, Suite 600

City: Rosemont, IL 60018 Zip Code: 60018

Telephone: (847) 823-0500 Fax Number: (847) 823-0520

E-mail Address: tburke@cbbel.com

Authorized Company Signature: 

Print Signature Name: Thomas T. Burke, Jr., PhD, PE Title of Official: Vice President, Head of Water Resources Department

Date: November 10, 2017

Village of Downers Grove – Stormwater Engineering Services for South of Prairie between Forest and Prince – Area 10

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 T. Burke, Jr., PhD, PE
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

"NOT TO EXCEED" FEE PROPOSAL

(SEPARATE SEALED ENVELOPE)



STORMWATER ENGINEERING SERVICES FOR SOUTH OF PRAIRIE BETWEEN FOREST AND PRINCE - AREA 10

TASK	DESCRIPTION	Engineer VI	Engineer V	Engineer IV	Engineer I/II	CAD Manager	Asst. CAD Manager	Admin	Services by Others	Hours	TOTAL (\$)
1	Topographic Survey								\$ 8,415		\$ 8,415.00
2	Drainage Study/Report/Conceptual Plans										
	Field Visit & Kickoff Meeting		3	3						6	\$ 783.00
	Data Review			4						4	\$ 436.00
	Existing Conditions Drainage Study		2	6	4					12	\$ 1,738.00
	Proposed Improvement Alternatives		2	10	4					16	\$ 2,174.00
	Stormwater Report	2	4	10	4					20	\$ 2,860.00
3	Preliminary Plans/Pre-Final Plans/Final Engineering/Plans/Specifications										
	Engineering Plans & Cost Estimates		15		65	46				126	\$ 22,269.00
	Permitting		2	25						27	\$ 3,029.00
4	Meetings		6	6						12	\$ 1,566.00
Total Hours per Classification		2	34	64	77	46	0	0	\$ 8,415	223	\$ 43,270.00
Hourly Rate		\$191	\$152	\$109	\$195	\$159	\$139	\$98			
										Direct Costs	\$ 250.00
										GRAND TOTAL =	\$ 43,520.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road | Suite 600 | Rosemont, IL 60018
 T: 847.823.0500 | F: 847.823.0520 | cbbel.com

EXHIBIT A: Survey Map

