

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**

**11/21/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
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 40<sup>th</sup> 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 40<sup>th</sup> 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 63<sup>rd</sup> 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-080-170  
(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 #16, (Hobson Triangle) to Robinson Engineering in the amount of \$24,050 plus 10% contingency in the amount of \$2,405 for a total not-to-exceed \$26,455.00.

*DW*

**SUMMARY OF ITEM:**

Adoption of this motion shall authorize execution of a contract for stormwater management engineering services for local drainage project #16, (Hobson Triangle) to Robinson Engineering in the amount of \$24,050 plus 10% contingency in the amount of \$2,405 for a total not-to-exceed \$26,455.00.

**RECORD OF ACTION TAKEN:**

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Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16**REQUEST FOR PROPOSAL  
(Professional Services)**Name of Proposing Company: Robinson Engineering, Ltd.Project Name: Stormwater Management Engineering Services for Hobson  
Triangle – Area 16Proposal No.: SW-080-170Proposal Due: Monday, November 13, 2017 @ 11:00 A.M. –  
Public Works Facility, 5101 Walnut Avenue  
Downers Grove, IL 60515Pre-Proposal Conference: Not Required**Required of Awarded Contractor:**Certificate of Insurance: YesDate Issued: Wednesday, November 1, 2017This document consists of 27 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](http://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](http://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 (10<sup>th</sup>) 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 Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**29. COOPERATION WITH FOIA COMPLIANCE**

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

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

### **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 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 Area 16 – Hobson Triangle Area. This area has a fairly steep grade from north to south. A low point on Puffer located near 6200 Puffer is drained by a storm sewer to the west and then south. Most of the houses in this area still have septic systems and the water table is high.

The Village wishes to obtain a drainage study of the area shown in Exhibit A that will review the current infrastructure and identify locations in the study area that fall below the “Service Level Drainage Event” criteria.

The Village has identified some particular areas of concern including, but not limited to, the following locations:

- Intersection of 61<sup>st</sup> and Puffer lacks adequate infrastructure
- The 21-inch at 6200 Puffer experiences surcharging
- Numerous homes have experienced septic flooding (identifying locations for manholes to allow residents to construct private connections will be beneficial)
- Street flooding in various locations

Other areas may be identified based on analysis of the study area, field visits, or through resident feedback provided from the Village.

**The cost shall be provided in a separate sealed envelope.**

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

### 1.3 Scope and Schedule

#### *Drainage Study/Report*

Desired activities shall include:

- a. Drainage report identifying areas without “Service Level Drainage Event” infrastructure.
- b. Conceptual level plans/exhibits/cost estimates showing proposed improvements within the drainage area (maximum of two alternatives). Alternatives should minimize storm sewer and overland flow routes through private property.
- c. Field visits and any preliminary spot elevations required for the conceptual plans are to be included.
- d. Identify potential property acquisitions and/or easements.
- e. Identify potential grant opportunities for implementation of any the proposed solutions.
- f. Identify permits or agency approvals and estimated fees that may apply to each proposed solution along with pros/cons associated with each solution.
- g. Anticipate one (1) project kick-off meeting with Village staff and one (1) meeting with Village staff to discuss project alternatives.

## 2. **PROPOSAL REQUIREMENTS**

### 2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Project Team
- Resumes of Staff (**only those persons not included in SOQ provided previously**)
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown (**in separate sealed envelope**)

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for consultant generated proposal information shall be approximately 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.

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

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.**

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:

Drainage Study, conceptual plans, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Drainage study/stormwater report shall be provided as Microsoft Word document. Conceptual plans shall be provided as .pdf documents and/or Microsoft Word documents. The cost estimates shall be in Microsoft Excel format.

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

3.2 Deliverables schedule

*Drainage Study/ Report*

One (1) hard copy and (1) electronic copy of preliminary drainage study/report due by January 19, 2018.

One (1) hard copy and (1) electronic copy of final drainage study/report due by February 2, 2018.

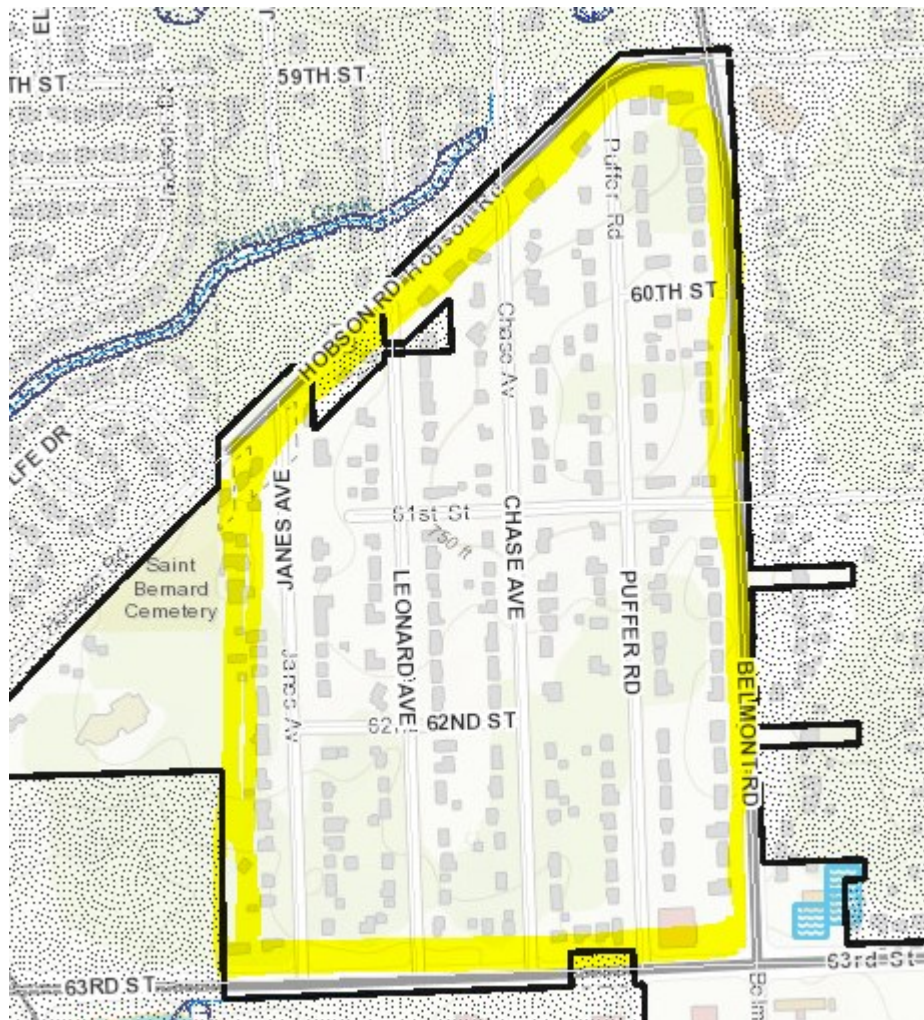
**4. CONTACTS**

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 Management Eng. Services for Hobson Triangle – Area 16

**Exhibit A**  
**Study Area**



Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

#### **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 Hobson Triangle - Area 16  
 SW-080-170  
 November 13, 2017



*Municipal Expertise. Community Commitment.*

127 N. Walnut Street, Suite 200  
 Itasca, IL 60413  
 ph. 847-250-5635

Frankfort, IL

Itasca, IL

Kankakee, IL

South Holland, IL

Volo, IL

Merrillville, IN



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# PROFESSIONAL ENGINEERING SERVICES

## Proposal

CONTENTS	SECTION NO.
Project Understanding & Approach	1
Project Team Org Chart	
Project Schedule	
Resumes* (not included in SOQ)	2
Required Forms	A
Fee Proposal; (provided separately)	

***\*Supplemental Resumes - See SOQ dated February 10, 2017 for remaining resumes.***



# Project Understanding & Approach



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## PROJECT UNDERSTANDING & APPROACH

### OVERVIEW

Robinson Engineering, Ltd. works to lead a rigorous, collaborative process with which to develop sustainable, functional and inspiring projects that serve the public interest, while providing excess value to our client communities. Our experienced team is dedicated to assisting our public clients in achieving their goals, and is fully capable of providing the gamut of municipal engineering services described in the Village's RFP document with in-house personnel.



The localized drainage study for the Hobson Triangle area *calls upon our core skills and wealth of experience as municipal engineers*. In the past five years alone, we have performed dozens of Master Planning and localized drainage studies, and have provided design and construction engineering services for nearly 50 storm sewer and detention projects. *Simply put, municipal engineering is what we do*. We understand the types of challenges confronted by government agencies in balancing public infrastructure needs with limited resources during the challenging economic times we face together. We further understand how emotional property owners suffering from chronic drainage and flooding problems for years, or even decades, can be challenging for community staff and officials to satisfy. As appointed engineers in over 60 suburban communities, we consider it our duty to provide practical, innovative and cost-effective solutions to everyday problems, with a can-do dedication to service, viewing no problem too small or too large for us to resolve. All sectors of our organization possess decades of experience approaching problems from an ingrained municipal perspective that consistently rejects short-term fixes in favor of providing the best alternatives for sensible long-term solutions.

### PROJECT UNDERSTANDING

In certain storm events, and especially in April 2013, residents in the Hobson Triangle area have experienced drainage problems and septic system failures that appears to result from a lack of stormwater management infrastructure and high groundwater conditions. When visiting the area, it is easy to imagine how stormwater runoff rushes down Puffer Road and Chase and Leonard Avenues from the area north of 61<sup>st</sup> Street. At the intersection of Puffer Road and 61<sup>st</sup> Street, in particular, there are several features that indicate how water easily fills and overtops the roadside ditches: multiple inlets and culverts to keep water from moving south and away from the pavement and a makeshift wall along the sidewalk on 61<sup>st</sup> Street to keep the ditch flow from spilling into the garage of 6100 Puffer Road. Once the runoff from the north passes through the intersection, it collects in a wide low spot in Puffer Road and on private property. The low spot is drained by a 21" storm sewer that flows west through private property (6134 Puffer Road and 6169 Chase) before connecting to storm sewer within the right-of-way of Chase Avenue. Ultimately, the storm sewer from the whole Hobson Triangle area drains south and then west along 63<sup>rd</sup> Street toward Prentiss Creek.



While the Village knows that stormwater management infrastructure in this area is not sized to handle runoff from larger storm events, the Village would like to know if the stormwater infrastructure in the Hobson Triangle meets the minimum level of service identified in the 2014 Stormwater Project Analysis. The Service Level Drainage Events, as identified in the 2014 analysis, are defined as the 6-hour duration rainfall events with a 2-year and a 10-year frequency. The storm sewers within the system should convey the 6-hour duration, 2-year frequency event, and the runoff from the 6-hour, 10-year

event should be conveyed by a combination of the storm sewers and overflow swales and ditches. The main purposes of this drainage study are to identify the portions of the existing system that do not manage the runoff from the Service Level Drainage Events and to offer possible improvement alternatives to provide additional capacity. Improvement alternatives to the storm sewer network should include structures that would allow and encourage residents in the area to make private storm sewer connections to the public system to eliminate lot drainage deficiencies and direct stormwater runoff and/or sump pump discharges away from septic fields.

### **OBSERVATIONS AND STUDY CONSIDERATIONS**

As noted above, there is an area low spot in Puffer Road near 6134 Puffer Road and across the adjacent properties. There is a relatively large area of open space on private property in which water that is not conveyed by the 21" storm sewer will collect, and also an overland flow path west to Chase Avenue between 6155 and 6129 Chase Avenue. Even though the Village wants to make improvements within the right-of-way whenever possible, we note that there are currently storm sewer and overland flow routes through private property in this area. It is probably most cost-effective to continue to use these private



property areas for stormwater management in the Hobson Triangle area. We would expect that residents are accustomed to seeing these areas fill with water, especially because high groundwater levels likely limit infiltration, and we expect that the residents would welcome any improvements that reduce the extent or frequency of ponding and impacts to their septic fields. Even if additional or larger storm sewer is constructed



in the area to meet the Village's desired minimum level of service (or perhaps an even higher level of service to reduce septic field impacts), we would recommend that the existing stormwater storage within the yards be maintained to handle runoff in large events and that overflow routes be maintained or enhanced. We would evaluate whether any of the open space could be acquired and modified to provide additional off-street stormwater storage or overflow conveyance, while considering impacts to groundwater conditions and septic fields.

### **PROJECT APPROACH**

Robinson will provide a drainage study/report for the Hobson Triangle area in the form of the technical memorandum. This memorandum will include our findings about the capacity of the existing storm sewer and ditch network with respect to the Village's desired minimum level of service. Further, we will recommend improvement alternatives for portions of the existing stormwater management infrastructure that do not meet the Village's minimum level of service and develop conceptual plans for the chosen alternatives.

**Hydrologic & Hydraulic Analysis.** Using the information collected, we will develop tributary basins for the problem areas corresponding to the Village and County information. These basins will be used to perform the specific hydrologic and hydraulic analyses, which will focus on the conveyance capacity of the existing storm sewer and overland flow paths, as applicable. An HEC-HMS and/or TR-20 hydrologic model of the tributary areas will be developed. The tributary basin watershed characteristics will be obtained and

computed for each: Time of Concentration (Tc) and Runoff Curve Numbers (RCN) and/or runoff coefficients based on land use. The runoff rates and volumes for various storm recurrence events 50%, 20%, 10%, 4%, 2% and 1% (commonly referred to as the 2, 5, 10, 25, 50 and 100-yr events) will then be developed. Following



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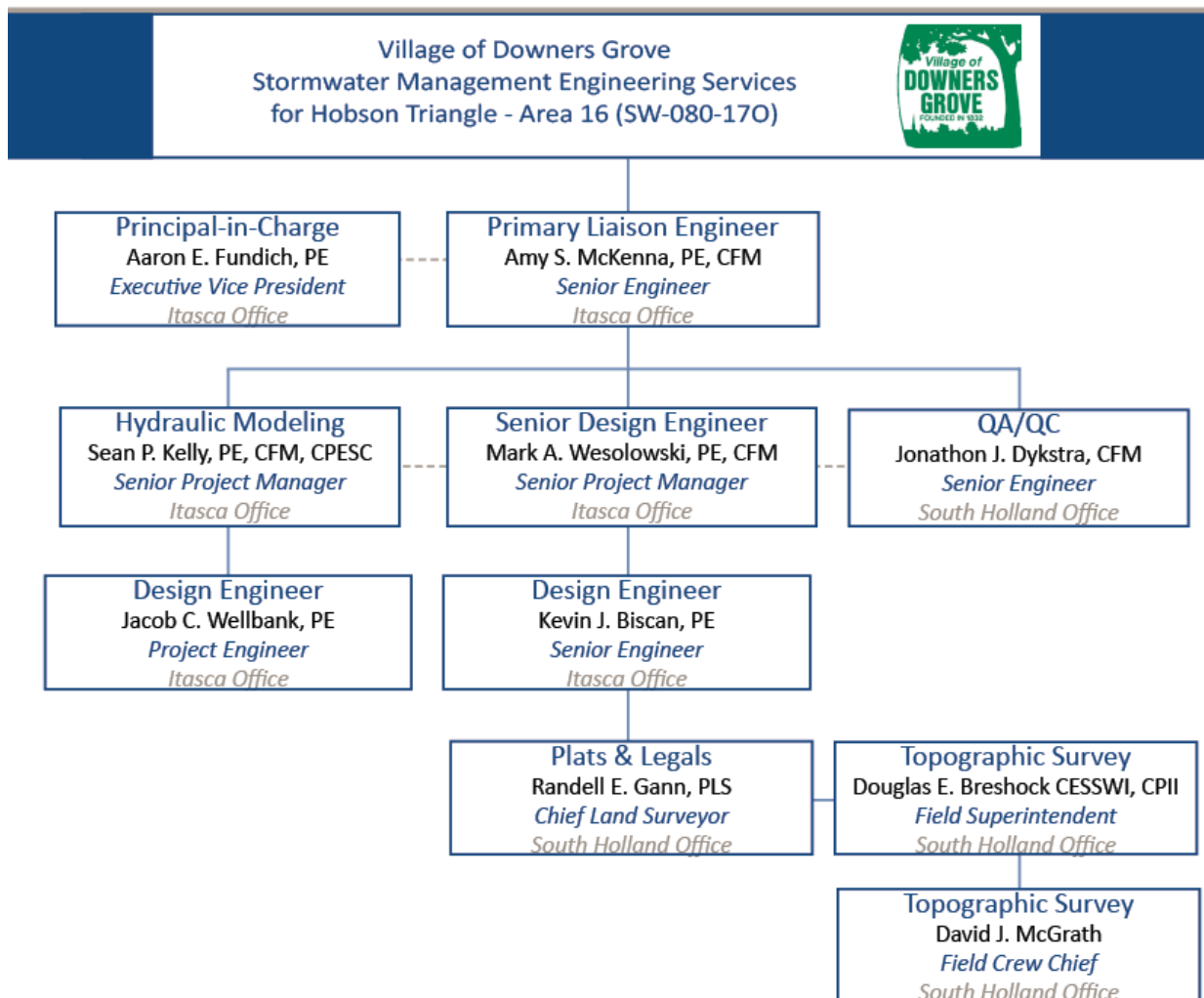
## PROJECT UNDERSTANDING & APPROACH

development of the hydrologic modeling, hydraulic models will be developed to evaluate functionality of the existing stormwater conveyance system and existing detention facilities. Steady-state (e.g. StormCad) or dynamic (e.g. SWMM) hydraulic models will be developed, as appropriate.

**Alternatives Analysis.** We will provide recommendations for improvements with consideration of construction feasibility, utility impacts, easement/property acquisition needs, pipe sizing, potential private sewer connections, downstream restrictions from existing storm sewers, and inlet spacing as applicable, as well as analysis of the potential to provide some additional stormwater storage. We will modify the existing hydrologic and hydraulic models developed for the existing conditions to evaluate potential solutions. If the Village desires, the models will be run to determine the most cost-effective solution to provide protection during the 10, 25, 50 and 100-year events. At a minimum, project alternatives will meet or exceed the Service Level Drainage Events: 2-year, 6-hour event for storm sewer and 10-year, 6-hour event for the combination of storm sewer and overland flow routes/ditches.

**Conceptual Improvement Projects.** Recommendations for conceptual improvement projects will be developed based on the analyses for the proposed location. Exhibits and preliminary budget costs will be developed for the conceptual improvements. Plan exhibits will show all known existing public and private utilities (e.g. water/sewer, gas, electric, etc.) to identify and/or mitigate conflicts with the proposed project. Finally, we will assist the Village to identify potential grant funding for the project.

## PROJECT TEAM





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A background graphic showing a project process flowchart with boxes labeled "STRATEGY", "DEVELOP", "EXECUTE", and "TRAINING". There are also checkmarks and arrows indicating a sequence of steps.

## PROJECT UNDERSTANDING & APPROACH

### ***PROJECT SCHEDULE***

Robinson Engineering recognizes that the Village desires to expeditiously complete this important study in early 2018, and we will adhere to the timelines established in the Village's RFP. We understand that Notice to Proceed will likely come in late November followed by a kick-off meeting. The preliminary drainage study/report will be submitted by January 19, 2018. After a meeting to discuss the preliminary report and design alternatives, we intend to submit a final drainage study/report by February 2, 2018, or a date otherwise agreed upon at the review meeting. Each submittal will include one electronic and one hard copy of each report.



# Resumes



## DOUGLAS E. BRESHOCK, CESSWI, CPII

*Field Superintendent*

### EDUCATION

#### Civil Engineering Technology Program

Purdue University

### CERTIFICATIONS & TRAINING

Fed. Highway Administration  
Safety Bridge Inspector Certified

IDOT Documentation Certified 14-0321

Enviro Cert International, Inc., Certified  
Erosion Sewer & Stormwater Inspection

INDOT Technician Program, Certified

IDOT Technology Transfer Program  
Certifications:

Work Zone Safety

IDOT Standard Earth Density

Drainage Structure Const. Inspection

Pavement Maintenance

SuperPave

Construction Staking

Pavement Construction Inspection

Highway Engineering Principles

CEC/IDOT

2002 Construction Services Seminar

American Public Works Association  
Certified Public Infrastructure Inspector  
(CPII)

### EMPLOYMENT HISTORY

Robinson Engineering, Ltd.  
1976-Present

Mr. Breshock, Field Superintendent, has over 41 years' experience with Robinson Engineering, Ltd., serving in numerous capacities. He has worked his way through the ranks from field crew member to Field Manager, managing a staff of 21 Engineering Technicians, Resident Engineers, and 5 survey field crews. He has vast experience in construction management, inspection, and documentation, including countless FAU projects and Motor Fuel Tax (MFT) projects in Illinois and Indiana and over 40 federal aid highway projects.

### STORMWATER MANAGEMENT

Provide observation/oversight for storm sewer aspects of transportation projects. Representative project experience includes:

• Kostner Avenue	Alsip	\$1,500,000
• Main Street	Glenwood	\$2,100,000
• Rathje Road	Peotone	\$1,800,000
• 168th and State Street	South Holland	\$2,400,000

### TRANSPORTATION

Provide construction observation for related projects that include pavement reconstruction, traffic signals and bridge construction. Has extensive transportation experience as both a resident engineer and supervisor. Representative project experience includes:

• Kostner Avenue	Alsip	\$1,500,000
• 127th Street Lighting	Alsip	\$650,000
• Main Street	Glenwood	\$2,100,000
• Ridge Road	Lansing	\$960,000
• Rathje Road	Peotone	\$1,800,000
• 168th and State Street	South Holland	\$2,400,000

### BRIDGE INSPECTIONS

Enlisted by local municipalities to conduct bridge inspections to fulfill inspection requirements (two to four years based on conditions), in accordance with the National Highway Institute's National Bridge Inspection Standards. Certified Safety Bridge Inspector with the Federal Highway Administration.

### FIELD SUPERINTENDENT

Manages the full 30 member field crew of engineering technicians, resident engineers, and survey field crews responsible for coordinating all construction management projects.

### MANAGEMENT & COORDINATION

Manages 5 field crews, overseeing topographical surveys and construction staking, troubleshoots any issues relating to construction projects and staking, works closely with municipalities throughout the construction process. Schedules, manages, and mentors 21 Resident Engineers and Inspectors.

• Dyer Central Park	Dyer	\$30,000,000
• Munster Centennial Park	Munster	\$28,000,000



## JACOB C. WELLBANK, PE

*Project Engineer*

### EDUCATION

#### Bachelor of Science

University of Wisconsin, Platteville

### PROFESSIONAL REGISTRATION

#### Registered Professional Engineer

Illinois

### PROFESSIONAL CERTIFICATION

Lake County Illinois  
Stormwater Enforcement Officer

### EMPLOYMENT HISTORY

Robinson Engineering, Ltd.  
2013-Present

Mr. Wellbank has begun his professional career with Robinson Engineering and is a valuable asset. With particular expertise in industrial pretreatment, Mr. Wellbank is involved in numerous projects including stormwater management, water, wastewater, plan review, pavement and transportation, and planning.

### PRETREATMENT ENGINEERING

Has assisted the following communities with industrial pretreatment-related services, such as permit and ordinance development, industry negotiations, and other activities to satisfy NPDES requirements:

- |              |              |             |              |
|--------------|--------------|-------------|--------------|
| • Itasca     | 2013-Present | • Watseka   | 2013-Present |
| • Romeoville | 2013-Present | • Wood Dale | 2013-Present |

### STORMWATER MANAGEMENT

Involved in the design of stormwater systems and detention ponds for the following projects:

- |                                       |                  |             |
|---------------------------------------|------------------|-------------|
| • Passion For Polo                    | Barrington Hills | In Progress |
| • Nelson Meadow Site Development      | Downers Grove    | 2014        |
| • Aurelio's Pizza Site Development    | Fishers          | 2014        |
| • Brookwood Middle School Site Design | Glenwood         | 2014        |
| • Three Floyds Site Plan              | Munster          | 2014        |
| • Springs of Vernon Hills Development | Vernon Hills     | 2014        |
| • Stormwater Improvements             | Wood Dale        | 2014        |

### WATER & WASTEWATER

Assists in the design of the following clients' water systems. The Oil/Water Separator project for the Belt Railway is a \$1,500,000 project that involved the installation of 9,400 square feet of railway track collection pans, 1,000 linear feet of trench drain, 1,200 feet of storm sewer, various stormwater conveyance structures, and the oil/water separator. Mr. Wellbank assisted with the design of the 80 cubic yard separator structure, including stormwater volume detention prior to separation.

- |  |              |             |
|--|--------------|-------------|
| • Effluent Sampling Station                      | Elmhurst     | In Progress |
| • Oil/Water Separator                            | Belt Railway | 2014        |
| • CMOM Development and Implementation Assistance | Watseska     | 2014        |

### DEVELOPMENT PLAN REVIEW

- |                         |              |
|-------------------------|--------------|
| • Village of Romeoville | 2015-Present |
| • Village of Itasca     | 2015-Present |

### PAVEMENT & TRANSPORTATION

Continued assistance with the Village of N. Barrington's Pavement Management Plan.

- |  |                  |             |
|--|------------------|-------------|
| • Edgewood Sidewalk Improvements   | Wood Dale        | In Progress |
| • Happy Acres Improvements   | Itasca           | 2015        |
| • Hemlock Sidewalk Improvements  | Wood Dale        | 2015        |
| • 2014 MFT Maintenance Project   | Itasca           | 2014        |
| • West Thorndale and Central Manufacturing District Special Service Area Maintenance and Resurfacing | Itasca           | 2014        |
| • 2014 MFT Maintenance Project   | North Barrington | 2014        |

### MASTER PLANNING

Has assisted in the development of Open Space Master Plan in 2014 and in the improvement of a recreational area for the Village of Itasca.



## KEVIN J. BISCAN, PE, PLS

Senior Project Engineer

### EDUCATION

**Bachelor of Science, Civil Engineering**  
Bradley University, Peoria, IL

### PROFESSIONAL REGISTRATION

**Registered Professional Engineer, IL**

**Professional Land Surveyor, IL**

### PROFESSIONAL AFFILIATION

IL Prof. Land Surveyors Association

### EMPLOYMENT HISTORY

Robinson Engineering, Ltd.  
2007-Present

SEC Group, Inc.  
2001-2007

CEMCON, LTD  
1982-2001

Mr. Biscan has worked for 34 years in engineering and related disciplines. A Professional Engineer with a breadth and depth of engineering and project management experience, he is adept in plan preparation and review, surveying, inspecting, staking and researching. For Robinson Engineering, Ltd. (REL), Mr. Biscan manages all phases of site improvement projects, ensuring projects are delivered on time, on budget and according to specifications. He also provides Municipal Engineering review services.

### MUNICIPAL ENGINEERING

Assistant Municipal Engineer, with REL and previously, for several villages in Illinois. Responsible for designing municipal infrastructure projects and providing plan review services for Village code compliance and handling daily engineering tasks.

#### Village of Channahon (2009-Present)

- Review site and development plans for compliance with Village codes. Involved with all project phases, including post-construction tasks such as reviewing record drawings and conducting post construction reviews. Serves as daily point-of-contact to Village staff assisting with issues that arise, miscellaneous engineering projects, and project coordination.

#### Village of Minooka (2008-Present)

- Review site and development plans for new subdivisions as well as existing infrastructure projects for compliance with Village codes. Designs drainage improvement plans. Involved with all project phases, including post-construction tasks such as reviewing record drawings and conducting post construction reviews. Serves as daily point-of-contact to Village staff assisting with issues that arise, miscellaneous engineering projects, and project coordination. Has managed the Village's MFT Street Maintenance program annually since 2008.

### SUBDIVISION DESIGN

Project Manager for the engineering design and city approval process for site infrastructure and platting for single family residential and commercial projects.

- Bristol Bay Subdivision, Yorkville      Centex Homes
- Prairie Meadows, Yorkville              Menard, Inc.
- Menard Commercial Commons          Menard, Inc.
- North Aurora Subdivision                D.R. Horton
- Geneva Subdivision                        Airhart Construction
- Aurora Townhouse Subdivision        Lexington Homes
- Naperville Single Fam. Subdivision    Joe Kiem Builders



# Required Forms

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle – Area 16

**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:**

_____	Date: _____
Company Name	_____
_____	Email Address
Street Address of Company	_____
_____	Contact Name (Print)
City, State, Zip	_____
_____	24-Hour Telephone
Business Phone	
_____	Signature of Officer, Partner or Sole Proprietor
Fax	_____
_____	Print Name & Title
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

_____	ATTEST:
Authorized Signature	_____
_____	Signature of Village Clerk
Title	_____
_____	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 Management Eng. Services for Hobson Triangle – Area 16



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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

TAX ID #(TIN): \_\_\_\_\_

(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: *Christy H* \_\_\_\_\_

DATE: \_\_\_\_\_

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

**PROPOSER'S CERTIFICATION**

With regard to \_\_\_\_\_, proposer \_\_\_\_\_ 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 Management Eng. Services for Hobson Triangle – Area 16

BY: Christy H  
Proposer's Authorized Agent

3 6 - 2 4 0 7 3 3 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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



Subscribed and sworn to before me  
this 9th day of November, 2017.

Mark A. Wesolowski  
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 Robinson Engineering, Ltd., and the full names of its Officers are as follows:

President: Christopher J. King, PE, SE, F.ASCE

Secretary: Susan J. Maslanka

Treasurer: Susan J. Maslanka

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 \_\_\_\_\_

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle – Area 16

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_

and if operating under a trade name, said trade name is: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of

\_\_\_\_\_.

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

Insurer’s Name \_\_\_\_\_

Agent \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Print Name of Company: \_\_\_\_\_

Print Name and Title of Authorizing Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: \_\_\_\_\_

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle – Area 16

**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: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Print Name and Title of Authorizing Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle –  
Area 16

**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: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Fax Number: (     ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Signature:  \_\_\_\_\_

Print Signature Name: \_\_\_\_\_ Title of Official: \_\_\_\_\_

Date: \_\_\_\_\_

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle – Area 16

**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

\_\_\_\_\_  
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



Municipal Expertise. Community Commitment.



## FEE PROPOSAL - VILLAGE OF DOWNERS GROVE HOBSON TRIANGLE – AREA 16 – SW-080-170

Robinson Engineering, Ltd. takes pride in delivering the highest value professional engineering services to the region, and by company policy does not participate in cost-based selections that violate state statutes and the Federal Brooks Act. That stated, we do appreciate the need for the Village to have accurate budgets for engineering services, especially during the current economic times. Therefore, as requested by the RFP we are providing this estimate of the hours and costs for the various tasks described on the preceding pages.



TASK CATEGORY	ESTIMATED MAN-HOURS	TOTAL BUDGET
<b>Task 1:</b> Project Kick-off Meeting (Finalize Scope and Project Coordination)	4	\$650
<b>Task 2:</b> Data Gathering and Review (Including Spot Topographic Survey)	16	\$2,600
<b>Task 3:</b> Drainage Study Report	20	\$3,250
Hydrologic & Hydraulic Analysis	48	\$7,800
Alternatives Analysis	24	\$3,900
Conceptual Improvements/Cost Estimates	32	\$5,200
<b>Task 4:</b> Project Status Meeting (Review Report and Alternatives)	4	\$650
<b>Total Project Costs (Not to Exceed)</b>		<b>\$24,050</b>

Village of Downers Grove – Stormwater Management Eng. Services for Hobson Triangle – Area 16

**Exhibit A**  
**Study Area**

