

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/5/2019

SUBJECT:	SUBMITTED BY:
Engineering Services Contract for Stormwater Local Drainage Project #2 Burlington Highlands/40th and Downers	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering and survey services to V3 Companies, Ltd., of Woodridge, Illinois in the amount of \$174,779 for engineering services for stormwater local drainage project #2, Burlington Highlands/40th and Downers (SW-080). This includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY19 Budget includes \$200,000 from the Stormwater Fund (Page 4-29, Line 21) for this project.

RECOMMENDATION

Approval on the March 5, 2019 Consent Agenda.

BACKGROUND

The area north of Ogden Avenue near Downers Drive and 40th Street (Burlington Highlands) was identified in the Village's 2014 Stormwater Project Analysis, SPA, as lacking "Service Level Drainage". A project location map is attached. 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.

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

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

ATTACHMENTS

Contract Documents
Location Map

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: March 5, 2019
(Name)

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

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a professional engineering and survey services contract with V3 Companies, Ltd. in the amount of \$158,890 plus a \$15,889 contingency for a total not-to-exceed amount of \$174,779 for stormwater local drainage project #2, Burlington Highlands (SW-080).

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a professional engineering and survey services contract with V3 Companies, Ltd. in the amount of \$158,890 plus a \$15,889 contingency for a total not-to-exceed amount of \$174,779 for stormwater local drainage project #2, Burlington Highlands (SW-080).

RECORD OF ACTION TAKEN:

PROPOSAL



STORMWATER MANAGEMENT ENGINEERING SERVICES FOR BURLINGTON HIGHLANDS AREA #2



SUBMITTED TO

Village of Downers Grove



SUBMITTED ON

February 1, 2019



PROPOSAL #

SW-080-17B

**POINT OF CONTACT****DAVE VOGEL, P.E., CFM, CPSWQ**

Project Manager

Direct: 630.729.6125**Mobile:** 630.936.3792**Email:** dvogel@v3co.com**SUBMITTED TO****KERRY BEHR, P.E., CFM**

Stormwater Administrator

Village of Downers Grove

**5101 Walnut Avenue
Downers Grove, IL 60515****Phone:** 630.434.5489**Email:** kbehr@downers.us

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Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: V3 Companies, Ltd.

Project Name: Stormwater Management Engineering Services for
Burlington Highlands – Area #2

Proposal No.: SW-080-17B

Proposal Due: Friday, February 1, 2019 @ 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: Revised Thursday, January 17, 2019

This document consists of 29 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. Number of pages shall be 10 (not including those within this document to be submitted). Double-sided printing is encouraged. Entire RFP shall be submitted.
- 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 cooperate with the Proposer in its efforts to comply with such Act and Rules and

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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 the contractor and subcontractor are aware that filing false records is a Class A

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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 of any person other than the Proposer's employees;

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- 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 profession currently practicing in the same locality under similar conditions. No other

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representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

21.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

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

22. GOVERNING LAW

22.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

23. SUCCESSORS AND ASSIGNS

23.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

24. WAIVER OF CONTRACT BREACH

24.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

25. AMENDMENT

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

26. NOT TO EXCEED CONTRACT

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

27. SEVERABILITY OF INVALID PROVISIONS

27.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it

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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.)

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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 identified within this RFP. The firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place.

1.2 Project Description

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

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

One of the projects identified in the 2014 Stormwater Project Analysis is Area 2 – Downers/Virginia/Seeley/40th (Burlington Highlands). A drainage study has been completed for the project area to determine Service Level Drainage for the main trunk line. The desired layout for the proposed improvements has been selected and includes storm sewer, regrading ditches, and a new detention facility on property recently acquired by the Village. An electronic copy of the final drainage report will be provided. Alternatively, a CD can be picked up at the Village of Downers Grove Public Works building. The desired alternative is shown on Exhibit 2-2 Alternate 2 of the drainage report. One additional area to be evaluated is located northwest of the intersection of Belle Aire and Janet. A substantial amount of overland flow from the east is conveyed through this location and shall be addressed.

The Village is now requesting topography, preliminary plans, final engineering plans, specifications and an engineer's estimate for improving the stormwater infrastructure for the areas as shown on Exhibit A. The LPDA elevations of 4, 5, 6, 7, 8, 10, 11, 12, and 13 shall be re-evaluated based upon the proposed improvements. The XPSWMM model will be provided.

Project scope includes, but may not be limited to:

- New drainage system (storm sewers, inlets, catch basins, ditches, detention facility – which may include a native basin, etc.)
- Defined overland flow routes
- Recommended flood proofing solutions for select homeowners
- Updating LPDA elevations for those indicated above.

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

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

- Topographic survey of study area specified in Exhibit A which shall include sufficient survey for design of the improvements. Survey shall include a 100-foot overlap at all street intersections.
- Preliminary plans (50%), pre-final plans (90%), final engineering plans, specifications, cost estimates and permitting for the improvements as shown in the Drainage Study for Burlington Highlands as well as the additional area indicated above.
- Price per 100-linear feet of additional right-of-way topographic survey, if required
- Price per ½ acre for additional topographic survey on private property, if required
- Updated LPDA elevations for those LPDA's indicated above.

The cost shall be provided in a separate sealed envelope.

1.3 Scope and Schedule

1. Topographic Survey

A topographic survey of the project limits as defined on Exhibit A. There is an estimated 6,900 linear feet of roadway/right of way and an estimated 2.0 acres of private property survey. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:

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

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

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

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

3. *Price per 1/2 acre for additional topographic survey on private property*

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

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate. The topographic survey shall be performed by an Illinois-licensed surveyor and shall be prepared per the requirements above. Anticipate three (3) meetings with Village staff to discuss project.

- a. Preliminary plan submittal (50%)
- b. Pre-Final Plans (90%) and Final Plans shall include:
 - Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan and Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)

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for Burlington Highlands Site #2

- 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. USACOE, IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work 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 and associated permitting to obtain a Stormwater Permit, USACOE and all other environmental permit approvals if applicable. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP. The Consultant shall identify all permit fees for the project. All permit fees will be paid separately by the Village.
 - f. The Consultant will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by Consultant), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.
 - g. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs or other suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.
 - h. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

- 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.

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

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

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

3. PROJECT DELIVERABLES

3.1 General

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

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

3.2 Deliverables schedule

Topographic Survey

- To be coordinated with schedule of final designs below.

Engineering Plans/Specifications:

- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due May 24, 2019.
- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due July 26, 2019.
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due August 30, 2019.
- 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 Management Eng. Services
for Burlington Highlands Site #2

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 RESPONSE



January 31, 2019

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

Proposal: Stormwater Management Engineering Services for Burlington Highlands Area #2 | SW-080-17B

Dear Ms. Behr,

Thank you for the opportunity to submit our proposal for Burlington Highlands Area #2 (SW-080-17B). We understand that being responsive to your project needs, assigning the best technical staff and communicating effectively with the Village and contractor will be critical to the successful completion of this project.

V3 has provided similar services to the Village since 2007 and we are very familiar with the Village of Downers Grove's standards and Village ordinances. All of the members of our proposed project team are located at our office in Woodridge: 7325 Janes Avenue, Woodridge, IL 60515. Our Project Manager, Dave Vogel, completed a pre-proposal field review and his observations and recommendations are included in the Project Understanding and Approach section. Dave has extensive experience in water resources engineering and drainage remediation, which makes him a valuable addition to any watershed improvement project.

Our submittal includes our project approach and understanding, proposed key staff and project schedule. We look forward to working with the Village and are available immediately to begin work. If you have any questions regarding our qualifications, please feel free to contact the proposed Project Manager, Dave Vogel at 630.729.6125 or by email at dvogel@v3co.com.

Sincerely,
V3 Companies, Ltd.

A handwritten signature in blue ink, appearing to read 'D. Vogel', written over a light blue circular stamp.

David Vogel, P.E., CFM, CPSWQ®
Project Manager

A handwritten signature in blue ink, appearing to read 'Gregory V. Wolterstorff', written over a light blue circular stamp.

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



PROJECT UNDERSTANDING & APPROACH

Project Understanding

HISTORY OF FLOODING

We understand that the Village of Downers Grove (Village) has a long history of surface and structure flooding due to stormwater runoff from intense storm events. Residences, businesses and community services such as schools and first responders are negatively impacted by recurring flooding. As part of the 2014 Stormwater Project Analysis (SPA), the Village set a goal to provide a minimum uniform standard service level of drainage infrastructure to all properties within the Village. The service level drainage events are based on the two-year and 10-year return interval, six-hour duration storm events. The two-year, six-hour event is to be served by storm sewers and the 10-year, six-hour event is to be served by a combination of storm sewers and overflow swales.

We understand that the Village would like to improve stormwater infrastructure at Burlington Highlands – Site #2 to convey the service level drainage event. This area was included as Site 2 in the SPA and a preliminary drainage study was completed by Hey & Associates in November 2018. Alternative 2 from the Hey report is the preferred alternative and includes installation of new storm sewer throughout the study area, a new outlet to the creek and stormwater storage volume to mitigate increased peak flowrates.

FULL SERVICE & SUPERIOR SERVICE

As a full-service engineering design firm, V3 is uniquely qualified to provide all of the requested professional services under one roof, without the need for sub-contracted labor. This allows us to maintain a high level of quality control and deliver a superior level of service to our clients.

Project Approach

TOPOGRAPHIC SURVEY

A topographic survey will be performed to meet the Village's requirements as described in the Request for Proposal. The survey will include approximately 6,900 linear feet within the public right-of-way and approximately 2.0 acres within private property. We will also survey boundary flags placed by our environmental staff to define existing wetland areas. If needed, additional topographic survey can be provided of public right-of-way and private property. The prices per 100-linear feet of right-of-way and per ½ acre of private property are included in the enclosed budget.

Deliverables – All tasks outlined in the RFP scope of services will be performed. Primary deliverables include:

- Topographic survey in AutoCAD Civil3D (2013 or later)
- Placement of at least two temporary benchmarks outside of construction limits

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

- Topographic survey outside of the limits shown in Revised Exhibit A: Project Area in the RFP
- Plats of easement
- Tree identification and condition assessment
- Establishment of property lines
- Section breakdown of the project area
- Legal descriptions included point-of-beginning, bearing and distance descriptions



PROJECT UNDERSTANDING & APPROACH

UPDATED DRAINAGE STUDY

V3 will perform a detailed review the SPA report and the 2018 Hey & Associates preliminary drainage study along with the detailed topography and utility information obtained during the previous task. We understand that the Alternative 2 concept plan from the Hey study is the preferred alternative for final design.

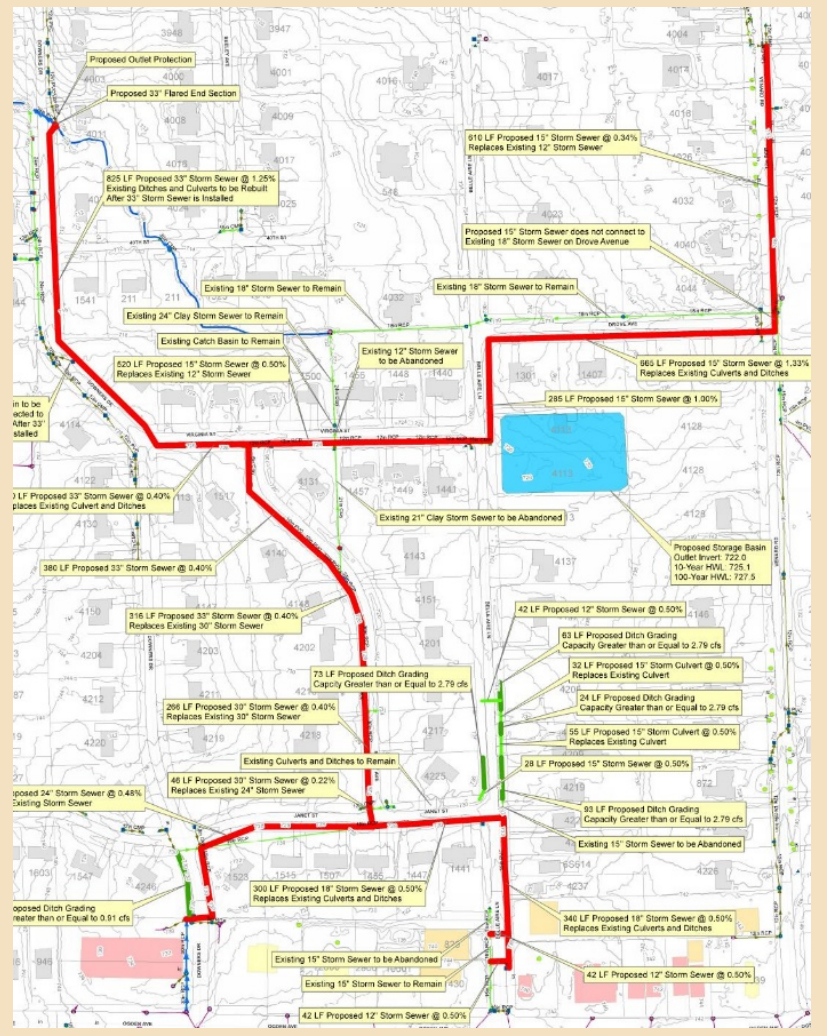
HYDROLOGIC & HYDRAULIC ANALYSIS

V3 is intimately familiar with existing drainage conditions within this study area, having created the Lacey Creek watershed XP-SWMM models as part of the 2007 Watershed Infrastructure Improvement Plan (WIIP). Our prior experience makes V3 uniquely qualified to provide final engineering design services for Burlington Highlands.

We understand that Hey & Associates has developed concept level drainage improvement projects and that the Village would like to construct concept Alternative 2. V3 will update the previously prepared XP-SWMM model of the study area as necessary to reflect site survey data collected in the previous task. We will review the concept plan and perform final design of improvements to meet the Village's Service Level Drainage Event criteria and mitigate increased downstream flowrates. The area northwest of the intersection of Belle Aire and Janet will be evaluated and proposed improvements updated as necessary to address overland flow from the east. Peak 100-year Water Surface Elevations (WSEL) for LPDAs 4, 5, 6, 7, 8, 10, 11, 12 and 13 will be re-evaluated based on the proposed improvements.

Figure 1. Detailed XP-SWMM Analysis

- V3 will update the previously prepared Hey & Associates Alternative 2 XP-SWMM model with collected survey data.
- The concept design will be reviewed, final design of improvements performed and updated LPDA elevations calculated.





PROJECT UNDERSTANDING & APPROACH

PROPOSED DOWNERS DRIVE OUTLET

During our site visit, we viewed the proposed location of a new storm sewer outlet on Downers Drive into a tributary to Lacey Creek. There appears to be sufficient open space within the ROW to construct the new outfall. However, Lacey Creek is a Waters of the U.S. / Waters of DuPage. While this stretch of waterway is not mapped regulatory floodplain/floodway on the FIRM, the addition of a new outlet to the tributary will require a delineation, a regional permit from the U.S. Army Corps of Engineers (USACE) and a wetland permit from Downers Grove.

Figure 3. Downers Drive Outlet

During our field visit we observed:

- *Lacey Creek is a Waters of U.S. / waters of DuPage*
- *Permits will be required from the USACE and Downers Grove*



ACCURATE COST ESTIMATING

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

Deliverables – Primary deliverables include:

- One (1) meeting with Village staff
- Existing & proposed conditions calculations

WETLAND / WATERS SERVICES

DELINEATION AND FIELD VERIFICATION

Lacey Creek is a Waters of the U.S./Waters of DuPage. Following the Village of Downers Grove Ordinance and the requirements for the U.S. Army Corps of Engineers (USACE), V3 will delineate the boundaries of the Waters of the U.S. and any potential wetland areas within the project limits. V3 will coordinate and schedule the wetland/Waters boundary verification with the Village of Downers Grove and/or the Village's wetland consultant. Once the identified wetland/Waters limits have been verified, V3 will prepare a technical wetland/Waters delineation report which will be required as part of the permitting process. This task also includes the submittal and coordination of State and Federal



PROJECT UNDERSTANDING & APPROACH

threatened and endangered species consultation with IDNR and U.S. Fish & Wildlife (USFWS). All of the wetland delineation data and procedural requirements of the USACE and Village of Downers Grove are included in this task. V3 can begin the field work upon notice to proceed within the 2019 Growing Season which is approximately May 15 to October 15. The estimate of completion for this task is two weeks.

USACE REGIONAL PERMIT SUBMITTAL

Lacey Creek is a Waters of the U.S. under the regulation of the USACE Chicago District. The USACE's Regional Permit Program (RPP) has a designated permit for outfall structures. Regional Permit 8 needs to be applied for and approved by the USACE. V3 will prepare the required documents and submit the USACE Regional Permit 8 application. V3 can begin this task upon completion of the proposed engineering plans. The permit preparation will take one week to submit to the USACE; however, V3 anticipates this potentially being the longest permit to obtain. The permit from the USACE can take two to four months to obtain dependent upon which USACE project manager is assigned to review the project.

VILLAGE PERMIT SUBMITTAL

The Village of Downers Grove is a Certified Community. V3 will prepare the wetland/Waters and buffer Tab portions to be inserted into the overall Stormwater Permit application submittal to the Village of Downers Grove.

NATIVE BMP PLANTING DESIGN AND 3-YEAR MAINTENANCE & MONITORING PLAN

Dependent upon the amount of disturbance, there is the potential for native plantings to be required to re-establish buffer plantings and/or stabilize the slope. Should this be required for the project, V3 will design and tailor the native planting and seed lists for the project and will prepare and submit this information with the applicable permit applications. V3 will prepare the three-year Management & Monitoring Plan (MMP) for the proposed native plantings. This document will include planting specifications and recommended annual management activities.

Deliverables – Primary deliverables include:

- Wetland / waters delineation
- USACE permit
- Wetland/waters permit from Village
- BMP Design & 3-Year MMP

PRELIMINARY PLANS, PRE-FINAL PLANS, FINAL ENGINEERING PLANS & SPECIFICATIONS

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

PRELIMINARY PLANS & COST ESTIMATES

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

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

- One pdf and two hard copies of full size, 50% design drawings
- Meeting with Village staff



PROJECT UNDERSTANDING & APPROACH

Clarifications – The following tasks are specifically excluded from V3’s scope of services for Phase 1:

- IHPA clearance

PRE-FINAL, FINAL ENGINEERING PLANS, SPECIFICATIONS & COST ESTIMATES

Once the Village has reviewed the preliminary (50%) plans and authorized V3 to proceed into pre-final engineering, we will revise the plans in accordance with the Village’s comments and add the remaining design details needed for construction. Based on our understanding of this project, we have identified potential obstacles that may be encountered during final design and our solutions to address these obstacles in **Table 1**.

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

Potential Obstacle	V3's Solution
Utility Conflicts	<p>Accurate and Complete Survey – Improve the accuracy of the utility information in the survey by coordinating with Village staff and utility companies in advance.</p> <p>Early Coordination with Private Utilities – Engage private utility design/relocation staff early to reduce project delay times by agreeing upon utility relocations prior to preparing final engineering plans.</p>
Obtaining Required Permits	<p>Continual Permit Status Tracking – By identifying required permits early and understanding the submittal requirements and typical review times, V3 will identify critical dates to submit each permit and follow up with those agencies throughout the review process.</p>
Impacts to Adjacent Properties	<p>Watermain Quality Pipe – The conceptual design for Site 2 includes installation of storm sewer adjacent to existing homes with basements. Installing watermain quality pipe in this area is recommended by V3 to reduce seepage into these adjacent basements.</p>

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

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

- IEPA-NPDES permit
- Village of Downers Grove Stormwater Permit
- Village of Downers Grove Wetland Permit
- One pdf and two hard copies of full size, pre-final and final engineering drawings
- Special provisions
- Engineer’s Estimate of Probable Construction Cost (EOPCC)
- Meetings with Village staff

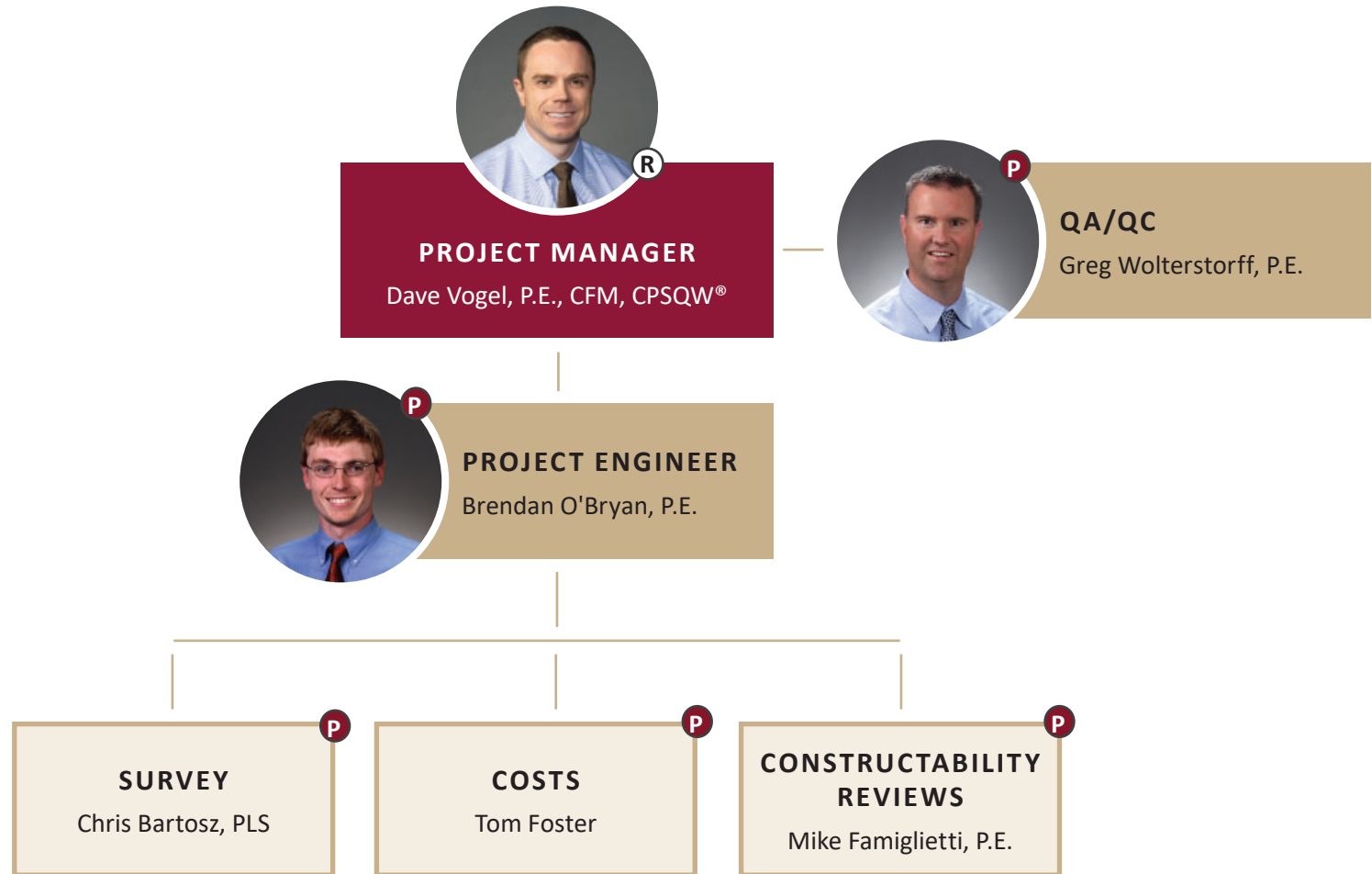
Clarifications – The following tasks are specifically excluded from V3’s scope of services for Phase 2:

- Naturalized detention basin design and monitoring and maintenance plan
- Geotechnical soil borings / pavement cores



PROJECT TEAM

Stormwater Management Engineering Services for Burlington Highlands Area #2



RESUME INCLUDED (R)

PRE-QUALIFIED STAFF (RESUMES NOT REQUIRED) (P)

DAVID VOGEL, P.E., CFM, CPSWQ®

PROJECT MANAGER



David has extensive experience in water resources engineering makes him a valuable addition to any development project. He has experience in obtaining project funding through FEMA grant applications as well as leading the public involvement process. David is trained in a variety of related software applications including ArcGIS, Microstation, HEC-RAS, XPSWMM, HEC-HMS and HydraFlow.

YEARS OF EXPERIENCE

V3: 1 | Total: 14

EDUCATION

Bachelor of Science, Civil Engineering,
University of Illinois at Chicago

Master of Science, Civil Engineering,
University of Illinois at Chicago

REGISTRATIONS

Professional Engineer: Illinois,
062-062248, 2009

Certified Floodplain Manager: Illinois,
IL-08-00372, 2008

Certified Professional in Stormwater
Quality™: 1049, 2016

Kawachinagano Japanese Gardens Expansion, City of Caramel – Caramel, Indiana | Project Engineer for this park expansion to incorporate stormwater management from an adjacent large impervious parcel with vacant industrial buildings. The park adds to the recreational amenities for the adjacent community and serves as a gateway to City Hall, the Center for Performing Arts, City Center and a mixed use development. Dave supervised XP-SWMM hydrology and hydraulics analysis.

Williston Basin Tributary Area Drainage Analysis, City of Wheaton – Wheaton, Illinois | Project Manager supervising XP-SWMM drainage analysis of a watershed with significant depressional storage areas. The focus of the analysis was to determine the area of inundation for several storm events and to identify which existing residential structures are at risk for flooding. David designed improvement projects to reduce the risk of future flooding.

Brookfield Zoo Stormwater Master Plan – Brookfield, Illinois | Project Engineer preparing a detailed stormwater master plan that provided a comprehensive roadmap for managing stormwater runoff from future development. HEC-HMS hydrologic models were prepared

for existing zoo property to provide a baseline for future permitting needs. David also prepared detailed XP-SWMM models of several critical flooding areas to evaluate the causes of flooding and design improvements to reduce the risk of future flooding.*

Flood Risk Reduction Assessments – Illinois | Project Engineer preparing XP-SWMM simulations for roadway and subdivision study areas to evaluate flooding conditions from recent storm events or the general effectiveness of existing storm sewer systems. For some projects, questionnaires were sent to area residents and used to help evaluate specific flooding concerns. The models were used to design improvements to stormwater conveyance and storage system to reduce the risk of future flooding. David conducted assessments in the following communities:*

- Downers Grove, Illinois
- Glendale Heights, Illinois
- Bartlett, Illinois
- Clarendon Hills, Illinois
- Hinsdale, Illinois
- Park Ridge, Illinois
- Bensenville, Illinois
- Winnetka, Illinois
- Buffalo Grove, Illinois
- Crystal Lake, Illinois
- Lake Bluff, Illinois



PROJECT SCHEDULE

STORMWATER MANAGEMENT ENGINEERING - BURLINGTON HIGHLANDS #2 (SW-080-17B) VILLAGE OF DOWNERS GROVE

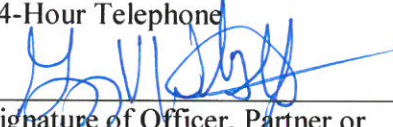
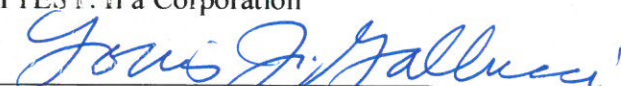
Task	MAR	APR	MAY	JUN	JUL	AUG
Notice to Proceed	█					
Topographic Survey	█	█				
Updated Drainage Study		█	█			
50% Plans			█	█		
90% Plans				█	█	
100% Plans						█
Meetings	█		█	█		█

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
V3 Companies, Ltd. _____ Company Name	Date: January 21, 2019 _____
7325 Janes Avenue _____ Street Address of Company	dvogel@v3co.com _____ Email Address
Woodridge, IL 60517 _____ City, State, Zip	David Vogel _____ Contact Name (Print)
630.724.9200 _____ Business Phone	630.936.3792 _____ 24-Hour Telephone
630.724.9202 _____ Fax	 _____ Signature of Officer, Partner or Sole Proprietor
	Gregory V. Wolterstorff, Vice President _____ Print Name & Title
ATTEST: If a Corporation	
	
_____ Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2



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: Gregory V. Wolterstorff

ADDRESS: 7325 Janes Avenue

CITY: Woodridge

STATE: Illinois

ZIP: 60517

PHONE: 630.724.9200 **FAX:** 630.724.9202

TAX ID #(TIN): 36-3252440

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: 

DATE: January 21, 2019

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

PROPOSER'S CERTIFICATION

Stormwater Management Eng. Services
for Burlington Highlands Site #2 SW-080-17B Area 2

With regard to _____, proposer _____ V3 Companies, 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 Management Eng. Services
for Burlington Highlands Site #2

BY: Louis J. Gallucci
Proposer's Authorized Agent

36 - 32 52 44 0

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 27th day of February, 2019

Notary Public



State of Illinois
County of DuPage

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of
Illinois _____, which operates under the Legal name of
V3 Companies, Ltd. _____, and the full names of its Officers are as

follows:

President: Robin L. Petroelje Robin L. Petroelje

Secretary: Louis J. Gallucci _____

Treasurer: Patrick R. Kennedy _____

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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
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(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 Willis of Illinois, Ltd.

Agent Moreen Kornacki

Street Address 233 South Wacker Drive, Suite 200

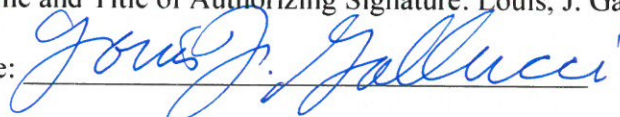
City, State, Zip Code Chicago, IL 60606

Telephone Number 312.288.7466

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

Print Name of Company: V3 Companies, Ltd.

Print Name and Title of Authorizing Signature: Louis, J. Gallucci, Executive Vice President

Signature: 

Date: February 27, 2019

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

Apprenticeship and Training Certification

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

Name of Bidder: V3 Companies, Ltd.

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

Not Applicable - this is a design RFP and V3 will not be performing maintenance or construction

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

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

Signature: 

Date: January 21, 2019

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

Suspension or Debarment Certificate

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

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: V3 Companies, Ltd.

Address: 7325 Janes Avenue

City: Woodridge Zip Code: 60517

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

E-mail Address: gwolterstorff@v3co.com

Authorized Company Signature: 

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

Date: January 21, 2019

Village of Downers Grove – Stormwater Management Eng. Services
for Burlington Highlands Site #2

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

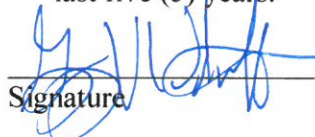
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

- Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Gregory V. Wolterstorff, Vice President
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



FEE PROPOSAL
(INCLUDED IN SEPARATE ENVELOPE)



UNITED STATES | CANADA | HAITI | V3CO.COM

VISIO, VERTERE, VIRTUTE | THE VISION TO TRANSFORM WITH EXCELLENCE

Project Location Map

SPA Area #2

Burlington Highlands (40th and Downers)

