

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

SUBJECT:	SUBMITTED BY:
Engineering Services for Stormwater Local Drainage Project #16 Hobson Triangle	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for engineering and survey services to WBK Engineering, LLC in the amount of \$117,996.66 for engineering services for stormwater local drainage project #16, Hobson Triangle (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 \$120,000 from the Stormwater Fund (Page 4-29, Line 21) for this project.

RECOMMENDATION

Approval on the March 5, 2019 Consent Agenda.

BACKGROUND

The project area bounded by Hobson Road, Belmont Road, and 63rd Street was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage". A project location map is attached. There are several contributing factors of flooding within this area including areas of flat topography, absence of storm sewers in some areas, many homes are on septic systems and this areas seems to have a high water table. To address these issues the Engineering Division reviewed proposals from seven (7) pre-qualified engineering firms to complete a topographic survey, engineering computations, permitting, and preparation of construction drawings to improve drainage.

After reviewing the proposals, WBK Engineering LLC was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to WBK Engineering LLC 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 WBK Engineering, LLC, in the amount of \$107,269.69 plus a \$10,726.97 contingency for a total not-to-exceed amount of \$117,996.66 for stormwater local drainage project #16, Hobson Triangle (SW-080).



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a professional engineering and survey services contract with WBK Engineering, LLC, in the amount of \$107,269.69 plus a \$10,726.97 contingency for a total not-to-exceed amount of \$117,996.66 for stormwater local drainage project #16, Hobson Triangle (SW-080).

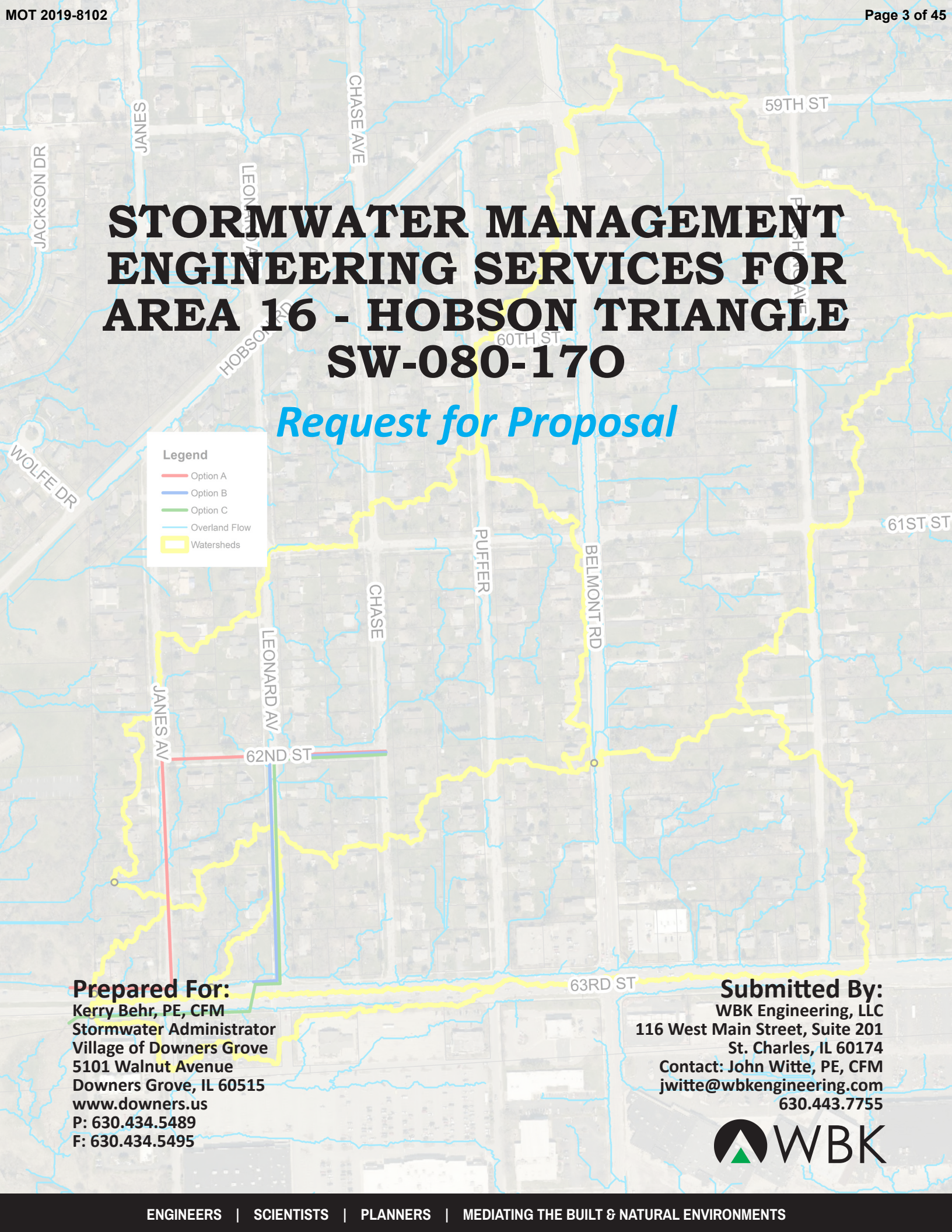
RECORD OF ACTION TAKEN:

STORMWATER MANAGEMENT ENGINEERING SERVICES FOR AREA 16 - HOBSON TRIANGLE SW-080-170

Request for Proposal

Legend

- Option A
- Option B
- Option C
- Overland Flow
- Watersheds



Prepared For:
 Kerry Behr, PE, CFM
 Stormwater Administrator
 Village of Downers Grove
 5101 Walnut Avenue
 Downers Grove, IL 60515
 www.downers.us
 P: 630.434.5489
 F: 630.434.5495

Submitted By:
 WBK Engineering, LLC
 116 West Main Street, Suite 201
 St. Charles, IL 60174
 Contact: John Witte, PE, CFM
 jwitte@wbkengineering.com
 630.443.7755



Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: WBK Engineering, LLC

Project Name: Stormwater Management Engineering Services for Hobson Triangle

Proposal No.: SW-080-170

Proposal Due: Friday, January 25, 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: Thursday, January 10, 2019

This document consists of 28 pages.

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

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

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

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

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

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

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

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

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and one additional copy in electronic format of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

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 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

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

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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. Intentionally left blank

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 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

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state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

28. NOTICE

- 28.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

29. COOPERATION WITH FOIA COMPLIANCE

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

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III. DETAIL SPECIFICATIONS

1. REQUEST

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

1.2 Project Description

As part of the 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." Per the SPA, the 2-year, 6 hour event is to be served by new storm sewers. The 10-year, 6 hour event is to be served by a combination of storm sewers and overflow swales or ditches. The full report with details can be found at:

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

One of the projects identified in the 2014 Stormwater Project Analysis is Site 16, Hobson Triangle Area.

A preliminary drainage study was completed by Robinson Engineering. A CD with a copy of the drainage study will be available at Village of Downers Grove Public Works after noon on Friday, January 11, 2019 to pick up if desired.

One of the problem areas identified is a low point near the intersection of 62nd (extended) and Puffer. This low point is served by undersized storm sewer draining to the west through private property and then south along Chase. The drainage study has some preliminary analysis of the drainage/stormwater management for this area. It identified undersized storm sewer segments, established tributary areas, etc. A number of proposed alternatives have been preliminarily evaluated. At this time, the Village is requesting proposals for engineering design services for the Hobson Triangle Area – Phase 1, as shown on Exhibit A. The North Drainage Area and Phase 2 of Robinson Engineering Drainage Study (Level of Service ditches and storm sewers throughout the Hobson Triangle Area) are not included in this proposal.

Solutions may include, but are not limited to:

- New and/or upsized storm sewer/ditches to collect and convey runoff from the low area on Puffer Road
- New storm sewer and ditches on 62nd Street, Leonard, and/or Janes
- New/upsized storm sewer on 63rd Street to the wetland east of I-355.
- Storage volume to offset increased flow downstream
- Flood-proofing recommendations for select residents.

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

1. Topographic survey of study area specified in Exhibit A which shall include sufficient survey of the problem areas and downstream areas to install proposed storm sewer/ditches and establishment of overland flow routes.
2. Conceptual plans (max 2 options), Preliminary plans (50%), pre-final plans (90%), final engineering plans and specifications, permit submittals, and cost estimates for the project area 16.

1.3 Scope and Schedule

1. Topographic Survey

A topographic survey of the project limits as defined on Exhibit A. There is an estimated 3.700 linear feet of roadway/right-of-way survey required and approximately 2.0 acres of private yard survey.

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

- Reference lines parallel to right-of-way lines. Base lines stationing south to north and west to east.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a minimum 15-foot width (or greater if specified) of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). The survey shall include a minimum of 25-feet beyond the right of way on the south side of 63rd Street Right-of-way. 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.

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- Supply detailed information for all storm and sanitary sewer structures, pipes, culverts, end sections, etc., water valves, hydrants, etc. within survey limits, and nearest downstream structure outside of survey limits.
 - Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation, and elevations of roadway and driveway pavement over culverts.
 - Locations and identification of all above ground features; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
 - Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
 - Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
 - Contour lines plotted throughout the project with high points or low points indicated between similar contours.
 - Providing compatible drawing files (AutoCAD Civil3D 2013 or later) on compact disk or other media approved by the Village.
 - Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
 - Placement of at least two temporary benchmarks located outside the limits of construction at each final design site area.
 - Identify/locate all utilities within the rights-of-way
2. *Price per 100-linear feet of additional right-of-way topographic survey*
 3. *Price per ½ acre for additional topographic survey on private property*
 4. *Conceptual Plans*

Desired activities shall include:

- Conceptual level plans/exhibits/cost estimates showing proposed improvements within the drainage area (maximum of two alternatives).
 - Identify potential grant opportunities for implementation of any the proposed solutions.
 - Identify permits or agency approvals and estimated fees and submittal requirements that may apply to each proposed solution along with pros/cons associated with each solution.
 - Include two (2) meetings with Village staff
5. *Preliminary Plans/Pre-Final Plans/Final Engineering/Plans/Specifications*
- The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, permit submittals, and cost estimate. The topographic survey shall be performed by an Illinois-licensed surveyor and shall be prepared per the requirements above.

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- a. Preliminary plan submittal (50%)
- b. Pre-Final Plans (90%) and Final Plans shall include, as appropriate, but may not be limited to:
 - Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan and Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work
- c. Cost estimate for conceptual plans, 50%, 90% and final plans.
- d. Specifications and Special Provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.
- e. Permit Submittals - Application for any required permits (i.e. IEPA, USACE, Illinois Tollway, DuPage County Stormwater Management, Woodridge, DuPage County DOT, VODG, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work (if required) to secure a stormwater permit from the Village of Downers Grove, as a complete waiver community. The Consultant must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal, including potential wetland delineation/determination and submittals. 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 for by the Village.
- f. Prepare easements for proposed storm sewer through private property (up to 4 maximum).
- g. The Consultant will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of plans, special provisions and specifications as may be required, which will be provided by Consultant), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.

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- h. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.
- i. The Consultant 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.
- j. Include 2 additional meetings with Village staff for plan preparation.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

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

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

The proposals shall be succinct, and directly relevant to this project. **Maximum number of pages for consultant generated proposal shall be approximately 10 single sided or 5 double sided.** Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included. Also, please identify the physical location of the project team members.

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER **than the time and date set forth on Page 1 of this RFP**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

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

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall

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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, as appropriate for each component:

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

3.2 Deliverables schedule

Topographic Survey

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

Final Design:

- One (1) hard copy and (1) electronic copy of conceptual plans and Engineer’s Opinion of Probable Cost (EOPC) due April 12, 2019
- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer’s Opinion of Probable Cost (EOPC) due April 26, 2019

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- One (1) hard copy and (1) electronic copy of 90% plan set, special provisions, and EOPC due May 24, 2019
- One (1) hard copy and (1) electronic copy of 100% plan set, special provisions, and EOPC due June 14, 2019
- One (1) CD or flash drive containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.

4. CONTACTS

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

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

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

Exhibit A: Survey Map



January 24, 2019

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



**Re: Stormwater Management Engineering Services for Hobson Triangle
No. SW-080-170**

Dear Ms. Behr:

WBK Engineering, LLC (WBK) is pleased to provide you with our proposal for the Stormwater Management Engineering Services for Hobson Triangle. We are excited for the opportunity to further this project towards permitting and construction of a trunk storm sewer line that will serve the south watershed in Hobson Triangle. The trunk line is the first of two phases in Hobson Triangle that will bring the entire area up to the Village's level of service standards. Our team includes engineers who worked on the original 2014 Stormwater Projects Analysis, as well as engineers who have worked with the Village on a similar drainage project at Hitchcock. Additionally, engineers from our transportation group will be involved to assist with the quality assurance aspect of the plan set. Therefore, the Village can be assured the team has a thorough understanding of both the stormwater challenges facing the Village, and that our plan set will be clear and concise, leading to successful construction.

I, John Witte, PE, CFM, will be the principal point of contact. I have successfully completed stormwater investigation and design projects to alleviate residential flooding, including the recent project near Hitchcock Avenue in Downers Grove. Brent Pottorff will provide quality assurance for the roadway plan preparation. He has 35+ years of experience in roadway design. Brett Hanson, PE will be the primary stormwater design engineer. His modeling and engineering plan set development work with the Village makes him well suited to efficiently develop the conceptual drainage alternatives and prepare the final engineering plans. Brett has robust experience in both stormwater design and forensic studies of existing systems, and he is familiar with common drainage issues within the Village.

WBK has worked with many municipalities within northeastern Illinois on local drainage projects, and we understand the challenges associated with shrinking municipal budgets. Therefore, the Village can be assured that WBK will investigate, design, and permit the most cost effective solution. The enclosed information illustrates the qualifications and experience our team will provide to successfully complete the topographic survey, drainage study, and engineering design and permitting. We are very excited about this opportunity, and we would be honored to continue our partnership with the Village of Downers Grove, working together to develop stormwater solutions and roadway improvements for Village residents. If you have any questions, or require any additional information, please contact me at 630.443.7755. We would appreciate the opportunity to meet with the Village staff to discuss our qualifications for this exciting project. Thank you for your consideration of WBK.

Sincerely,
WBK ENGINEERING, LLC

A handwritten signature in black ink that reads "John W. Witte".

John W. Witte, PE, CFM
Water Resources Practice Lead

WBK Engineering, LLC
WBKEngineering.com



Part of the Mno-Bmadsen Family

St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

PROJECT UNDERSTANDING

WBK Engineering LLC (WBK) understands that the Village of Downers Grove (Village) is requesting stormwater management engineering services for Phase I of the Hobson Triangle Area stormwater improvements. The subject area is located west of Belmont Road, south of Hobson Road, and north of 63rd Street. The goal of the Phase I improvements is to provide a trunk line sewer that meets the service level drainage event and any required storage in order to obtain permits for the stormwater infrastructure improvements. The trunk line will serve a portion of the Hobson Triangle Area that drains south towards 63rd Street. Within this area, only Leonard Avenue and the west side of Puffer Road south of 62nd Street meet the service level requirements. The objective of the contract is to develop conceptual plans for the Phase I trunk sewer before preparing preliminary and final engineering plans, specifications and estimates for the preferred alternative. WBK will also prepare all required permit submittals as a part of final engineering.



We understand the lack of drainage infrastructure meeting the Village's service level goals and the resulting direct impact to the residents. WBK understands that the implementation of the Phase I improvements is critical to meeting stormwater goals in the Hobson Triangle Area and that Phase II improvements must function in conjunction with the trunk sewer and stormwater detention. WBK has reviewed the Drainage Study prepared by Robinson Engineering and understands each of the three proposed options.

Due to the fact that Options A and C:

- Include coordination with multiple stakeholders (Tollway, the Village of Woodridge, and Woodview Homeowners Association).
- Require offsite detention and possible wetland permitting through the US Army Corps of Engineers, and
- DuDOT would prefer not to replace the 36" culvert under 63rd Street.

Option B seems to be the most plausible.

WBK recommends a more detailed analysis of the drainage system, especially at Belmont and the extension of 62nd Street, and also the calculation to determine detention required to prevent increases in discharge downstream. The 40+ acres of tributary area east of Belmont may drain south down Belmont, or west to Hobson, or a combination of both (split flow). Understanding the existing drainage pattern may reduce the 10 year discharge to Hobson Triangle (67 and Chase), and subsequently the required size of the trunk sewer. Also, it is not clear from the report the rationale for the required 8 acre feet of storage. Detention storage will be required to maintain the peak discharge (storm sewer and overland flow) at the outlet point. For option B, this would equate to attenuating the peak discharge between the 24" storm sewer in 63rd street north right of way and the proposed 36" pipe. This would equate to approximately the loss in depressional storage within yards and right of ways served by the storm sewer system due to less surcharging of storm sewers between existing and proposed conditions.

PROJECT APPROACH

The scope of work can be divided into three main tasks with a detailed description of the approach for each task listed below:

1. Topographic survey
2. Conceptual plans
3. Final engineering with permitting, plans and specifications

Topographic Survey

In support of the preparation of hydrologic and hydraulic models and future final engineering plans, a topographic survey will be required. The topographic survey shall be performed to include information necessary to support a constructible plan set and meet the Village's requirements as outlined in the request for proposal. The survey shall include approximately 3,700 lineal feet of right of way and 2 acres of private yard survey. The right of way survey will include; full topographic survey of 62nd Street extended from Belmont Road to Janes Avenue, Leonard Avenue and Janes Avenue from 62nd Street to 63rd Street and 63rd Street from Leonard to the I-355 on/off ramps. The survey shall include; located buried/ marked utilities (gas, electric, telephone), utilities including storm and sanitary, ground features (mailboxes, utility poles, driveways, culverts, sidewalks), and landscape materials (i.e. bushes, trees, flower beds, etc.). The survey shall be in NAVD 88, and NAD 83 vertical and horizontal datums, respectively. The survey shall also include the establishment of two temporary benchmarks within the study area. The deliverables included in this task include:

- Copies of all field notes.
- AutoCAD (Civil3D) drawings and support files of survey data including surface data, and PDF documents.
- Placement of two temporary benchmarks located outside the limits of construction
- Setting of sufficient permanent control points on the baseline at 100' intervals.

Items not included in the Topographic Survey scope of services include:

- Legal descriptions, plats, or boundary surveys.
- Tree identification.
- Survey outside the limits specified in the request for proposal.

Conceptual Plans

The conceptual modeling, plans, and cost estimates will provide information to Village staff that will allow them to make an informed and cost effective decision on the trunk sewer design for the south Hobson Triangle storm sewer. The proposed improvements will provide a systematic approach to addressing flooding issues with the proposed solutions raising the level of protection for the subject area to pass the Service Level Drainage Event.

The conceptual plans will include six main tasks:

1. Create updated existing conditions models
2. Develop and model two proposed conditions alternatives
3. Develop exhibits and cost estimates for proposed alternatives
4. Identify potential grant opportunities
5. Identify permits and agency approvals and associated fees and pros/ cons associated with each solution
6. Meetings with Village staff

Review of Hydrologic and Hydraulic Modeling of Existing Conditions

WBK has reviewed the drainage study for the Hobson Triangle Area prepared by Robinson Engineering and understands the methodology of their study. In order to design proposed alternatives that can be permitted WBK will create a new existing conditions model for the area tributary to 63rd Street that will be served by the proposed trunk storm sewer. This existing conditions model will incorporate the WBK survey information into the storm sewer network and be used to compare against the proposed alternatives to ensure that proposed improvements meet DuPage County and Village stormwater requirements. WBK will run the service level drainage event storms through the existing network and not simply use traditional storm sewer rational method design methodology. Utilizing this methodology instead of the standard rational method may reduce the construction costs within Hobson Triangle and free up additional money for drainage projects in other areas.

A critical part of the updated existing analysis will be determining where the large off-site area east of Belmont enters Hobson Triangle. There is a sag location near 6200 Belmont Road which either overtops the high point in west curb line and flows south, or overtops the curb and sidewalk and flows west through sideyards to 62nd Street. There is also a chance that flows split at this location. Determining the direction and amount of flow in each direction from this large off-site area will be critical in determining potential storage locations and requirements.

Develop & Model Proposed Conditions Alternatives

We agree with the statement in the Drainage study by Robinson that additional detailed topographic analysis and use of a dynamic model such as XP-SWMM would be used to optimize the drainage system. WBK will use the existing conditions hydrologic calculation results to test the proposed alternative(s) which will be able to convey the “Service Level Drainage Event”. The goal of the improvements is to design a trunk sewer that will bring the drainage infrastructure up to the Village standard of carrying 10-year, 6-hour storm through the storm sewer. The entire 10-year, 6-hour event will be conveyed in a storm sewer due to limitations within the right of way for new ditches. Permitting is another critical factor in developing proposed alternatives. Proposed improvements must meet DuPage county and Downers Grove stormwater requirements as well as possibly Woodridge. Stormwater storage will be required to offset the increase in storm sewer conveyance and discharge to 63rd Street as well as the loss of depressional area storage upstream in the Hobson Triangle.



Demonstrating that the proposed improvements do not increase discharges outside the Village limits will be required to protect the Village against any future litigation. The modeling will be an important tool in demonstrating that the improvements will not increase discharges downstream.

Develop Exhibits and Cost Estimates for Proposed Alternatives

As part of the proposed condition analysis, we will prepare conceptual exhibits and concept level cost estimates for the option(s). Through our previous work with the Village, and our recent experience in preparation of final engineering plans and construction engineering, we can prepare detailed exhibits and accurate cost estimates for the proposed improvement.

Identify Potential Grant Opportunities

Through our experience on similar projects, a few grant opportunities may be available and will be explored. We have assisted many of our municipal clients in obtaining grants for municipal projects and understand the requirements the project must meet in order to be eligible for such grants.

Identify Permits and Agency Approvals, Fees, and Pro's/ Con's

Through the conceptual design, WBK will assess the required permits and agency approvals for construction of the alternatives. The permitting requirements, fees, constructability and costs will be included in assessing the pros and cons of each alternative to assist the Village in making an informed decision on the recommended alternative.

Meetings with Village Staff

There will two meetings with Village staff during the conceptual planning phase. The first will be a project kickoff meeting to discuss the Village's view on the Robinson Engineering report and their concerns and desired outcomes for the project. The results of the hydrologic and hydraulic analysis and conceptual projects development and evaluation analysis will be presented to Village staff at the second meeting. In preparation for this meeting, WBK will provide Village staff analysis summary notes, in bullet point form, to clearly and concisely summarize the analysis of the proposed alternatives. The notes will include information on existing conditions, proposed conditions, estimated costs, potential grants, required permits, and a table of pros and cons for the alternatives. The notes and conceptual level plans will be sent to Village staff prior to the meeting.

Deliverables under the Conceptual Plan task include:

1. Conceptual drainage plans and a design memorandum summarizing the analysis and identifying potential grant opportunities and required permits.

This task does not include design of modifications to the Woodview Homeowners Association detention basin or outlet, or the wetland area at the SE corner of the intersection of I-355 and 63rd Street.

Final Engineering with Permitting, Plans, and Specifications

Based upon results of the hydrologic and hydraulic analysis, conceptual plans, conceptual cost estimates, and coordination with the Village, WBK will prepare final engineering plans, permits, and specifications for construction of the selected alternative. This task includes several items including;

- a) Final Engineering Plans
- b) Cost Estimates (including 50%, 90%, and 100% plans)
- c) Specifications and Special Provisions
- d) Permit Submittals
- e) Easement preparation
- f) Request for Information (ROI)/ bidding assistance

Final Engineering, Plans, Permitting, and Specifications

Drainage Improvement Project Plans

WBK will develop a concise, thorough and complete construction plan set for proposed drainage improvements within the study area. The project team has extensive experience in preparation of plan sets for municipal urban drainage improvements, therefore the Village can be assured that the delivered plan sets will contain the necessary information for successful construction of the proposed improvements. Throughout the design process, WBK will prepare 50%, 90%, and 100% plan sets for Village review to ensure the plans meet the expectations and goals of the project along with requirements of the Village. The plans and specifications will reference the Illinois Department of Transportation's Standard Specification for Road and Bridge Construction (SSRBC). WBK will also prepare special provisions for all items that do not conform to the IDOT's SSRBC, or other items required through coordination with the Village. The plans will meet the goal of providing bidding and construction documents for construction of the trunk line sewer along with construction of ditches that are easily maintained.

Quantity Calculations & Cost Estimate

WBK's variety of recent work developing construction plan sets and cost estimates, as well as providing construction engineering services for projects in Northeast Illinois provides us an advantage in developing a detailed and accurate cost estimate for the proposed improvements. WBK utilizes current bid tabulations to determine unit costs to deliver an accurate cost estimate. Our recent experience on storm sewer improvement projects for Area 12 in Downers Grove and Ward 1 and Area 3 in Batavia give us experience on current construction pricing in the area. Along with the plan sets, WBK will deliver 50% and 90% cost estimates for Village review prior to completion of the final plans and construction cost estimate. WBK's estimate of cost for the Hitchcock improvements was within 6% of the bid estimate.

Drainage Improvement Project Specifications

WBK will develop a special provisions document which will define the construction requirements for items not covered by IDOT Standard Specifications for Road and Bridge Construction. WBK recently completed specifications for Hitchcock Avenue, a similar sewer reconstruction project and will again work with the Village to ensure the specifications cover the specific construction requirements and preferences. WBK will deliver specifications at the 90% and final plan stages.

Permitting Activities

Permitting requirements will be dependent on the drainage option selected (A, B, or C). At a minimum, permits will be required from the Village of Downers Grove, for stormwater management. The stormwater permit will follow the guidelines of the DuPage County Countywide Stormwater and Floodplain Ordinance (Ordinance), and demonstrate that the stormwater design meets the requirements of the Ordinance. WBK is well versed in the Ordinance and have demonstrated experience in preparing and securing Stormwater permits for projects within the Village of Downers Grove and DuPage County. The drainage option selected by the Village will determine the permits required. A summary is as follows:

For Option A, we anticipate additional permit applications will be required from DuPage County Division of Transportation (DuDOT), The Village of Woodridge, and US Army Corps of Engineers (USACE).

For Option B, we anticipate additional permit applications will be required from DuDOT.

For Option C, we anticipate additional permit applications will be required from DuDOT, the Illinois Tollway, and USACE.

Since all 3 options drain towards a Waters of the US wetland south of 63rd Street and adjacent to Prentiss Creek, we do anticipate that a wetland submittal will be required, regardless of which option is selected. At a minimum, wetland determinations may be performed as a part of the permitting process as well as a hydroperiod analysis to document that there are no changes in hydrology to the wetland.

WBK anticipates the presence of wetlands and Waters of the U.S. within the project area. A wetland delineation will be performed meeting the requirements of the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and the 2010 Midwest Regional Supplement, as well as the DuPage County Countywide Stormwater & Flood Plain Ordinance.

We will field delineate and flag the limits of all wetlands within the project area. The points will be surveyed. WBK will arrange a wetland boundary verification meeting with DuPage County Stormwater Management or the Village's wetland consultant. We will prepare a Wetland Delineation & Assessment Report detailing the type and size of the wetlands, their floristic quality, and their overall characteristics and include routine wetland delineation forms with the report.

USACE Permit Application

For options A or C, WBK anticipates the need for a USACE Regional Permit for the stormwater improvements. The site appears to drain to the southwest towards the East Branch DuPage River. In the event that Waters of the U.S. or wetlands are impacted by the proposed project a USACE Regional Permit will need to be obtained. WBK will prepare a Joint Permit Application for a Regional Permit for the stormwater drainage improvements. We will prepare a wetland impacts exhibit and all required documentation for the USACE regional permit program. We will also prepare consultation requests for the IDNR EcoCAT (\$127.94 fee) T&E species coordination, a USFWS Section 7 Threatened and Endangered Species Summary for Consultation, and we will submit an IHPA Section 106 consultation as required by the USACE Chicago District. A hydroperiod analysis of the storm sewer discharge to the wetland will be prepared to demonstrate the change in duration of inundation. A hydroperiod analysis of the East Branch of the DuPage River is not included in this scope.

Kane DuPage Soil and Water Conservation District Permit Application

In the case that a USACE permit is needed, we have included in this task the preparation of the Kane-DuPage Soil and Water Conservation District (KDSWCD) Soil Erosion and Sediment Control (SESC) Plan Application. We will provide KDSWCD with the SESC Plan Application, a description of the project, and copies of the engineering plans for their review. We will address a maximum of two rounds of comments and work with them on approval of the project. The application fee required by KDSWCD is not included in this proposal.

DuPage County Division of Transportation Highway Permit

This task includes preparation of a highway permit for DuPage County Division of Transportation (DuDOT) for storm sewer improvements within the right of way of 63rd Street. The permit application process requires attendance at several meetings including; an Economic Development and Planning Meeting, and a Preliminary Site Development Meeting, and an assumed three coordination meetings to address any comments on the plans. This task also includes preparation of a Highway Permit form, a construction schedule, and stormwater report. Additional work effort required for plan preparation include adding DuDOT standard specifications and details, and inclusion of a Traffic Control Plans (TCP) for construction of the improvements. We anticipate the TCP's will require 8 plan sheets in the engineering plan set due to the side streets and the signal at Leonard Avenue. We assume a traffic study, intersection design study, and plat will not be required, and that no modifications of traffic signals, landscaping, lighting, or monument signage along 63rd street will be required. Our proposal does not include application fees.

Deliverables for this task include completed Highway Application, Traffic Control Plans, specifications and details in plan set, and construction schedule.

Village of Woodridge Stormwater Permit

This task will be required for Option A whereas the storm sewer will discharge to the existing stormwater basin at the NE corner of the intersection of I55, and 63rd Street. This task will include preparation and submittal of a stormwater report for the improvements to the Village of Woodridge to demonstrate that the design meets the requirements of their Ordinance. This does not include any agreements or intergovernmental coordination between the Village of Downers Grove and the Village of Woodridge.

Coordination with the Tollway

Any work within the Illinois State Toll Highway Authority (Tollway) will require coordination and submittal of a permit application. WBK will coordinate plan submittals and applications to the Tollway for concurrence on design including preparation of a Concept Drainage Report (CDR). We assume an abbreviated CDR will meet the approval of the Tollway since the proposed design includes removal and replacement of an existing storm sewer outfall and not a new design

and outfall. The abbreviated CDR will include drainage calculations, drainage maps and exhibits, executive summary, design criteria, proposed drainage conditions and floodplain evaluation per the Illinois Tollway Drainage Design Manual. We assume the wetland delineation and report prepared for the USACE submittal will meet the requirements of the ISTHA per the Environmental Evaluation Document. We estimate one round of reviews for these documents.

Easement Preparation.

Our surveyor will prepare up to four easement documents for utility easements through private property.

Meetings and Coordination

WBK Engineering has included two additional two meetings during the preparation of the construction plans, specifications, and cost estimates in order to keep the Village informed on project progress and discuss Village comments. WBK will ensure qualified personnel are available to answer any questions pertaining to the delivered plan set or specifications during the bidding and construction process. WBK will not perform any construction administration or observation duties under this contract. WBK will provide the final project deliverables by the scheduled completion date June 14, 2019, as well as hitting the scheduled project deadlines for interim aspects of the project.

Deliverables under the Final Engineering Plans, permitting, and specifications task include:

1. Final Engineering plans and cost estimates submitted to the Village at 50%, 90%, and 100% completion.
2. Specifications and special provisions (submitted at 90% and 100% plan completion)
3. A digital copy of all Final Project files, drawings, and all supporting calculations, models, and documents.
4. Submittal of a stormwater permit applications to Village of Downers Grove and permit application to DuDOT
5. Personnel available to answer questions throughout bidding and construction.
6. USACE Permit Application and Kane DuPage SWCD coordination (if required)
7. Village of Woodridge stormwater permit application (if required)
8. DuDOT Highway Permit Application with TCP sheets.
9. Preparation of abbreviated Concept Drainage Report and Environmental Evaluation Document (if required)

Items not included in the scope of services include:

1. IHPA consultation
2. Geotechnical Study

WHY CHOOSE WBK:

Successful completion of the project will require selection of an engineering firm that can:

- Determine the most cost effective solution for the Village to provide a trunk sewer through the south part of Hobson Triangle with the goal of meeting the service level drainage criteria and the Villages and other regulatory agencies permitting requirements.
- Prepare an accurate and “constructible” set of plans and specifications.

WBK meets these two requirements in the following manner.

WBK has an unparalleled understanding of the Village’s stormwater management goals due to the fact that we worked with the Village in development of the Village’s 2014 Stormwater Project Analysis Study. WBK worked with the Village in defining the service level drainage event and have worked with the Village in designing conceptual projects along with the improvements on Hitchcock to meet the service level drainage event. We have also thoroughly reviewed the Drainage Report and plans prepared by Robinson Engineering for the Hobson Triangle Area, and believe there are opportunities for cost savings while still providing the level of protection desired by the Village. Based on our experience, the Village can be assured that the drainage infrastructure will meet the service level drainage event.

WBK has completed roadway reconstruction and rehabilitation projects for many municipalities within Northeast Illinois. These clients include Kane County Division of Transportation, McHenry County Department of Transportation, DuPage County Public Works, The City of St Charles, The City of Geneva, The City of Batavia, The City of Elgin, and The City of Aurora. This experience enables us to prepare an accurate and “constructable” set of plans.

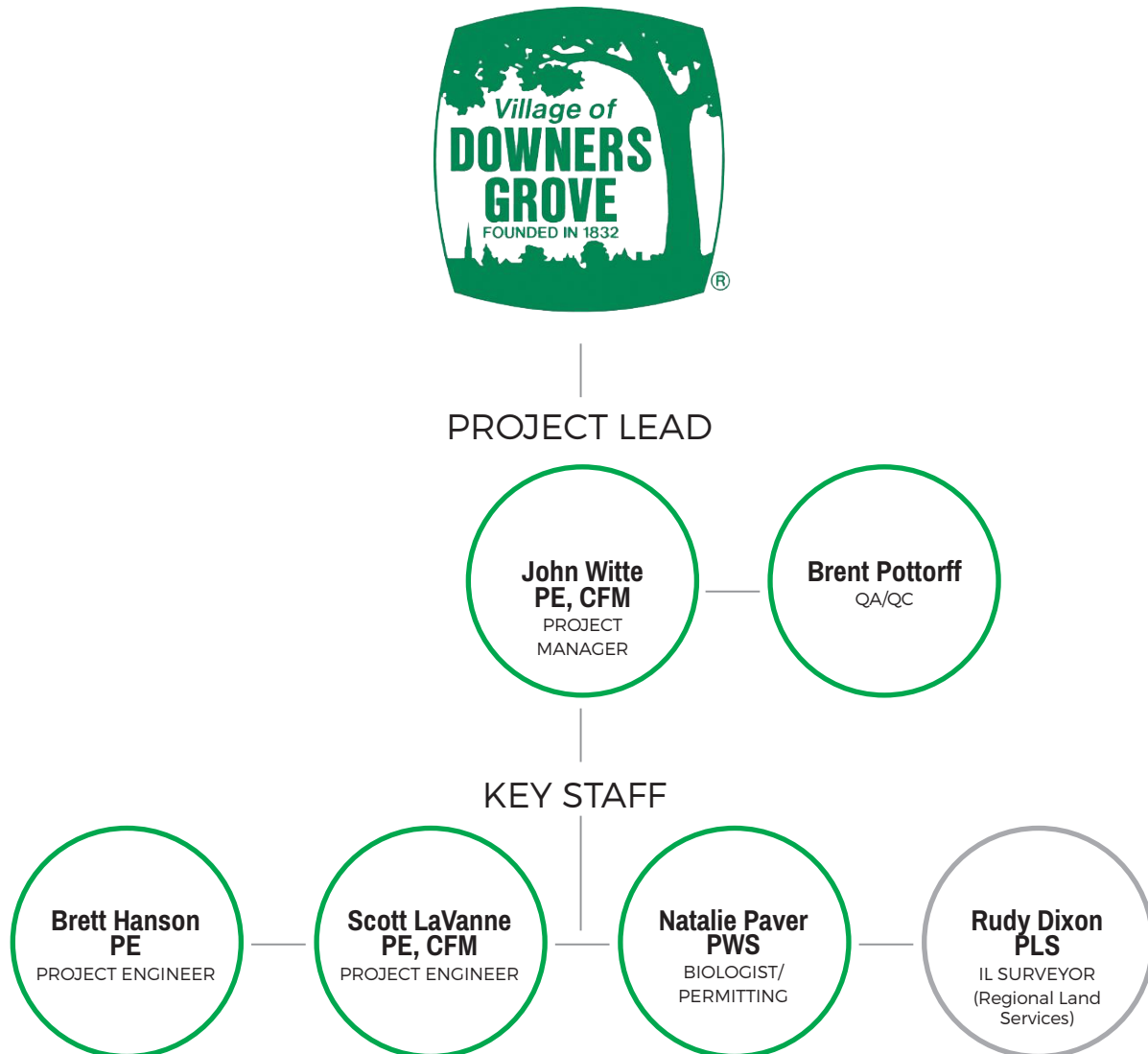
All plans and design aspects will be coordinated and checked by Brent Pottorff. Brent has over 35 years of design experience in design and permitting of roadway infrastructure projects. His attention to detail and insight into project completion including coordination with utilities, and construction staging is exemplary. Brent’s experience includes work on Bliss Road over Blackberry Creek in which the County Roadway engineer overseeing the construction contract stated **“this project has been smooth and one of**

the easiest construction jobs here thanks to your high quality plan set. The Phase 3 engineer also complimented your plan set saying it was one of the tightest they had ever seen.”

In summary, WBK has prepared drainage studies and engineering plans and specifications for many roadway projects in Northeastern Illinois. We are familiar with the policies and preferences of the Village, and are committed to timely completion of the deliverables. We understand a quality stormwater design that will convey the Service level event while still providing the adjacent residents a project that alleviates flooding is the ultimate goal.

PROJECT TEAM ORGANIZATION

Since 2014, WBK has continued to support the Village in assessing potential property acquisitions within the context of the 2014 Stormwater Project Analysis Report. Our project team for the Stormwater Management Engineering Services project includes Brett Hanson, who has worked with the Village since 2014 to further assess the viability of the projects, including assessing the impacts of updated property acquisition costs on the stormwater project rankings. Additionally, as a part of the follow up work, Brett developed SWMM models for Site 12 Hitchcock determining the ponding depths in the back yards. The project will be managed by John Witte, who has over 20 years of experience in drainage engineering, final plan preparation, and project management. He has most recently managed similar drainage projects for municipal clients including the City of Naperville, the City of Batavia, and also has experience working with the Village of Downers Grove. The team also includes Scott LaVanne, who worked with John Wills on the original 2014 report and is available to assist in the supporting role of drainage engineer. Rudy Dixon, of Regional Land Services, will be the survey lead, and Natalie Paver will handle wetland assessment and permitting. WBK will utilize the institutional knowledge gained during preparation of the original report and supplemental engineering analysis to ensure that the proposed improvements meet the Village’s standards for projects within the prioritization framework. All team members work out of our St. Charles office.



KEY STAFF (NOT SHOWN IN SOQ) AREA 16 - HOBSON TRIANGLE SW-080-170



S. Brent Pottorff

QA/QC

Related Project Experience

Collins Road Extension Feasibility Study & Phase I Engineering, Kendall County, IL

Project Engineer for this Phase I preliminary engineering project. Responsibilities included corridor alignment studies, intersection and roundabout geometric design, other comprehensive studies involving land use, development planning, determination of existing conditions, utility coordination, public involvement, local and state agency coordination and the preparation of the Project Development Report.

About Brent

Mr. Pottorff has 37 years of experience in the planning, design, and construction of transportation related projects, including extensive work with IDOT as well as numerous local agencies. He joined WBK in February 2007 as a Project Manager and Transportation Group Leader. Brent has served as Project Manager on numerous award winning projects and was part of the team named winner of Kane County Division of Transportation's inaugural Engineer of the Year award.


Education

B.S., Civil Engineering
Technology, Southern Illinois
University, 1982

Continuing Education

- IDOT Stormwater Pollution and Erosion & Sediment Control
- IDOT Bituminous Proportioning
- IDOT Design Surveying
- IDOT Detention Basin Design
- IDOT/ACI Levels I & II Concrete Inspection
- IDOT QA/QC Hot Mix Asphalt Levels I & II
- IDOT QA/QC Aggregate Mixture
- ISTHA Construction Documentation Seminar

WBK 
engineering

Part of the Mno-Bmadsen Family 

Annie Glidden Road at Fairview Drive, Phase I & II, City of DeKalb, IL

Design Engineer on this Phase I/II project to plan and design the intersection of Annie Glidden Road at Fairview Drive, located at the southwest limits of the City of DeKalb. The intersection is being widened to accommodate the addition of warranted turn lanes on the north and east approaches. WBK used a 3R design approach to minimize the project footprint and propose improvements within the City's available funds. Brent's responsibilities included plan preparation, quantity calculations, engineer's estimate of cost, contract time, and lump sum breakdowns.

Kirk Road at Pine Street/Fermilab Entrance Intersection, Phase I & II Kane County Division of Transportation, IL

Design Engineer for this Phase I & II engineering services project for the intersection improvements at Kirk Road and Pine Street / Fermilab Campus. The project included constructing a northbound right turn lane along Kirk Road at the intersection including ADA improvements at all four (4) corners of the intersection, based on 3R criteria.

Kautz Road /Route 38 Intersection Extension, City of Geneva, IL

Project Engineer for this Phase 1 study to evaluate the planning, design, and construction of the missing fourth leg on this IDOT newly constructed 3-legged intersection at Kautz Road and Route 38. The newly constructed 3-legged intersection includes a substantial grade separation with the Union Pacific railroad running under the intersection. In providing the Phase I services, consideration was given to future improvements, including a bike path, funding alternatives and adherence to an expedited schedule.

IL Route 38 at County Farm Intersection Improvement (D-91-177-13), PTB 167/014, DuPage County, IL

Design Engineer for this project providing Phase II engineering services for preparation of contract plans, specifications and cost estimates including structures and highway plans for reconstruction of IL 38 at the intersection of County Farm Road and Shaffner Road, in the Village of Winfield. The project is expected to include the addition of east bound dual left turn lanes and a west bound right turn lane at the intersection of IL 38 and County Farm Road, as well as a west bound left turn lane at Shaffner Road. The project is also anticipated to include traffic signal modernization and installation of barrier median along IL 38 to improve access control.

Bunker Road Extension - Keslinger Road to LaFox Road, Kane County, IL

Roadway Design on this project, providing preliminary and final design engineering services related to the extension of Bunker Road from its current limit at the LaFox Metra Station to LaFox Road, north of the LaFox Village District Center. The extension length is approximately 5,000 feet and includes an underpass beneath the existing Union Pacific railroad tracks. A roundabout will be provided at the intersection of Bunker Road and Keslinger Road.



Rudy Dixon, PE, PLS

Land Survey Manager

Regional Land Services Principal

270 Vida Court
Sycamore, IL 60178

Phone: (618) 559-2260

Email: rdixon@regional-ls.com

ABOUT

With over 12 years of experience in the surveying and engineering industry, Rudy has successfully completed a wide variety of both survey and engineering services. He has been an integral part of many drainage, roadway and bridge projects. His leadership and knowledge of engineering and surveying has provided the base for many design and construction projects.

EDUCATION

Southern Illinois University
Carbondale, Illinois

Graduated: Fall 2005

Bachelor of Science,
Civil Engineering
Specialization: Surveying

LICENSES

Professional Land Surveyor (PLS),
License No. 035-003832, Illinois, 2011

Professional Engineer (PE),
License No. 062065333, Illinois, 2013

2018 Curb & Sidewalk Replacement Program, Village of Franklin Park, IL (Regional Land Services)

Survey Lead for entire curb and sidewalk replacement program. We surveyed 12,200 feet of roadway in residential neighborhoods for the redesign of the curb and sidewalk. This project included 14 different site locations throughout the Village. IDOT codes were used to collect the data and Microstation/Geopak was used to create each drawing set.

Extension of Bunker Road, Phase I and Phase II Engineering, Kane County Division of Transportation, IL (Control Point)

Survey Lead for Phase I & II engineering design of this project. A complete route survey was performed for the proposed 6200 foot corridor including the Metra overpass bridge and entrance to the train station. A plat of highways was produced to acquire all right of way and easements required to complete the project. This included a hydraulic, wetland, and tree survey of the site. All storm sewer structures were surveyed along with the existing drain tile within the corridor. Trees, detentions ponds, and all proposed comp storage areas were surveyed as part of the project.

Sheffer Road over Blackberry Creek, Phase I Engineering, City of Aurora (WBK)

Survey Lead for the replacement of the Sheffer Road Bridge over Indian Creek. The project consists of replacing and widening the existing structure (built in 1933), a reinforced concrete slab bridge, 32 feet in length. The Phase I scope consisted of route and hydraulic surveys, wetland and environmental surveys and reporting, and complete bridge survey of the existing structure. Utility surveys were performed on the storm and sanitary structures. A design JULIE was used to complete the utility survey drawings. Preparation of plats and legal descriptions for the Right of Way acquisitions of this project were completed as well.

Allen Road over Hampshire Creek, Phase I and Phase II Engineering, Kane County Division of Transportation, IL (WBK)

Survey Lead for Phase I of this project. A 2000 foot route survey of the roadway including the bridge was surveyed for the design of the bridge replacement. This included a hydraulic, wetland, and tree survey of the site. The project also includes right-of-way plats for temporary easements and/or fee simple acquisitions.

IL Route 38 at County Farm Intersection Improvement (D-91-177-13), Illinois Department of Transportation District 1, PTB 167/014 (WBK)

As the Survey Lead for this project providing Phase II engineering services for preparation of contract plans, specifications and cost estimates including structures and highway plans for reconstruction of IL 38 at the intersection of County Farm Road and Shaffner Road, in the Village of Winfield, a route survey of the roadway corridor was provided for design of the reconstruction. This included all roadway features, existing storm and sanitary structure surveys, and the survey of all trees/landscaping within the project limits.

PROJECT SCHEDULE AREA 16 - HOBSON TRIANGLE SW-080-170

PROPOSED SCHEDULE FOR AREA 16 - HOBSON TRIANGLE STORMWATER MANAGEMENT

	March			April			May			June					
	3/3-3/9	3/10-3/16	3/17-3/23	3/24-3/30	3/31-4/6	4/7-4/13	4/14-4/20	4/21-4/27	4/28-5/4	5/5-5/11	5/12-5/18	5/19-5/25	5/26-6/1	6/1-6/8	6/9-6/14
Project Kickoff	Blue														
Topo Survey		Blue	Blue												
Drainage Analysis			Blue	Blue	Blue										
Conceptual Plans					Blue	Blue									
Meet with Village							Yellow	Green	Green	Green	Green	Green	Green		
Engineering Plans							Green	Blue							
50% Plans + EOPC															
Village Review									Yellow						
90% Plans, Specs + EOPC										Blue	Blue	Blue			
Village Review													Yellow		
100% Plans, Specs + EOPC														Blue	Blue

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

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:

WBK Engineering, LLC

Company Name

Date: 1/24/19

116 West Main Street, Suite 201

Street Address of Company

jwills@wbkengineering.com

Email Address

St. Charles, IL 60174

City, State, Zip

John Wills, PE, CPESC

Contact Name (Print)

630.443.7755

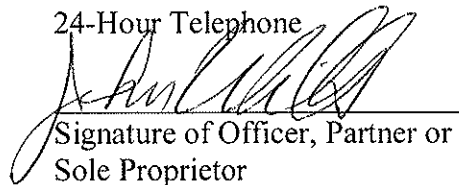
Business Phone

Extension 224

24-Hour Telephone

630.443.0533

Fax


Signature of Officer, Partner or
Sole Proprietor

John Wills, PE, CPESC - President

Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle



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: WBK Engineering, LLC
 ADDRESS: 116 West Main Street, Suite 201
 CITY: St. Charles
 STATE: Illinois
 ZIP: 60174
 PHONE: 630.443.7755 FAX: 630.443.0533
 TAX ID #(TIN): 36-4251536

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

SIGNATURE: *John White* DATE: 1/24/2019

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

PROPOSER'S CERTIFICATION

With regard to SW-080-170, proposer WBK Engineering, LLC 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.

BY: *[Signature]*
Proposer's Authorized Agent

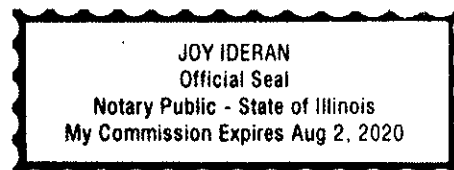
3	6	-	4	2	5	1	5	3	6
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 24th day of January, 2019.

[Signature]
Notary Public



Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

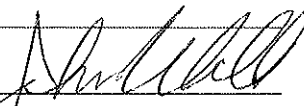
Secretary: _____


Treasurer: _____

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

WBK Associates Holding Company, Inc - John Wills, President 

MNO-Bmadsen - Troland Clay, CEO 

The partnership does business under the legal name of: WBK Engineering, LLC which name is registered with the office of _____ in the state of Illinois.

(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 _____.

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

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 Corkill Insurance

Agent Carolyn Hanna

Street Address 25 Northwest Point Blvd, Suite 625

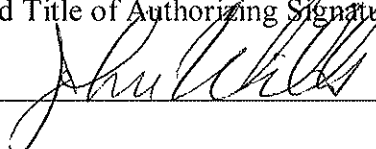
City, State, Zip Code Elk Grove Village, IL 60007

Telephone Number 847.437.2837

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

Print Name of Company: WBK Engineering, LLC

Print Name and Title of Authorizing Signature: John Wills, PE, CPESC - President

Signature: 

Date: 1/24/19

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

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: WBK Engineering, LLC

Address: 116 West Main Street, Suite 201

City: St. Charles, IL Zip Code: 60174

Telephone: (630) 443.7755 Fax Number: (630) 443.0533

E-mail Address: jwills@wbkengineering.com

Authorized Company Signature: 

Print Signature Name: John Wills, PE, CPESC Title of Official: President

Date: 1/24/19

Village of Downers Grove – Stormwater Engineering Services for Area 16 - Hobson Triangle

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.

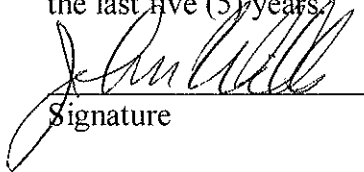
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

John Wills, PE, CPESC - 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

**PHASE II ENGINEERING SERVICES
Hobson Triangle (SW-080-170)
Hobson Triangle Area**

Route 0
Local Agency Village of Downers Grove
Section 0
Project 0
Job No. 0
Existing Structure No. 0

*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH) 145.24 %
Complexity Factor (R) 0.000
Calendar Days 540

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate (0.37 + R) DL
 Lump Sum

Date: 1/22/2019

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Topographic Survey						\$ 11,520.00	\$ 163.50	\$23.71	\$11,707.21
	Engineer III	8.0	\$35.07	\$280.56	\$407.49			\$97.63	\$785.68
	Engineering Technician III	20.0	\$35.63	\$712.60	\$1,034.98			\$247.98	\$1,995.56
2 Drainage Report						\$ -	\$ 173.92	\$25.22	\$199.14
	Engineer V	11.0	\$63.07	\$693.77	\$1,007.63			\$241.43	\$1,942.83
	Engineer III	65.0	\$35.07	\$2,279.55	\$3,310.82			\$793.28	\$6,383.65
	Engineering Technician III	18.0	\$35.63	\$641.34	\$931.48			\$223.19	\$1,796.01
3 Engineering Plans/Specifications/Estimates/Permitting						\$ 3,200.00	\$ 745.20	\$108.05	\$4,053.25
	Engineer V	46.0	\$63.07	\$2,901.22	\$4,213.73			\$1,009.62	\$8,124.57
	Engineer III	213.0	\$35.07	\$7,469.91	\$10,849.30			\$2,599.53	\$20,918.74
	Engineering Technician IV	32.0	\$53.00	\$1,696.00	\$2,463.27			\$590.21	\$4,749.48
	Engineering Technician III	134.0	\$35.63	\$4,774.42	\$6,934.37			\$1,661.50	\$13,370.29
	ERS III	16.0	\$29.88	\$478.08	\$694.36			\$166.37	\$1,338.81
4 USACE Permitting						\$ -	\$ -	\$0.00	\$0.00
	Engineering Technician III	18.0	\$35.63	\$641.34	\$931.48			\$223.19	\$1,796.01
	ERS III	17.0	\$29.88	\$507.96	\$737.76			\$176.77	\$1,422.49
5 Village of Woodridge Stormwater Permit						\$ -	\$ -	\$0.00	\$0.00
	Engineer V	5.0	\$63.07	\$315.35	\$458.01			\$109.74	\$883.10
	Engineer III	15.0	\$35.07	\$526.05	\$764.04			\$183.07	\$1,473.16
	ERS III	4.0	\$29.88	\$119.52	\$173.59			\$41.59	\$334.70
6 DuDot Highway Permit and plan additions						\$ -	\$ -	\$0.00	\$0.00
	Engineer V	6.0	\$63.07	\$378.42	\$549.62			\$131.69	\$1,059.73
	Engineer III	28.0	\$35.07	\$981.96	\$1,426.20			\$341.72	\$2,749.88
	Engineering Technician IV	50.0	\$53.00	\$2,650.00	\$3,848.86			\$922.20	\$7,421.06

**PHASE II ENGINEERING SERVICES
Hobson Triangle (SW-080-170)
Hobson Triangle Area**

Route 0
 Local Agency Village of Downers Grove
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH) 145.24 %
 Complexity Factor (R) 0.000
 Calendar Days 540

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate (0.37 + R) DL
 Lump Sum

Date: 1/22/2019

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
	Engineering Technician III	56.0	\$35.63	\$1,995.28	\$2,897.94			\$694.36	\$5,587.58
7	Coordination with ISTHA					\$ -	\$ -	\$0.00	\$0.00
	Engineer V	5.0	\$63.07	\$315.35	\$458.01			\$109.74	\$883.10
	Engineer III	32.0	\$35.07	\$1,122.24	\$1,629.94			\$390.54	\$3,142.72
	Engineering Technician III	15.0	\$35.63	\$534.45	\$776.24			\$185.99	\$1,496.68
	ERS III	15.0	\$29.88	\$448.20	\$650.97			\$155.97	\$1,255.14
Totals		922.0		\$ 32,606.09	\$ 47,357.09	\$ 14,720.00	\$ 1,082.62	\$ 11,503.89	\$ 107,269.69

Project Location Map

