

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
FEBRUARY 8, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
SW-062 Watershed Improvements- Wisconsin & Janes	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for professional services for the SW-062 Watershed Improvements - Wisconsin & Janes project, to Hey and Associates, Inc. of Volo, Illinois in the amount of \$19,897.50.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2011 to 2018 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY 11 Budget includes \$25,000 in the Stormwater Fund for this contract.

**RECOMMENDATION**

Approval on the February 8, 2011 consent agenda.

**BACKGROUND**

The intersection of Wisconsin Avenue and Janes Avenue experiences street flooding regularly and the storm sewers in the area appear to be undersized. Furthermore, the overland flow path to St. Joseph Creek, which runs through the commercial property at 2400 Wisconsin Avenue, is inadequate. The commercial property experiences frequent structural flooding as a result of these deficiencies.

This contract will provide a concept-level design that will include data collection and the development of at least three alternative solutions to address the problem. Village staff will work with the affected property owners to select the preferred design approach for completion later in 2011. A contract for the preparation of construction drawings is anticipated to be presented to Council in the summer of 2011. Construction is planned for 2012. A potential need for land acquisition may affect the construction schedule.

The Village posted a request for proposal for concept-level design in December 2010 and received eleven proposals. Firm qualifications and the proposed approach to the project were a significant factor in staff's recommendation. Hey and Associates was chosen after a thorough review of each proposal, including a detailed analysis of qualifications, proposed scope and fee. While Hey has not worked for the Village in recent years, they have performed a number of very similar design projects for other municipalities and agencies, and they are highly qualified to perform this work. It should be noted that the requested contract amount of \$19,897.50 includes the Base Fee as proposed by Hey, plus an optional stormwater modeling task, which may or may not be required, and a 5% contingency. The optional task and contingency will not be used unless it is determined by staff that they are necessary to complete the work.

**ATTACHMENTS**

Contract Form, Campaign Disclosure Form, Capital Project Sheet SW-042



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: \_\_\_\_\_

Project Name: Watershed Improvements - Wisconsin St & Janes Ave  
Proposal No.: SW-062  
Proposal Due: Friday, December 17<sup>th</sup>, 2010 @ 10:00 A.M. – Public Works  
Pre-Proposal Conference: Not Required

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: Thursday, December 2<sup>nd</sup>, 2010

This document consists of 24 pages.

Return **original** and **two duplicate copies (one in electronic format)** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JEFF LOSTER  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE – PUBLIC WORKS  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

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

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

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

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

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

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional copies (one in electronic format) of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 15 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Friday, December 17<sup>th</sup>, 2010 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JEFF LOSTER, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total

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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 person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid 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 person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

### **4. RESERVED RIGHTS**

- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

## **II. TERMS AND CONDITIONS**

### **1. VILLAGE ORDINANCES**

- 1.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **2. USE OF VILLAGE'S NAME**

- 2.1 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.

### **3. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 3.1 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, 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.

### **4. NONDISCRIMINATION**

- 4.1 Proposer shall, as a party to a public contract:
- 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 4.1.2 By submission of this proposal, the Proposer certifies that he 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.
- 4.2 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 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

### **5. SEXUAL HARASSMENT POLICY**

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5.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**6. EQUAL EMPLOYMENT OPPORTUNITY**

6.1 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:

- 6.1.1 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 handicap unrelated to ability, 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.
- 6.1.2 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.
- 6.1.3 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 handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 That it will send to each labor organization or representative of workers with

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which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and 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.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 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 subdivision or municipal corporations.

### **7. DRUG FREE WORK PLACE**

- 7.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

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.

- 7.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers

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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.

- 7.3 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.
- 7.4 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 no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **8. PATRIOT ACT COMPLIANCE**

- 8.1 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 Agreement 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.

### **9. INSURANCE REQUIREMENTS/INDEMNIFICATION**

- 9.1 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

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under this agreement and for which the Proposer may legally liable:

- 9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
  - 9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
  - 9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
  - 9.1.4 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;
  - 9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 9.1.6 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;
  - 9.1.7 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.
- 9.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 9.3 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.
- 9.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.
- 10. CAMPAIGN DISCLOSURE**
- 10.1 Any contractor, proposer, Proposer 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, attached hereto.
- 10.2 The Campaign Disclosure Certificate is required pursuant to the Village of

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Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

10.3 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.

10.4 By signing the bid documents, contractor/proposer/Proposer/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.

**11. SUBLETTING OF CONTRACT**

11.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

**12. TERM OF CONTRACT**

12.1 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.

**13. TERMINATION OF CONTRACT**

13.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement 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 default. 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 default.

**14. BILLING & PAYMENT PROCEDURES**

14.1 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.

14.2 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

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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.

- 14.3 Please send all invoices to the attention of Jeff Loster, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

### **15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 15.1 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.

### **16. STANDARD OF CARE**

- 16.1 Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 16.2 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.
- 16.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

### **17. GOVERNING LAW**

- 17.1 This Agreement 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.

### **18. SUCCESSORS AND ASSIGNS**

- 18.1 The terms of this Agreement 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 Agreement 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 sub Proposers.

### **19. WAIVER OF CONTRACT BREACH**

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19.1 The waiver by one party of any breach of this Agreement 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 Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**20. AMENDMENT**

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

**21. NOT TO EXCEED CONTRACT**

21.1 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 in the same manner by which the original contract was approved..

**22. SEVERABILITY OF INVALID PROVISIONS**

22.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, 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.

**23. NOTICE**

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

Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

And to the Proposer as designated in the Contract Form.

**24. COOPERATION WITH FOIA COMPLIANCE**

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

### **III. DETAIL SPECIFICATIONS**

#### **1. SCOPE OF SERVICES/DELIVERABLES**

1.1 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

There is a commercial property (2400 Wisconsin Avenue) within the Village of Downers Grove (Village) through which runs what appears to be an undersized storm sewer and overland flow path. A rough delineation has yielded an overland tributary area of approximately 145 acres. The storm sewer that runs through the property frequently surcharges and has recently caused structural flooding. The Village is seeking proposals from qualified Firms (Proposers) to provide a concept-level report (Final Report) identifying two or three possible solutions (and associated costs) to the storm sewer capacity problem identified.

#### 1.3 Scope and Schedule

The Consultant will be required to perform all necessary work required to prepare the Final Report which includes the following:

- Identification of all issues contributing to the problem previously described in this RFP
- Identification of two or three alternative solutions to the problem, including increased conveyance, new detention storage, or a combination of the two.
- Cost estimates for all alternatives submitted
- Storm sewer modeling required for evaluation of alternatives
- All topographic information acquired as necessary to support storm sewer modeling and determine that the proposed solutions are feasible (all topography completed shall be submitted to the Village electronically in a format compatible with AutoCAD 2007). The Village will provide 2' aerial topography upon request. It should be noted that GIS atlas data of the storm system in this area is not currently available.

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.

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 have the Final Report completed no later than 60 calendar days after receipt of the Notice to Proceed. This schedule includes submittal of a preliminary draft of the Final Report to Village staff for review and comment. This schedule shall be adhered to in order to assure the completion and delivery of all services.

## 2. PROPOSAL REQUIREMENTS

### 2.1 Quantity and Format

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

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Key Staff Resumes
- Project Organizational Chart
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown

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

### 2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than 10:00 A.M. on December 17th, 2010. 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.

### 2.3 Fee Proposal

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

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

### 2.4 Consultant Selection

Consultant Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Ability to complete the Final Report within the required schedule
- Familiarity with Village of Downers Grove policies and preferences

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- Capability and experience on comparable projects, including familiarity with the DuPage County Countywide Stormwater and Floodplain Ordinance
- 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

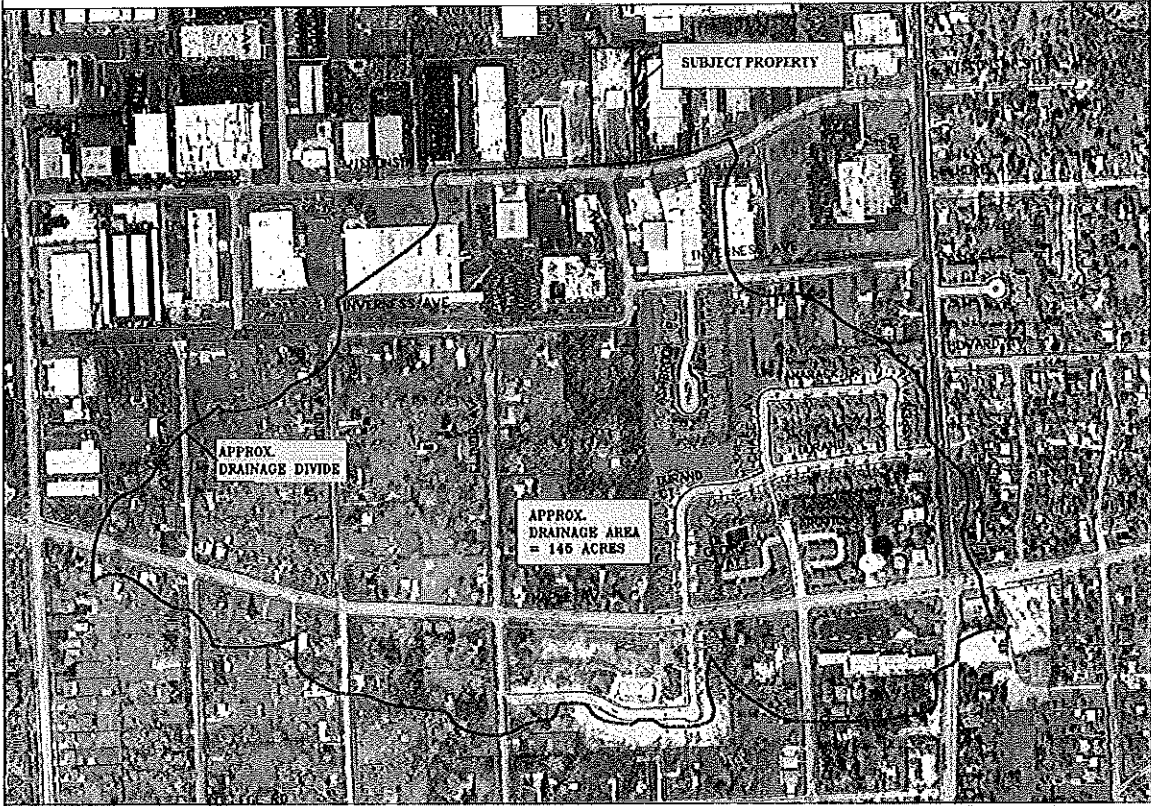
The Consultant shall provide the following deliverables:

- The Final Report shall be signed and sealed by a professional engineer licensed in the state of Illinois. Any revisions to the Final Report or associated documents, as a result of Village review, shall be performed by the Consultant as part of the “not to exceed” base fee under this agreement. No additional compensation shall be considered, unless due to a significant change in scope of work.
- Plans and cost estimates shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2007 or later), and as .pdf documents. The cost estimates shall be in Excel format. CAD drawings must be created using legitimate AutoCAD software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff.

### 3.2 Deliverable Quantities

- One (1) 1-hour project coordination meeting at Public Works
- One (1) hard copy and one (1) electronic copy of the preliminary draft of the Final Report
- Two (2) hard copies and one (1) electronic copy of the Final Report
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

Village of Downers Grove



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

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

# *Hey and Associates, Inc.*

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## **Proposal Watershed Improvements – Wisconsin Street and Janes Avenue #SW-062**



Prepared for:  
**Village of Downers Grove**

Submitted by:  
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Contact: Thomas L. Polzin, PE, CFM  
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**Brookfield, WI**

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262-796-0440 (phone)  
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Licensed in Illinois and Wisconsin

**December 17, 2010**

## General Background

**HEY AND ASSOCIATES, INC. IS AN EXCELLENT CHOICE FOR THE VILLAGE ON THIS PROJECT.**

### **Hey has the credentials**

- 2 - Diplomate, Water Resources Engineer
- 7 - Illinois Professional Engineers
- 1 - Engineers in Training
- 1 - Illinois Registered Landscape Architect
- 1 - Registered Land Surveyor
- 7 - Certified Wetland Scientist
- 6 - Designated Erosion Control Inspector
- 10 - Certified Professional Soil Erosion Sediment Control
- 4 - Lake County Enforcement Officer

### **Hey has the direct experience**

- Village of Niles
- Village of Barrington
- City of Crystal Lake
- City of Elgin
- IDOT

### **Hey has the skills**

- Experienced user of XP-SWMM including 2-D
- Fully conversant in all aspects of urban hydrology and hydraulics
- Experienced in drainage design and construction document preparation
- Experienced in relevant permitting

### **Hey has a fresh perspective**

- Hey has not previously provided consulting services to the Village. We will bring our unique perspective to the project.
- We have a sound, cost effective approach for the project. For example, if addressing structural flooding is the sole objective, we could proceed immediately to evaluating major flow route conveyance improvements. Those improvements could be focused on the subject property. That approach could save the Village consulting fees as well as costly construction sewer and right-of-way construction.

Hey and Associates, Inc. was founded in 1976 with the specific goal of developing an interdisciplinary approach to water resources and ecological problems. Our staff of 34 is an integrated team of water resources engineers, wetland scientists, landscape designers, botanists and biologists. All of our engineers have dedicated their careers to water resources. However, we also provide traditional civil engineering design services for water resources projects such as flood control, stormwater management, drainage design, Best Management Practices (BMPs), and natural resources restoration.

Our staff has participated in the development of current approaches to water resources management going back to the Clean Water Act, especially the Areawide Water Quality Management Plan in 1979. We performed the analysis and developed the technical basis for stormwater detention regulations in 1988 and the first model northeastern Illinois stormwater management and floodplain ordinances in 1989. We are experts on both the technical and regulatory aspects of water resources engineering and wetlands.

- We are registered as a professional engineering firm in both Illinois (184-002429) and Wisconsin.
- We are IDOT certified for drainage, waterway studies, pump stations and landscape architecture and construction inspection.
- We are members of the American Consulting Engineers Council, the American Society of Civil Engineers, the American Public Works Association, the Illinois Association for Floodplain and Stormwater Management and National Association of State Floodplain Managers.

Hey and Associates, Inc. provides a full range of water resources services, including:

- Drainage Studies
- Stormwater Management
- Overbank Floodplain Studies
- Hydraulic Surveys
- Geographical Information Systems and Mapping
- Advanced Hydrologic and Hydraulic Modeling
- Engineering Design
- Stormwater Plan and Permit Reviews
- Watershed Planning
- Water Quality and Best Management Practices
- Wetland Delineation, Functional Assessment, Mitigation and Management
- Natural Resource Management Plans Including Threatened and Endangered Species and Ecological Restoration and Mitigation Services
- Development of Regulatory Program, Ordinances and Technical Guidance Materials
- Construction Observation
- Soil Erosion and Sediment Control Planning and Inspections
- Subsurface Drain Tile Investigations

## 1. Project Understanding/Approach

### Background

The Village of Downers Grove (Village) has stated that there is a commercial property (2400 Wisconsin Avenue) served by what appears to be an undersized storm sewer and overland flow path. A rough delineation by the Village has yielded an overland tributary area to the property of approximately 145 acres within the North St. Joseph Creek Watershed. The storm sewer that runs through the property frequently surcharges and has recently caused structural flooding. In February 2007, the Village commissioned a consultant to thoroughly analyze drainage conditions in the watershed. However, flooding in this area was not identified in the resulting August 2007 *Village of Downers Grove Watershed Infrastructure Improvement Plan (Plan)*.

The Village is seeking proposals from qualified firms to provide a concept-level report (Final Report) identifying two or three possible solutions (and associated costs) to the storm sewer capacity problem identified. Our multi-disciplinary skills and experience with similar projects will provide Downers Grove with creative solutions that solve the existing drainage problems cost-effectively.

### Approach

We have performed a reconnaissance of the project area; from that it appears that there may not be an adequate surface flow route. It is imperative that a functioning major drainage system be present to prevent structural flooding such has been observed by the Village at the project location. This is supported by the 1993 USGS mapping which indicates a blue-line stream running through the property.

Even if the storm sewer capacity meets Village standards, the absence of a properly designed surface flow route will leave adjacent structures vulnerable to flooding. It was also clear from the reconnaissance, that there are opportunities to improve surface conveyance. It is also evident that there are opportunities to potentially retrofit existing detention basins in the upper watershed to better control peak flow rates.

The plan does indicate 21" to 24" storm sewer running west of the subject property but the exact route and condition were not discernable at the time.

Because of the complex interaction between detention storage, sewer capacity, inlet capacity and overland flow conveyance we propose to use XP-SWMM for hydrologic and hydraulic modeling tasks. XP-SWMM allows for dynamic interactive modeling of the various system components. It also appears that XP-SWMM was the tool used for the Plan analyses. We will recover the XP-SWMM model and enhance it as required to include existing detention basins, overland flow routes and the existing storm sewer.

The modeling results will be calibrated to observed flooding events and used to identify flood risk associated with the existing drainage system performance.

Once the problem has been diagnosed, we will identify feasible solutions. These solutions will typically be either increases in capacity, increases in storage or a combination of both. The Village has already identified a list of possible solutions to be considered. We will analyze the effectiveness of these solutions and add additional ones as appropriate.

We anticipate considering at least four alternatives to address the observed flooding issue. The alternatives include:

1. Increasing storm sewer and/or inlet capacity
2. Increasing overland flow route capacity
3. Increasing or better utilizing existing detention storage
4. Evaluating a combination of the above considering level of service, cost, constructability and the need for easement acquisition

The focus of our work can be tailored to meet the specific objectives of the Village. For example, if the main objective of the project is to prevent or limit flood damage to the subject building, then more effort may be expended on major flow routing. Alternatively, if the objective is to reduce intersection

flooding frequency and depth, then additional effort may be expended on storm sewer capacity improvements. We will identify the benefits of each alternative. We will then determine capital and operation and maintenance costs for each solution. Avoided flood damages will be documented as well so that the Village has a complete picture of the advantages and disadvantages of each solution.

## **SCOPE OF SERVICES**

Our basic scope of services is described below:

### **Meetings**

We will meet with the Village at the inception of the project to reiterate scope, schedule, to initiate the request for available data and to verify objectives. We will meet with the Village after the existing conditions modeling has been performed to discuss our initial assessment of alternatives to be evaluated, and will meet again after the Village has reviewed the preliminary report. We will meet once more prior to completion of the final report. We will also meet with interested stakeholders to present the results of our study if requested by the Village.

### **Data Recovery, Site Reconnaissance, Obtain Supplemental Data**

We will request available data including:

- one and two foot topography,
- detention basin record drawings,
- G.I.S. land use and DTM data where available,
- storm sewer atlas mapping, and
- precipitation and flood elevation data for the observed flood event.

We will perform a detailed reconnaissance of the project area including the subject property.

Based on the available topographic data and results of the reconnaissance, we will obtain additional required survey data. That data will likely include finished floor and/or low opening elevations for the subject building, overland flow route cross sections and longitudinal profiles, storm sewer rim and invert elevations, sizes and material, and detention basin outlet elevations where not available. We have allotted one day in the field and one day in the office for this task.

### **Existing Condition H&H/Calibration**

We will enhance the existing XP-SWMM model to include significant stormwater detention facilities within the upper watershed. We will also add a storage node at Wisconsin St. and Janes Ave. Overland flow routes associated with the subject property will be added as will storms sewer draining the intersection. We will first run the model for the event associated with the observed flooding. That model will be used to calibrate the hydrologic parameters. Subsequently the model will be run for the full suite of critical duration events. This will result in a detailed understanding of flood elevations, routing and potential system insufficiencies.

### **Proposed Condition H&H – 4 Alternatives**

As previously stated, we anticipate considering at least four alternatives to address the observed flooding issue. The alternatives include:

1. Increasing storm sewer and/or inlet capacity. For instance, there may be adequate storm sewer capacity but the ability for water to get to the sewer is limited by the number of grates or their open area.
2. Increasing overland flow route capacity. From our initial reconnaissance, it appears that establishing an overland flow route on the subject property sufficiently below the finished floor or low opening elevation could address the flooding issues.
3. Increasing or better utilizing existing detention storage. There are a number of detention basins in the upper watershed. We will evaluate the functioning of the basins to make sure that their design volume is fully utilized or if there are ready opportunities to further restrict flow. We will also consider enhancements to downstream detention storage to address the potential affect on downstream discharges that could result from the loss of flood storage due to flood reduction at the intersection.
4. Evaluating a combination of the above, considering level of service, cost, constructability and the need for easement acquisition

### **Optional Task – North St. Joseph Creek FEQ**

Our basic approach to demonstrating that reducing flooding at the intersection would not result in an increase in flooding within North St. Joseph Creek would be to provide offsetting storage elsewhere in the watershed (e.g. minor retrofit to upstream basins, increase storage on Arrow Gear or provide storage in oversize storm sewer). If sufficient volume is available, it should be possible to demonstrate that there is no increase in discharge to the creek for the critical duration event. Our past experience indicates that this would be acceptable from DuPage County's perspective.

If offsetting storage is not practically available, we would likely need to explicitly model the creek. Our prior experience indicates that increases in peak flood elevations and velocities would not be acceptable to the County unless it can be shown that the minor increases for select events are confined to the channel. This will require modeling the creek using FEQ. In order to perform that modeling, we would have to:

- obtain the FEQ model,
- modify the pertinent subwatershed to create a new existing condition model that includes the detail needed for the project,
- rerun the existing FEQ model and establish a new baseline condition, and
- update the model to reflect the proposed condition and rerun to check the results against the modified-existing condition values.

This work would be performed in sufficient detail to demonstrate that the flood reduction alternative is feasible but would not be performed to a level of detail required for permit submittal and review by DuPage County.

### **Draft Report/Costs**

We will identify the benefits of each alternative. We will then determine capital and operation and maintenance costs for each solution. Avoided flood damages will be documented as well so that the Village has a complete picture of the advantages and disadvantages of each solution.

We will prepare a draft report that summarizes the results of the existing and alternatives analysis. The report will include tabular results and exhibits depicting the proposed alternatives and the extent of flooding in the existing condition and for the various alternatives.

Cost opinions will be included in the draft report.

### Final Report/Costs

Following a meeting to discuss the preliminary report, we will finalize the report and present our findings to interested stakeholders.

## 2. Firm Qualifications and Experience

The scope of work requested by the Village of Downers Grove requires skills and experience in the following areas:

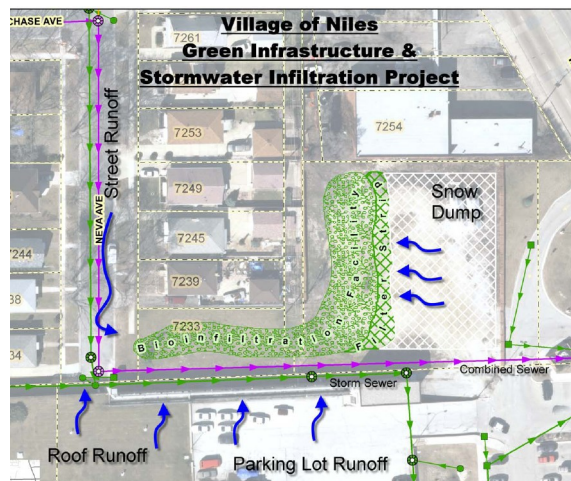
- Sewer Capacity Analysis
- Surface Water Hydrology and Hydraulics
- Drainage and Flooding Remediation
- Best Management Practices to Reduce Runoff Volume including Stormwater Infiltration
- Water Resource Regulations and Permitting
- Civil Engineering
- Federal, state, and local permits
- Funding Sources

The drainage problem that Downers Grove seeks to address is best addressed by a systems analysis approach. Like many older communities, Downers Grove drainage infrastructure can be undersized and major drainage surface overflow routes may be absent. Uncontrolled flows from neighboring property can exacerbate flooding. Our depth and breadth of multi-disciplinary skills and experience regarding water resources is an ideal match for Downers Grove’s needs. In particular, our experience with the MWRDGC, IDOT and local communities will be an asset. Hey has performed major flood reduction analyses for a number of northeast Illinois communities. Several projects that best demonstrate why our skills and experience best fit with the Village’s desired scope of work are presented below.

### *Village of Niles, Illinois*

Hey and Associates was contracted by the Village of Niles to prepare a Stormwater Master Plan. The preparation of the plan involves detailed hydrologic and hydraulic modeling, evaluation and diagnosis of drainage problems, preparation of recommended solutions, and recommendations for new cost share programs and stormwater management regulations.

Hey is modeling six sewersheds where the most significant, frequent, or persistent flooding has occurred in Niles. Hey is using the XPSWMM 2D model, which is a state-of-the-art sewer modeling program. The program uses the standard SWMM engine for



modeling sewer flows, while making use of a digital elevation model (DEM) to represent overland flowpaths in two dimensions. For urban areas, the XPSWMM 2D model can be prepared more quickly and effectively than previously available models. Results can be viewed as animated flooding events that are easily interpreted by both the engineer and project stakeholders. The model is being used to analyze existing system performance as well as for designing proposed improvements. Once potential solutions are developed, Hey will conduct an alternatives analysis to identify the most effective solutions and to prioritize improvements for both a short- and long-term capital improvement program.

In addition to preparing recommended capital improvements for public infrastructure, Hey has reviewed the existing programs, regulations and policies in the Village. As a result, the Village has begun the process of becoming a Community Rating System (CRS) community in the NFIP. Achieving this rating will result in discounted flood insurance premiums for Niles' residents and businesses. Recommendations for enhanced stormwater management regulations have been prepared. As a result, new regulatory language is currently under consideration. Cost share programs that address private property issues are also being identified. Enhanced regulations and private property programs will compliment the recommended public infrastructure improvements.

A Stormwater Master Plan is being prepared that covers the following major topics:

1. Problem Identification and Alternatives Analysis (by Region)
2. Programmatic Recommendations
3. Program Funding
4. Recommended Plan

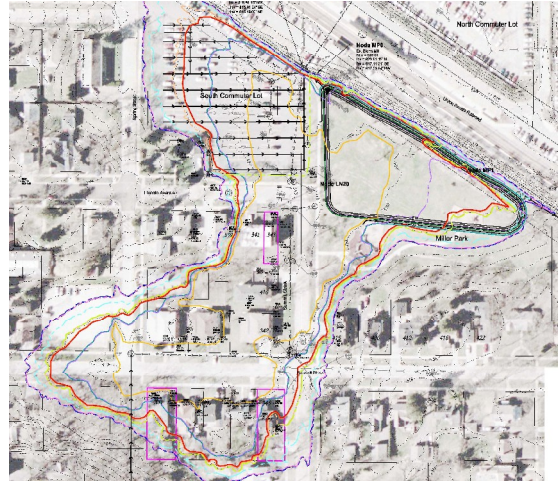
Based on early-out project concepts, Hey and Associates has assisted Niles in the identifying funding opportunities and preparing applications for several grant opportunities.

### ***Village of Barrington, Illinois***

Hey and Associates, Inc. was contracted by the Village of Barrington to perform a Village-wide stormwater management study. The impetus for the study was the flooding issues experienced within the Village during the August 2007 and September 2008 storm events. These issues drove the Village to commission the overall stormwater study to examine the sources and causes of the observed flooding issues. Major flooding issues occurred at a Metra commuter lot as well as several residential areas throughout the Village. In addition, the Flint Creek Tributary that flows through the Village experienced high water elevations, affecting several residences.

Hey completed an initial data gathering phase and coordinated an open house at the Village offices to document drainage complaints of Village residents. Following this data gathering phase, Hey performed detailed field reconnaissance of all noted drainage concerns as well as additional areas of concern. This work was done in direct coordination with Village staff to ensure that staff was involved with critical decision making and assessment for their constituency. Hey also performed detailed survey of critical areas to allow for better assessment of drainage patterns and issues and detailed modeling of critical areas.

Detailed modeling work consisted of an XP-SWMM hydrologic and hydraulic model representing a large portion of the Village storm sewer system to quantify flooding extents and begin to assess solutions to mitigate drainage issues. In addition, Hey attempted to recover the effective FEMA modeling for the portions of the Flint Creek Tributary running through the Village. Upon determining that the effective hydrologic modeling was not available and that only portions of the hydraulic modeling were available, Hey prepared updated hydrologic and hydraulic modeling for the Flint Creek Tributary using the US Army Corps of Engineers HEC-HMS and HEC-RAS software. Under separate contract with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Hey was working on updating the portion of this modeling in Cook County. Hey coordinated with MWRDGC and the Village to utilize this in progress modeling and build on it to include the portions of the stream in Lake County. The final modeling was used to quantify flooding along the tributary and assess alternatives to add on-line stormwater storage within the Village.



The hydrologic and hydraulic modeling that was prepared for the study was used to quantify the existing observed flooding areas and highlight any areas prone to flooding for which no observations were available. Upon identification of these areas, alternatives were developed to decrease flooding at the problem areas and weigh the potential to minimize flooding in the Village as a whole. Alternatives examined included additional and modified storm sewer lines, additional storage, pumping solutions, modifications to existing impoundment outlets, opportunities for water quality improvements and overland conveyance routes. The information prepared for the study was delivered to the Village in a comprehensive report and presented to the Village Committee of the Whole for their consideration.

Hey and Associates has provided the City of Crystal Lake with numerous stormwater and floodplain management services. These services have included:

### *City of Crystal Lake, Illinois*



Hey and Associates has provided the City of Crystal Lake with numerous stormwater and floodplain management services. These services have included:

- Base flood elevation determinations using HEC-RAS and XP-SWMM Models.
- Sewer system capacity evaluations including XP-SWMM Modeling.
- Drainage remediation assessment for Woodland Drive and other locations.
- Analysis of flood reduction efforts using XP-SWMM for Crystal Creek.
- Wetland restoration at Cove Pond to protect lake quality.
- Hydrology and water budget studies for Crystal Lake and Vulcan Lakes.
- Shoreline stabilization evaluation and stabilization design.
- Best management practices design especially stormwater infiltration design.
- Preparation of the Crystal Lake Watershed Stormwater Management Design Manual.
- Preparation of the Crystal Lake Clean Lakes Phase I Diagnostic Study.

- Review of new development for compliance with the Crystal Lake Stormwater Ordinance from 2003-2008.
- Review of new development in the Crystal Lake watershed to preserve and protect lake water quality and quantity from 2005-2008.
- “City of Crystal Lake Flooding Analysis”. This study included work very similar to that requested by Downers Grove. As part of this study, Hey evaluated numerous creative solutions to solving flooding problems related to high groundwater, drainage deficiencies and overbank flooding. The study evaluated tile drainage, water level management, enhanced storm sewer drainage, increased flood conveyance and stormwater pumping. Each of these alternatives was balanced against cost and the need to protect Crystal Lake water quality and quantity using best management practices.

### *City of Elgin, Illinois*



Hey and Associates has provided the City of Elgin with extensive stormwater and floodplain engineering services over the last decade. We began our services to the City with the Tyler Creek Management Plan. This plan cited the deficiencies of a past regional stormwater management strategy while documenting the need for better stormwater detention control and water quality management through best management practices. Other significant projects for the City have included:

- Tyler Creek Regional Stormwater Detention Analysis. This study explored the effect of implementing 100 acre-feet of regional detention storage on flood levels of Tyler Creek.
- Tyler Creek base flood elevation determination and mapping. This study was adopted as the FIS for the City.
- Eagle Heights drainage analysis to relieve nuisance flooding due to a combination of overbank flooding, inadequate main channel conveyance and inadequate storm sewer capacity. This analysis was performed using HEC-RAS and XP-SWMM.
- Tyler Creek best management practices design to add wetland water quality basins at the outlets of critical storm sewers along the creek. The project also included selected streambank stabilization locations to limit sedimentation of the creek.
- Floodplain analysis and permitting using HSPF and FEQ unsteady hydraulic modeling for Elgin Riverfront Redevelopment projects.
- Festival Park floodplain permitting using HSPF and FEQ unsteady hydraulic modeling.
- Wing Park floodway analysis, permitting and floodway remapping for new recreational facilities.
- Grand Victoria Riverboat Casino water resources permitting and dredging design.
- Design of the Elgin Regional Park including BFE determination, floodway remapping, stormwater management design and design of a demonstration BMP “park”.
- Design of compensatory storage facilities to offset Fox River floodplain fills. This project was undertaken to facilitate downtown redevelopment.
- Review of new development projects for conformance with the Elgin Stormwater Ordinance.

### *Poplar Creek Study Area Detailed Watershed Plan*



Hey and Associates is working with the Metropolitan Water Reclamation District of Greater Chicago to complete a Detailed Watershed Plan for the Poplar Creek Study Area. The Poplar Creek Study Area includes five watersheds (Poplar Creek, Spring Creek, Flint Creek, West Branch DuPage River and Brewster Creek) that cover the northwestern part of Cook County.

In 2008, Hey and Associates completed Phase A of the project which included a significant data collection, inventory and assessment effort. Data assessment included technical reviews of existing hydrologic and hydraulic models, wetland and riparian information, water quality, land use, soils, existing watershed plans, stormwater problems, FEMA floodplain/floodway mapping, and other GIS data. The data collected from various sources was cataloged and converted to digital file formats as necessary to provide input and direction for Phase B of the project.

Phase B was initiated in September 2008. Phase B includes the preparation of detailed hydrologic and hydraulic modeling, the development and analysis of flood control alternatives, and the preparation of floodplain maps for all of the studied reaches. Detailed hydraulic models will be prepared for nearly 60 linear miles of waterways. Modeling will be performed using HEC-HMS and HEC-RAS modeling software from the U.S. Army Corps of Engineers, including the GeoHMS and GeoRAS. GIS data is being used to facilitate development of hydrologic inputs and parameters including subbasin delineation, time of concentration, runoff curve numbers, impervious areas and drainage patterns. New survey is being conducted to obtain channel profiles, channel cross sections, bridge and culvert crossings, dams, weirs, and significant detention basin outlets. Calibration will be completed for historical storm events including the September 13, 2008 event. On September 14th, Hey and Associates staff obtained high water marks at over 40 structures throughout the watershed.

The hydrologic and hydraulic modeling results were used to create inundation maps and assess potential flood damage locations. The models will also be used to develop alternative solutions to address flood damages in accordance with the Cook County Stormwater Management Plan. The final recommendations will be provided in the watershed plan documentation and will include discussions of data collection, hydrologic and hydraulic modeling, alternative evaluation and selection, water quality enhancement, economic analyses, and implementation plans.

### *North Shore Drive Culvert Design, Crystal Lake, Illinois*



The City of Crystal Lake retained Hey and Associates, Inc. to design a new outfall and drainage channel from Cove Pond and Woodland Channel to Crystal Lake. The current outfalls and overland flow path are inadequate for events larger than 2-year events and the area consequently exhibits frequent flooding.

For the main crossing, three 50-foot long 6'x3' box culverts were designed along with associated road and

embankment repair. Channel improvements into Crystal Lake also were designed and permitted with IDNR-OWR, the Corps of Engineers and U.S. Fish and Wildlife Service.

The proposed design will convey the 50-year event or below existing road elevation. In addition to improving local drainage and increasing conveyance and capacity, the new open channel feature will provide suitable substrate and an open water route for fish migration and potential spawning between Crystal Lake, Woodland Channel and Cove Pond. The engineer's estimate of project cost was \$439,000.

Components of the proposed design include:

- Design of three 6' x 3' 50' long culverts under North Shore Drive
- Design of a 6' x 3' outlet culvert from Woodland Channel
- Design of three 50' 7' x 3' box culverts under for emergency vehicle access
- Design of a new open channel with cobble bottom
- Dredging of new channel into Crystal Lake
- Permitting with OWR, COE and USFWS

### *Spring Brook Tributary to Salt Creek Watershed Plan Addendum, DuPage County, Illinois*

Hey and Associates, Inc. is working with the DuPage County Division of Stormwater Management on providing an addendum to the Spring Brook Tributary to Salt Creek Watershed Plan. This addendum focuses on two separate problem areas in Bloomingdale and Roselle, Illinois. This addendum includes existing conditions hydrologic and hydraulic analysis, estimate of historical flood damages, alternative evaluation, opinion of probable cost, and associated documentation and exhibits. The alternatives recommended in the plan are also required to comply with the DuPage County Stormwater



and Floodplain Ordinance (DPCSFO). The analysis utilized the Spring Brook FEQ unsteady hydraulic model and the DuPage County Historical Storm Series rainfall

The first alternative analyzed involved optimization of an existing labyrinth weir into a flood storage reservoir. The alternative analysis included cutting a notch in the weir for varying lengths and depths in order to divert flood waters into the reservoir for the greatest array of storm events. This reservoir has the ability to further reduce flood damages to residential and commercial structures in both Roselle and Bloomingdale. The second alternative involved designing a retrofit to an existing detention pond that frequently overtops and floods adjacent commercial properties. This analysis included evaluating various alternatives involving outlet structure modification, pond expansion, and creating a deeper pond with a pumped outlet.

An addendum to the 2006 watershed plan is being prepared which includes recommended improvements, damage estimates, alternative benefits and cost estimates. This addendum is used to plan for future capital improvement projects. DuPage County is already planning on constructing the

modifications to the labyrinth weir and 2011 and will utilize the recommendations from this addendum to finalize the design plans.

### ***Reskin Park, Village of Glendale Heights, Illinois***

Hey and Associates, Inc. worked as a subconsultant to Hitchcock Design Group for designing improvements to Reskin Park in Glendale Heights, IL. Reskin Park consists of an existing sports field, playground and eroded channels and ditches. Various erosion problems on the site were generally caused by flood events from Armitage Ditch which flows through the middle of the project site. Proposed improvements to Reskin Park include a new baseball field, picnic facilities, pathways, parking lot, a proposed scenery outlook, and other site amenities. Hey and Associates, Inc. was responsible for proposed improvements including grading, restoration of eroded areas, and other drainage improvements including a naturalized detention basin and a bioswale BMP treating stormwater runoff. The proposed improvements included construction within the floodway of Armitage Ditch which required regulatory modeling and construction of compensatory storage in order to meet permitting requirements. Hey and Associates, Inc. used both FEQ (Full Equations) and HEC-RAS to perform the hydraulic modeling for the existing and proposed conditions within the Armitage Ditch floodplain. The proposed improvements also include the replacement of existing pedestrian bridges over Armitage Ditch with aesthetic bridges to complement the park improvements. Hey and Associates, Inc. provided construction plans and specifications for the various improvements.

Hey and Associates, Inc. was also responsible for creating the erosion and sediment control plan for the project and completing a wetland delineation report for the project site. Stormwater permitting for the project was completed to meet DuPage County's stormwater and floodplain ordinance requirements.

Hey and Associates, Inc. completed a summary of estimated quantities and an opinion of probable cost. The proposed improvements for Reskin Park have an estimated construction cost of \$950,000.

### ***Other Relevant Experience***

Hey has extensive experience evaluating gravity sewer systems using XP-SWMM. XP-SWMM is a dynamic hydrologic and hydraulic model that allows for the detailed assessment of complicated hydraulic systems such as storm sewer and sanitary sewer systems. XP-SWMM can be used to readily identify surface overflow routes in combination with pipe-flow, surcharge locations, the effect of changes to watershed characteristics and the effect of changes in pipe capacity on system performance. In addition to the projects mentioned above, Hey has used XP-SWMM to evaluate flood reduction alternatives for Swansway Ponds in the Village of Deer Park, Trench-It in the Village of Union, Abbott Laboratories in North Chicago among numerous other projects.

We also have tremendous experience with the use of Best Management Practices (BMPs) to control runoff volume. We wrote the City of Chicago Stormwater Ordinance which mandates volume control to preserve sewer capacity. We also prepared the Crystal Lake Watershed Stormwater Management Design Manual. The Manual requires BMPs to reduce runoff volume and provides design guidance for infiltration of stormwater runoff.

## References

Hey and Associates, Inc. has a long history of providing services to municipal government. Our client list includes dozens of public sector clients including municipalities and local government agencies in both Northeastern Illinois and Southeastern Wisconsin. A complete list of our most recent clients arranged by private and public sector is available at [www.heyassoc.com](http://www.heyassoc.com).

## 3. Key Staff Resumes

Our proposed staffing is shown in the organizational chart at the end of this section. Their capabilities are presented below. The individuals have been carefully selected for their experience and talents to provide the Village with a most capable project team. The organization chart shows the key staff that will be primarily responsible for the tasks. Summaries of the capabilities and experience of Hey and Associates staff assigned to the Village follow.

### **Project Manager — Tom Polzin, PE, CFM, CPESC**

Tom Polzin will serve as client and project manager for this project. Tom has more than 20 years of experience solving civil engineering and water resources problems much of that involved in flood reduction. His experience includes stormwater and flood control design, water quality BMP design, and hydrologic and hydraulic analyses of stormwater systems. He is also experienced with site development and infrastructure design including grading, paving, water and sewer improvements. He has performed the analysis and design for urban flood control projects as well as the design and implementation of restoration projects in urban stream corridors. Mr. Polzin also is an experienced and conversant user of XP-SWMM

His qualifications include:

- Successfully managed feasibility studies, preliminary engineering designs, and preparation of construction plans and specifications for surface water management projects including: sewers, stormwater detention facilities, channel modifications, and dams.
- Managed projects for a variety of clients including the IDNR, the Federal Emergency Management Agency, large and small municipalities, county agencies, other consulting firms, and private businesses.
- Serves as Vice Chairman for the Lake County Stormwater Management Commission Technical Advisory Committee. Served as subject matter expert for the Lake County Watershed Development Ordinance Technical Reference Manual.
- Served as project manager for Village of Barrington Global Flood Reduction project.
- Led analysis and design of the North Aurora Towne Centre regional detention, wetland mitigation and flood control project.
- Serves as project manager and technical lead for IDOT drainage investigations and hydraulic reports.
- Has specific DuPage County experience including project manager and technical lead for FEQ and HEC-RAS analysis of Armitage Ditch for Reskin Park in Glendale Heights, project manager and technical lead for civil design, stormwater management and permitting for Leiseberg Park in Bartlett, performed FEQ modeling for Springbrook Creek for Wheaton Sanitary District.

**Dave Kraft, PE, CFM, CPESC**, will serve as project engineer and will be primarily responsible for the analytical portions of the project. Mr. Kraft is a senior engineer with over eight years of experience working on projects with similar scope items in Northeastern Illinois. Dave has experience spanning the full breadth of water resources engineering including advanced hydrologic and hydraulic modeling, site design, grading plans, underground utility design, designing drainage and detention systems, BMP design, completing construction plans and specifications, completing various stormwater management plans/drainage studies/watershed plans, assessing flood damages, performing design for flood control projects, floodplain and floodway modeling and mapping, and performing on-site management for construction activities.

Dave has significant experience in design and evaluation of stormwater management and conveyance systems, particularly utilizing XP-SWMM. Mr. Kraft was responsible for the XP-SWMM modeling done for the Crystal Creek and Village of Barrington projects described above, among many other projects. He has also played a key role in variety of other drainage studies including The Convent of the Holy Spirit site in Northfield and Abbott Park in North Chicago in the last six months.

**Paul Siegfried, EI, CFM, CPESC**, will serve as staff engineer on the project. Paul has provided hydrologic and hydraulic modeling for numerous projects, including existing and proposed conditions BFE determinations, flood control analyses, model conversions and updates, and detention design. He also has experience in stormwater permitting, construction observation, and engineering review.

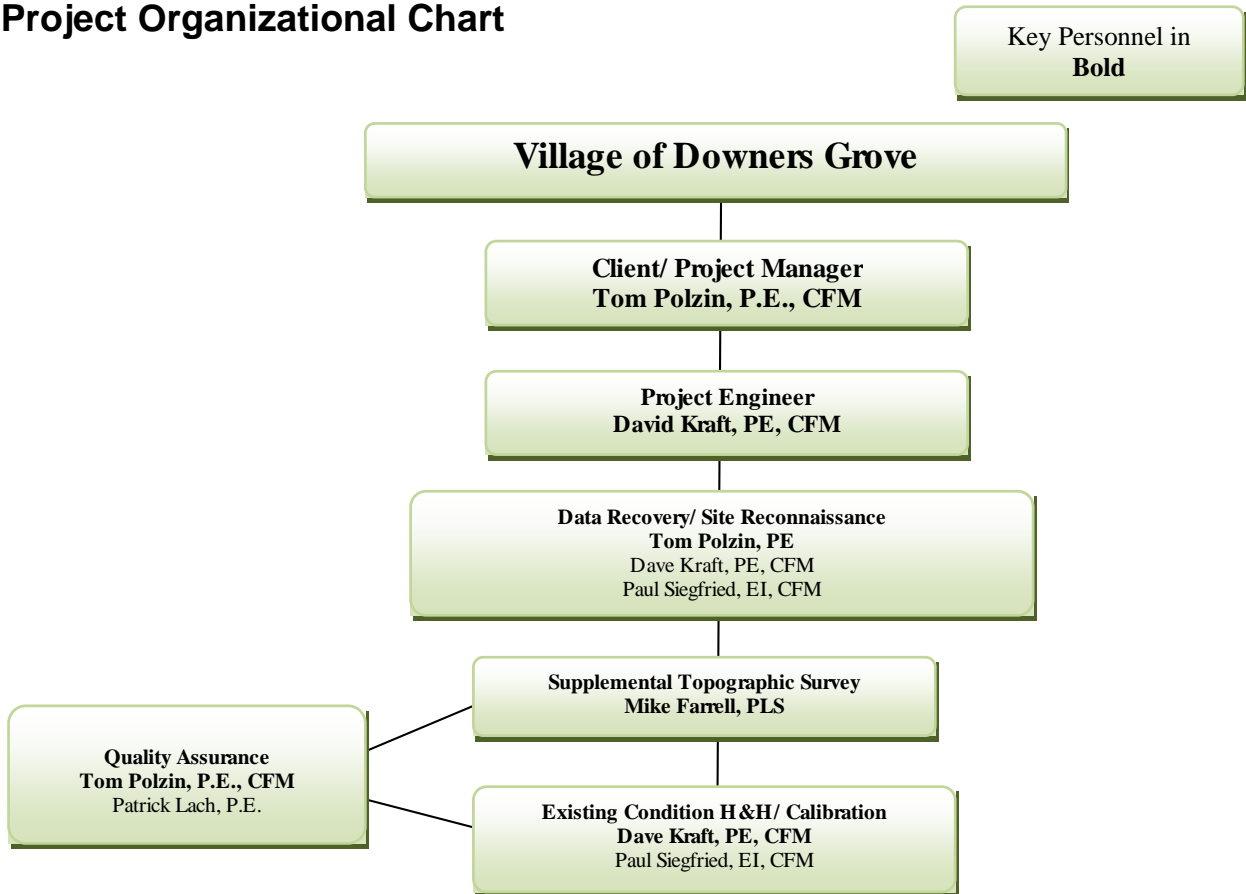
Paul is conversant in XP-SWMM, having provided XP-SWMM modeling for multiple projects. He assisted in performing an XP-SWMM analysis of existing storm sewer and proposed improvements to reduce flooding for the Convent of the Holy Spirit located in Northfield, Illinois. He also provided XP-SWMM modeling for an existing conditions drainage study of Phase II of Abbott Park in Libertyville, Illinois.

Paul has experience working on IDOT projects, including providing hydraulic analysis and permitting for proposed structures and evaluation of flood reduction alternatives. Working as a sub-consultant to Civiltech, Inc., he provided hydraulic analysis and Hydraulic Report preparation for three proposed bridge structures crossing Crystal Creek in Algonquin. He assisted in preparing a Location Drainage Study quantifying problematic flooding and evaluating alternatives near U.S. 30 at West Norman Drain in Will County, Illinois. Paul also performed hydraulic modeling and prepared a Hydraulic Report for IDOT evaluating alternatives to repair the failed culvert under River Road just north of Route 114 in Will County.

**Patrick Lach, PE**, Patrick will assist with QA/QC for the project. Patrick is a senior engineer with experience including advanced hydrologic and hydraulic modeling, site design, grading plans, underground utility design, designing drainage and detention systems, BMP design, completing construction plans and specifications, completing various stormwater management plans/drainage studies/watershed plans, assessing flood damages, performing design for flood control projects, and performing on-site management for construction activities. Mr. Lach is proficient with AutoCAD, Microstation and ArcGIS. He has also completed several urban watershed studies involving hydraulic modeling of separate and combined sewer systems using SWMM and XP-SWMM, calibration to flow meters, alternative analysis, capital improvement planning and cost estimates. These studies included the Norwood Park Drainage Study in Chicago, the West Highlands

Drainage Study in Naperville, the Bee Branch Creek Restoration Alignment Study in Dubuque, Iowa, and various FEMA Letters of Map Revision for the DuPage County Department of Public Works.

### 5. Project Organizational Chart



### 5. Proposed Project Schedule

Schedule								
Task	Week							
	1/3/11	1/10/11	1/17/11	1/24/11	1/31/11	2/7/11	2/14/11	2/21/11
Meetings								
Data Rec., Site Recon, Supp. Data								
Existing Condition H&H Calibration								
Proposed Condition H&H – 4 Alternatives								
Draft Report/Costs								
Final Report/Costs								

Proposed Project Schedule and "Not to Exceed" Fee Proposal

## 6. "Not to Exceed" Fee Proposal

Fee Summary								
		Hours						Fee
		Staff						
		VP Engineering	Sr. Engineer	Staff Engineer	Survey	CAD	Admin	
Task	Rate	\$140	\$110	\$100	\$90	\$65	\$45	
Meetings		4	4	4				\$1,400
Data Recovery, Site Recon, Supplemental Data		1	2	2	16	16		\$3,040
Existing Condition H&H Calibration		2	4	16				\$2,320
Proposed Condition H&H – 4 Alternatives		4	8	32				\$4,640
Draft Report/Costs		8	8	4		8	4	\$3,100
Final Report/Costs		2	4	2		4	2	\$1,270
	<b>Total Hours</b>	21	30	60	16	28	6	
	<b>Cost</b>	\$2,940	\$3,300	\$6,000	\$1,440	\$1,820	\$270	\$15,770
Reimbursables								\$500
							<b>Base Task Total</b>	\$16,270
Optional Task North St. Joseph Creek FEQ		2	20	2				
	<b>Optional Task Cost</b>	\$280	\$2,200	\$200				\$2,680
							<b>Total</b>	\$18,950

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

**PROPOSER:**

Hey and Associates, Inc.  
Company Name

Date: December 17, 2010

26575 W. Commerce Drive, #601  
Street Address of Company

volo@heyassoc.com  
Email Address

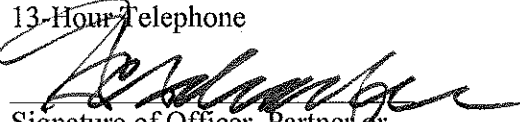
Volo, IL, 60073  
City, State, Zip

Thomas L. Polzin, PE, CFM  
Contact Name (Print)

847-740-0888  
Business Phone

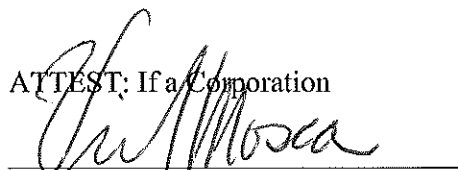
847-404-3383  
13-Hour Telephone

847-740-2888  
Fax

  
Signature of Officer, Partner or  
Sole Proprietor

ATTEST: If a Corporation

Gary C. Schaefer, President  
Print Name & Title

  
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



VENDOR W-9 REQUEST FORM

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Hey and Associates, Inc.

ADDRESS: 26575 W. Commerce Drive, Suite 601

CITY: Volo

STATE: Illinois

ZIP: 60073

PHONE: 847-740-0888 FAX: 847-740-2888

TAX ID #(TIN): 36-4183789

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_

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

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

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

**TYPE OF ENTITY (CIRCLE ONE):**

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company--Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: *[Handwritten Signature]* DATE: Dec. 15, 2010

Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to Watershed Improvements  
Wisconsin St. & Jones Ave proposer Hoy and Associates, Inc. hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. 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.
5. 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

**PROPOSER'S CERTIFICATION (page 2 of 3)**

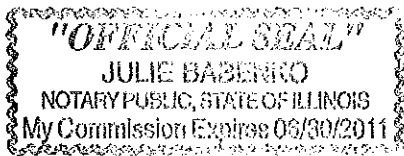
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]  
Proposer's Authorized Agent

3	6	4	1	8	3	7	8	9
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this 15<sup>th</sup> day of Dec., 2010.

[Signature]  
Notary Public)

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: Gary C. Schaefer, P.E., D.WRE

Secretary: Vincent J. Mosca

Treasurer: Vincent J. Mosca

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:

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**PROPOSER'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

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

Insurer's Name CNA (Professional Liab.-PL) The Hartford (Commercial Liab.-CL)

Agent PL-MG Welbel and Assoc., Inc. CL-Suburban Insurance Consultants

Street Address PL-650 Dundee Rd, Ste 170 CL-2170 Point Blvd, Suite 600


City, State, Zip Code PL-Northbrook, IL 60062 CL-Elgin, IL 60123

Telephone Number PL-847-412-1414 CL-847-870-7100

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

Print Name of Company: Hey and Associates, Inc.

Print Name and Title of Authorizing Signature: Gary C. Schaefer, President

Signature: 

Date: December 15, 2010

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

Company Name: Hey and Associates, Inc.

Address: 26575 W. Commerce Drive, Suite 601

City: Volvo, IL Zip Code: 60073

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

E-mail Address: volvo@heyassoc.com

Authorized Company Signature: 

Print Signature Name: Gary C. Schaefer Title of Official: President

Date: December 15, 2010

**Campaign Disclosure Certificate**

Any Contractor, Proposer 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, attached hereto.

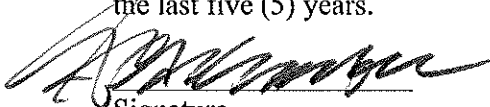
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/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:

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

  
Signature

Gary C. Schaefer  
Print Name

Proposer/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

# 2011-2015 Capital Project Sheet

Project # **SW-062**

## Project Description

## Watershed Improvements, Wisconsin and Janes

### Project summary, justification and alignment to Strategic Plan

The commercial property at 2400 Wisconsin has experienced structural flooding when the intersection of Wisconsin and Janes overflows to the north. This intersection has a tributary area of roughly 145 acres, with minimal stormwater detention. Increasing the size of the storm sewers in this area, in conjunction with additional detention storage, would alleviate the structural flooding at 2400 Wisconsin, as well as the parking lot flooding at 2301 Curtiss.

Cost Summary	New			FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
	Maintenance	Replacement								
Professional Services				200,000						200,000
Land Acquisition										-
Infrastructure	X				2,600,000					2,600,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				200,000	2,600,000	-	-		-	2,800,000

Funding Source(s)	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
243-Stormwater Fund	200,000	2,600,000					2,800,000
							-
							-
							-
<b>TOTAL FUNDING SOURCES</b>	200,000	2,600,000	-	-		-	2,800,000

### Project status and completed work

Design will be performed in 2011, with construction options to be evaluated at that time.

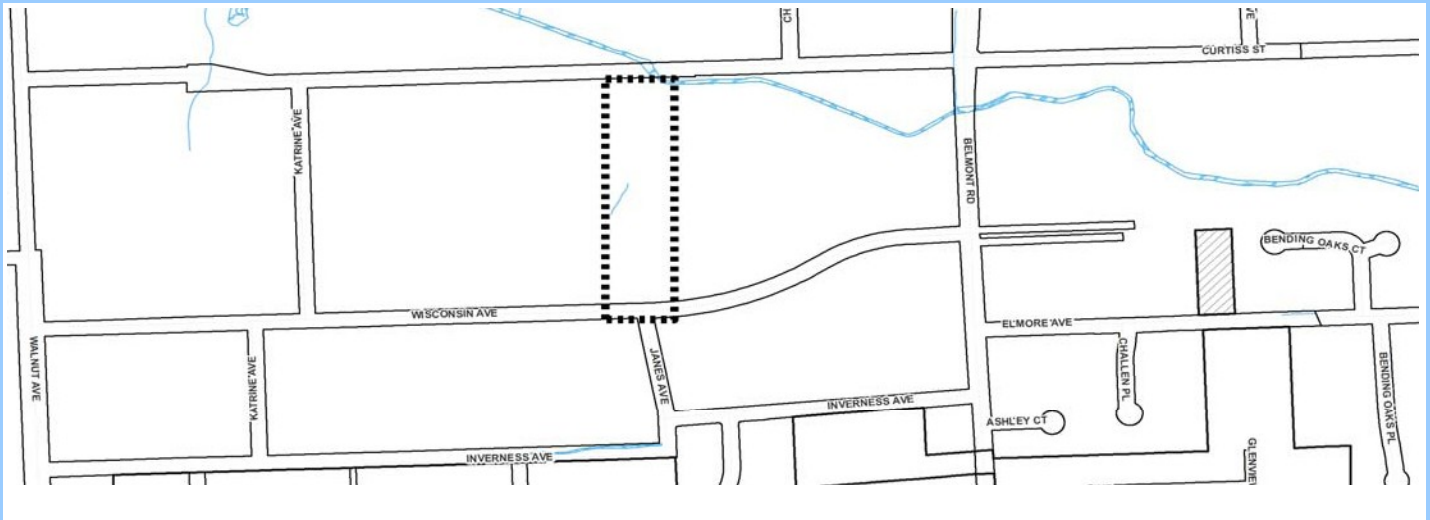
### Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Impact on the operating budget will be determined after the project is designed.

### Map/Pictures of Project



### Internal staff information:

Priority Score **High**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works