

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JANUARY 22, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Contract Award: WIIP Projects Prentiss Creek Sub B, South St. Joseph Creek Sub J and Sunridge Watermain Replacement	✓ Resolution Ordinance Motion Discussion Only	Robin A. Weaver Interim Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize award of a contract for the design of Phase I watershed improvements in Prentiss Creek Subwatershed B and in South St. Joseph Creek Subwatershed J and for the Sunridge Subdivision Watermain Replacement to Engineering Resource Associates of Warrenville, Illinois, in the amount of \$246,523 (\$100,000, \$98,006 and \$48,517 respectively).

Staff is asking Council to waive the tradition one-week waiting period in order to allow work to begin as soon as possible on these stormwater improvements. Alternatively, as there is a *fifth* Tuesday in January, the next opportunity for Council to approve this item would be February 5, 2008.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Top Quality Village Infrastructure & Facilities*. A supporting objective of this goal is *Well-Designed, Well-Built and Well-Maintained Village Facilities and Infrastructure*.

FISCAL IMPACT

The adopted FY08 Stormwater Improvement Fund and Water Fund provide \$250,000 for these projects as follows:

Project	Budgeted Amount	Proposed Contract Amount
Prentiss Creek Subwatershed B Improvements	\$100,000	\$100,000
South St. Joseph Creek Subwatershed J Improvements	\$100,000	\$98,006
Sunridge Watermain Replacement	\$50,000	\$48,517
Total	\$250,000	\$246,523

RECOMMENDATION

Approval under the Village Attorney's Report following approval of a motion to waive the traditional one-week waiting period and approve on January 22, 2008.

BACKGROUND

The State of Illinois previously adopted changes to the state law that identifies the difference between taking competitive bids for the purchase of equipment or the process by which a government entity may take proposals for specific professional services. Under this law, the Village takes "bids" when purchasing but it may not take "bids" for professional services. The Village may take proposals that evaluate the professional capabilities of an architect, an engineer or a land surveyor. However, if the Village has a "satisfactory relationship for services with one or more firms," it is not required to take proposals. In considering proposals for professional services, the Village may consider the ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and such other factors as the Village may determine in

writing as applicable. Following a determination that the professional service provider meets the requirements of the Village, a price for services can be negotiated under state law.

The contract is to acquire Phase I design work for two watershed projects and complete design of the watermain replacement for the below listed projects. The following project scopes were presented at the Stormwater and Floodplain Oversight Committee meetings of December 2007 and were approved by the Village Council on January 15, 2008.

Prentiss Creek Subwatershed B Improvements – This multi-year project involves construction of a new detention basin, new and replacement storm sewers and catch basins and modification of depressional storage areas. As currently budgeted and planned, the phases of the project will take place as follows: The replacement of existing storm sewer with a storm sewer of 48 inches in diameter along Fairmount from 67th Street. to north of 65th Street. Work will be done concurrently with water main replacement along Briargate Drive between 67th Street and Blackstone Drive. Construction work will take eight to 10 months in 2008. The construction of a detention basin at the northeast corner of McCollum Park will follow. The basin will be dry ground in between storm events. Construction will take six to eight months in 2009. The new detention basin will be connected to the 67th Street/Blackstone Drive stormwater system. Potentially there will be stormwater improvements north of 63rd Street between Fairmount and Park Avenue. Construction will take six to eight months in 2011. Cleaning and upsizing of storm sewers throughout the area east of Main Street will take place. Construction will take eight to 10 months in 2012.

South St. Joseph Subwatershed J – This multi-year project involves storm sewer installation/replacement and modification of depressional storage areas. As currently budgeted and planned, design engineering and land acquisition will take place in 2008. The installation of a major 78-inch storm sewer down 2nd Street from Grand to Williams and possibly the installation of a storm sewer along Cumnor from 2nd Street under the railroad tracks to Burlington Avenue. Construction will take eight to 10 months in 2010. A 42-inch storm sewer along Cumnor from 4th Street to 2nd Street and along Williams Street between Dallas and 2nd Street will be installed, and a storm sewer would also likely be installed in the vicinity of Fairview Avenue and 2nd Street. Construction will take eight to 10 months in 2012.

Sunridge Watermain Replacement – This project includes the replacement of the existing 6-inch watermain with an 8-inch watermain, which is required due to the age of the pipe. This will increase water flow to hydrants in the area. Work will occur on Briargate, Fairmount, Blackstone, 65th Street, and 67th Street. The project is included in the scope of and will be completed with the Prentiss Creek Subwatershed B Improvements.

ATTACHMENTS

Resolution

Professional Services Agreement

Project Scoping Sheets (2)

Capital Project Sheets (3)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE VILLAGE OF DOWNERS GROVE AND ENGINEERING RESOURCE ASSOCIATES

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of certain Agreements (the “Agreements”), between the Village of Downers Grove (the “Village”) and Engineering Resource Associates (the “Consultant”), for the design of Phase I watershed improvements in Prentiss Creek Subwatershed B (SW-034); in South St. Joseph Creek Subwatershed J (SW-035); and for the Sunridge Subdivision Watermain Replacement (WA-016), as set forth in the form of the Agreements submitted to this meeting with the recommendation of the Village Manager, are hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreements, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreements.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this 11th day of January, 2008 by and between Engineering Resource Associates (or "Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for professional engineering services; and

WHEREAS, the Consultant is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Scope of Services dated January 9, 2008 and January 10, 1008.

II. Term of Agreement

- A. The term of this Agreement will be one year from the date of execution by both parties. The controlling date shall be the date of the last signature. The Agreement may be renewed for an additional term upon written agreement of the parties.
- B. The Consultant has developed a preliminary progress schedule which will be revised as the project progresses. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in the Scope of Services submission dated January 9, 2008 and January 10, 1008. Without such attached invoice, payments will not be made.

III. Compensation

A. Basic Fees:

The Village will pay the Consultant an amount not to exceed \$246,523. This amount was based upon the services listed in the attached Scope of Services submission dated January 9, 2008 and January 10, 1008. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional work performed in excess of the attached Scope of Services submission dated January 9, 2008 and January 10, 1008 that would increase the contract amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Reimbursable Non-Direct Expenses:

These may include support services required to execute the scope of services such as photocopying, messenger/mail and exhibit preparation, etc.

C. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project, all reimbursable

expenses including reproduction, mailing, and equipment and a total reimbursable amount for the billing period, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining in the contract to date.

D. Prompt Payment Act:

The Village of Downers Grove 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 Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant 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.

The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. Insurance and Indemnification of the Village

- A.** The Consultant 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 as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultants operations under this agreement and for which the Consultant may legally liable:
1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultants employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees;
 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 Consultant, or 2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 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;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.
- B.** The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- C.** As evidence of said coverages, Consultant 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 of Downers Grove. In addition, the Consultant 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 Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

V. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant 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.

B. Equal Employment Opportunity

In the event of the Consultant'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 consultant 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 consultant agrees as follows:

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, 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.
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.
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 service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant'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 consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
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 subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the consultant will not utilize any subconsultant 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.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
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;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

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

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or consultant'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: abide by the terms of the statement; and 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.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant'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.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 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 DrugFree Workplace Act.
 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. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Standard of Care

Services performed by the Consultant 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.

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

G. Limitation of Professional Liability

Village agrees to limit Consultant's liability to Village arising from the Consultant's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of Consultant to all those named shall not exceed \$2,000,000 or total fee for the services rendered on this project, whichever is greater.

H. Termination

In the event of the Consultant'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 of default and the Consultant's failure to cure such default within ten days of the notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant 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.

I. Compliance with Laws

All work under the Agreement must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

J. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

K. Successors and Assigns

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.

L. Waiver of Contract Breach

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.

M. Amendment

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

N. Indemnification

The Consultant will 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 Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

P. Severability of Invalid Provisions

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.

Q. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

R. Notice

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 designated representatives of both parties as follows:

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

**Rodney Beadle
Engineering Resource Associates, Inc.
3S701 West Ave., Suite 150
Warrenville IL 60555**

S. Conflict of Provisions

In the event there is a conflict between the provisions contained herein and the Scope of Services submission dated January 9, 2008 and January 10, 1008, the terms herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Engineering Resource Associates, Inc. _____

Village of Downers Grove

By: _____

By: _____

Title: _____

Title: Village Manager

Date: _____

Date: _____

CONSULTANT'S CERTIFICATION

Consultant, Engineering Resource Associates hereby certifies that
(Name of Consultant)

It is not barred from agreeing to this contract for:

WIIP Projects Prentiss Creek Sub B & South St. Joseph Creek Sub J & Sunridge Watermain Replacement
(Description of Contract)

as a result of a violation of either Section 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of Article 33E of Chapter 38 of the Illinois Compiled Statutes.

Consultant further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that consultant 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. Consultant further certifies that if it owes any tax payment(s) to the Department of Revenue, Consultant has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Consultant is in compliance with the agreement.

By: _____
Consultant's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this
_____ day of _____, 20 ____.

or _____
NAME

Notary Public

Social Security Number



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists, & Surveyors

January 10, 2008

Mr. Mike Millette P. E.
Assistant Director of Public Works
Village of Downers Grove
Department of Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Proposal for Engineering Services
Prentiss Creek, Subwatershed B
Problem Areas 600 and 614 and Water Main Improvements

Dear Mike:

Engineering Resource Associates, Inc. (ERA) is please to submit this proposal for engineering services for the Prentiss Creek, Subwatershed B project. The proposal has been prepared in accordance with our recent meeting, your verbal request for proposal, visits to the project site and our experience on previous phases of the project.

Project Understanding

The Village of Downers Grove desires to improve stormwater management facilities and conditions throughout the Village limits. In 2007, the Village completed a study of the four primary drainage basins including Lacy Creek, St. Joseph Creek, St. Joseph Creek and Prentiss Creek. The study analyzed existing conditions and presented proposed improvements to alleviate drainage problems. Subwatershed B is located in the southeast section of the Village.

Drainage problems have been identified in several areas within Subwatershed B. This proposal includes final engineering services related to proposed improvements within areas designated PA 600 and PA 614. In addition, new water main improvements are proposed within the PA 614 area.

www.eraconsultants.com

Chicago
101 North Wacker Drive
Suite 1110
Chicago, IL 60606
F 312.683.0110

Geneva
426 South Third Street
Geneva, IL 60134
T 630.262.8689
F 630.262.8698

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
630.393.3060 T
630.393.2152 F

Proposed improvements for Prentiss Creek, Subwatershed B, PA 600 and PA 614 are summarized as follows.

<i>Corridor</i>	<i>Improvement</i>	<i>From</i>	<i>To</i>	<i>Length (ft)</i>
PA 614				
<i>Fairmount St</i>	<i>48" Storm Sewer</i>	<i>N. of 65th St.</i>	<i>67th St.</i>	<i>2,200</i>
<i>Rear Yards</i>	<i>New Storm Sewer and Inlets</i>	<i>Lyman Ave</i>	<i>Fairmount</i>	<i>800</i>
<i>67th Street</i>	<i>Replace Water Main</i>	<i>Terminus</i>	<i>Oxford St</i>	<i>1,200</i>
<i>67th Street</i>	<i>Replace Water Main</i>	<i>Oxford St</i>	<i>Briargate</i>	<i>1,000</i>
<i>Briargate Dr</i>	<i>Replace Water Main</i>	<i>Fairmount</i>	<i>68th St.</i>	<i>2,200</i>
<i>65th Street</i>	<i>Replace Water Main</i>	<i>Lyman Ave</i>	<i>Fairmount</i>	<i>600</i>
<i>Blackstone Dr.</i>	<i>Replace Water Main</i>	<i>Oxford St</i>	<i>67th St</i>	<i>1,300</i>
<i>Fairmount St</i>	<i>Replace Water Main</i>	<i>67th St</i>	<i>Briargate</i>	<i>300</i>
PA600				
<i>Fairmount St</i>	<i>24" Storm Sewer</i>	<i>61st St</i>	<i>62nd St</i>	<i>500</i>
<i>Fairmount St</i>	<i>27" Storm Sewer</i>	<i>62nd St</i>	<i>62nd Ct</i>	<i>400</i>
				10,500
Project Total Length				

The Village of Downers Grove now desires to retain ERA to provide design engineering services for the improvements as described above. It is our understanding that the budgeted construction cost for this phase is approximately \$1,400,000 for PA 614 storm sewers, \$1,220,000 for PA 614 water mains and \$325,000 for PA 600 storm sewers. The Village desires to construct these improvements in 2008. It is our understanding that detention pond construction is not included in the 2008 scope of construction work. Detention pond construction and storm sewer improvements along 67th street are anticipated in 2009. Roadway improvements are also anticipated in future years.

Scope of Services

ERA will provide engineering services in accordance with the following work plan.

1. Meetings and Coordination

- a. Kickoff meeting with Village staff
- b. Two neighborhood meetings
- c. Two meetings with Park District to discuss McCollum Park detention pond
- d. One meeting with Village Board

2. Data Acquisition

- a. Aerial based tax mapping from DuPage County
- b. Digital contour mapping from DuPage County
- c. Previous plans from Village
- d. Storm, sanitary and water atlases from Village
- e. Internal television tapes, if available, from Village



- f. Private utility atlases from utility companies including electric, telephone, gas and cable
- g. Floodway and floodplain mapping from FEMA
- h. Information from previous studies from ERA files and from Village

3. *Field Survey*

- a. Field topographic survey along storm sewer and water main corridors
 - i. Planimetric features within rights of way and 50 ft wide corridor along alignments outside of rights of way
 - ii. Public utility structures including rim and invert elevations, pipe or main sizes, pipe directions, etc.
- b. Field topographic survey of potential detention pond area in northeast corner of McCollum Park (approximately 4.5 acres)
- c. Scope of services does not include plats of survey, plats or easement or acquisition related services

4. *Base Plans*

- a. Merge acquired data and downloaded survey data
- b. Prepare base plans of existing conditions along storm sewer and water main corridors. Plot scales will be 1"=20' horizontal, 1"=2' vertical.
- c. Provide base plans to Village and utility companies for verification of facilities

5. *Stormwater Analysis*

- a. Refine stormwater modeling from previous studies to verify drainage areas and flow characteristics using XP-SWMM
- b. Analyze hydraulic effect of potential detention facilities at McCollum Park
- c. Submit letter format stormwater report to summarize analysis and provide recommendations

6. *McCollum Park Detention Pond Preliminary Site Plan*

- a. Prepare preliminary engineering site plan for McCollum Park detention pond to show proposed layout and limits of improvements.

7. *Plans Specifications and Estimates (PS&E)*

- a. Prepare plans to show proposed improvements including the following anticipated sheets
 - i. Cover Sheet and Location Map (1 sheet)
 - ii. General Notes and Typical Sections (1 sheet)
 - iii. Alignment Plan, 1"=100' (1 sheet)
 - iv. Plan & Profile Sheets, 1"=20' (19 sheets)
 - v. Erosion Control and Restoration Sheets, 1"=50' (6 sheets)
 - vi. Construction Details (5 sheets)



- b. Prepare specifications using IDOT standards and Village of Downers Grove front end documents
- c. Prepare engineer's opinion of probable construction cost using unit price pay items
- d. PS&E will be submitted for review and approval from Village staff at the 75%, 90% and 100% completion stages
- e. Meet with Village staff to review comments following each submittal
- f. Revise PS&E accordingly

8. *Permit Assistance*

- a. Assist in preparing permit applications and backup documentation and supporting calculations for the following regulatory authorities
 - i. Village of Downers Grove – Stormwater management permit
 - ii. Illinois Department of Natural Resources, IEPA – Water main permit
- b. It is our understanding that a DuPage County tabular stormwater permit application will not be required for this project. Additional scope and fees will be negotiated if one is required.

9. *Bidding Assistance*

- a. Provide reproducible plans and specifications for printing and distribution by Village staff
- b. Attend pre-bid meeting
- c. Respond to bidder questions and assist in preparing addenda
- d. Review bids and provide award recommendations

10. *Deliverables*

- a. Base Plans – 3 printed sets
- b. McCollum Park Detention Pond Preliminary Site Plan – 3 printed sets and electronic pdf file
- c. 75% PS&E – 3 printed sets
- d. 90% PS&E – 3 printed sets
- e. 100% PS&E – 10 printed sets and electronic pdf files of PS&E for bid distribution by Village staff

Schedule

ERA will provide engineering services described above in accordance with the following anticipated project schedule.

Project Initiation	January, 2008
Complete Field Survey and Base Plans	January, 2008
Complete Stormwater Analysis	February, 2008
Submit 75% PS&E	March, 2008
Submit 90% PS&E	March, 2008
Submit 100% PS&E and Issue for Bids	April, 2008



Fees

Fees for engineering services described in this proposal are proposed on a cost plus, not to exceed basis using an hourly rate multiplier of 2.85 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup. Our total not to exceed fee for this assignment is \$148,517.

A detailed summary of anticipated hours and fees and average hourly payroll rates is included on the following page.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this important project. Please advise if you have any questions or comments.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.



Rodney A. Beadle, P.E., C.F.M.
President



Hour and Fee Summary

Village of Downers Grove
Prentiss Creek, Subwatershed B, PA 600 and PA 614

Prepared By:
 Engineering Resource Associates, Inc.
 10-Jan-08

Multiplier Rate: **2.85**

Task	Pay Rate:	PD	PM	PE	SE	CC	FT	CT	CL	Total	Total
Charge Rate:		\$75.00	\$60.00	\$40.50	\$28.00	\$26.00	\$20.00	\$30.00	\$21.25	Hours	Fees
		\$213.75	\$171.00	\$115.43	\$79.80	\$74.10	\$57.00	\$85.50	\$60.56		
1. Meetings & Coordination		8	12	20	20	0	0	0	6	66	\$8,030
2. Data Acquisition		1	2	6	12	0	0	0	0	21	\$2,206
3. Field Survey		0	4	8	16	120	120	8	0	276	\$19,300
4. Base Plans		2	8	12	16	0	0	154	0	192	\$17,624
5. Stormwater Analysis		8	16	40	60	0	0	24	6	154	\$16,266
6. McCollum Park Detention Plan		2	4	8	16	0	0	24	0	54	\$5,364
7. Plans, Specifications and Estimates											
75% Submittal		12	40	64	96	0	0	168	0	380	\$38,817
90% Submittal		8	20	36	48	0	0	80	0	192	\$19,956
100% Submittal		4	12	18	24	0	0	40	0	98	\$10,320
8. Permit Assistance		2	6	12	20	0	0	8	4	52	\$5,361
9. Bidding Assistance		1	2	4	8	0	0	0	4	19	\$1,898
Subtotal		48	126	228	336	120	120	506	20	1504	\$145,142
Direct Costs											
Mileage											\$875
Printing											\$2,250
Shipping											\$250
Subtotal, Direct Costs											\$3,375
Project Totals											\$148,517

PD = Project Director
PM = Project Manager
PE = Project Engineer
SE = Staff Engineer
CC = Crew Chief
FT = Field Technician
CT = Cadd Technician
CL = Clerical



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists, & Surveyors

January 9, 2008

Mr. Mike Millette P. E.
Assistant Director of Public Works
Village of Downers Grove
Department of Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Proposal for Engineering Services
St. Joseph Creek, Subwatershed J, Phase I

Dear Mike:

Engineering Resource Associates, Inc. (ERA) is please to submit this proposal for engineering services for the St. Joseph Creek, Subwatershed J project. The proposal has been prepared in accordance with our recent meeting, your verbal request for proposal, visits to the project site and our experience on previous phases of the project.

Project Understanding

The Village of Downers Grove desires to improvement stormwater management facilities and conditions throughout the Village limits. In 2007, the Village completed a study of the four primary drainage basins including Lacy Creek, St. Joseph Creek, St. Joseph Creek and Prentiss Creek. The study analyzed existing conditions and presented proposed improvements to alleviate drainage problems. Subwatershed J is an approximately 200 acre area east of Grand Avenue and adjacent to both sides of the Burlington Northern railroad tracks.

Proposed improvements include new storm sewers to reduce flooding frequency and to convey flows more effectively towards St. Joseph Creek . In addition, there are two properties at the corner of 2nd Street and Cumnor Road which may be available for acquisition. These properties are subject to chronic flooding problems and could be potentially demolished and converted to stormwater detention facilities.

Proposed improvements for St. Joseph Creek Subwatershed J are summarized as follows.

www.eraconsultants.com

Chicago
101 North Wacker Drive
Suite 1110
Chicago, IL 60606
F 312.683.0110

Geneva
426 South Third Street
Geneva, IL 60134
T 630.262.8689
F 630.262.8698

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
630.393.3060 T
630.393.2152 F

<i>Corridor</i>	<i>From</i>	<i>To</i>	<i>Pipe Dia. (in.)</i>	<i>Length (ft.)</i>
<i>Phase I – 2008</i>				
<i>2nd Street Corridor</i>	<i>St. Joseph Creek</i>	<i>Fairview Avenue</i>	<i>78"</i>	<i>1,400</i>
<i>2nd Street</i>	<i>Fairview Avenue</i>	<i>Cumnor Road</i>	<i>78"</i>	<i>1,500</i>
<i>Cumnor Street Corridor</i>	<i>2nd Street</i>	<i>Burlington Avenue</i>	<i>60"</i>	<i>550</i>
<i>Burlington Road</i>	<i>Railroad Crossing</i>	<i>Cumnor Road</i>	<i>60"</i>	<i>200</i>
<i>2nd Street</i>	<i>Cumnor Road</i>	<i>Williams Street</i>	<i>42"</i>	<i>1,100</i>
<i>Phase I Total</i>				<i>4,750</i>
<i>Phase II – 2010</i>				
<i>Cumnor Street</i>	<i>2nd Street</i>	<i>4th Street</i>	<i>42"</i>	<i>600</i>
<i>Williams Street</i>	<i>2nd Street</i>	<i>Dallas Street</i>	<i>42"</i>	<i>1,000</i>
<i>Cumnor Street</i>	<i>Detention Basins</i>			
<i>Phase II Total</i>				<i>1,600</i>
<i>Phase III – Future</i>				
<i>Misc. Storm Relief Outlets Roadway Improvements</i>	<i>All Streets</i>		<i>12" – 15"</i>	<i>6,350</i>

The Village of Downers Grove now desires to retain ERA to provide design engineering services for Phase I improvements as described above. It is our understanding that the budgeted construction fee for this phase is approximately \$1,825,000.

Scope of Services

ERA will provide engineering services in accordance with the following work plan.

1. Meetings and Coordination

- a. Kickoff meeting with Village staff
- b. Two neighborhood meetings
- c. One meeting with Village Board



2. *Data Acquisition*

- a. Aerial based tax mapping from DuPage County
- b. Digital contour mapping from DuPage County
- c. Previous plans from Village
- d. Storm, sanitary and water atlases from Village
- e. Internal television tapes, if available, from Village
- f. Private utility atlases from utility companies including electric, telephone, gas and cable
- g. Floodway and floodplain mapping from FEMA
- h. Information from previous studies from ERA files and from Village

3. *Field Survey*

- a. Field topographic survey along storm sewer corridors
 - i. Planimetric features within rights of way and 50 ft wide corridor along alignments outside of rights of way
 - ii. Public utility structures including rim and invert elevations, pipe or main sizes, pipe directions, etc.
- b. Field topographic survey of two potential detention pond properties at Cumnor Road and 2nd Street
- c. Scope of services does not include plats of survey, plats or easement or acquisition related services

4. *Base Plans*

- a. Merge acquired data and downloaded survey data
- b. Prepare base plans of existing conditions along storm sewer corridors. Plot scales will be 1"=20' horizontal, 1"=2' vertical.
- c. Provide base plans to Village and utility companies for verification of facilities

5. *Stormwater Analysis*

- a. Refine stormwater modeling from previous studies to verify drainage areas and flow characteristics using XP-SWMM
- b. Analyze hydraulic effect of potential detention facilities at two properties at Cumnor Road and 2nd Street
- c. Analyze potential of constructing a new parallel storm sewer line vs. complete replacement
- d. Submit letter format stormwater report to summarize analysis and provide recommendations

6. *Plans Specifications and Estimates (PS&E)*

- a. Prepare plans to show proposed improvements including the following anticipated sheets
 - i. Cover Sheet and Location Map (1 sheet)
 - ii. General Notes and Typical Sections (1 sheet)



- iii. Alignment Plan, 1"=100' (1 sheet)
- iv. Plan & Profile Sheets, 1"=20' (8 sheets)
- v. Erosion Control and Restoration Sheets, 1"=50' (3 sheets)
- vi. Construction Details (3 sheets)
- b. Prepare specifications using IDOT standards and Village of Downers Grove front end documents
- c. Prepare engineer's opinion of probable construction cost using unit price pay items
- d. PS&E will be submitted for review and approval from Village staff at the 75%, 90% and 100% completion stages
- e. Meet with Village staff to review comments following each submittal
- f. Revise PS&E accordingly

7. *Permit Assistance*

- a. Assist in preparing permit applications and backup documentation and supporting calculations for the following regulatory authorities
 - i. pillage of Downers Grove – Stormwater management Permit
 - ii. Burlington Northern Railroad – Railroad crossing permit
- b. It is our understanding that a DuPage County tabular stormwater permit application will not be required for this project. Additional scope and fees will be negotiated if one is required.

8. *Bidding Assistance*

- a. Provide reproducible plans and specifications for printing and distribution by Village staff
- b. Attend pre-bid meeting
- c. Respond to bidder questions and assist in preparing addenda
- d. Review bids and provide award recommendations

9. *Deliverables*

- a. Base Plans – 3 printed sets
- b. 75% PS&E – 3 printed sets
- c. 90% PS&E – 3 printed sets
- d. 100% PS&E – 10 printed sets and electronic pdf files of PS&E for bid distribution by Village staff

Schedule

ERA will provide engineering services described above in accordance with the following anticipated project schedule.

Project Initiation	January, 2008
Complete Field Survey and Base Plans	February, 2008
Complete Stormwater Analysis	April, 2008
Submit 75% PS&E	May, 2008



Submit 90% PS&E
Submit 100% PS&E and Issue for Bids

June, 2008
July, 2008

Fees

Fees for engineering services described in this proposal are proposed on a cost plus, not to exceed basis using an hourly rate multiplier of 2.85 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup. Our total not to exceed fee for this assignment is \$98,006.

A detailed summary of anticipated hours and fees and average hourly payroll rates is included on the following page.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this important project. Please advise if you have any questions or comments.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.



Rodney A. Beadle, P.E., C.F.M.
President



Hour and Fee Summary

Village of Downers Grove
St. Joseph Creek, Subwatershed J, Phase I

Prepared By:
 Engineering Resource Associates, Inc.
 9-Jan-08

Multiplier Rate: **2.85**

Task	Pay Rate:	PD	PM	PE	SE	CC	FT	CT	CL	Total Hours	Total Fees
	Charge Rate:	\$75.00	\$60.00	\$40.50	\$28.00	\$26.00	\$20.00	\$30.00	\$21.25		
1. Meetings & Coordination		6	8	16	16	0	0	0	4	50	\$6,016
2. Data Acquisition		1	2	4	8	0	0	0	0	15	\$1,656
3. Field Survey		0	2	4	12	72	72	8	0	170	\$11,885
4. Base Plans		2	6	8	12	0	0	100	0	128	\$11,885
5. Stormwater Analysis		6	12	28	44	0	0	16	4	110	\$11,688
6. Plans, Specifications and Estimates											
75% Submittal		8	24	40	60	0	0	110	0	242	\$24,624
90% Submittal		6	14	22	32	0	0	60	0	134	\$13,899
100% Submittal		2	8	12	16	0	0	36	0	74	\$7,535
7. Permit Assistance		2	6	8	14	0	0	8	4	42	\$4,420
8. Bidding Assistance		1	2	4	8	0	0	0	4	19	\$1,898
Subtotal		34	84	146	222	72	72	338	16	984	\$95,506
Direct Costs											
Mileage											\$750
Printing											\$1,500
Shipping											\$250
Subtotal, Direct Costs											\$2,500
Project Totals											\$98,006

PD = Project Director
PM = Project Manager
PE = Project Engineer
SE = Staff Engineer
CC = Crew Chief
FT = Field Technician
CT = Cadd Technician
CL = Clerical

2008-2012 CAPITAL PROJECT SHEET

Proj. #: SW-034

Project Description: Watershed Improvements - Prentiss , Sub B (Fairmount)

Project Lead: Michael D. Millette Dept.: Public Works

Fund: 243 Program: 343 Project Type: New Project/Expansion Changed
 Replacement Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	X						X	1

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services	100,000	100,000			141,000		341,000
Land Acquisition		25,000					25,000
Infrastructure Improvements	1,400,000	1,125,000		1,000,000	3,650,000		7,175,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
TOTAL COST	1,500,000	1,250,000	-	1,000,000	3,791,000	-	7,541,000
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼	1,500,000	1,250,000		1,000,000	3,791,000		7,541,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	1,500,000	1,250,000	-	1,000,000	3,791,000	-	7,541,000

1. Briefly Describe and provide justification for this Capital Project Request.

Improvements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re-grading depressional storage areas, new and replacement storm sewers and catch basins.

2. Describe the project status and completed work.

New project in FY2008.

3. Describe any anticipated grants related to the project.

None

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Projected Operating Expenses	-	-	-	-	-	-	-

Map and/or pictures of Project/Project Area:

2008-2012 CAPITAL PROJECT SHEET

Proj. #: SW-035

Project Description: Watershed Improvements - St. Joseph S. Br., Sub J

Project Lead: Michael D. Millette Dept.: Public Works

Fund: 243 Program: 343 Project Type: New Project/Expansion Changed
 Replacement Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	X						X	1

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services	100,000		100,000		200,000	514,000	914,000
Land Acquisition	325,000		325,000				650,000
Infrastructure Improvements			1,825,000		4,875,000	7,600,000	14,300,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
TOTAL COST	425,000	-	2,250,000	-	5,075,000	8,114,000	15,864,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼	425,000		2,250,000		5,075,000	8,114,000	15,864,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	425,000	-	2,250,000	-	5,075,000	8,114,000	15,864,000

1. Briefly Describe and provide justification for this Capital Project Request.

Improvements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re-grading depressional storage areas, voluntary buy-outs, new and replacement storm sewers and catch basins.

2. Describe the project status and completed work.

New project in FY2008.

3. Describe any anticipated grants related to the project.

None

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Projected Operating Expenses	-	-	-	-	-	-	-

Map and/or pictures of Project/Project Area:

2008-2012 CAPITAL PROJECT SHEET

Proj. #: WA-016

Project Description: Watermain Replacement, Sunridge Subdivision

Project Lead: David Bird

Dept.: Public Works - Water

Fund: 481

Program: 393

Project Type: New Project/Expansion Changed
 Replacement Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:		X			X			2

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services	50,000						50,000
Land Acquisition							-
Infrastructure Improvements	1,750,000						1,750,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
TOTAL COST	1,800,000	-	-	-	-	-	1,800,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
481-Water Fund ▼	1,800,000						1,800,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	1,800,000	-	-	-	-	-	1,800,000

1. Briefly Describe and provide justification for this Capital Project Request.

This project includes the replacement of the existing 6" watermain with an 8" watermain which is required due to the age of the pipe. This will increase water flow to hydrants in the area. Work will occur on Briargate, Fairmount, Blackstone, 65th, and 67th.

2. Describe the project status and completed work.

No work has started. Construction estimate has been increased.

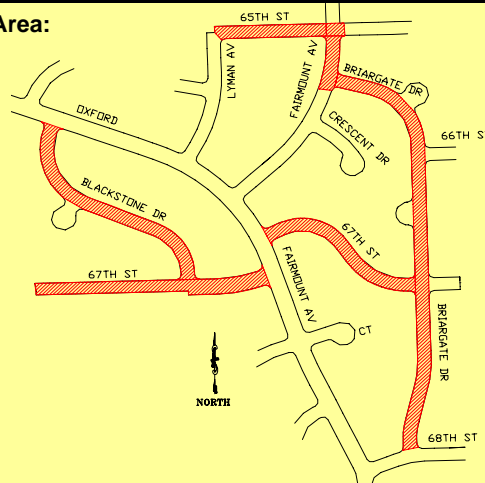
3. Describe any anticipated grants related to the project.

None

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Projected Operating Expenses	-	-	-	-	-	-	-
Reduced main break repairs and curb and street restorations.							

Map and/or pictures of Project/Project Area:



VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Director of Public Works **DATE:** January 22, 2008
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE VILLAGE OF DOWNERS GROVE AND ENGINEERING RESOURCE ASSOCIATES", as presented.

SUMMARY OF ITEM:

Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove and Engineering Resources Associates for certain watershed improvement projects.

RECORD OF ACTION TAKEN:
