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

SUBJECT:	TYPE:		SUBMITTED BY:
Contract Award: WIIP Projects			
Brook Drive & Centre Circle,	✓	Resolution	
Parrish Court, Venard & Acorn,		Ordinance	
Barneswood (Saratoga – Highland)		Motion	Robin A. Weaver
and Lacey Creek Retaining Wall		Discussion Only	Interim Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize award of a contract for the design of watershed improvements for the projects Brooke Drive and Centre Circle Drainage Improvements; Parrish Court Drainage Improvements; Venard and Acorn Storm Sewer Replacement; Barneswood Storm Sewer Replacement; and Lacey Creek Retaining Wall Replacement to V3 Companies of Illinois, Ltd., of Woodridge, Illinois, in the amount of \$334,980 (\$29,980; \$8,000; \$37,000; \$10,000 and \$250,000 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 budget provides \$335,000 for these projects as follows:

Project	Budgeted Amount	Proposed Contract Amount
Brooke Drive and Center Circle Drainage Improvements	\$30,000	\$29,980
Parrish Court Drainage Improvements	\$8,000	\$8,000
Venard and Acorn Storm Sewer Replacement	\$37,000	\$37,000
Barneswood Storm Sewer Replacement	\$10,000	\$10,000
Lacey Creek Retaining Wall Replacement	\$250,000	\$250,000
Total	\$335,000	\$334,980

The CIP budget for Lacey Creek Retaining Wall has \$150,000 for design engineering in 2008 and \$100,000 for design engineering in 2009. Based on resident comments regarding the extension of culverts and on engineering advice from the consultants, the design work would be best done all at one time. It is both a more logical way to proceed and a more cost effective way to conduct the engineering work. This will require a budget amendment later in the year. Because bonds will be issued later this year, the funds will be available.

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 design engineering work for the below listed stormwater projects. The following project scopes were presented at the Stormwater and Floodplain Oversight Committee meetings in December 2007 and were approved by the Village Council on January 15, 2008.

<u>Brook Drive and Centre Circle Drainage Improvements</u> – New inlets and replacement of storm sewers along Brook Drive and Center Circle will take approximately two months of construction in 2009.

<u>Parrish Court Drainage Improvements</u> – Replacement of flat inlet grates with the high efficiency inlet grates will allow storm water to enter the system even when a buildup of debris is present. Construction is estimated to take one month in 2008.

<u>Venard and Acorn Storm Sewer Replacement</u> – Work will include replacement of existing storm sewer pipes with larger ones and the installation of high efficiency inlet grates. Construction is expected to last two months in 2008.

<u>Barneswood Storm Sewer Replacement</u> – Work will includes replacement of two road culverts with larger ones and the installation of high efficiency inlet grates. Construction work will take one to two months in 2008.

<u>Lacey Creek Retaining Wall Replacement</u> – This project includes replacement of 1000 lineal feet of railroad retaining wall along Highland Avenue between Barneswood Drive and Oak Hill Road to improve safety and increase creek capacity; replacement of inlets; addition of inlets; and the creation of opportunities for sump pump connection. Initial work will take place in 2009.

ATTACHMENTS

Resolution Professional Services Agreement Project Scoping Sheets (5) Capital Project Sheets (5)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE VILLAGE OF DOWNERS GROVE AND V3 COMPANIES OF ILLINOIS, LTD.

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 V3 Companies of Illinois, Ltd. (the "Consultant"), for the design of watershed improvements for the projects: DR-001 Brook Drive & Centre Circle; SW-029 Parrish Court; SW-030 Venard & Acorn; SW-031 Barneswood (Saratoga Highland); and SW-007 Lacey Creek Subwatershed G (Phase I), 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 forms 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
ssed:	·
est:	
Village Clerk	

AGREEMENT

This Agreement is made this <u>11th</u> day of <u>January</u>, 2008 by and between <u>V3 Consultants of Illinois</u>, <u>Ltd.</u> (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 11, 2008.

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 <u>Scope of Services</u> submission dated <u>January 11, 2008</u>. 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 \$334,980. This amount was based upon the services listed in the attached Scope of Services submission dated January 11, 2008. 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 11, 2008 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 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

Derrick L. Martin V3 Companies of Illinois, Ltd. 7325 Janes Ave. Warrenville IL, 60517

S. Conflict of Provisions

In the event there is a conflict between the provisions contained herein and the <u>Scope of Services</u> submission dated <u>January 11, 2008</u>, the terms herein shall prevail.

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

V3 Companies of Illinois, Ltd.	Village of Downers Grove		
By:	By:		
Title:	Title: Village Manager		
Date:	Date:		

CONSULTANT'S CERTIFICATION

Consultant, <u>V3 Companies of Illinois, Ltd</u> hereby certifies that (Name of Consultant)

It is not barred from agreeing to this contract for:

WIIP Projects Prentiss Brook Drive & Center Circle, Parrish Court, Venard & Acorn, Barneswood (Saratoga – Highland) & Lacey Creek Sub G (Phase I)_

(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	
	FEDERAL TAXPAYER IDENTIFICATION NUM	ИВЕ
Subscribed and sworn to before me this day of, 20	orNAME	
Notary Public	Social Security Number	_





January 11, 2008

Mr. Michael Millette, P.E. Assistant Director of Public Works Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515

Re: Proposal for Professional Services

Phase II Engineering – Brook Drive & Centre Circle Stormwater Improvements (DR-001)

Downers Grove, DuPage County, Illinois

Dear Mr. Millette:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the Exhibits attached hereto, will constitute an agreement between the Village of Dowers Grove (CLIENT) and V3 (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

Based on information provided by the Village, it is our understanding that street flooding at the intersection of Brook Drive and Centre Circle occurs approximately twice a year and reaches depths of 3 to 4 feet, which prevents access to approximately 10 to 12 business in the area. Past experiences suggest that the flood waters typically drain down within an hour or two after the rainfall ends.

Based on the DuPage County Regulatory Flood Map (RFM), the project area is located at the headwaters of the East Branch DuPage River Glen Park Tributary #1 (also referred to as Oak Creek on the Village's Drainage Control Map). The Glen Park Tributary is a 455-acre tributary that incorporates subwatersheds located in the Village of Lombard, the Village of Downers Grove, and Unincorporated DuPage County. Although detailed hydrologic and hydraulic modeling exists for the East Branch DuPage River, there does not appear to be any regulatory modeling available for the Glen Park Tributary (local studies may be available).

The CLIENT, through a meeting with V3 on January 4, 2008, wishes to proceed with Phase I / Phase II Engineering Services that will evaluate the existing system and recommend a preferred solution, which is anticipated to involve the installation of new inlets and storm sewer replacement / modifications. As such, it is anticipated that the following services will be required:

CHICAGO • DENVER • PHOENIX

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 2 of 5

SCOPE OF SERVICES

A. Data Collection and Field Reconnaissance (E01)

Since this area was not included in the recently completed Watershed Infrastructure Improvement Plan, V3 will review all available existing stormwater information for this area. This information (provided by CLIENT) will include, but not be limited to, the October 2, 2006 rainfall event flood map, a current GIS map with drainage information, storm sewer atlases, roadway information, existing depressional storage analysis, detention pond information, existing drainage studies, DuPage County 2-foot topographic mapping, historical flooding information, storage facility location map, resident survey database and existing wetland delineation information. Recent survey shall also be provided.

Field visits will be completed to evaluate locations where survey data may be required. The field visits will also assist in evaluating depressional storage area overflow and outlet conditions, detention pond outlet conditions, overland flow routes, subbasin drainage divides, storm sewer locations, existing streambank conditions, and identify properties that may be impacted by stormwater flooding.

B. Field Survey (V03)

After a thorough review of existing information, a crew will be sent out to survey any missing data that will be critical in completing hydrologic and hydraulic modeling of the stormwater infrastructure, including storm sewers, depressional storage areas, stream crossings, overland flow, roadway cross-section and detention pond information. The survey will be completed based on the DuPage County and/or the Village of Downers Grove benchmark systems so it can be tied into the DuPage County 2-foot topography.

The areas that require detailed survey will be determined during the Data Collection and Field Reconnaissance phase.

C. Concept Development & Preliminary Engineering (E03)

Based on the information collected in the Data Collection & Field Reconnaissance and Field Survey phases, V3 will evaluate the existing storm sewer system, which may include detailed hydrologic and/or hydraulic modeling. FEQ modeling shall not be performed; however, review of existing FEQ modeling may be necessary. V3 will attempt to calibrate the model using available historical information.

Using the existing conditions evaluation as a baseline, V3 will identify two concept level plans to minimize or eliminate the flooding problems. Each concept level plan will consist of a single page exhibit showing the proposed inlet installation, storm sewer replacement and/or some combination of both. V3 will prepare for and attend one Concept Review Meeting and one Follow-up Review Meeting to discuss alternative solutions and select a preferred solution.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 3 of 5

Upon selection of a concept by CLIENT, V3 shall prepare preliminary design plans (approximately 70% complete) and specifications showing the preferred solution for inlet installation, storm sewer replacement and/or other modifications in the project area. The preliminary plan set will be substantially complete, detailing the work to be performed. V3 shall also prepare an Engineer's Opinion of Probable Costs for the proposed solution.

It is assumed that stormwater permitting, wetland delineation and/or permitting services, and floodplain services are not required for this project.

D. Final Engineering (E04)

Upon receipt of comments from the CLIENT, V3 shall develop final construction plans, specifications, and an engineer's opinion of probable cost to be used as bid documents by the Village of Downers Grove. The specifications shall incorporate the Village's standard "front end" language as provided by the CLIENT. If requested, one Mylar copy of construction plans will also be provided. Client coordination, project management, and project meetings (maximum of three) with CLIENT are included in this task.

COMPENSATION

V3 shall be compensated on a time and materials basis for services performed on this project using a labor multiplier of 2.85. The total not-to-exceed fee for this project is \$30,000. A breakdown of fee by task is shown below and in the attached man-hour estimate (Attachment A).

	TOTAL NOT-TO-EXCEED FEE	\$29,980
E.	Reimbursable and Direct Costs (E99)	\$1,250
D.	Final Engineering (E04)	\$5,400
C.	Concept Development & Preliminary Engineering (E03)	\$7,760
B.	Field Survey (V03)	\$9,200
A.	Data Collection and Field Reconnaissance (E01)	\$6,370

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 4 of 5

EXTENT OF SERVICES

Services provided in this agreement only pertain to the design services listed for the above stated property. In addition, this Agreement does **not** include services for the following:

- Boundary surveys;
- Ecological services, including wetland delineations, assessments and permitting;
- Floodplain and stormwater permitting;
- Traffic signal design or traffic impact analysis;
- Soil borings or other geotechnical services;
- Testing agency services during construction;
- Pumping (lift) station design;
- Electrical or photometric design of site lighting;
- Structural design of any kind;
- Improvements to existing roadways adjacent to site (except patching as required);
- Public meeting or hearing attendance;
- Permitting with other governmental roadway authorities (Tollway, IDOT, DuDOT, etc.);
- Construction Staking or As-Built Survey; and
- Construction Management

If desired, V3 can provide these services as an Additional Service.

PRELIMINARY PROJECT SCHEDULE

Anticipated Notice to Proceed	January 23, 2008
Concept Development & Preliminary Plans	June, 2008
Receipt of Village Review Comments	July, 2008
Final Contract Documents	August, 2008

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 5 of 5

MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scale applicable to the period when V3 services are, in fact, being rendered.

We trust that this proposal meets your approval, and we appreciate the opportunity to work with you on this project.

This proposal, together with the Agreement represents the entire understanding between the CLIENT and V3. If terms of this are found to be satisfactory, please sign this in duplicate in the space provided below, and return one copy to our office as an indication of your acceptance and notice to proceed. If you have any questions, please call Derrick Martin at (630) 724-9200.

, , ₁ , ₁	
Respectfully,	Accepted For:
V3 COMPANIES OF ILLINOIS, LTD.	VILLAGE OF DOWNERS GROVE
DALMA	BY:
Derrick L. Martin, P.E., CFM	TITLE:
Water Resources Group Manager	DATE:

DLM/lg

Attachments

cc: V3 File

Attachment A: Manhour Estimate For Brooke Drive & Centre Circle Drainage Improvements

2008 Downers Grove Stormwater Infrastructure Improvement Projects V3 Companies of Illinois

January 11, 2008

			Staff hour Estimate By Staff Title								
			Senior	Water Res.	Water	Engineering	Survey	Survey	Survey		
Task			Engineer	Engineer V	Resources	Technician IV	IV	II	1	Total By 7	「ask
Number	Task			/ Project Mgr	Engineer II	(GIS Tech)	(Survey PM)	(2-Man Crew)	(Survey Tech)	Staffhours	Cost
1	Data Collection & Field Reconnaissance		16	4	32	20				72	\$6,368
2	Field Survey						6	50	24	80	\$9,198
3	Concept Development & Preliminary										
3	Engineering		12	24	48					84	\$7,764
4	Final Engineering		8	16	35					59	\$5,395
	Subtotal	(Hr)	36	44	115	20	6	50	24		
	Hourly (based on 2.85 multiplier)	(\$/hr)	\$133.00	\$111	\$73	\$73	\$128	\$135	\$70		
	Total		\$4,788	\$4,884	\$8,395	\$1,460	\$768	\$6,750	\$1,680		

Salary Cost	295	\$28,725
Direct Cost		\$1,250
Total Cost		\$29,975

Hourly rates shown for each personnel category are average rates. Actual billing rate may vary based on the specific personnel assigned to the project. Total project cost for the contracted scope of work shall not exceed the total cost presented here.





January 11, 2008

Mr. Michael Millette, P.E. Assistant Director of Public Works Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515

Re: Proposal for Professional Services

Phase II Engineering – Parrish Court Drainage Improvements (SW-029)

Downers Grove, DuPage County, Illinois

Dear Mr. Millette:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the Exhibits attached hereto, will constitute an agreement between the Village of Dowers Grove (CLIENT) and V3 (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

In 2007, the Village Council commissioned four engineering consulting firms to conduct a comprehensive study of the Village's stormwater issues in the major watersheds, including V3 which was commissioned to study the Lacey Creek watershed. The result is the Watershed Infrastructure Improvement Plan (WIIP). The Public Works Department selected nine high priority projects throughout the Village to be designed in 2008 for stormwater improvements. The subject project is one of these selected projects.

The Parrish Court Drainage Improvement project involves installing higher efficiency inlet grates in the Parrish Court cul-de-sac in the Lacey Creek Watershed. The WIIP identified the area as being generally well-served by a series of storm sewers and overland overflow paths which all outlet to Lacey Creek. A major overland flow path is located in the rear yard of one residence. The WIIP identified street, yard and house flooding along Parrish Court, likely resulting from blocked inlets or obstructions in the overland flow path to the creek. The WIIP recommended replacing existing Type 1 inlet grates with high efficiency Type 11 inlet grates.

SCOPE OF SERVICES

A. Preliminary Design Plans (E03)

V3 shall prepare preliminary design plans showing inlet replacement on Parrish Court. The preliminary plan set will be substantially complete, detailing the work to be performed. The WIIP did not include survey of the structures on Parrish Court. It is not expected that survey will be required for this effort, as exact rim elevations and exact location coordinates are not anticipated to be necessary for successful construction of

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Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 2 of 4

> this project. Inlets will be field located using hand-held GPS equipment and shown on the plan set using base mapping from Downers Grove's GIS system.

> The plans and specifications will be part of a larger package that also contains infrastructure improvement projects on Barneswood Drive and at Venard Road and Acorn Avenue. The scope associated with this proposal is limited to preparation of plans and specifications for Parrish Court improvements only. Client coordination, project management, and one project meeting with CLIENT are included in this task.

It is assumed that stormwater permitting, stormwater modeling, wetland services, and floodplain services are not required for this project, with the exception of simple inlet grate capacity calculations to establish the number of inlets required to pass the expected flow rates. If needed, these services shall be performed as an Additional Service.

B. FINAL DESIGN PLANS AND SPECIFICATIONS (E04)

After CLIENT review of preliminary design plans, V3 shall develop final construction plans, specifications, and an engineer's estimated opinion of probable cost to be used as bid documents by the Village of Downers Grove. The specifications shall incorporate the Village's standard "front end" language as provided by the CLIENT. Two hard copies of the plans and specifications will be delivered to the CLIENT for advertising. Client coordination, project management, and one project meeting with CLIENT are included in this task.

COMPENSATION

V3 shall be compensated on a time and materials basis for services performed on this project using a labor multiplier of 2.85. The total not-to-exceed fee for this project is \$8,000. A breakdown of fee by task is shown below and in the attached man-hour estimate (Attachment A).

A. Preliminary Design Plans (E03)	\$3,683.00
B. Final Design Plans and Specifications (E04)	\$3,872.00
C. Reimbursable and Direct Costs (E99)	\$ 445.00
TOTAL	\$8,000.00

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 3 of 4

EXTENT OF SERVICES

Services provided in this agreement only pertain to the design services listed for the above stated property. In addition, this Agreement does **not** include services for the following:

- Survey;
- Stormwater modeling;
- Stormwater permitting:
- Ecological services, including wetland delineations, assessments and permitting;
- Traffic signal design or traffic impact analysis;
- Soil borings or other geotechnical services;
- Testing agency services during construction;
- Pumping (lift) station design;
- Electrical or photometric design of site lighting;
- Structural design of any kind;
- Improvements to existing roadways adjacent to site (except patching as required adjacent to inlet grates);
- Public meeting or hearing attendance;
- Construction Staking or As-Built Survey; and
- Construction Management

If desired, V3 can provide these services as an Additional Service.

PRELIMINARY PROJECT SCHEDULE

Anticipated Notice to Proceed	January 23, 2008
Preliminary Plans	. March 28, 2008
Receipt of Village Review Comments	. April 18, 2008
Final Contract Documents	May 16, 2008

MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scale applicable to the period when V3 services are, in fact, being rendered.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 4 of 4

We trust that this proposal meets your approval, and we appreciate the opportunity to work with you on this project.

This proposal, together with the Agreement represents the entire understanding between the CLIENT and V3. If terms are found to be satisfactory, please sign this in duplicate in the space provided below, and return one copy to our office as an indication of your acceptance and notice to proceed. If you have any questions, please call Derrick Martin at (630) 724-9200.

Respectfully,	Accepted For:
V3 COMPANIES OF ILLINOIS, LTD.	VILLAGE OF DOWNERS GROVE
DALMA	BY:
Derrick L. Martin, P.E., CFM	TITLE:
Water Resources Group Manager	DATE.

DLM/lg

Attachments

cc: V3 File

Attachment A: Manhour Estimate For Parrish Court Drainage Improvements

2008 Downers Grove Stormwater Infrastructure Improvement Projects V3 Companies of Illinois

January 11, 2008

Billing			Staff I	hour Estimate By			
Code /			Water Res.	Water	Water		
Task			Engineer V	Resources	Resources	Total By T	ask
Number	Task		/ Project Mgr	Engineer III	Engineer II	Staffhours	Cost
	Preliminary Design Plans						
	Plan Preparation		7	12	14	33	\$2,879
2	nlet Grate Capacity Calculations		1	4		5	\$471
3 [Project Management and QA/QC		3		<u> </u>	3	\$333
E04	Final Design Plans and Specifications						
	Plan Preparation		4	8	5	17	\$1,529
	Prepare Construction Specifications		8	6		14	\$1,428
6	Prepare EEOPC		2	4		6	\$582
	Project Management and QA/QC		3			3	\$333
5	Subtotal	(Hr)	28	34	19		
	Hourly (based on 2.85 multiplier)	(\$/hr)	\$111	\$90	\$73		
	Total		\$3,108	\$3,060	\$1,387		
					Salary Cost	81	\$7,555
					Direct Cost		\$445
					Total Cost		\$8,000

Hourly rates shown for each personnel category are average rates. Actual billing rate may vary based on the specific personnel assigned to the project. Total project cost for the contracted scope of work shall not exceed the total cost presented here.





January 11, 2008

Mr. Michael Millette, P.E. Assistant Director of Public Works Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515

Re: Proposal for Professional Services

Phase II Engineering – Barneswood Storm Sewer Replacement (SW-031)

Downers Grove, DuPage County, Illinois

Dear Mr. Millette:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the Exhibits attached hereto, will constitute an agreement between the Village of Dowers Grove (CLIENT) and V3 (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

In 2007 the Village Council commissioned four engineering consulting firms to conduct a comprehensive study of the Village's stormwater issues in the major watersheds, including V3 which was commissioned to study the Lacey Creek watershed. The result is the Watershed Infrastructure Improvement Plan (WIIP). The Public Works Department selected nine high priority projects throughout the Village to be designed in 2008 for stormwater improvements. The subject project is one of these selected projects.

The WIIP reported that at least thirteen residents indicated that street, yard, garage and basement flooding have occurred in this area. The area is located within the 10-year floodplain of Lacey Creek; the 10-year floodplain is approximately 2.2 feet higher than the low point on Barneswood Drive, and the 100-year floodplain is approximately 2.7 feet higher than the low point. The culverts at Saratoga Avenue and Venard Road downstream of the problem areas do not have enough capacity to convey the 10-year event, resulting in significant backwater through the problem area on Barneswood.

The area is drained by several storm sewers that each outlet directly to Lacey Creek. The profiles of some of the sewers show apparent settling or incorrect installation, suggesting that this may lead to poor local drainage and ponding during small storm events not affected by floodplain issues. The Barneswood Storm Sewer Replacement project includes upsizing and replacing two short storm sewer laterals from Barneswood Drive to Lacey Creek, and installation of high efficiency inlet grates on Barneswood between Highland Avenue and Creekwood Court. The project will result in storm sewers that have capacity to convey the 10-year and 25-year storm events without flooding at the inlets during a "no tailwater" condition, (e.g., when Lacey Creek is not flooding). The project will not remove the area from the floodplain or reduce flooding associated with the Lacey Creek floodplain.

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Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 2 of 4

SCOPE OF SERVICES

A. Preliminary Design Plans (E03)

V3 shall prepare preliminary design plans showing storm sewer replacement at two locations on Barneswood Drive west of Highland, and showing inlet replacement on Barneswood Drive between Highland Avenue and Creekwood Court. The preliminary plan set will be substantially complete, detailing the work to be performed. During preparation of the WIIP, the storm sewers were surveyed; therefore, is not expected that additional survey will be required for this effort.

The plans and specifications will be part of a larger package that also contains infrastructure improvement projects on Parrish Court and at Venard Road and Acorn Avenue. The scope associated with this proposal is limited to preparation of plans and specifications for Barneswood Drive improvements only. Client coordination, project management, and one project meeting with CLIENT are included in this task.

This task also includes one field meeting with a homeowner on Barneswood Drive who indicated to the Village that he has additional information related to flooding in the area. If the information provided by this homeowner is substantiated and suggests that additional work may be required to reduce local drainage problems on Barneswood Drive (for example, if roadway work must be performed to reestablish flow in the curb and gutter), then the design services for these items shall be provided as an Additional Service.

It is assumed that stormwater permitting, stormwater modeling, wetland services, and floodplain services are not required for this project, with the exception of simple inlet grate capacity calculations to establish the number of inlets required to pass the expected flow rates.

Construction of the replacement storm sewers may include a small temporary impact to wetlands, if wetlands are present at the storm sewer outlet, which would typically require a stormwater permit. However, it is assumed that the project can be considered a maintenance project to correct storm sewer that has either settled or was installed incorrectly; maintenance projects are not considered "development" and therefore do not require a permit under the DuPage County Stormwater and Flood Plain Ordinance. If necessary, stormwater permitting and an evaluation of possible wetland impacts can be performed as an Additional Service.

B. FINAL DESIGN PLANS AND SPECIFICATIONS (E04)

After CLIENT review of preliminary design plans, V3 shall develop final construction plans, specifications, and an engineer's estimated opinion of probable cost to be used as bid documents by the Village of Downers Grove. The specifications shall incorporate the

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 3 of 4

Village's standard "front end" language as provided by the CLIENT. Two hard copies of the plans and specifications will be delivered to the CLIENT for advertising. Client coordination, project management and one project meeting with CLIENT are included in this task.

COMPENSATION

V3 shall be compensated on a time and materials basis for services performed on this project using a labor multiplier of 2.85. The total not-to-exceed fee for this project is \$10,000. A breakdown of fee by task is shown below and in the attached man-hour estimate (Attachment A).

A.	Preliminary Design Plans (E03)	\$ 4	,813.00
В.	Final Design Plans and Specifications (E04)	\$ 4	,743.00
C.	Reimbursable and Direct Costs (E99)	\$	444.00
TC	TAL	\$10	0,000.00

EXTENT OF SERVICES

Services provided in this agreement only pertain to the design services listed for the above stated property. In addition, this Agreement does **not** include services for the following:

- Survey:
- Stormwater modeling;
- Stormwater permitting;
- Ecological services, including wetland delineations, assessments and permitting;
- Traffic signal design or traffic impact analysis;
- Soil borings or other geotechnical services;
- Testing agency services during construction;
- Pumping (lift) station design;
- Electrical or photometric design of site lighting;
- Structural design of any kind;
- Improvements to existing roadways adjacent to site (except patching as required adjacent to inlet grates);
- Public meeting or hearing attendance;
- Construction Staking or As-Built Survey; and
- Construction Management

If desired, V3 can provide these services as an Additional Service.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 4 of 4

PRELIMINARY PROJECT SCHEDULE

Anticipated Notice to Proceed	January 23, 2008
Preliminary Plans	March 28, 2008
Receipt of Village Review Comments	April 18, 2008
Final Contract Documents	May 16, 2008
MISCELLANEOUS (CONTRACTUAL ITEMS
there are protracted delays for reasons beyo	eipt of CLIENT's acceptance of this proposal. If and V3's control, an equitable adjustment of the taking into consideration the impact of such delay V3 services are, in fact, being rendered.
We trust that this proposal meets your approve you on this project.	al, and we appreciate the opportunity to work with
CLIENT and V3. If terms are found to be satisfied	represents the entire understanding between the sfactory, please sign this in duplicate in the space ice as an indication of your acceptance and notice
If you have any questions, please call Derrick	Martin at (630) 724-9200.
Respectfully,	Accepted For:
V3 COMPANIES OF ILLINOIS, LTD.	VILLAGE OF DOWNERS GROVE BY:
Derrick L. Martin, P.E., CFM Water Resources Group Manager	TITLE:
Water Nesources Group Manager	DATE:

DLM/lg

Attachments

cc: V3 File

Attachment A: Manhour Estimate For Barneswood Storm Sewer Replacement

2008 Downers Grove Stormwater Infrastructure Improvement Projects V3 Companies of Illinois

January 11, 2008

Billing			Staff h	nour Estimate By	/ Staff Title		
Code /			Water Res.	Water	Water	7	
Task			Engineer V	Resources	Resources	Total By	Task
Number	Task		/ Project Mgr	Engineer III	Engineer II	Staffhours	Cost
E03	Preliminary Design Plans				_		
	Plan Preparation		8	16	16	40	\$3,496
	Inlet Grate Capacity Calculations		1	6		7	\$651
	Project Management and QA/QC, incl Field			Ť		1	+
	Mtg w/Resident		6		<u> </u>	6	\$666
E04	Final Design Plans and Specifications				-	-	
	Plan Preparation		4	12	12	28	\$2,400
	Prepare Construction Specifications		8	6	<u> </u>	14	\$1,428
	Prepare EEOPC		2	4		6	\$582
	Project Management and QA/QC		3			3	\$333
	Subtotal	(Hr)	32	44	28		
	Hourly (based on 2.85 multiplier)	(\$/hr)	\$111	\$90	\$73		
	Total		\$3,552	\$3,960	\$2,044		
	•						
					Salary Cost	104	\$9,556
					Direct Cost		\$444
					Total Cost		\$10,000

Hourly rates shown for each personnel category are average rates. Actual billing rate may vary based on the specific personnel assigned to the project. Total project cost for the contracted scope of work shall not exceed the total cost presented here.





January 11, 2008

Mr. Michael Millette, P.E. Assistant Director of Public Works Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515

Re: Proposal for Professional Services

Phase II Engineering – Lacey Creek Retaining Wall Replacement (SW-007)

Downers Grove, DuPage County, Illinois

Dear Mr. Millette:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the Exhibits attached hereto, will constitute an agreement between the Village of Dowers Grove (CLIENT) and V3 (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

In 2007, the Village Council commissioned four engineering consulting firms to conduct a comprehensive study of the Village's stormwater issues in the major watersheds, including V3 which was commissioned to study the Lacey Creek watershed. The result is the Watershed Infrastructure Improvement Plan (WIIP). The Public Works Department selected nine high priority projects throughout the Village to be designed in 2008 for stormwater improvements. The subject project is one of these selected projects.

The WIIP identifies this project which includes replacement of approximately 1,000 linear feet of wooden retaining walls on Lacey Creek. In addition to being a potential safety hazard, some walls are leaning and reducing capacity of Lacey Creek. A combination of insufficient creek capacity and undersized culverts results in backwater flooding along Lacey Creek during the 10-year and 100-year storm events. At Highland Avenue, the 10-year floodplain elevation is 3.25 feet higher than the low point on the roadway, and the 100-year floodplain elevation is 3.75 feet higher than the low point on the roadway.

This project includes replacing approximately 1,000 linear feet of retaining wall with a replacement wall. Replacement wall options include segmental block (e.g. Keystone) or textured/colored concrete. Where adequate right-of-way or easements exists, elimination of the walls and replacement with a naturalized bioengineered solution will be considered. A naturalized stream will reduce construction cost, restore the natural status of the stream, and add floodplain storage to the corridor.

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Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 2 of 8

SCOPE OF SERVICES

A. CONCEPT PLAN AND IDENTIFICATION OF ALTERNATIVES (E01)

V3 shall perform field reconnaissance to observe the timber retaining wall and identify areas for possible streambank naturalization (e.g., bioengineered or naturalized replacement options instead of vertical replacement walls.) V3 shall prepare conceptual plan drawings identifying the retaining wall replacement option(s) recommended along each segment of Lacey Creek, including typical cross sections. V3 shall present the options to the Village in a staff meeting.

V3 shall also evaluate the possibility of extending the existing culverts at Barneswood, Saratoga and/or Venard in order to facilitate placement of fill on top of the culvert extension and reduce some of the steep and potentially hazardous slopes that currently exist in some rear yard areas at the culvert headwalls. These culvert extensions would require compensatory storage for all of the fill placed above the culvert, as it would be considered fill placed in the floodplain. Furthermore, the culvert extensions must meet regulatory requirements for construction in the floodway, including no impact to flood stage, velocity or conveyance upstream or downstream of the culvert. During this conceptual planning stage, preliminary modeling will be performed using the HEC-RAS steady state model to evaluate whether the culvert extensions would meet regulatory requirements for projects in the floodway. The results of this analysis shall also be presented to the Village in the staff meeting. Based on a field investigation and review of adjacent topography, it is assumed that culvert extensions may be desired by the Village at the west end of Saratoga and both ends of Venard. It is assumed that the Barneswood culvert and the east end of Saratoga will not require extension; if desired by the Village, design and analysis of culvert extensions in these three locations shall be provided as an Additional Service.

V3 shall conduct two resident meetings (one meeting with each of two Homeowner's Associations) to present the options or recommendations to the residents and solicit resident feedback. Where multiple replacement alternatives exist (e.g., in areas with sufficient right-of-way or easements to facilitate replacing the existing vertical walls with a naturalized or bioengineered solution), V3 shall identify resident preferences and work with the Village to select the recommended alternative.

B. Preliminary Design Plans (E03)

Upon selection of a recommended alternative for each segment of creek, V3 shall prepare preliminary design plans for the retaining wall replacement project. If feasible, the culvert extensions shall also be included in the preliminary design plans. The preliminary plan set will be substantially complete, detailing the work to be performed.

C. FINAL DESIGN PLANS AND SPECIFICATIONS (E04)

After CLIENT review of preliminary design plans, V3 shall develop final construction plans, specifications, and an engineer's estimated opinion of probable cost to be used as bid documents by the Village of Downers Grove. The specifications shall incorporate the Village's standard "front end" language as provided by the CLIENT. Two hard copies of

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 3 of 8

the plans and specifications will be delivered to the CLIENT for advertising. Client coordination, project management, one project meeting with CLIENT and two resident meetings (one with each Homeowner's Association) are included in this task.

D. STORMWATER CALCULATIONS AND DUPAGE COUNTY PERMITTING (E08)

Streambank stabilization projects are exempt from many requirements of the DuPage County Stormwater and Flood Plain Ordinance, and should not require detailed hydraulic modeling or stormwater detention. However, if culverts are extended as described previously, it is likely that steady state (HEC-RAS) and unsteady state (FEQ) modeling will be required for the culvert extensions to demonstrate that regulatory criteria for work in the floodplain and floodway have been met. If the analyses of the culverts alone show impacts to upstream or downstream properties, the modeling will be extended to also include the streambank stabilization activities, which are likely to add storage to the watershed and should offset any fill associated with the culvert extensions.

This task includes preparation of stormwater permitting documentation required to obtain a Stormwater Management Permit from the Village of Downers Grove, including preparation of compensatory storage cross sections and calculations to demonstrate no net fill will be placed in the floodplain as a result of the streambank stabilization project.

This task also includes notifying IDNR of the proposed work in the floodway and floodway permitting through DuPage County. It is anticipated that IDNR will delegate review authority to DuPage County and no formal submittal or permitting will be required from directly from the IDNR.

E. STRUCTURAL ENGINEERING SERVICES (B01)

V3 will design precast concrete block retaining wall as required in various locations along Lacey Creek. Plan views of the project will show the proposed wall locations the and top and bottom of wall elevations. Cross sections will be shown for the different required wall heights. Material specification notes will be provided on the plans. The design will be sealed by an Illinois Licensed Structural Engineer.

Geotechnical soil borings will be obtained in ten locations to assess existing soil conditions.

V3 will design culvert extensions as required in various locations along Lacey Creek. The designs will be sealed by an Illinois Licensed Structural Engineer. Culvert locations are as follows:

Saratoga Avenue - East End: The existing culvert at this location is a 60" diameter corrugated metal pipe culvert with a cast-in-place concrete headwall. Based on a review of topography in this area, it is assumed that a culvert extension would not be required. If desired, V3 will design a collar connection for an in-kind extension of the corrugated metal pipe culvert, and a new headwall at the desired termination point as an Additional Service.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 4 of 8

- Saratoga Avenue West End: The existing culvert at this location is an elliptical
 precast concrete pipe culvert with a cast-in-place concrete headwall that has
 guardrails on top. V3 will design a collar connection for an in-kind extension of
 the precast concrete pipe, and a new headwall at the desired termination point
 with guardrails on top (if required).
- Venard Road Both Ends: The existing culvert at this location is a 72" diameter corrugated metal pipe culvert with a cast-in-place concrete headwall. On each end, there is also a 24" diameter concrete pipe coming through the headwall that discharges roadway drainage. V3 will design a collar connections for in-kind extensions of both the corrugated metal pipe and the concrete pipe, and new headwalls at the desired termination points on each side.

F. TOPOGRAPHIC SURVEY (V03)

Topographic field survey shall be performed to collect data that will be necessary to prepare design plans and complete hydraulic modeling of Lacey Creek. The topographic survey will be performed along and within the creek in areas with timber retaining walls and will include topography and top and bottom wall elevations; other topographic information will be surveyed such as stormwater infrastructure, storm sewers, depressional storage areas, overland flow routes, roadway cross section information, and detention pond information when present in the vicinity of the timber retaining walls. Property corners will be surveyed to assist in identifying lot lines. Culverts will be surveyed. Hydraulic cross sections will be surveyed in thirty-three locations for use in hydraulic modeling. The survey will be completed based on the DuPage County and/or the Village of Downers Grove benchmark systems so it can be tied into the DuPage County 2-foot topography.

G. WETLAND DELINEATION AND REPORT, FIELD VERIFICATION, AND RIPARIAN ASSESSMENT (W21)

<u>Wetland Delineation</u>: A botanist and a soil scientist from our Natural Resources Division will conduct a field investigation to locate and delineate wetlands in accordance with the 1987 *Corps of Engineers Wetlands Delineation Manual*. The limits of delineated wetlands will be staked in the field, and approximate boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site.

<u>Wetland Assessment</u>. If wetlands are delineated on the property, wetland assessment is required by the Chicago District, US Army Corps of Engineers (ACOE) and DuPage County. Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, the presence of threatened and endangered species, water quality functions, and plant community quality. As part of the wetland assessment, record inquiry letters or forms will be submitted to the Illinois Department of Natural Resources (IDNR) and the US Fish and Wildlife Service (USFWS). Wetland Assessment also includes a preliminary jurisdictional determination for isolated or

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 5 of 8

adjacent wetland¹. Delineated wetlands will be rated as Regulatory or Critical in accordance with the *DuPage County Countywide Stormwater and Flood Plain Ordinance* (County Ordinance). Generally, impacts to wetlands classified as Critical require mitigation at a ratio of 3:1, while impacts to Regulatory wetlands require a 1.5:1 mitigation ratio.

<u>Riparian Assessment.</u> V3 will perform a riparian assessment in accordance with Section 15-137 of the DuPage County Countywide Stormwater and Flood Plain Ordinance. The assessment will evaluate the functional values of the riparian area as they relate to habitat and water quality functions.

Full Wetland Delineation And Riparian Assessment Technical Report. A wetland report will be provided with the results of our field investigation, including the location and approximate size of wetlands present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas determined to be wetland on the property will be shown on a recent, large-scale aerial photo exhibit. ACOE and DuPage County wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the ACOE and DuPage County.

<u>Wetland Verification</u>. The DuPage County Department of Economic Development & Planning (EDP) requires field verification of all delineated wetlands before acceptance of any development plans for a property parcel. V3 will coordinate this verification with the appropriate county personnel, as necessary. Full Waiver communities within DuPage County regulate wetland development under the County Ordinance. V3 will coordinate with these communities as needed to complete the wetland delineation verification.

H. WETLAND AND RIPARIAN MITIGATION PLANTING PLANS AND SPECIFICATIONS (W22)

V3 will design and prepare wetland and riparian mitigation plans and specifications for the project. The plans will include proposed native species for installation, which will be based on the anticipated soils and hydrologic conditions. Planting zones will be designated, and proposed species mixes for each planting zone will be listed. Planting and seeding specifications, details and cross-sections as needed, five-year management activities to assist with plant establishment and contractor performance standards will also be included. In addition, topsoil respread specifications for the naturalized planting areas will be prepared and placed on the appropriate sheet of the engineering plans.

I. WETLAND AND RIPARIAN SUBMITTALS AND COORDINATION (W26)

V3 will prepare the Wetland and Riparian Submittal (Tab 1, Tab 4, Tab 5, and portions of Tabs 6, 7, & 8) based on limited impacts to waters, wetland, wetland buffer and the riparian environment. V3 will serve as CLIENT's representative for the project on wetland issues and provide professional permitting consultation and advice. Additional

¹ June 5, 2007, USEPA and Department of the Army Joint Memorandum, Clean Water Act Jurisdiction Following the U. S. Supreme Court Decision in Raponos v. United States and Carabell v. United States.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 6 of 8

coordination will be required following the permit application review by EDP, as a typical Wetland Submittal review of this nature typically requires at least two re-submittals. This coordination will primarily consist of responding to comments received and providing any additional information requested by the EDP.

COMPENSATION

V3 shall be compensated on a time and materials basis for services performed on this project using a labor multiplier of 2.85. The total not-to-exceed fee for this project is \$250,000. A breakdown of fee by task is shown below and in the attached man-hour estimate (Attachment A).

A.	Concept Plans and Identification of Alternatives (E01)	\$	41,420.00
В.	Preliminary Design Plans (E03)	\$	22,352.00
C.	Final Design Plans and Specifications (E04)	\$	37,160.00
D.	Stormwater Calculations and Permitting (E08)	\$	65,162.00
E.	Structural Engineering Services (B01)	\$	25,308.00
F.	Topographic Survey (V03)	\$	25,958.00
G.	Wetland Delineation & Report, Field Verification, and		
	Riparian Assessment (W21)	\$	7,440.00
Н.	Wetland and Riparian Mitigation Planting Plans and		
	Specifications (W22)	\$	7,380.00
I.	Wetland and Riparian Submittals and Coordination (W26)	\$	8,560.00
J.	Reimbursables and Direct Costs (E99)	\$	9,260.00
то	TAL	\$2	250,000.00

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 7 of 8

EXTENT OF SERVICES

Services provided in this agreement only pertain to the design services listed for the above stated property. In addition, this Agreement does **not** include services for the following:

- Traffic signal design or traffic impact analysis;
- Testing agency services during construction;
- Pumping (lift) station design;
- Electrical or photometric design of site lighting;
- Improvements to existing roadways adjacent to site;
- Public meeting or hearing attendance beyond those meetings identified in this scope;
- Construction Staking or As-Built Survey; and
- Construction Management

If desired, V3 can provide these services as an Additional Service.

PRELIMINARY PROJECT SCHEDULE

Anticipated Notice to Proceed	. January, 2008
Topographic Survey	February - March, 2008
Concept Plan and Identification of Alternatives	May – July, 2008
Preliminary Design Plans	. August – October, 2008
Stormwater Calculations and Preparation of Permit Documents	. August – October, 2008
Wetland Delineation and Preparation of Permit Documents	. August – October, 2008
Permitting Process	October 2008 – June 2009
Final Contract Documents	July 2009 – September 2009

MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scale applicable to the period when V3 services are, in fact, being rendered.

We trust that this proposal meets your approval, and we appreciate the opportunity to work with you on this project.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 8 of 8

This proposal, together with the Agreement represents the entire understanding between the CLIENT and V3. If terms are found to be satisfactory, please sign this in duplicate in the space provided below, and return one copy to our office as an indication of your acceptance and notice to proceed. If you have any questions, please call Derrick Martin at (630) 724-9200.

Respectfully,	Accepted For:
V3 COMPANIES OF ILLINOIS, LTD.	VILLAGE OF DOWNERS GROVE
DALMA	BY:
Derrick L. Martin, P.E., CFM Water Resources Group Manager	TITLE:
water Nesources Group Manager	DATE:

DLM/lg Attachments

cc: V3 File

Attachment A: Manhour Estimate for Lacey Creek Retaining Wall Replacement

2008 Downers Grove Stormwater Infrastructure Improvement Projects V3 Companies of Illinois - January 11, 2008

Billing Code /				Senior	Water Res.	Water	Water	Engineering	Survey	Survey	Survey	Wetland	Sr. Wetland	Wetland	Structural		
Task			Principal	Engineer	Engineer V	Resources	Resources	Technician IV	IV	II	Julvey	Project	Scientist	Scientist III	Engineer	Total By	Task
lumber	Task		i iiioipai	Liigiiiooi	/ Project Mgr	Engineer III	Engineer II	(GIS Tech)	(Survey PM)		(Survey Tech)	Manager	Coloridot	Colorade III	Liigiilooi	Staffhours	Cost
					g			(Gid iddii)	(55.15) 1	(=	(02.10) 100.17						3331
01	Concept Plan and Identification of Alternative	es															
	Field reconnaissance			12	12	12						12	12			60	\$5,92
	Concept plans for streambank stabilization			16	24	40	60									140	\$12,7
	Typical cross sections Concept plans for culvert extensions				16 8	24 16	24 16									64 40	\$5,68 \$3,49
	HEC-RAS modeling for culvert extensions				8	16	24									40	\$4,08
	Meetings (one Village Staff Mtg, two HOA mtgs	()			24	10	16	24				24				88	\$7,50
	Project Management and QA/QC	,		8	8		- 10									16	\$1,9
0.2	Preliminary Design Plans			1	1												
.03	Preliminary Design Plans Preliminary Design Plans				40	80	120									240	\$20,40
	Project Management and QA/QC			8	8	80	120									16	\$1,95
	,			Ů												10	Ψ1,50
04	Final Design Plans and Specifications																
	Plan Preparation		-	1	24 24	60 80	80									164 104	\$13,90 \$9,86
	Prepare Construction Specifications Prepare EEOPC			1	16	24										40	\$9,86
	Meetings (one Village Staff Mtg, two HOA mtgs	()	l	1	24	24	16	24				24				88	\$3,93 \$7,50
	Project Management and QA/QC	,,		8	8		10	-4				-4				16	\$1,95
	1 Tojoot Managoment and Q, v Q o			ŭ	ŭ											- 10	Ψ1,00
808	Stormwater Calculations and Permitting																
	Compensatory Storage Cross Sections and																
	Calculations for Streambank Stabilization				24	80										104	\$9,86
	0, , , , , , , , , , , , , , , , , , ,																, . ,
	Stormwater Permit Tab Submittal Preparation				40	80	80									200	\$17,48
	Permit Resubmittal				16	40	40									96	\$8,29
	IDNR Permit Submittal						2									2	\$14
	HEC-RAS Modeling for Culvert Extensions																
	=				24	80										104	\$9,86
	FEQ Modeling for Culvert Extensions			120	32											152	\$19,51
01	Structural Engineering Services																
	Retaining Wall Design														60	60	\$6,32
	Culvert Extension Design - West End																
	Saratoga														70	70	\$7,38
	Culvert Extension Design - Both Ends Venard														110	110	\$11,60
															110	110	\$11,00
03	Topographic Survey																
	Topographic Survey								16	136	50					202	\$25,95
	Wetland Delineation & Report, Field																
V21	Verification, and Riparian Assessment																
	·																
	Wetland Delineation & Report		4										24	24		48	\$4,34
	Delineation Field Verification												8	8		16	\$1,24
	Riparian Environment Assessment		4										8	8		16	\$1,86
V22	Wetland Impact Assessment and Mitigation																
• • • • • • • • • • • • • • • • • • • •	Design																
	Impact Assessment		4									16		8		24	\$2,50
	Mitigaiton Design		8									8		40		48	\$4,88
V26	Wetland/Riparian Submittals & Coord.																
¥40	•																
	Wetland/Riparian Submittals & Coord.		16									16		64		80	\$8,56
	Subtotal	(Hr)	36	172	380	632	478	48	16	136	50	100	52	152	240		
	Hourly (based on 2.85 multiplier)	(\$/hr)	\$155	\$133.00	\$111	\$90	\$73	\$73	\$128	\$135	\$111	\$80	\$80	\$75	\$105		
		(4,111)		\$22,876	\$42,180	\$56,880	\$34,894	\$3,504	\$2,048	\$18,360	\$5,550	\$8,000	\$4,160	\$11,400	\$25,308		
	Total		\$5,580	322 87h													

Hourly rates shown for each personnel category are average rates. Actual billing rate may vary based on the specific personnel assigned to the project. Total project cost for the contracted scope of work shall not exceed the total cost presented here. Direct Costs include \$6,000 for geotechnical soil borings.

Direct Cost

Total Cost

\$9,260

\$250,000





January 11, 2008

Mr. Michael Millette, P.E. Assistant Director of Public Works Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515

Re: Proposal for Professional Services

Phase II Engineering – Venard and Acord Storm Sewer Replacement (SW-030)

Downers Grove, DuPage County, Illinois

Dear Mr. Millette:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the Exhibits attached hereto, will constitute an agreement between the Village of Dowers Grove (CLIENT) and V3 (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

In 2007, the Village Council commissioned four engineering consulting firms to conduct a comprehensive study of the Village's stormwater issues in the major watersheds, including V3 which was commissioned to study the Lacey Creek watershed. The result is the Watershed Infrastructure Improvement Plan (WIIP). The Public Works Department selected nine high priority projects throughout the Village to be designed in 2008 for stormwater improvements. The subject project is one of these selected projects.

The WIIP reported that street and house flooding occurs in the area located near the intersection of Venard Road and Acorn Avenue. Results from stormwater modeling performed during the WIIP suggested that the storm sewer system appears to be undersized and settled or incorrectly installed in its upstream sections which appear to result in a surcharged storm sewer system during a five-year storm. The project will include upsizing and replacing existing storm sewers and installation of high efficiency grates along the upsized/replaced storm sewer alignment.

In a scoping meeting on January 4, 2008, the Village indicated that additional drainage problems have been noted at a rear yard area north of the Almond Court cul-de-sac. One inlet is present in the rear yard area between Almond Court and Snowberry Court to collect runoff from several residential lots. Ponding and erosion have been observed at this inlet. This project also includes an assessment of this drainage problem and preparation of related construction plans.

CHICAGO • DENVER • PHOENIX

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 2 of 4

SCOPE OF SERVICES

A. Preliminary Design Plans (E03)

V3 shall prepare preliminary design plans showing storm sewer replacement along the storm sewer system east of Venard Avenue between Oak Hill Road and Hickory Court, including associated inlet replacement. The preliminary plan set will be substantially complete, detailing the work to be performed.

This phase of the project shall also include an assessment of the drainage problem noted by the Village at the end of Almond Court. Stormwater modeling and calculations shall be performed to identify the cause of the problem and develop a recommended solution. It is assumed that a replacement storm sewer to Lacey Creek and/or improved inlet capacity will be sufficient to reduce ponding in the problem area to an acceptable level. The preliminary plan set prepared for the storm sewer replacement project east of Venard Avenue shall also include the improvements recommended as part of this analysis; if the recommended improvement project involves more than increasing inlet capacity or replacing storm sewer, development of those plans shall be performed as an Additional Service.

The plans will be part of a larger package that also contains infrastructure improvement projects on Parrish Court and at Barneswood Drive. The scope associated with this proposal is limited to preparation of plans and specifications for improvements near Venard and Acorn and at the end of Almond Court only. Field visit, client coordination, project management and one project meeting with CLIENT are included in this task.

It is assumed that stormwater permitting, wetland services, and floodplain services are not required for this project. Construction of the replacement storm sewers may include small temporary impacts to wetlands, if wetlands are present along the storm sewer alignment or at the storm sewer outlets, which would typically require a stormwater permit. However, it is assumed that the project will be classified as a maintenance project as the project will involve correcting back-pitched storm sewers that either settled or were installed incorrectly, and includes re-establishing proper conveyance capacity for the system. Maintenance projects are not considered "development", and therefore do not require a permit under the DuPage County Stormwater and Flood Plain Ordinance. If necessary, stormwater permitting and an evaluation of possible wetland impacts can be performed as an Additional Service.

B. FINAL DESIGN PLANS AND SPECIFICATIONS (E04)

After CLIENT review of preliminary design plans, V3 shall develop final construction plans, specifications, and an engineer's estimated opinion of probable cost to be used as bid documents by the Village of Downers Grove. The specifications shall incorporate the Village's standard "front end" language as provided by the CLIENT. Two hard copies of the plans and specifications will be delivered to the CLIENT for advertising. Client coordination, project management and one project meeting with CLIENT are included in this task.

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 3 of 4

C. Topographic Survey (V03)

During preparation of the WIIP, the storm sewers east of Venard Avenue were surveyed, therefore, is not expected that additional survey will be required for the storm sewers near Venard and Acorn. Topographic survey is required in the rear yard area at the end of Almond Court. Survey will be collected to obtain data that will be critical in completing hydrologic and hydraulic modeling of the stormwater infrastructure and in preparing final design plans, including storm sewers, depressional storage areas, stream crossings, overland flow, roadway cross-section and detention pond information. The survey will be completed based on the DuPage County and/or the Village of Downers Grove benchmark systems so it can be tied into the DuPage County 2-foot topography.

COMPENSATION

V3 shall be compensated on a time and materials basis for services performed on this project using a labor multiplier of 2.85. The total not-to-exceed fee for this project is \$37,000. A breakdown of fee by task is shown below and in the attached man-hour estimate (Attachment A).

A

A. Preliminary Design Plans (E03)	\$21,616.00
B. Final Design Plans and Specifications (E04)	\$12,260.00
C. Topographic Survey (V03)	\$ 3,512.00
D. Reimbursable and Direct Costs (E99)	\$ 612.00
TOTAL	\$37,000.00

EXTENT OF SERVICES

Services provided in this agreement only pertain to the design services listed for the above stated property. In addition, this Agreement does **not** include services for the following:

- Stormwater permitting;
- Ecological services, including wetland delineations, assessments and permitting;
- Traffic signal design or traffic impact analysis;
- Soil borings or other geotechnical services;
- Testing agency services during construction;
- Pumping (lift) station design;
- Electrical or photometric design of site lighting;
- Structural design of any kind;
- Improvements to existing roadways adjacent to site (except patching as required adjacent to inlet grates);
- Public meeting or hearing attendance;
- Construction Staking or As-Built Survey; and
- Construction Management

Mr. Mike Millette Village of Downers Grove January 11, 2008 Page 4 of 4

If desired, V3 can provide these services as an Additional Service.

PRELIMINARY PROJECT SCHEDULE

Anticipated Notice to Proceed	January 23, 2008
Preliminary Plans	March 28, 2008
Receipt of Village Review Comments	April 18, 2008
Final Contract Documents	May 16, 2008

MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scale applicable to the period when V3 services are, in fact, being rendered.

We trust that this proposal meets your approval, and we appreciate the opportunity to work with you on this project.

This proposal, together with the Agreement represents the entire understanding between the CLIENT and V3. If terms are found to be satisfactory, please sign this in duplicate in the space provided below, and return one copy to our office as an indication of your acceptance and notice to proceed. If you have any questions, please call Derrick Martin at (630) 724-9200.

Respectfully,	Accepted For:
V3 COMPANIES OF ILLINOIS, LTD.	VILLAGE OF DOWNERS GROVE
DALMA	BY:
Derrick L. Martin, P.E., CFM	TITLE:
Water Resources Group Manager	DATE:

DLM/lg

Attachments

cc: V3 File

Attachment A: Manhour Estimate for Venard and Acorn Storm Sewer Replacement

2008 Downers Grove Stormwater Infrastructure Improvement Projects V3 Companies of Illinois

January 11, 2008

Billing				Staf	f hour Estima					
Code /			Water Res.	Water	Water	Survey	Survey	Survey		
Task			Engineer V	Resources	Resources	IV	II .	1	Total By	Task
Number	Task		/ Project Mgr	Engineer III	Engineer II	(Survey PM)	(2-Man Crew)	(Survey Tech)	Staffhours	Cost
E03	Preliminary Design Plans									
1	Venard & Acorn Plan Preparation		16	40	40				96	\$8,296
2	Venard & Acorn Modeling Update		16	24	10				40	\$3,936
	Venard & Acorn Inlet Grate Capacity		10						10	φο,σσσ
3	Calculations		4	16					20	\$1,884
4	Rear Yard Area - Field Reconnaissance		4	4					8	\$804
5	Rear Yard Area - Problem Assessment		4	16					20	\$1,884
6	Rear Yard Area - Develop Solution		4	12					16	\$1,524
7	Rear Yard Area - Plan Preparation		4	12	12				28	\$2,400
8	Project Management and QA/QC		8						8	\$888
E04	Final Design Plans and Specifications									
9			16	32	32				80	\$6,992
	Prepare Construction Specifications		12	12					24	\$2,412
	Prepare EEOPC		8	12					20	\$1,968
12	Project Management and QA/QC		8						8	\$888
V03	Topographic Survey									
	Topographic Survey					4	16	12	32	\$3,512
	Subtotal	(Hr)	104	180	84	4	16	12		
	Hourly (based on 2.85 multiplier)	(\$/hr)	\$111	\$90	\$73	\$128	\$135	\$70		
	Total		\$11,544	\$16,200	\$6,132	\$512	\$2,160	\$840		
								0-101	400	#07.000
								Salary Cost	400	\$37,388
								Direct Cost		\$612
								Total Cost		\$38,000

Hourly rates shown for each personnel category are average rates. Actual billing rate may vary based on the specific personnel assigned to the project. Total project cost for the contracted scope of work shall not exceed the total cost presented here.

	200	8-2012	CAPITAI	_ PROJI	ECT SHE	ET	Proj. #:	DR-001
Project Description:	Drainage Ir	nprovemen	ts - Brook	Drive & Ce	ntre Circle			
Project Lead:	Jonathan (: Hall		Dept.:				
•		ı		·				
Fund:	243	Program:	343	Project T		ew Project/Exp eplacement	Maintenance	
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:			Х		Х			3
	BREA	KDOWN OF	PROJECT C	OST AND FU	UNDING SOL	IRCES		
Cost Summary		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services		30,000						30,000
Land Acquisition								-
Infrastructure Improvements			500,000					500,000
Building Improvements								-
Machinery and Equipment								-
Other/Miscellaneous								-
TOTAL COST		30,000	500,000	-	-	-	-	530,000
Funding Source(s)		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
243-Stormwater Improvemer	nt Fund	30,000	500,000					530,000
	_							_
								-
	—							-
TOTAL FUNDING SOURCE	S	30,000	500,000	-	-	-	-	530,000
1. Briefly Describe and p This project will reduce flood								
to approximately 10 to 12 bu There are a number of indus	trial / commer	cial properties	and streets w	ithout detenti	on that drain to	this area .		
2. Describe the project solution No work has started. Project			K.	None	e any anticip	ated grants	related to the	project.
No work had dianted. Trojec	r nao boon me	vea forward.		None				
4. What impact will the p	roject have c	n annual on	erating eyne	nses? Plea	se quantify a	and describe	,	
4. What impact will the p					FY 2011		Future Yrs	TOTAL
Projected Operating Expense		-	-	-	-	-	-	-
Replacment of storm sewers		e long-term m	aintenance co	sts.			1	
Map and/or pictures of P	roject/Projec	t Area:						
						CENTRE CIR BROOK	NORTE	
		3	*		HIVARERS DR			

2008-2012 CAPITAL PROJECT SHEET Proj. #: sw								SW-029
Project Description:	Parrish Co	urt Drainag	e Improver	nents (LA-I	D)			
Project Lead:	Michael D.	Millette		Dept.:	Public Wor	ks		
Fund:	243	Program:	343	Project T		ew Project/Expeplacement	oansion [Maintenance	Changed
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	X						X	1
	BREA	KDOWN OF	PROJECT C	OST AND FU	JNDING SOU	RCES		
Cost Summary		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services		8,000						8,000
Land Acquisition								-
Infrastructure Improvements		50,000						50,000
Building Improvements								-
Machinery and Equipment								-
Other/Miscellaneous								-
TOTAL COST		58,000	-	-	-	-	-	58,000
Funding Source(s)		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
243-Stormwater Improvemen	nt Fund	58,000						58,000
	•							-
	▼							_
TOTAL FUNDING SOURCES	s	58,000			-	_	-	58,000
2. Describe the project st New project in FY2008.	tatus and co	<mark>mpleted worl</mark>	k.	3. Describe	<mark>e any anticip</mark>	<mark>ated grants</mark>	related to the	project.
4. What impact will the pr								
Projected Operating Expense		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Map and/or pictures of P	roject/Projec	et Area:						

2008-2012 CAPITAL PROJECT SHEET Proj. #: Sw-030								
Project Description:	Storm Sew	er Repl V	enard & Ac	orn (LA-G)				
Project Lead:	Michael D.	Millette		Dept.:	Public W	orks		
Fund:	243	Program:	343	Project T	ype:	New Project/Exp Replacement	oansion [Changed
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:				-			X	1
		KDOWN OF	DPO IECT C	OST AND EI	INDING SO	NIBCES		
Cost Summary	DILLA	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services		37,000	2000			1 . 20.2	1 414.5 116	37,000
Land Acquisition								-
Infrastructure Improvements		420,000						420,000
Building Improvements		·						-
Machinery and Equipment								-
Other/Miscellaneous								-
TOTAL COST		457,000	-	-	-	-	-	457,000
Funding Source(s)		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
243-Stormwater Improvemen	nt Fund 🔻	457,000						457,000
	~	,						_
								-
								-
TOTAL FUNDING SOURCE	S	457,000	-	-	-	-	-	457,000
2. Describe the project s New project in FY2008.	tatus and co	mpleted wor	k.	3. Describ None	<mark>e any antic</mark>	<mark>ipated grants</mark>	related to the	project.
4. What impact will the p	roject have c		erating expe			y and describe	e. Future Yrs	TOTAL
Projected Operating Expense	es	-	-	-	-	-	-	-
Map and/or pictures of Project/Project Area:								

2008-2012 CAPITAL PROJECT SHEET Proj. #:							SW-031		
Project Description:	Storm S	Sew	er Repl B	arneswood	d (Saratoga	-Highland)	(LA-G)		
Project Lead:	Michael D. Millette			Dept.:	Public Wo	rks			
Fund	243		Program:	343	Project T		ew Project/Exp	oansion [Maintenance	Changed
Priority Setting Factors:	: H/S/W	/	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	Х			•				Х	1
	•	RFA	KDOWN OF	PROJECT C	OST AND FI	INDING SOL	IRCES		
Cost Summary			FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services			10,000						10,000
Land Acquisition									-
Infrastructure Improvements			120,000						120,000
Building Improvements									-
Machinery and Equipment									-
Other/Miscellaneous									-
TOTAL COST			130,000	-	-	-	-	-	130,000
Funding Source(s)			FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
243-Stormwater Improveme	nt Fund	•	130,000						130,000
									_
		_							
		<u> </u>							-
									-
TOTAL FUNDING SOURCE	S		130,000	-	-	-	-	-	130,000
2. Describe the project s New project in FY2008.	tatus and	d cor	mpleted work	(.	3. Describe	<mark>e any antici</mark> p	ated grants	related to the	project.
4. What impact will the p			n annual ope FY 2008	erating expe	nses? Pleas		nd describe FY 2012	Future Yrs	TOTAL
Projected Operating Expens	es		-	-	-	-	-	-	-
Map and/or pictures of F	Project/Pr	ojec	t Area:						

2008-2012 CAPITAL PROJECT SHEET Proj. #: SW-007										
							F10J. #.	344-007		
Project Description: Watershed Improvements - Lacey, Sub G (Ret. Wall Repl.)										
Project Lead:	Michael D.	Millette		Dept.:	Public V	-				
Fund:	243	Program:	343	Project Ty	/pe:	New Project/Exp Replacement	oansion 🗹 C Maintenance	Changed		
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL		
Rating:		Х					Х	1		
	BREA	KDOWN OF	PROJECT C	OST AND FU	JNDING S	OURCES				
Cost Summary		FY 2008	FY 2009	FY 2010	FY 201	1 FY 2012	Future Yrs	TOTAL		
Professional Services		150,000	100,000				1,500,000	1,750,000		
Land Acquisition								-		
Infrastructure Improvements			2,900,000				14,402,000	17,302,000		
Building Improvements								-		
Machinery and Equipment								-		
Other/Miscellaneous								-		
TOTAL COST		150,000	3,000,000	-	-	-	15,902,000	19,052,000		
Funding Source(s)		FY 2008	FY 2009	FY 2010	FY 2011	1 FY 2012	Future Yrs			
243-Stormwater Improvement	Fund 🔻	150,000	3,000,000				15,902,000	19,052,000		
	—							_		
	•							-		
	▼							-		
TOTAL FUNDING SOURCES	;	150,000	3,000,000	-	-	-	15,902,000	19,052,000		
1. Briefly Describe and pr	ovide justifi	cation for thi	is Capital Pr	oject Reques	st.					
1. Briefly Describe and provide justification for this Capital Project Request. Improvements included in the Watershed Infrastructure Improvement Plan. This project includes the replacement of approximately 1,000 linear feet of wooden retaining walls which were not included in the Lacey Creek Restoration project completed in 2001. The replacement walls may be segmental block (e.g. Keystone) or textured / colored concrete. To save costs and restore the natural status of the stream corridor, elimination of the walls should be considered if adequate right-of-way or easement is available or obtainable.										
2. Describe the project sta	atus and cor	npleted worl	k.	3. Describe	any anti	cipated grants	related to the	project.		
No work has started. Construction estimate has been increased. Participation by homeowner's assocations and individual residen should be considered.							al residents			
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		-	-	-	-	-	-	-		
Barricading and inspection co	osts could be a	avoided.								
Man and/or pictures of Pr										

Map and/or pictures of Project/Project Area:



VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

NATURE OF ACTION: STEPS NEEDED TO IMPLEMENT ACTION: Ordinance Motion to Adopt "A RESOLUTION AUTHORIZ EXECUTION OF THE PROFESSIONAL SERVIG AGREEMENTS BETWEEN THE VILLAGE DOWNERS GROVE AND V3 COMPANIES ILLINOIS, LTD.", as presented. Other SUMMARY OF ITEM: Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.	INITI	ATED:	Director of Public Wo	orks DATE: _	January 22, 2008
NATURE OF ACTION: STEPS NEEDED TO IMPLEMENT ACTION: Motion to Adopt "A RESOLUTION AUTHORIZ EXECUTION OF THE PROFESSIONAL SERVICE AGREEMENTS BETWEEN THE VILLAGE DOWNERS GROVE AND V3 COMPANIES Motion Motion ILLINOIS, LTD.", as presented.			(Name)		
Ordinance	RECO	OMMEND!			FILE REF:
EXECUTION OF THE PROFESSIONAL SERVICE AGREEMENTS BETWEEN THE VILLAGE DOWNERS GROVE AND V3 COMPANIES ILLINOIS, LTD.", as presented. Other SUMMARY OF ITEM: Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.	<u>NATU</u>	JRE OF AC	TION:	STEPS NEEDED	TO IMPLEMENT ACTION:
X Resolution AGREEMENTS BETWEEN THE VILLAGE DOWNERS GROVE AND V3 COMPANIES ILLINOIS, LTD.", as presented. Other SUMMARY OF ITEM: Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.		Ordinance		-	
Motion ILLINOIS, LTD.", as presented Other SUMMARY OF ITEM: Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.	X	Resolution		AGREEMENTS I	BETWEEN THE VILLAGE OF
SUMMARY OF ITEM: Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.	_	Motion			
Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.		Other			
Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove V3 Companies of Illinois, Ltd. for certain watershed improvement projects.					
V3 Companies of Illinois, Ltd. for certain watershed improvement projects.	<u>SUMN</u>	MARY OF	TEM:		
RECORD OF ACTION TAKEN:	-			_	_
	RECC	ORD OF AC	CTION TAKEN:		