

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JULY 28, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Contract Award: Prentiss Creek Watershed Stormwater Improvements (SW-039 and SW-040)	Resolution Ordinance ✓ Motion Discussion Only	Naneil Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Prentiss Creek Watershed Stormwater Improvements Design Services to Bollinger, Lach & Associates, Inc. of Itasca, Illinois in the amount of \$275,571.96

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 identifies *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Well-Designed, Well-Built and Well-Maintained Village Facilities and Infrastructure*.

FISCAL IMPACT

The FY09 Budget provides \$300,000 in the Stormwater Fund for professional services in Subwatersheds B and C of the Prentiss Creek Watershed (projects SW-039 and SW-040).

RECOMMENDATION

Approval on the August 4, 2009 consent agenda.

BACKGROUND

The Watershed Infrastructure Improvement Plan, dated August 2007, identified prioritized problem areas and recommended improvements within each sub-watershed of the Village. Toward this end, significant work has been completed or is underway in the Prentiss Creek watershed, including:

- SW-034 Prentiss Creek Sub B, Fairmount Storm Sewer Improvements, \$1,370,505, construction complete
- SW-034 McCollum Park, \$1,490,270, construction underway
- SW-037 Prentiss Creek Sub J, Hobson Triangle, \$200,000 budgeted, engineering underway

The purpose of this contract is to provide for the preparation of engineering plans and construction documents for improvements in Subwatersheds B and C of Prentiss Creek. This project was recommended for high priority status due to the number of residents affected and the severity of flooding on Saylor Street and Carol Streets. In addition to creating problems for residents, the poorly drained rights-of-way also contribute to accelerated pavement deterioration.

A Request for Qualifications was posted on the Village's website on April 27, 2009 seeking engineering firms qualified to provide engineering services for the Prentiss Creek stormwater projects (SW-039 and SW-040), in addition to the Lacey Creek stormwater project. Thirty three submittals were received. Firm selection was based on similar project experience, familiarity with the Watershed Infrastructure Improvement Plan and previous working relationship with the Village. After a review of all submittals six firms were interviewed by staff.

As a result of the interviews we invited two firms to submit scopes of work and fee schedules for the combined Prentiss Creek stormwater projects (SW-039 and SW-040). Based upon staff's review of each

firm's project approach and scope of work Bollinger, Lach & Associates, Inc. was selected to complete the engineering services in the Prentiss Creek watershed. Following their selection staff met with the firm to negotiate a detailed scope of work and fee schedule as presented.

Staff recommends that Bollinger, Lach & Associates, Inc. be selected to perform design services within the Prentiss Creek watershed because:

- Bollinger, Lach has demonstrated that they have an effective public engagement process (staff expects that extensive public involvement will be required to design improvements that address resident concerns)
- Bollinger, Lach has extensive wetland modification experience (wetland modification may be required within this subwatershed)
- Bollinger, Lach has extensive floodplain modification experience (floodplain modification may be required within this subwatershed)
- Bollinger, Lach's price proposal is competitive

ATTACHMENTS

Agreement for Professional Services

Capital Project Sheet SW-039

Capital Project Sheet SW-040

Prentiss Creek Watershed PR-B Exhibit

Prentiss Creek Watershed PR-C Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2009 by and between Bollinger, Lach & Associates, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

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/Optional Tasks

See attached Scope of Services for Prentiss Creek Watershed Improvements dated 7/15/09 attached hereto and herein incorporated as **Exhibit A** which includes an attachment detailing optional tasks which may be necessary depending upon whether preliminary investigations reveal a need for such tasks. Consultant agrees that none of the optional tasks will be performed until a written consent to perform such task is provided to consultant by the Village, such consent must be in writing and signed by the Village Manager.

II. Term of Agreement

- A. The term of this Agreement shall be one (1) year from the date first written above with two optional one year renewals in conformance with the Village Purchasing Policy or until its termination pursuant to Section V (D).

III. Compensation

A. Basic Fees:

The amount of this contract shall not exceed \$275,571.96 as indicated on the Cost Estimate for Consultant Services for Prentiss Creek Watershed Improvements dated 7/15/09 (totaling \$247, 457.38) attached hereto and herein incorporated as Exhibit B and the Cost Estimate for Optional Tasks dated 7/15/09 (totaling \$28,114.58) attached hereto and herein incorporated as Exhibit C.

B. 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 (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the 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 shall review in a timely manner each bill or invoice after its receipt. If the

Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the 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. 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 Drug Free 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. Patriot Act Compliance

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

V. 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 Consultant's 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 Consultant's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's 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. 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.

D. 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 to the Consultant. 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.

E. 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.

F. 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.

G. 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.

H. Amendment

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

I. 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.

J. 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.

K. 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.

L. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as **Exhibit D**

M. 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**

Bollinger, Lach & Associates, Inc.

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

Bollinger, Lach & Associates, Inc.

By: Craig A. Fuchs

Title: Exec. V.P.

Date: 7/22/09

Village of Downers Grove

By: _____

Title: **Village Manager**

Date: _____

CONSULTING
ENGINEERS
ARCHITECTS
& LAND
SURVEYORS



Bollinger, Lach & Associates, Inc.

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312.467.4100 • FAX: 312.467.4101 • www.bollingerlach.com

- ILLINOIS
- WISCONSIN
- OHIO
- INDIANAPOLIS
- SOUTH BEND, IN
- MISSOURI

July 15, 2009

Village of Downers Grove
Attn: Jeff Loster, E.I., Staff Engineer
Department of Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Scope of Services
Prentiss Creek Watershed Improvements

Dear Mr. Loster:

Thank you very much for requesting a more detailed scope and approach for the Prentiss Creek Watershed design from Bollinger, Lach & Associates, Inc. (BLA). We are listing below a detailed approach for some of the key items, as well as description of the scope for the project.

BLA has the experience and expertise necessary to service the Village of Downers Grove since we have civil engineering, environmental and survey all *in-house*. We would love to work on the completion of this project and would be proud to say we did when it is successfully completed.

Public Relations

We believe that an important aspect to the success of the project is keeping the residents of Downers Grove informed and *included* in the design. Once we have determined a preliminary design with the Village staff, we will propose meeting with the affected residents and discuss the project with them. This would also allow us to get their input and make it part of the final design. Many residents have had issues over the years with drainage and this is the time to see if their issues can be incorporated into the project. We would anticipate meeting twice with the residents during preliminary and final engineering (prior to going to construction) so that they are up-to-date with the design. We really want the residents to be a *partner* in this project, so we want their input in order to make the design better. After the meetings, we would recap the comments and review their options with the Village staff.

We have incorporated websites and door-to-door delivery of project brochures for projects in design, but generally more for construction. These services are optional and we have listed them as such in our proposal. The website would be designed and updated as the project moves forward. BLA would also design a brochure to be delivered door-to-door prior to the first public meeting if desired. The handout would describe the project with pictures and give a location for the meeting.

Hydrologic and Hydraulic Report

BLA will update the existing Hydrologic and Hydraulic models for problem areas PR608 and PR609, commonly known as the Downers Grove Estates Subdivision, in sub-watersheds PR-B and PR-C of the Prentiss Creek Watershed. The stormwater infrastructure improvement plan indicates that flooding problems in these areas are a result of poor drainage due to lack of a proper stormwater conveyance system. BLA shall follow the recommendations of the stormwater infrastructure improvement plan when designing a new conveyance system for this subdivision. The existing conditions XPSWMM model will be reviewed and ultimately used to establish baseline flows and elevations. The proposed conditions XPSWMM model will be used to evaluate design alternatives and ultimately modified to reflect the proposed conveyance system. The hydraulic report will include storm sewer sizing and calculations, swale capacity calculations, culvert sizing calculations, overland flow capacity calculations, detention basin design and routing calculations, office and spillway sizing, and hydraulic grade line calculations. The proposed improvements will be summarized qualitatively in terms of the benefits realized by the community and quantitatively through a comparison of the existing and proposed modeling results. All assumptions, data sources used, and modifications made during modeling will be included in the Hydrologic and Hydraulic report.



Saylor & Carpenter

Best Management Practices

BLA will evaluate the proposed improvements and assess the Best Management Practices (BMPs) most appropriate for this project. Assessment of BMPs will include an analysis of the pollutants most likely to be encountered, effective means of pollutant removal, and appropriate use of pollutant removal systems in a residential setting. BMP analysis will be incorporated into proposed detention basins prior to discharge into the natural drainage course. BMPs will be evaluated based on criteria adopted by the Village of Downers Grove and DuPage County. Incorporation of BMPs into the proposed improvements shall consider the ongoing maintenance, monitoring, and responsible parties. BMPs shall be identified on the improvement plans. Temporary BMP's will be shown on the erosion control plan. Permanent BMPs will be shown on the drainage, landscape, and planting plans.

Wetland Investigations

A field investigation of the project site will be conducted to determine the limits of the wetlands present. The results of the field investigation will be summarized in a letter report. This report will include the wetlands floristic inventory, along with exhibits depicting preliminary wetland boundaries, project boundary, review of the National Wetland Inventory Map, Soil Survey Map, Flood Insurance Rate Map, DuPage County Wetland Map and the Hydrological Atlas.

The wetland investigation will be coordinated with DuPage County and the Army Corps of Engineers. BLA will establish an outstanding communication procedure and have direct contact with their Project Managers and Chief Regulatory Section. BLA is very familiar with DuPage County and the Army Corps, having worked with them on similar projects throughout our company's history. Knowing and communicating with the proper agencies will help speed the permitting process.

Preparation of the Detention Basin Planting Plans

BLA will prepare the Stormwater Wetland Detention Planting Plans in accordance to the DuPage County and Downers Grove Best Management Practice (BMP) Standards. The plan will include planting materials, specifications, quantities and details.

The Stormwater Wetland Detention facility typically includes a small permanent pool of water. The bottom and slopes are planted with native plants that provide pollutant-filtering capabilities. Stormwater Wetland Detention can serve as an aesthetic or recreational amenity, as well as a habitat for some wildlife and aquatic species. This detention facility is one of the BMP design strategies that can be used to reduce sediment transport into the Prentiss Creek Watershed. The design practice is one of the goals that DuPage County, IEPA and Village of Downers Grove require for a stormwater quality design.

Alternate Evaluations

Based on our past experience with various municipal clients, we will evaluate the vertical profile and make sure that driveway slopes and drainage work to minimize the construction cost to the Village. During our field visit, we noticed a lot of trees along the residential roads and will make every attempt to save these trees. We also noticed the depressional areas and will provide a construction detail of the area with the cross-slopes and spot grade pavement elevation so the contractor can construct the section without any difficulty.

We have estimated 272 driveways within the project limits based on our field visit. Driveway construction is the most important issue in the project completion as there could potentially be 272 problems and could "make or break" the project. It is also

critical that we make sure the sidewalks at each driveway meet cross-slopes and that ADA requirements are met at each intersection. We will evaluate each and every driveway, in conjunction with the sidewalks, and will make sure they have proper drainage, cross-slope and are ADA compliant. Early evaluation of the driveway and sidewalk locations will avoid construction delays and will save the Village time and money

BLA will evaluate the alternatives for the proposed storm sewer improvements, based on early identification of potential utility conflicts, and will present them to the Village for approval. The plans can then be modified or utilities could be relocated without large scheduling delays. We have just completed a project using directional boring for storm sewers in order to avoid watermain, sanitary sewer and other utilities. We will apply our past expertise to this project which could potentially save the Village enormous amounts of money! This option will save the cost of landscaping restoration and will avoid aggravation from the residents due to open cut disruption. We will also look at possible alternatives of trenchless technology and pipe bursting.

BLA will evaluate several alternatives with respect to the rural and urban cross-sections; combination of both cross-sections and vertical profiles utilizing these cross-sectional values. We will also evaluate the storm sewer alternatives based on the new curb and gutter and the replacement of the storm sewers and catch basins.

The alternatives may include the location of enclosed storm sewer system within the pavement versus within the parkway area. We will recommend the cost effective and practically possible option due to the potential right-of-way constraint. BLA will look at the alternative for the rural sections with several Best Management Practices (BMPs). BLA will evaluate several alternatives for better conveyance and economically effective

way by combing the storm sewers and ditches with catch basins as needed which will include DuPage County required BMPs.



67th & Carpenter

We will evaluate the alternatives for the roadway alignment of the reconstruction with the rural and urban cross-sections, storm sewer and curb and gutter replacement and provide the cost effective analysis to the Village with the recommended option.

Topographic Survey of Roadways

BLA will perform Topographic Surveys of Adelia, Carol, Carpenter, Norfolk, Oxford, Palmer, Saylor, 67th St. and Saratoga Streets for the purpose of engineering design. BLA has performed numerous surveys for roadway design in DuPage County. We are familiar with and use the DuPage County datum on our projects within the county. We will use this datum in order to easily reference this project to other sites on record. We will utilize the latest technologies using a combination of robotic total stations and G.P.S. rovers to locate the topographic and boundary information. Roadway alignments and tie locations will be created and provided for each street. Existing utilities will be shown with rim and Invert elevations. With Downers Grove being recognized as a Tree City USA for the past 25 years we will take great care when locating the trees in the right of way and noting their sizes. BLA will locate and show the existing right of way monumentation and the right of way lines will be shown on the Topographic Survey. Cross section locations will be taken every 50 feet on station and at centerline of driveways. 67th St topography will not include the cross sections.

Topographic Survey of +/- 1 acre pond

BLA will provide field and office support for the preparation of a Topographic Survey of the specified pond. Contours will be shown at an interval of one foot. Edge of water will be shown and elevation will be noted at time of survey.

Plan Preparation

Final engineering design shall follow the recommendations and conclusions contained in the *Stormwater Infrastructure Improvement Plan for the Prentiss Creek Watershed*.

BLA shall be responsible for the performance of the following services in connection with the proposed improvements:

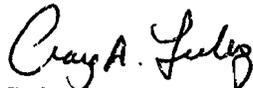
- 1) Preliminary Plans (30%)
- 2) Preliminary Plans (60%)
- 3) Pre-Final Plans, Specifications, & Estimates (90%)
- 4) Final Plan, Specifications, & Estimates. Final Plans shall include the following:
 - A) Cover Sheet
 - B) General Notes & Summary of Quantities
 - C) Earthwork Schedule
 - D) Typical Sections & Construction Details
 - E) Alignment, Ties & Benchmarks

- F) Grading Plan (1"=50')
 - G) Storm Sewer Plan & Profile
 - H) Sediment Erosion & Sediment Control Plan
 - I) Landscape Plan (1"=50')
 - J) Cross Sections (50' Intervals)
 - K) Additional plans required to complete work (Maintenance of traffic, Roadway Plan & Profile, Detention Basin Planting, Special Provisions, etc.)
- 5) Specifications & Estimates – Specifications and estimates shall be prepared in a format acceptable to Downers Grove Standards.
 - 6) BLA shall attend meetings with Village Staff, residents/public, and the contractor. Meetings shall include:
 - A) Project kickoff meeting – (1)
 - B) Meeting to discuss village staff comments – (4)
 - C) Public Hearings/Town hall meetings – (2)
 - D) Pre-Bid Contractor meeting – (1)
 - 7) BLA shall provide bid assistance attending bid opening, evaluating bid tabulations, and providing recommendations as to the successful bidder.
 - 8) BLA shall prepare quantities and estimates for construction costs for use in budgeting and evaluating contractor bids. Estimates of construction costs for shall be based on the final design plans.
 - 9) BLA shall prepare submittals for the required construction permits. Construction permits will be based on the impacts and extents of final improvement plans, but may include NOI - NPDES, Kane-DuPage Soil Water Conservation District, and DuPage County Stormwater Management Permit.
 - 10) BLA will review the existing R.O.W. and property lines and determine the need for permanent and temporary easements.
 - 11) BLA shall prepare hydrologic and hydraulic models as required to evaluate the proposed improvements. Existing models shall be modified and expanded wherever possible.
 - 12) A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared in conjunction with the NOI application.

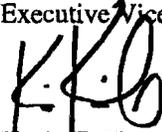
Any items not specifically included in the above scope of services and attached man-hour estimate will be considered extra work to be performed at your direction. BLA has identified tasks that are optional and not included in our proposal. These tasks may or may not be necessary, depending on what our preliminary investigations uncover. Information on these tasks can be found on the attached Exhibit A.

Thank you for requesting Bollinger, Lach & Associates, Inc. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,
BOLLINGER, LACH & ASSOCIATES, INC.



Craig A. Lukowicz, P.E.
Executive Vice President



Kevin E. Kenniff P.E.
Project Manager

Exhibit A – Optional Tasks

Optional Task 1 – Public Relations Detail: BLA would recommend an introductory project brochure/flyer and website to keep the residents informed of the project. Our Project Manager and Public Information Representative would create and deliver the project brochure, going door-to-door throughout the neighborhood. This gives the residents an opportunity to ask questions and make them feel that they are part of the solution. We would also forward any pertinent information, such as photos and reports, to the Village of Downers Grove for posting on their website.

Optional Task 2 – Boundary Topographic Lot Survey (per lot):

Boundary Surveys – If requested we will provide field and office support for the preparation of a Plat of Survey for each subject property. Existing monumentation and permanent structures will be shown. An area for the surveyed property will be calculated and shown on the plat.

Topographic Surveys – If requested BLA will provide field and office support for the preparation of a Topographic Survey for each subject property. Building locations and other permanent structures will be shown on the plat. Contours will be shown at an interval of one foot.

Optional Task 3 – Wetland Delineation Report: BLA will perform a wetland delineation of the project site using methodology outlined in the Interim Regional Supplement of 2008 Corps of Engineers Wetland Delineation Manual. The delineation will be completed based on conditions found during the field visit, soil maps, DuPage County Wetland Map, National Wetlands Inventory and the U.S. Army Corps of Engineers (USACE) Routine On-Site new Data Forms.

Also during the site visit, the wetlands' generalized quality ratings, according to Swink and Wilhelm (1994), plant community quality will be assessed and the limits of the wetland will be field staked in relation to the project coordinate system. Also during the site visit, wildlife and plant community qualities will be assessed.

Optional Task 4 – DuPage County/Army Corps of Engineers On-Site Coordination: BLA will coordinate with the DuPage County Department of Development and Environmental Concerns (DEC) and the USACOE to obtain a No Objection Letter if no impact to the existing wetlands or to obtain Jurisdictional Determination and confirmation of the staked wetland boundaries.

Optional Task 5 - Permit Application Preparation and Submittal for Regional Permit: The required exhibits, specifications, data and project information will be compiled and assembled in a permit application submittal package. We will coordinate development of documents with the Village of Downers Grove and submit them for your review in draft form. This task may require meeting with the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Illinois Department of Natural Resources, DuPage County and potentially other federal, state and local agencies to coordinate permitting activities. To develop a wetland mitigation plan and permit application package, the following must be provided to BLA:

- Current topographic base sheets and boundary information for the project site.
- Proposed site plan.
- Soil borings, if available.
- Statement from you designating BLA as your authorized agent.
- Copies of the Phase I Archeological Survey, if available.
- Preliminary Engineering Plans.
- Soil erosion and sediment control plans.
- Clear representative photographs of the site, if available.
- List of adjacent property owners.

Optional Task 6 – Joint Permit Application Preparation and Submittal for Individual Permit: The required exhibits, specifications, data and project information will be compiled and assembled in a permit application submittal package to the USACOE and to the IEPA for Section 404 of the Clean Water Act compliance. We will coordinate development of documents with the Village of Downers Grove and submit them for your review in draft form. This task may require meeting with the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Illinois Department of Natural Resources, DuPage County and potentially other federal, state and local agencies to coordinate permitting activities. To develop a wetland mitigation plan and permit application package, the following must be provided to BLA:

- Current topographic base sheets and boundary information for the project site.
- Proposed site plan.
- Soil borings, if available.
- Statement from you designating BLA as your authorized agent.
- Copies of the Phase I Archeological Survey, if available.
- Preliminary Engineering Plans.
- Soil erosion and sediment control plans.
- Clear representative photographs of the site, if available.
- List of adjacent property owners.

Optional Task 7 - Agency Coordination: During the permit review process, follow-up meetings with the regulatory agencies, project engineer, and the Village of Downers Grove can be anticipated to finalize required information, submittals and documentation.

Optional Task 8 – Preparation of Conceptual Wetland Mitigation Plans: Based on the proposed site plan and impacts to the existing wetlands, an appropriate conceptual wetland replacement mitigation plan will be prepared. BLA will prepare a plan that will ecologically enhance on-site wetland area and provide recreational use. This plan will be based on typical Section 404 and DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance) guideline requirements. We will meet with the project team during design of required mitigation areas to incorporate the conceptual wetland mitigation plan with other facets of the proposed development. We will design a concept plan to meet the Section 404 and Ordinance requirements while preserving and maintaining the overall quality of the project.

Optional Task 9 – Annual Vegetation Sampling and Monitoring: BLA will conduct vegetative sampling and data analysis twice during the growing season (Spring and Fall) within the wetland management area. Sampling will be conducted to assess the status of the wetland management area and to insure the wetland management area reaches performance standards outlined in the USACE's *Informational Notice Mitigation Guidelines and Requirements* the most recent revision. These visits will also determine if remedial measures are required and to recommend procedures to correct deficiencies related to maintenance of the wetland management area, in particular soil erosion and debris management.

BLA will write an annual report summarizing the general condition of the wetland management area and list activities completed for the year with the results of the vegetation sampling, monitoring and recommendations. These reports will be submitted to the Village of Downers Grove and, following your approval, a copy of the report will be submitted to the USACE and/or DEC.

Optional Task 10 – Tree Survey for Wetland Mitigation Area: BLA will survey the location and identify of all trees greater than or equal to 6" diameter at breast height, found within the proposed mitigation area limit. The tree survey will identify and describe individual trees located on survey. A complete tree inventory will be included with this letter report listing tag number, common name, scientific name, size, condition, form and general comments regarding the quality of the identified trees. Nomenclature used for common and scientific names follows Swink and Wilhelm (1994) *Plants of the Chicago Region* and U.S. Fish and Wildlife Service (1996) *National List of Vascular Plant Species That Occur in Wetlands*.

Optional Task 11 –Wetland Mitigation Area As Built Plans: BLA will survey the location of the Wetland Mitigation Area and verify the acreage of the area.

Please Note: The Village of Downers Grove can choose a Wetland Banking instead of On-Site Wetland Mitigation. Therefore, Tasks 6, 7, 8, and 9 would not be applicable.

Not included tasks:

- Soil Investigations
- Structural Tasks
- Construction Assistance

Village of Downers Grove
Prentiss Creek Watershed Improvements
Carpenter Street from 63rd Street to 67th Street
Direct Costs

PRELIMINARY (30%) PLANS

3 Full size plans x 75 sheets x \$2.00/sheet = \$ 450.00
Preliminary Total \$ 450.00

PRELIMINARY (60%) PLANS

3 Full size plans x 95 sheets x \$2.00/sheet = \$ 570.00
Preliminary Total \$ 570.00

PRE-FINAL (90%) PLANS

3 Full size plans x 121 sheets x \$2.00/sheet = \$ 726.00
Pre-Final Total \$ 726.00

FINAL PLANS

3 Full size plans x 121 sheets x \$2.00/sheet = \$ 726.00
1 Full size mylar x 121 sheets x \$6.00/sheet = \$ 726.00
Permit Submittals: DEC 5 copies x 45 x \$0.2/sheet \$ 45.00
KDSWCD 4 copies x 5 x \$2.00/sheet \$ 40.00
Total \$ 1,537.00

SURVEY

DuPage County Documents \$ 1,200.00
29 Vehicle Days x \$48.00/day = \$ 1,392.00
Total \$ 2,592.00

Grand Total \$ **5,875.00**

Village of Downers Grove
Prentiss Creek Watershed Improvements
Carpenter Street from 63rd Street to 67th Street
Phase II Manhours

<u>Item</u>	<u>Sheets</u>	<u>MH/Sheet</u>	<u>Total</u>
Public Relations			48
Hydrologic and Hydraulic Model Revisions			60
Wetland Investigation			24
Best Management Practices			24
Alternate Evaluation			24
Cover Sheet, Index, Location Map, State Standards	1	16	16
General Notes and Summary of Quantities	1	24	24
Earthwork Schedule	1	16	16
Typical Sections & Construction Details	1	16	16
Alignment, Ties and Benchmarks	1	16	16
Grading Plan (1" = 50')	1	24	24
Storm Sewer Plan and Profile	10	24	240
Sediment Erosion, Sediment Control Plan (1" = 50')	5	24	120
Landscaping and Pavement Marking Plan (1" = 50')	5	20	100
Cross Sections (every 50', driveways, along side streets) (152 x-sec @ 2 MH, 272 drwy x-sec @ 1 MH)	82		576
Maintenance of Traffic (Typ. Sec., detour, notes, etc.)	2	20	40
Roadway Plan & Profile	10	16	160
Detention Basin Planting Plan	1	18	18
Special Provisions			36
Meetings (see attached)			64

Village of Downers Grove
Prentiss Creek Watershed Improvements
Carpenter Street from 63rd Street to 67th Street
Phase II Manhours

<u>Item</u>	<u>Sheets</u>	<u>MH/Sheet</u>	<u>Total</u>
Bidding Assistance			24
Estimate of Construction Costs			32
Permit Submittals (see attached)			162
Topographic Survey			930
Review of properties for acquisition			32
Preparation of SWPPP			24
Utility Coordination			48
<hr/>			
TOTAL	121		2898

Village of Downers Grove
Prentiss Creek Watershed Improvements
Carpenter Street from 63rd Street to 67th Street
Phase II Manhours

MEETINGS:

Kick off Meeting	1 mtg @ 4 hrs @ 2 people	8 hours
Disposition of Village staff comments	4 mtg @ 4 hrs @ 2 people	32 hours
Public Meeting	2 mtg @ 4 hrs @ 2 people	16 hours
Pre-bid Contractor meeting	1 mtg @ 4 hrs @ 2 people	8 hours
TOTAL		64 hours

PERMITS:

DuPage Stormwater Management	120 hours
Kane-DuPage Soil Water Conservation District	24 hours
Notice of Intent - NPDES	18 hours
TOTAL	162 hours

Exhibit D Campaign Disclosure Certificate

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

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

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

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

Under penalty of perjury, I declare:

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

Craig A. July
Signature

CRAG A. LUKOWICZ
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

2009-2013 Capital Project Sheet

Project # **SW-039**

Project Description **Watershed Improvements, Prentiss, Sub B (DG Estates)**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, regrading depressional storage areas, new curb & gutter, new and replacement storm sewers and catch basins. The Five Year Strategic Plan for 2009-2013 identifies a goal of top quality Village infrastructure and facilities. Supporting objectives include improving neighborhood infrastructure and upgrading the water system.

Cost Summary			FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Years	TOTAL
	New	Maintenance Replacement							
Professional Services		x	150,000					450,000	600,000
Land Acquisition									-
Infrastructure		x						6,707,000	6,707,000
Building									-
Machinery/Equipment									-
Other/Miscellaneous									-
TOTAL COST			150,000	-	-	-	-	7,157,000	7,307,000

Funding Source(s)									
243-Stormwater Fund	▼	150,000						7,157,000	7,307,000
	▼								-
	▼								-
TOTAL FUNDING SOURCES		150,000	-	-	-	-	-	7,157,000	7,307,000

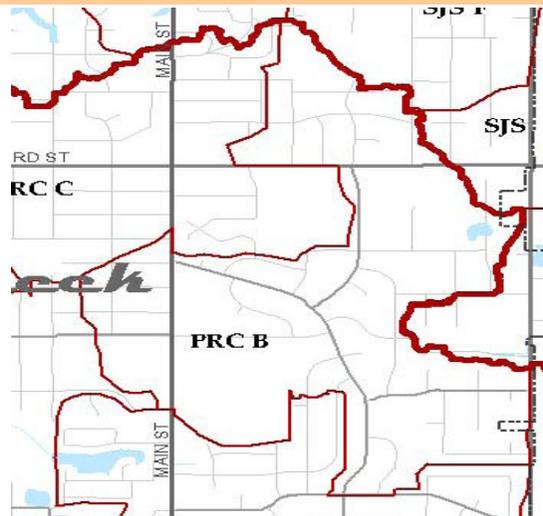
Project status and completed work

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

None

Impact-annual operating expenses	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score: 1	Priority Setting Factor: H/S/W	72	Project Manager:	Michael D. Millette
Priority Status: High	Program: 347	Department:	Public Works	

2009-2013 Capital Project Sheet

Project # **SW-040**

Project Description **Watershed Improvements, Prentiss, Sub C (DG Estates)**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, regrading depressional storage areas, new curb & gutter, new and replacement storm sewers and catch basins. The Five Year Strategic Plan for 2009-2013 identifies a goal of top quality Village infrastructure and facilities. Supporting objectives include improving neighborhood infrastructure and upgrading the water system.

Cost Summary	New	Maintenance	Replacement	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Years	TOTAL
				Professional Services	x			150,000		
Land Acquisition										-
Infrastructure	x								9,219,000	9,219,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				150,000	-	-	-	-	9,819,000	9,969,000

Funding Source(s)		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Years	TOTAL
243-Stormwater Fund	▼	150,000					9,819,000	9,969,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		150,000	-	-	-	-	9,819,000	9,969,000

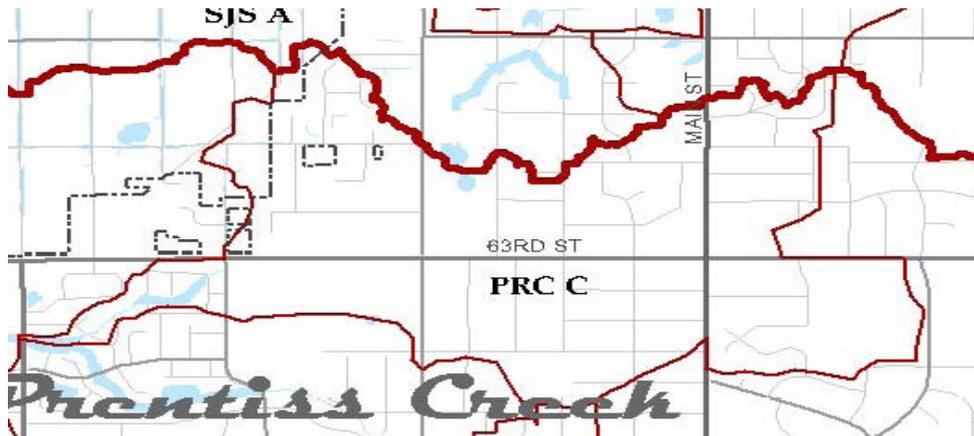
Project status and completed work

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

None

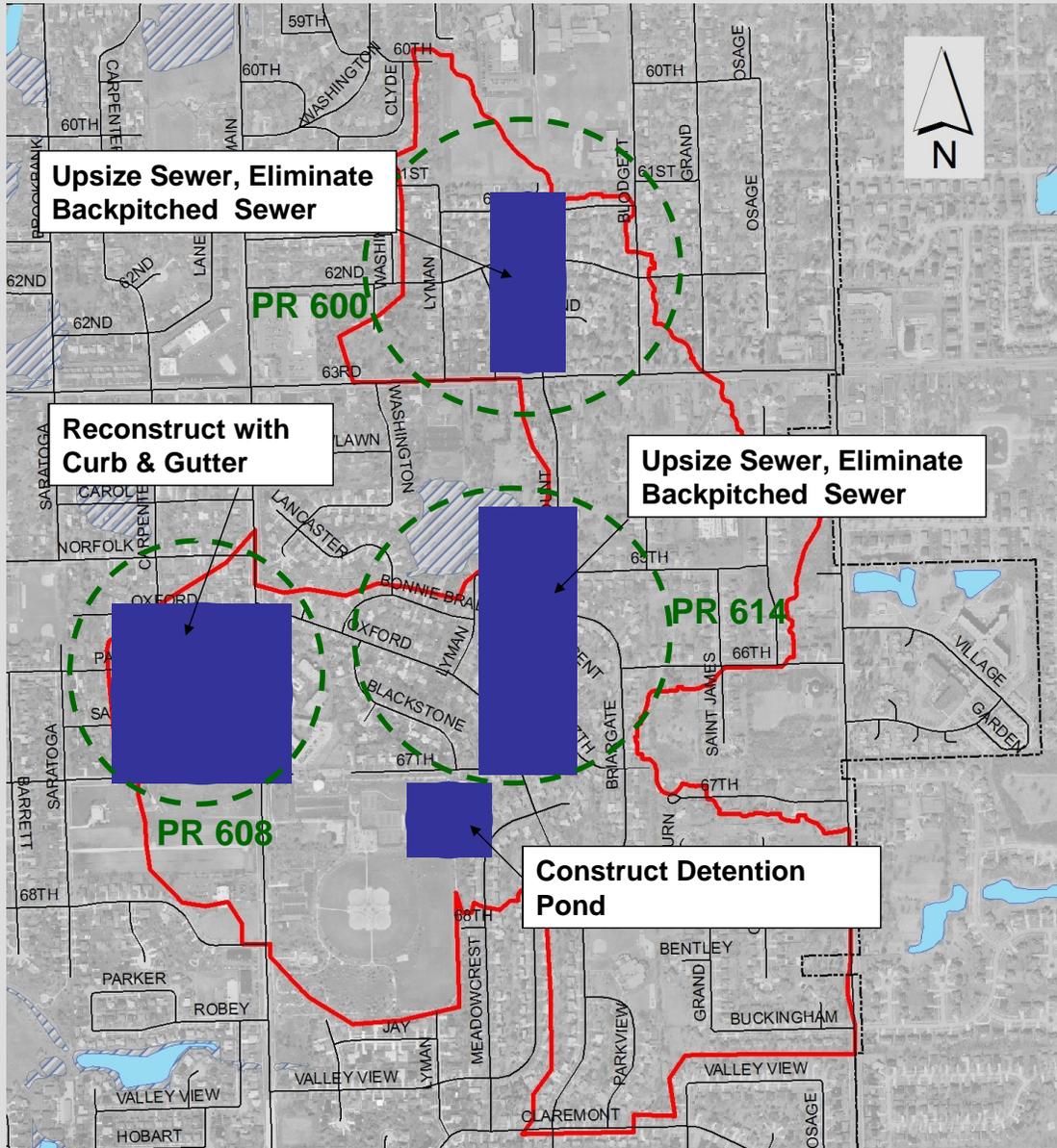
Impact-annual operating expenses	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score	1	Priority Setting Factor:	H/S/W	73	Project Manager:	Michael D. Millette
Priority Status:	High	Program:	347	Department:	Public Works	



PROBLEM AREA:

PR600
PR608
PR614

PROBLEMS:

STREET FLOODING
YARD FLOODING

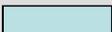
CAUSES:

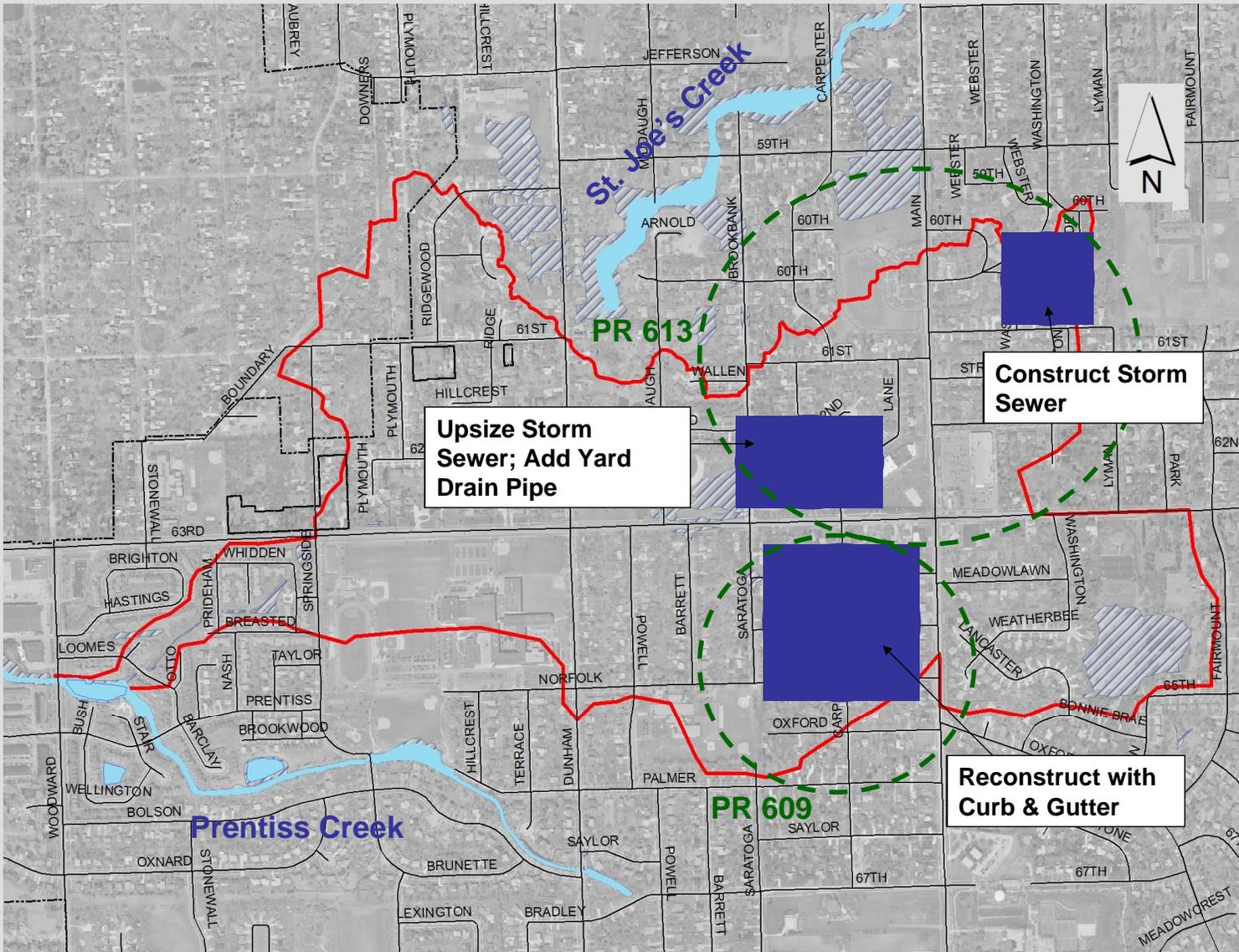
UNDERSIZED SEWERS
BACKPITCHED SEWERS
SEDIMENTATION
LACK OF DRAINAGE SYSTEM

COST: \$15,690,000

PRIORITY: HIGH

LEGEND

-  Problem Area
-  Proposed Improvements
-  Creek
-  100-Year Floodplain



PROBLEM AREA:

PR609
PR613

PROBLEMS:

STREET FLOODING
YARD FLOODING

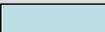
CAUSES:

UNDERSIZED SEWERS
BACKPITCHED SEWERS
SEDIMENTATION
LACK OF DRAINAGE SYSTEM

COST: \$14,900,000

PRIORITY: HIGH

LEGEND

-  Problem Area
-  Proposed Improvements
-  Creek
-  100-Year Floodplain