

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

SUBJECT:	TYPE:	SUBMITTED BY:
Contract Award: Lacey Creek Watershed Stormwater Improvements (SW-041)	Resolution Ordinance ✓ Motion Discussion Only	Naneil Newlon, P.E., Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Lacey Creek Watershed Stormwater Improvement Design Services to V3 Companies, Ltd. of Woodridge, Illinois in the amount of \$198,460.00.

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 \$200,000 in the Stormwater Fund for professional services in Subwatershed E of the Lacey Creek Watershed (SW-041).

RECOMMENDATION

Approval on the August 4, 2009 consent agenda.

BACKGROUND

The Watershed Infrastructure Improvement Plan, dated August 2007, 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 Lacey Creek watershed, including:

- SW-007 Lacey Creek Retaining Wall Replacements: \$250,000, engineering nearing completion, \$2,900,000 budgeted for construction to begin this fall
- SW-029 Parrish Court Drainage Improvements: \$10,430, construction complete
- SW-030 Venard at Acorn Storm Sewer Improvements: \$291,650 construction complete
- SW-031 Barneswood Storm Sewer Improvements: \$54,950 construction complete

The proposed contract would provide data collection and develop roadway and drainage improvement alternatives for Subwatershed E of Lacey Creek. Once the alternative approaches have been reviewed by Village staff, preliminary engineering plans will be developed for the chosen alternative(s). The development of these design plans is a necessary step in achieving three main goals:

- Reducing drainage problems at 40th Street and Glendenning Road
- Reducing drainage problems at 40th Street and Washington Street
- Roadway and general drainage improvements throughout the neighborhood

A Request for Qualifications was posted on the Village's website on April 27, 2009 seeking qualified firms to provide engineering services for the Lacey Creek, Subwatershed E stormwater project (SW-039), in addition to the Prentiss Creek stormwater projects. 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, staff invited two firms to submit a scope of work and fee schedule for the combined projects associated with Lacey Creek, Subwatershed E (SW-041). Based upon staff's review of each firm's project approaches and scopes of work, V3 Companies, Ltd., was selected to complete the engineering services in the Lacey 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 V3 Companies, Ltd. perform the design services for the Lacey Creek watershed because:

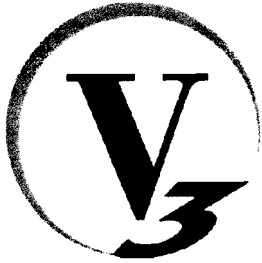
- V3 has previously performed design services for improvements within this watershed.
- V3 has extensive experience in wetland modification design (wetland modification may be required within this subwatershed)
- V3's proposal addresses the potential impacts of groundwater within the subwatershed (groundwater is contributing to flooding within this subwatershed)
- V3's price proposal is competitive.

ATTACHMENTS

Professional Services Agreement

Capital Project Sheet SW-041

Lacey Creek Watershed LA-E Exhibit



TRANSMITTAL LETTER

Attention: Jeff Loster

Company: Village of Downers Grove
Public Works Department
1501 Walnut Avenue
Downers Grove, IL 60515

Date: July 22, 2009

Phone: 630-434-5500

Project: Lacey Creek Subwatershed E Projects
Project No:

Via: Federal Express Messenger V3 Delivery
 Mail Overnight Pick Up

For Your: Information/Use Review/Comment Approval

The Following: Drawing Specifications Disk Other

<u>Copies</u>	<u>Description</u>	<u>Date</u>
1	Signed Contract for Subject Project	Undated
1	Signed Exhibit C for Subject Project	7-22-09

Remarks

Let us know if you need anything else. Thank you!

Copy To:

By: Jennifer Maercklein

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2009 by and between V3 Companies ("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

See attached Proposed Scope of Services: General Project Understanding attached hereto and herein incorporated as **Exhibit A**.

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 \$198,460.00 as indicated on the Manhour and fee estimate Summary, Lacey Creek subwatershed E Projects, Village of Downers Grove dated July 15, 2009 attached hereto and herein incorporated as **Exhibit B**.

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 C**

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**

V3 Companies, 7325 Janes Avenue, Woodridge, Illinois 60517

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

V3 Companies

By: 

Title: PRESIDENT

Date: July 22, 2009

Village of Downers Grove

By: _____

Title: Village Manager

Date: _____



Proposed Scope of Services: General Project Understanding

General 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. The result is the Watershed Infrastructure Improvement Plan (WIIP). Based on this plan, the Public Works Department has selected several projects throughout the Village to be designed in 2009 for stormwater improvements. Several of these projects have been identified within Lacey Creek Subwatershed E. We understand that the Village is seeking a firm to provide Conceptual and Preliminary Engineering Design Services for these Lacey Creek Subwatershed E projects.

The projects will include a variety of elements including new detention, re-grading depressional storage areas, new curb & gutter, and new and/or replacement storm sewers and catch basins. Understanding and managing groundwater related issues may also be required. Similarly, ecological and floodplain services will likely be required to demonstrate the proposed improvements do not impact existing special management areas and/or to prepare mitigation plans if impacts are necessary.

Lacey Creek Subwatershed E contains eight Subbasins. Five of the Subbasins (LA15, LA19, LA20, LA22, and LA381) have no reported flooding problems, and no projects are proposed within those Subbasins. One of the Subbasins (LA315) experiences drainage problems related to the storm sewer system on Main Street. Because Main Street is under DuPage County Division of Transportation (DuDOT) jurisdiction, the WIIP did not include recommendations for improvements within this subbasin. It is our understanding that DuDOT has been or will be notified of the drainage issues, and resolution of the issues may be handled by DuDOT. Two of the Subbasins (LA14 and LA16) have several reports of yard, street and house flooding. The two subbasins are interconnected; Subbasin LA14 drains via storm sewer into Subbasin LA16. The Lacey Creek Subwatershed E projects will be focused within Subbasins LA14 and LA16.

Subbasins LA14 and LA16 are generally located north of Ogden Avenue, south of 39th Street, east of Highland Avenue and west of Fairview Avenue. The Subbasins are very poorly drained and includes four separate but interrelated problems:

- The storm sewer system on Washington Street outlets to the Wetland Bank at 40th and Glendenning. The system is undersized and the floodplain elevations within the Wetland Bank create in a tailwater condition on the storm sewer, resulting in yard and street flooding near Washington and 40th.
- The corner of 40th Street and Glendenning Road is affected by a low area and Wetland Bank that covers several blocks. The area is drained by a severely restrictive storm sewer. In the 10% annual chance (10-year) storm event, the water surface elevation in the wetland complex is approximately three feet higher than the low point on the roadway at the intersection of Glendenning Road and 40th Street, resulting in frequent street flooding.
- A depressional area along Douglas Road between 39th and 40th Streets results in yard flooding.
- A depressional area located west of the intersection of 39th Street and Glendenning Road results in yard flooding.
- The Subbasins represent one of the larger unsewered areas in the Village and primarily consists of "rural" roadway cross sections without curb and gutter or a storm sewer system. The lack of a storm sewer system prevents private property owners (such as those experiencing yard flooding as described in the two previous bullet points) from establishing a positive drainage outlet from their property.

V3 is very familiar with the problems and potential solutions within this Subwatershed and has been providing professional services to the Village and County within this Subwatershed since 2001. V3 provided professional services to design the Wetland Bank complex at the intersection of Glendenning Road and 40th Street. These services included a detailed assessment of the area's hydrology and hydraulic characteristics and included building the FEQ model for the Lacey Creek Tributary that runs through this Subwatershed. V3 has provided follow-up services to the County to assess wetland performance, wetland hydrology, and groundwater influence on the wetland bank. V3 is fully aware of

Proposed Scope of Services: General Project Understanding

the sensitivity of the existing wetland bank to hydrologic changes and will provide design services during these proposed projects to insure that the recommended improvements do not result in adverse impacts to the wetland.

The WIIP evaluated several alternatives and identified four projects to address three potential Village goals within Subbasins LA14 and LA16 as described below. The location of each project is shown on Exhibit 1.

Goal 1: Reduce Drainage Problems at Glendenning & 40th

Two projects were identified with potential to reduce drainage problems at Glendenning and 40th: construct a relief sewer from the Wetland Bank to a Lacey Creek Tributary, and raise the roadway profile at the intersection.

Project A: Relief Sewer

A Wetland Bank is located at the intersection of Glendenning Road and 40th Street. To avoid direct (physical) impacts and indirect (hydrologic) impacts to this Bank, the WIIP's recommended project will reduce flooding in larger storm events but maintains hydrologic characteristics in the more frequent storm events (e.g., events equal to or more frequent than the 20% annual chance (5-year) storm event). The project will improve downstream conveyance by constructing a large inlet box at the wetland complex's 5-yr high water level that is connected to a 42-inch outlet sewer designed to convey flow downstream to the Lacey Creek tributary. The project provides a high conveyance outlet from the area to reduce flooding in larger storm events and results in a two foot reduction in flood stage at the intersection during the 1% annual chance (100-year) storm event.

The project area includes Zone A floodplain. Elevations established during the Wetland Bank project are appropriate for use as existing floodplain elevations. Hydrologic and hydraulic modeling of the proposed condition will produce proposed floodplain elevations. Because the project reduces the amount of flood storage present at the intersection during the 1% annual chance event, the volume must be relocated elsewhere in the subwatershed to prevent damages to downstream property owners. There may be opportunities to provide this compensatory storage volume on Park District property at the pipe's outlet prior to discharge to the Lacey Creek tributary, or within private property purchased through the voluntary buyout program.

Project B: Raise Intersection Profile

A second alternative presented in the WIIP consists of raising the roadway at the intersection of Glendenning Road and 40th Street to reduce or eliminate roadway flooding during large storm events. Raising the road would require compensatory storage which could be provided on adjacent residential properties through the voluntary buyout program or in oversized underground pipes. On the surface, project B appears to be a more cost-effective solution to reduce traffic impacts than Project A, however, additional investigations are warranted to determine suitability of soils at the intersection (and the subsequent need for special roadway fill to mitigate poor soils) and impacts to adjacent properties, utilities, trees and the Wetland Bank as associated with raising the profile.

Goal 2: Reduce Drainage Problems near Washington and 40th

Project C: Storm Sewer Improvements near Washington and 40th

The WIIP recommended upsizing the storm sewers in Subbasin LA14 to create a system that meets the Village's design standards for storm sewer systems (e.g., capacity to convey the 10% annual chance (10-year) storm via gravity flow and the 4% annual chance (25-year) storm without surcharging and flooding at the inlet.) This project will reduce drainage problems on Washington near 40th Street and in the surrounding area.

Proposed Scope of Services: General Project Understanding

Goal 3: Roadway Reconstruction to Provide Curb, Gutter & Storm Sewer

Project D: Roadway Reconstruction Throughout Neighborhood

The WIIP also recommended a project to reconstruct roadways throughout the neighborhood to provide curb, gutter and storm sewers to the largely unsewered area. This would allow private homeowners who experience yard flooding the opportunity to construct a private drainage system and connect into the Village's public storm sewer system.

If proposed roadway improvements result in increased impervious area or alter runoff characteristics (whether the improvements are associated with the Project A, B, C or D) then the roadway improvements will necessitate stormwater detention. It may be possible to provide stormwater detention in the park located east of Elm Street and south of 40th Street, or land could be purchased through a voluntary buyout program. If surface areas are not available, then detention could be provided in oversized pipes ranging in size from 42-inches to 60-inches.



Proposed Scope of Services: Project Overview

Scope of Services Project Overview

V3 understands that the Village has not identified preferred alternative(s) to reduce drainage problems within Lacey Creek Subwatershed E. Therefore, V3 recommends a four-phase approach towards preparation of Preliminary Engineering plans:

- Phase 1: Data Collection
- Phase 2: Evaluation of Alternatives
- Phase 3: Conceptual Engineering (30% design)
- Phase 4: Preliminary Engineering (60% design)

The scope of services presented herein describes Phases 1 and 2 in detail. A menu of scope options is presented for the Conceptual Engineering and the Preliminary Engineering Phases; the actual scope of services to be performed will be dependant upon the alternative(s) selected for design.

The manhour estimate provided in a separate, sealed envelope contains an estimate of fee for each scope item discussed below. The fees for Phases 1 and 2 may also be revised if the Village elects to remove some alternatives from consideration at the beginning of the project. The fees for Phases 3 and 4 are dependant on which alternative(s) are selected for design.



Proposed Scope of Services: Phase I

Scope of Services Phase I: Data Collection

Although V3 is very familiar with the project areas due to past participation in the Lacey Creek Watershed Infrastructure Improvement Plan and the Downers Grove Wetland Mitigation Bank Project, additional field reconnaissance and data collection will be necessary for conceptual and preliminary engineering. The Data Collection phase of the project is intended to provide additional information to facilitate development of conceptual alternatives and cost opinions.

A. Kickoff Meeting

V3 shall meet with the Village at the beginning of the project to discuss project schedule and goals. The various scope alternatives presented herein will also be discussed to determine if there are any alternatives that the Village wishes to remove from consideration.

Deliverable: Meeting minutes.

B. Data Review and Field Reconnaissance

As part of this phase, V3 will review all existing stormwater information for this area. Field reconnaissance will be performed to evaluate the proposed storm sewer route, inlet placement, and evaluate potential storage locations. Additionally, V3 will assemble all available existing public and private utility atlas information for use in minimizing potential utility conflicts during proposed storm sewer design.

Deliverable: Summary of field reconnaissance and collected data.

C. Topographic Survey

Topographic survey of storm sewers and roadway ditches was performed in select areas of the Subwatershed during the WIIP but additional survey will be required at the proposed storage locations, along the new storm sewer alignments, and along the existing roadway rights of way if the projects include roadway replacement. Exhibit 2 provides detailed scope of services for the topographic survey. Topographic survey of the right-of-way will be performed in the following areas during the data collection phase.

- Project A: Relief Sewer (3,500 L.F. of Sterling Road and 500 L.F. 36th Street)
- Project B: Intersection Improvements (1,500 L.F. on 40th Street and 2,000 L.F. on Glendenning Road)
- Project C: Storm Sewer Improvements near Washington and 40th (2,000 L.F. on Washington Street and 2,000 L.F. on Elm Street)

Additional survey may be required dependant on the project alternative(s) selected. Scope for additional survey, if necessary, is presented in Task 3.A.

Deliverable: CAD-generated topographic survey oriented with north to the top or right. Survey will show general notes, north arrow, graphic scale, vicinity map, brief legal, and legend of all potential symbols. Scale will be as necessary to show all topographic information in a clear and legible manner or as requested by the Village.

D. Wetland Assessment and Delineation

This phase will include wetland assessment and delineation within the proposed project limits of Projects A (Relief Sewer), Project B (Intersection Improvements), and Project C (Storm Sewer Improvements near Washington and 40th). Exhibit 3 provides detailed scope of services for the wetland assessment and delineation. Additional Wetland Assessment and Delineation services may be required dependant on the project alternative(s) selected.

Deliverable: Wetland Delineation Technical Report as described in Exhibit 3.

Proposed Scope of Services: Phase I

E. Park District Coordination

V3 shall also coordinate with the Park District (either directly, or indirectly through the Village, depending on Village preferences) to assess the feasibility of using Park District space to provide compensatory storage and/or stormwater detention storage for the proposed improvements. If the Park District is agreeable to entering into an Inter-Governmental Agreement (IGA) with the Village, then V3 will request the Park District's requirements or wishes regarding the final condition of the storage areas so as to incorporate Park District requirements into the design plans. (For example, the storage facilities could be created as dry-bottom facilities to provide recreational play fields, or they could be constructed with native plantings to provide an aesthetic benefit, educational benefit, and a water quality benefit. Features such as pedestrian/bike paths or educational signage could be incorporated, depending on the Village and Park District preferences and requirements.)

Deliverable: Meeting minutes / records of conversations.

F. Geotechnical Soil Borings

A geotechnical subconsultant shall perform six soil borings to a depth of ten feet each to assess the subsurface conditions at the intersection of 40th and Glendenning (two borings) and along the alignment of the proposed relief sewer on Sterling Avenue (four borings). Information shall be used to evaluate whether mitigation of poor soil conditions will be required.

Deliverable: Boring logs, boring location map, soil profiles, and geotechnical report.

G. Groundwater and Wetland Investigations

V3 shall evaluate the groundwater conditions at the County's wetland bank. The evaluation will determine what role groundwater and subsurface conditions play in the hydrology of the wetland. Dependant on the alternative(s) selected, the improvement projects may alter the groundwater conditions of the area. This groundwater evaluation is a first step to understand whether a project may affect the wetland. V3 understands that existing seasonal drought conditions negatively affect the wetland and it may be important to evaluate whether subsurface or groundwater conditions contribute to this. It is unlikely that groundwater monitoring will be required as a condition of any stormwater management permit. Therefore, groundwater monitoring is likely only necessary if requested by the Village or if deemed necessary to gauge the potential impact of a selected project on the Wetland Bank.

The evaluation will include four soil borings surrounding the wetland up to 20 feet in depth; three of them will be converted to monitoring wells. Four cores will be manually advanced in the wetland itself to characterize the geology immediately underlying the wetland. Coordination with DuPage County may be required prior to performing this geotechnical work.

Geochemistry samples may be collected if the work is conducted in drought conditions. Following data collection activities, V3 will characterize the flow and behavior of groundwater conditions at and around the wetland to quantify the influence of groundwater on the wetland hydrology. A report will be developed outlining the data, analysis and recommendations to improve wetland conditions.

If it is determined that groundwater plays a role in establishing the hydrology of the wetland, further characterization and a groundwater/wetland monitoring program is recommended and described below under additional alternatives.

Deliverable: Report outlining the groundwater and wetland evaluation data, analysis, and recommendations to improve wetland conditions.

Proposed Scope of Services: Phase I

H. Project Management / Coordination and QAI/QC

Provide general project management, including internal team meetings and preparation of monthly progress reports. Perform internal quality assurance/quality control on project deliverables for conformance to standard engineering practice and specific project design protocol and standards.



Proposed Scope of Services: Phase 2

Scope of Services

Phase 2: Evaluation of Alternatives

The conceptual design phase of this project is intended to evaluate previous project alternatives and recommendations (as described in the WIIP), develop new alternatives, and work with the Village to determine which project(s) are best suited to meet the Village's goals. The conceptual design phase includes refinements of the WIIP design, preparation of conceptual plans for the feasible alternatives, and meetings/workshops with the Village and Stakeholders as described herein:

A. Review WIIP Alternatives and Develop Additional Alternatives

Based on the information gathered and reviewed in the Data Collection phase, V3 will evaluate the improvements and alternatives proposed in the WIIP as described earlier in this document. V3 shall also develop additional alternatives to meet project goals as defined in the Kick-off Meeting. Additional alternatives could include acquiring properties that suffer flood damage through the Voluntary Buyout Program and converting the lands to open space to create additional flood storage volume. A second additional alternative could include raising the roadway profile at the intersection of Glendenning and 40th with vertical walls to avoid wetland impacts and reduce traffic impacts during storm events.

Deliverable: Summary of alternatives review and summary of additional alternative.

B. Develop Roadway Alternatives

The existing residential streets within the study area consist of bituminous pavement with aggregate shoulders and ditch and culvert drainage. Shoulder treatment and ditch adequacy varies throughout the study area. Pavement condition appears fair to poor in areas with some pavement sections that may require complete reconstruction and other areas that may be candidates for a widening and resurfacing treatment. Previous WIIP studies addressed proposed typical sections to be considered during stormwater improvement projects. Those cross sections included an urban section with curb and gutter, a rural section with shoulder and ditch drainage, and a modified rural section with shoulders and ditch drainage supplemented with storm sewers. V3 will develop proposed roadway alternatives based on these three suggested alternatives and will investigate additional options not addressed during the WIIP. A minimum of three sections will be developed and exhibits will be prepared for presentation to Village Staff. Each section will have a list of pros and cons associated to help both Staff and the public in evaluating the impacts. Typical estimated construction costs for each alternative will be developed on a per block basis for Village Staff information. Upon concurrence with Village Staff, V3 will prepare exhibits for presentation at public information workshops.

As previously discussed, the intersection of Glendenning and 40th experiences flooding and has been identified for improvements. Two cross section alternatives will be developed to raise the roadway profile through this intersection to reduce traffic impacts due to flooding. The first alternative will be developed with standard embankment treatment behind the edge of pavement/curb and gutter. The results of the geotechnical investigation will be analyzed to develop methods of raising the roadway. If substantial unsuitable soils are encountered, V3 will investigate the feasibility of utilizing lightweight fill to minimize loading to these soils and reduce impacts that would be likely with standard unsuitable removals adjacent to the wetlands. The second alternative will investigate providing a short retaining wall at the right-of-way to minimize impacts to the wetland areas. Each cross section alternative will then be analyzed at three varying profile heights as follows:

- Raise the roadway profile approximately 2 feet to the 5-year flood elevation. This would reduce roadway flooding for the more frequent storm events, but would still result in flooding during the 10-year (and greater) storm event.
- Raise the roadway profile approximately 3.5 feet to the 25-year flood elevation. This would eliminate flooding in frequent to moderate storm events, but would still result in roadway flooding during extreme events. If this

Proposed Scope of Services: Phase 2

option was performed in conjunction with the Relief Sewer project, this could eliminate flooding in the 100-year event, dependant on how much additional storage is created during the Relief Sewer project.

- Raise the roadway approximately 4.8 feet to the 100-year floodplain elevation. This would eliminate flooding in the extreme 100-year storm events.

Deliverables: *Conceptual exhibits for each roadway alternative (exhibits to be created in Task 2.G.)*

C. Develop Buyout Alternative

Depending on the severity of flooding and Village goals for this project, it may be most cost effective to simply eliminate repetitive loss structures. The Village could purchase repetitive loss structures through the Voluntary Buyout Program and re-grade the lots to create additional storage in the Subwatershed. If the Village elects to pursue this alternative, V3 is capable of not only providing the engineering and technical guidance for this project, but also the real estate services required to execute the solution through V3's Land Strategies Group. This combination of services allows V3 to provide a truly seamless, coordinated approach to solve the Villages concerns most efficiently and economically. The specific scope of services associated with the Land Strategies Group includes Research and Valuation services is as described in Task 2.E.1 and 2.E.2. The manhours associated with this task assume one property will be evaluated for buyout.

V3 shall also compute the potential flood storage volume that could be created by re-grading properties purchased through the Voluntary Buyout Program.

Deliverable: *Written summary of property research results, property valuation, and storage volume potential at each property.*

D. Stormwater / Floodplain Calculations

V3 shall perform the necessary calculations to identify the stormwater and/or compensatory storage volume requirements of each alternative. V3 shall perform the necessary XP-SWMM modeling to evaluate the proposed projects and refine the WIIP design. The modeling will also be used to assess the hydrology tributary to the existing wetland bank to demonstrate that the projects will not have an adverse hydrologic impact on wetland hydrology. The modeling will also be performed to ensure that the projects will meet Village, County, and State regulations for floodplain and stormwater management. Calculations shall be performed at a conceptual level of detail; it is assumed that FEQ modeling will not be required at the conceptual design level (but may be required at the preliminary design level.)

Deliverable: *Calculation summary tables and CD of model input and output files.*

E. Identify Locations for Stormwater and/or Floodplain Storage

V3 shall review the site conditions and locations of potential storage as suggested in the WIIP and determine the most feasible locations for compensatory storage and/or detention storage basins. Locations may include Park District property, expansion of the existing Wetland Bank, underground storage in oversized pipes, or providing storage on property purchased through the Voluntary Buyout Program. V3 shall develop conceptual grading plans to compute the volume of potential storage that may be available at each location; grading plans shall be based on the DuPage County two-foot topographic mapping.

If the most feasible locations for storage appear to be properties purchased through the Voluntary Buyout Program, V3 shall provide services related to land acquisition through our Land Strategies Group (V3 LSG). For purposes of this proposal, we have assumed that several areas within the Village will possess the necessary characteristics to meet the ultimate objective of reducing stormwater related hazards. Land Strategies staff will work to identify which properties within these areas are feasible for the intended purpose, discuss characteristics that may promote or discourage any

Proposed Scope of Services: Phase 2

particular site, and perform the following services on a per property basis. The manhours associated with the Land Strategies Group tasks assume one property will be evaluated. Specific tasks are listed below:

1. Voluntary Buyout Program Research:

V3 shall identify specific information for each property considered for possible acquisition and will provide a summary to explain any benefits, difficulties, or other issues that may affect the feasibility and cost of acquiring these properties. The specific criteria for consideration would include:

- Current Ownership: (local vs. out of state or absentee)
- Title: (mortgage)
- Liens: (tax, mechanics)
- Easements:
- Other:

2. Voluntary Buyout Program Valuation:

V3 shall perform a valuation analysis for each identified property by researching current-market comparable sales and providing an estimate to the Village of the reasonable value of an identified property. This valuation will be derived from the dynamic experiences of practicing licensed land brokers and real estate professionals and shall not constitute a formal real estate appraisal of the property. In addition, V3 can recommend any due diligence investigations that may affect the overall value of the property and provide an estimate of the timelines associated with the property acquisition process.

Deliverables: Summary table showing potential storage volume present at each identified location, conceptual grading plan for each location (exhibit to be created in Task 2.G), and summary of property research and valuation for each identified location.

F. Review Potential Impact to Wetland

Each alternative will be assessed for its potential to impact the existing Wetland Bank, either directly or indirectly. Any impacts proposed to existing wetland or wetland buffer will be assessed. V3 will also assess the riparian requirements for any proposed impacts to vegetated areas within the floodplain. V3 will provide professional permitting consultation and advice on wetland, wetland buffer, and riparian issues associated with each alternative.

Deliverable: Written summary of potential impacts to wetland or riparian environments.

G. Conceptual Exhibits and EEOPCC

V3 shall provide exhibits to conceptualize each project alternative. These exhibits will be used to meet with the Village (Task 2.J) and for the Resident Workshop / Outreach (Task 2.K). It is anticipated that these exhibits will include typical cross sections and conceptual plans / line diagrams showing locations and limits of improvements for each alternative. The exhibits will show location of storm sewer improvements, roadway improvements, necessary compensatory storage and/or stormwater detention storage, wetland mitigation design if necessary, and desired Park District features if necessary, as associated with each improvement. V3's water resources engineers and civil engineers shall work closely with V3's ecologists to ensure the proposed design will not result in negative impacts to the established wetland bank at Glendenning Road and 40th Street. An Engineer's Estimated Opinion of Probable Construction Cost (EEOPCC) will also be provided for each alternative. It is assumed that Conceptual Exhibits and EEOPCC will be developed for the following project alternatives:

- a) Project A: Relief Sewer at 40th and Glendenning (with a range of associated roadway improvement options along the sewer alignment, including: patching as necessary, roadway replacement maintaining rural cross section, roadway replacement with modified rural cross section, and full urban cross sections)
- b) Project B: Raise Intersection Profile at 40th and Glendenning (including two profile options and three height options, as described previously)

Proposed Scope of Services: Phase 2

- c) Project C: Storm Sewer Improvements near Washington and 40th (with a range of associated roadway improvement options along the sewer alignment, including: patching as necessary, roadway replacement maintaining rural cross section, roadway replacement with modified rural cross section, and full urban cross sections)
- d) Project D: Roadway Reconstruction to Provide Curb, Gutter & Storm Sewer throughout neighborhood
- e) Project E: Buyout Repetitive Loss Structures through Voluntary Buyout Program
- f) Additional alternatives identified in Task 2.A.

Deliverables: *Typical cross sections and conceptual plans / line diagrams showing locations and limits of improvements for project alternatives a through f described above. Engineer's Estimated Opinion of Probable Construction Cost (EOPCC) for alternatives a through f as described above.*

H. Permit Requirements

V3 shall identify the permit requirements of each alternative.

Deliverable: *Written summary of permit requirements for each alternative.*

I. Summary Report

V3 shall prepare a summary report describing the results of the data collection efforts in Phase 1. The report shall include a description of each alternative evaluated in Phase 2, including conceptual exhibits, cost opinions, a description of the pros and cons of each alternative, a summary of the expected benefits to residents of each alternative, a description of the expected impact of each alternative on the existing Wetland Bank (if any), and identification of permit requirements for each alternative.

Deliverable: *Summary report as described.*

J. Meeting with Village

V3 shall present each alternative and its associated cost opinion to the Village in a meeting. The pros and cons of each alternative shall be discussed. The Park District and other Stakeholders may also be invited to attend this meeting, if desired by the Village.

Deliverable: *Meeting minutes.*

K. Resident Outreach / Workshop

V3 shall conduct one resident meeting to present options and recommendations to the residents and solicit resident feedback. Where multiple alternatives exist, V3 shall work with the Village in advance of the meeting to select the preferred alternative(s) to be presented to the Village.

Deliverable: *Powerpoint presentation for use in Workshop (manhour estimate assumes 15 slides maximum) and Workshop minutes. It is assumed that exhibits prepared in Task 2.G are adequate for use in the Workshop.*

L. Selection of Preferred Alternative(s)

V3 shall meet with the Village to discuss the outcome of the Resident Outreach / Workshop. V3 shall provide recommendations to the Village and work with the Village to select a preferred alternative(s) to carry forwards to 30% and 60% Design Plans. V3 shall not proceed with 30% or 60% designs until directed to do so by the Village.

Deliverable: *Meeting minutes.*

M. Project Management / Coordination and QAIQC

Proposed Scope of Services: Phase 2

Provide general project management, including internal team meetings and preparation of monthly progress reports. Perform internal quality assurance/quality control on project deliverables for conformance to standard engineering practice and specific project design protocol and standards.



Proposed Scope of Services: Phase 3

Scope of Services

Phase 3: Conceptual Engineering (30%)

In the Conceptual Engineering phase of this project, V3 shall further the design of the selected alternative(s) to reach the 30% engineering design level and prepare Conceptual Engineering plans accordingly. Specific services to be provided will vary dependant on which alternative(s) are selected for design. The fee associated with this Phase of the project will vary dependant on which alternative(s) are selected. The manhour and fee estimate assumes Projects B and C will be selected for design.

V3 shall not initiate Phase 3 of the project until directed to do so by the Village.

A. Additional Data Collection (if Required)

Dependant on the selected alternative(s), additional data collection may be required. A menu of possible data collection services that could be provided is presented below. The manhour and fee estimates provided assume that no additional data collection is required, with the exception of two pavement cores as required by Project B.

1. Survey

If the Village elects to perform roadway reconstruction throughout the neighborhood, then additional topographic survey of the right-of-way will be required. Furthermore, additional topographic survey may be required for the property(s) identified for stormwater and/or floodplain storage. The scope of these services is as described in Exhibit 2. The manhour estimate assumes this sub-task will not be required. If required, these services shall be provided as an Additional Service.

Deliverable: *If provided as an Additional Service, CAD-generated topographic survey oriented with north to the top or right. Survey will show general notes, north arrow, graphic scale, vicinity map, brief legal, and legend of all potential symbols. Scale will be as necessary to show all topographic information in a clear and legible manner or as requested by the Village.*

2. Wetland Delineation

If the selected alternative(s) includes project limits that are outside the area studied in the wetland delineation performed as Task 1.D, then additional wetland delineation services may be required (for example, if Park District lands are identified for potential storage areas for a selected alternative.) The scope of these services is as described in Exhibit 3. The manhour estimate assumes this sub-task will not be required. If required, these services shall be provided as an Additional Service.

Deliverable: *Wetland Delineation Technical Report as described in Exhibit 3, if provided as an Additional Service.*

3. Geotechnical Investigations

If the Village elects to perform roadway reconstruction throughout the neighborhood, then additional Soil Borings and Pavement Cores may be required in areas that were not investigated previously. Additional borings may also be required if the initial geotechnical investigation suggests more information is required to better define subsurface conditions. The exact number, depth, and location of borings and pavement cores to be provided under this sub-task are dependant on the alternative(s) selected.

The fee estimate assumes two pavement cores will required to facilitate conceptual design of Project B. If additional geotechnical investigations are required, these services shall be provided as an Additional Service.

Deliverable: *Boring logs, boring location map, soil profiles, and geotechnical report for two pavement cores.*

Proposed Scope of Services: Phase 3

4. Groundwater & Wetland Monitoring

If desired by the Village or if recommended in Task I.G, V3 shall monitor the groundwater and wetland water levels for one year in order to quantify the significance of groundwater interaction on the wetland and quantify how the interaction varies seasonally. V3 shall perform one year of groundwater and wetland water level monitoring. This will include the installation of an automatic recording staff gage in the wetland and automatic recording transducers in two of the monitoring wells. Data will be collected at 15 minute intervals for a period of one year. Data uploads will occur monthly and water quality will be collected from the wetland and wells during each upload event (pH, ORP, Conductivity, Temperature, Dissolved Oxygen). V3 will provide quarterly monitoring reports that illustrate the data collection efforts. A final report will be compiled after one year of monitoring that presents and interprets the data and provides conclusions on the hydrologic behavior of the wetland and whether impacts could be expected from proposed projects. V3 shall also provide recommendations to improve the hydrologic conditions of the wetland. It may be beneficial to partner with DuPage County on this effort, as the County owns the Wetland Bank and could benefit from the results of the study.

The monitoring will determine annual fluctuations of the water table and help quantify what portion of the water budget is dependent on groundwater. The monitoring data will also help predict how the groundwater conditions may change resulting from the proposed projects. It will also provide baseline "before" data with a one year record of water levels of the wetland and groundwater.

The manhour estimate assumes this sub-task will not be required. If required, these services shall be provided as an Additional Service.

***Deliverables:** Quarterly monitoring reports to illustrate monthly data collection, final report to present and interpret data and provide conclusions on hydrologic behavior of the wetland and whether impacts could be expected from proposed projects, and recommendations to improve hydrologic conditions of wetland, if provided as an Additional Service.*

5. Groundwater Modeling

If it is determined that groundwater is a significant component of the wetland water budget it may be necessary to model how the groundwater will respond to the proposed watershed improvement projects and determine whether there will be any wetland impacts.

V3 shall develop a groundwater model and develop scenarios to predict groundwater changes and impacts to the wetland so that proper mitigation solutions can be developed. The previous evaluation and monitoring tasks (tasks I.G and 3.A.4) are important components that help improve the reliability and predictability of the model.

The manhour estimate assumes this sub-task will not be required. If required, these services shall be provided as an Additional Service.

***Deliverables:** Summary of results and CD with groundwater models, if provided as an Additional Service.*

B. Wetland Mitigation Options

All alternatives are designed to minimize or eliminate impacts to the existing Wetland Bank and other existing wetlands. If minor impacts appear necessary for any alternative, those wetland or buffer impacts (to the existing Wetland Bank or other wetland areas) will be further assessed. V3 will also assess the riparian requirements for any proposed impacts to vegetated areas within the floodplain. V3 shall identify options to mitigate impacts. The manhour estimate associated with this Task assumes Projects B and C will be selected for design.

***Deliverable:** Written summary of potential impacts to wetland or riparian environments.*

Proposed Scope of Services: Phase 3

C. Conceptual (30%) Plans and EEOCC

V3 shall provide 30% design plans for the selected alternative(s). The plans will include the storm sewer improvements, roadway improvements including identification of utility conflicts and proposed storm sewer conveyance system, existing and proposed typical cross sections, proposed plan and profile drawings, proposed cross sections for widened or reconstructed roadways, necessary compensatory storage and/or stormwater detention storage, wetland mitigation design if necessary, and desired Park District features if necessary, as associated with each improvement. An Engineer's Estimated Opinion of Probable Construction Cost (EEOCC) will also be provided with the 30% plans. The manhour estimate associated with this Task assumes Projects B and C will be selected for design.

Deliverables: 30% Engineering Plans (one full size hard copy and one electronic (.pdf) copy) for selected alternative(s) and 30% EEOCC for selected alternative(s).

D. Project Management / Coordination and QAIQC

Provide general project management, including internal team meetings and preparation of monthly progress reports. Perform internal quality assurance/quality control on project deliverables for conformance to standard engineering practice and specific project design protocol and standards. The manhour estimate associated with this Task assumes Projects B and C will be selected for design.



Proposed Scope of Services: Phase 4

Scope of Services

Phase 4: Preliminary Engineering (60%)

In the Preliminary Engineering phase of this project, V3 shall further the design of the selected alternative(s) to reach the 60% engineering design level and prepare Preliminary Engineering plans accordingly. Specific services to be provided will vary dependant on which alternative(s) is selected for design. A menu of possible services that could be provided is presented below. The fee associated with these services will vary dependant on which alternative(s) are selected. The manhour estimate associated with this Phase assumes Projects B and C will be selected for design.

V3 shall not initiate Phase 4 of the project until directed to do so by the Village.

A. Preliminary Engineering Design Plans and EEOCC.

V3 shall provide 60% Preliminary Engineering design plans for the selected alternative(s). The plans will include the storm sewer improvements, roadway improvements, necessary compensatory storage and/or stormwater detention storage, wetland mitigation design if necessary, and desired Park District features if necessary, as associated with the selected improvement(s). V3's water resources engineers and civil engineers shall continue to work closely with V3's ecologists to ensure the proposed design will not result in negative impacts to the established wetland bank at Glendenning Road and 40th Street (or, shall develop appropriate Wetland Mitigation Plans, if minor impacts are proposed and determined to be permissible). An Engineer's Estimated Opinion of Probable Construction Cost (EEOCC) will also be provided with the 60% plans.

Plans will be developed with the Final Engineering plan set in mind. The number of sheets required will be dependant on the alternative(s) selected. The project may require as many as 42 plan and profile sheets alone, if projects A (relief sewer) and D (roadway replacement throughout neighborhood) are selected, plus a corresponding number of utility plan sheets, roadway cross section sheets and grading plans. Exhibit 4 provides a potential sheet layout map for plan and profile sheets, for reference. The manhour estimate associated with this Task assumes Projects B and C will be selected for design.

Deliverables: 60% Engineering Plans (one full size hard copy and one electronic (.pdf) copy) for selected alternative(s) and 60% EEOCC for selected alternative(s).

B. Stormwater and Floodplain Modeling and Compensatory Storage Analysis

Hydrologic and hydraulic modeling of the proposed conveyance system and proposed storage areas shall be provided to reflect the preliminary engineering design and ensure that the design meets Village, County and State regulations for any potential stormwater and floodplain impacts.

Compensatory storage calculations shall also be performed to ensure that the proposed project provides sufficient compensatory storage to mitigate for any proposed floodplain fill. It is anticipated that compensatory storage will also be required if a proposed project lowers the elevation of the floodplain area at the wetland bank (for example, through construction of the relief sewer) because the floodwaters currently stored in the wetland bank complex must be stored elsewhere; it is anticipated that passing these waters downstream without attenuation would result in impacts to downstream property owners, which regulations prohibit. (It should be noted that compensatory storage for Project B (relief sewer) is necessary to eliminate impacts to downstream property owners, but because the project will not result in fill placed in the floodplain, storage is likely not required at the 1.5:1 ratio of cutfill that is required for true floodplain fill. It may be possible to study the timing of hydrographs and downstream impacts and provide storage at a ratio of 1:1 or less, as long as downstream properties do not experience an increase in flows, velocity or elevations.)

Proposed Scope of Services: Phase 4

Based on our knowledge of the project areas, it is anticipated that XP-SWMM, TR-20 or HEC-1/HEC-HMS, and FEQ hydraulic modeling may be required. The modeling software used will be dependant on the alternative(s) selected for Preliminary Engineering Design.

The manhour estimate associated with this Task assumes Projects B and C will be selected for design.

Deliverable: Calculation summary tables and brief narrative to demonstrate conformance to Village, County and State regulations for stormwater management and floodplain impacts. CD of model input and output files.

C. Property Acquisition Execution Services

Should the Village decide to proceed with the acquisition of property for these projects through the Voluntary Buyout Program, V3 LSG can act as the Village's agent and facilitate those property transactions. V3 shall coordinate with Village staff and other elected officials to conduct general discussions about the Village's preference for properties in which to proceed. Based on the Village's intent, V3 will direct and manage the effort to develop an acquisition strategy that aligns itself with the Villages financing capability, and furthermore, perform the core function of such program. This would include acting as the Village's agent to facilitate property transactions as well as assisting the Village in creating a framework for potential real estate contracts including purchase terms and conditions that best protect the Village's interest while minimizing its downside risks. To the extent requested by the Village, V3 shall assist in overall purchase agreement negotiations with the property owner and representatives.

Due to the wide variability of possible scenarios that may result from such an endeavor, several considerations must be made as follows:

- These services involve acquisition only and does not include any involvement in an eminent domain procedure, should that become necessary.
- These services do not include the drafting of any purchase documents. These documents must be drafted by a licensed attorney and the associated fee for that service will be the responsibility of the Village of Downers Grove.
- No warranty is expressed or implied that V3 shall be successful in executing a land sales contract of any specific property for any specific value.

The manhour estimate associated with this Task assumes one property will be selected for acquisition through the Voluntary Buyout Program.

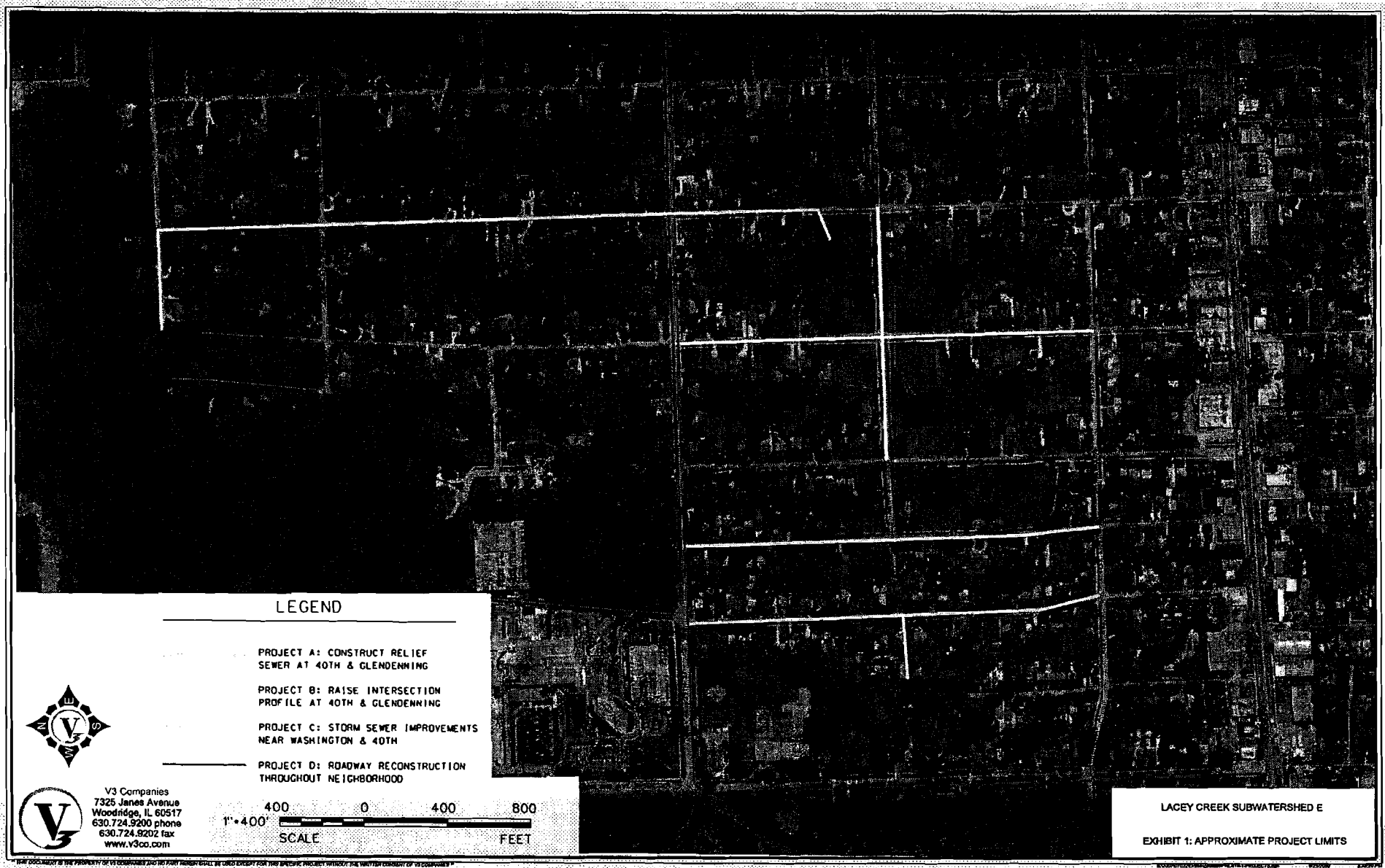
D. Regulatory Pre-Application Meetings

Depending on the alternative(s) selected, V3 shall attend a pre-application meeting with DuPage County and/or the U.S. Army Corps of Engineers (USACOE) to discuss the project and it's avoidance of (or impact to, if minor impacts are necessary) the existing Wetland Bank. Due to the proximity of the Downers Grove Wetland Bank to the projects proposed in Subbasin LA16, it is anticipated that coordination with DuPage County (owner of the Wetland Bank) will be required to demonstrate that the project does not impact the bank. The current design shown in the WIIP avoids direct and indirect wetland impacts. If the final design includes any impacts, the County may request that the project be permitted through the USACOE since they issued the original permit for the bank. Preliminary conversations with DuPage County during the week of June 22, 2009 suggested that DuPage County would likely maintain permit review authority should wetland permitting be required.

Deliverable: Meeting minutes.

E. Project Management / Coordination and QAI/QC

Provide general project management, including internal team meetings and preparation of monthly progress reports. Perform internal quality assurance/quality control on project deliverables for conformance to standard engineering practice and specific project design protocol and standards. The manhour estimate associated with this Task assumes Projects B and C will be selected for design.



LEGEND

PROJECT A: CONSTRUCT RELIEF SEWER AT 40TH & GLENDENNING

PROJECT B: RAISE INTERSECTION PROFILE AT 40TH & GLENDENNING

PROJECT C: STORM SEWER IMPROVEMENTS NEAR WASHINGTON & 40TH

PROJECT D: ROADWAY RECONSTRUCTION THROUGHOUT NEIGHBORHOOD



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LACEY CREEK SUBWATERSHED E

EXHIBIT 1: APPROXIMATE PROJECT LIMITS



Proposed Scope of Services: Exhibit 2, Survey

Detailed Scope of Services: Topographic Survey

Description of Survey Area

The following streets, roads or avenues north of Ogden Avenue which are to be topographically surveyed are described as follows:

For Concept Design (Task 1.C):

- Washington Street = 2,000 L.F.
- 40th Street = 1,500 L.F.
- Elm Street = 2,000 L.F.
- Glendenning Road = 2,000 L.F.
- Sterling Road = 3,500 L.F.
- 36th Street = 500 L.F.

- Total = approximately 11,500 L.F.

For Preliminary Engineering (Task 3.A.1), if Project D is selected:

- Douglas Road = 2,700 L.F.
- Sterling Road = 1,700 L.F.
- Glendenning Road = 700 L.F.
- Earlston Road = 2,700 L.F.
- Elm Street = 700 L.F.
- Washington Street = 700 L.F.
- Lindley Street = 1,400 L.F.
- Highland Avenue = 2,900 L.F.
- 40th Street = 2,600 L.F.
- 41st Street = 4,300 L.F.

- Total = approximately 20,400 L.F.

The area to be topographically surveyed (Survey Area) shall include the entire right-of-way of the aforementioned streets, roads or avenues.

Product

1. Survey will be a CAD-generated topographic survey oriented with north to the top or right.
2. Survey will show general notes, a north arrow, graphic scale, vicinity map, brief legal, and legend of all potential symbols.
3. Scale of survey will be as necessary to show all topographic information in a clear and legible manner or as requested by the CLIENT prior to commencement of survey work.
4. Upon completion of the topographic survey, V3 will deliver prints of the drawing to the CLIENT.

Proposed Scope of Services: Exhibit 2, Survey

Description of Services

A. Topography

1. Record a minimum of two permanent benchmarks at the site. Elevations will be referenced to a datum commonly used at the site. Typical datum's used are the National Geodetic Vertical Datum of 1929 (NGVD29), and the North American Vertical Datum of 1988 (NAVD88). If an assumed local or other datum is used, an equation relating said datum to NGVD, or NAVD may be indicated on the survey. Description of location and elevation of the source benchmark to which the topographic surveying and site benchmark's are tied to, will be indicated on the survey.
2. A contour survey with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
3. Spot elevations will be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
4. Pavement types such as concrete, asphaltic concrete, gravel, etc. will be indicated.
5. Existing improvements, such as mailboxes and signs shall also be located.
6. Individual parkway trees of 6" diameter or greater (callipered 4'± above the ground) will be located within one foot tolerance. Where groups of trees exist, the perimeter outline only of the tree grove will be shown.
7. Mean elevations of water in retention ponds, lakes, or streams will be shown as depicted at the time the survey field work was conducted.
8. Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area shall be shown.
9. Right-of-way line work shall be depicted if CLIENT provides this information from their GIS database.
10. Wetland flags, if flagged within right-of-ways, shall be located.
11. Wetland flags in the mitigation area located at 40th and Glendenning and 40th and Earlston Roads shall be located. Surveyor shall be provided a sketch showing the approximate shape, location and point range of each wetland before any field work is started. If V3 is delayed or if an additional trip is necessary to locate the wetland flags after the field survey work has been completed, it will be considered an Additional Service.

B. Utilities

The Topographic Survey will incorporate information on existing utility systems adjoining or contained within the Survey Area which are obtained from village/city departments or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design

Proposed Scope of Services: Exhibit 2, Survey

Stage/Planning Information Process and available for the Companies of Illinois use at the time of the survey. Records or Atlas information that is provided to V3 after completion of the survey shall be provided to the CLIENT or engineer.

Field markings by J.U.L.I.E. members, which are coordinated by others, shall be shown on the survey if present and practical at the time of survey.

The following list contains typical information provided for the specific utilities located which are above ground and visible at the time of the survey. Snow cover, earth or construction debris covering typically above ground structures may not be located.

1. Sanitary and Storm Sewers: Size, type and direction of pipes; rim and invert elevations. Location of manholes, inlets, catch basins, and end sections.
2. Water Mains: Size, type and direction of pipes, top of pipe elevations at valve vault locations, location of valves and hydrants.
3. Gas Mains: Location of valves and mains if marked in the field at the time of the survey.
4. Telephone, Electric, and Cable TV pedestals, and transformers.
5. Traffic and Street Light poles and cables if marked in the field at the time of the survey.
6. Visible evidence of field tiles or those marked in the field at the time of the survey.
7. Other utilities not listed above and occurring within the Survey Area will be shown in a similar manner.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. In areas where structures are not shown connected, V3 recommends that the CLIENT contract a specialist to perform a die test or other sub terrain exploratory test. If utilities need to be excavated and located, this will be considered an Additional Service.

Exclusions

The following (but not limited to) are NOT INCLUDED within the scope of this proposal.

1. Major roads such as Fairview Avenue, Ogden Avenue, Main Street and 39th Street.
2. Right-of-way line surveying services.
3. Road profile drafting.

*includes Wetland flag locating in the mitigation area located at 40th and Glendenning and 40th and Earlston Roads.

For Additional Services, V3 shall be paid a fee based on the actual hours expended by V3's employees engaged directly on the Project multiplied by V3's Billing Rates attached hereto.

Proposed Scope of Services: Exhibit 2, Survey

Miscellaneous Contractual Items

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal and anticipates completing said Concept Design Topographic Survey services within 6-8 weeks from the Notice-to-Proceed, weather permitting.

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal and anticipates completing said Preliminary Engineering Topographic Survey services within 7-10 weeks from the Notice-to-Proceed, weather permitting.



Proposed Scope of Services: Exhibit 3, Wetland Services

Detailed Scope of Services: Wetland Delineation & Assessment

1. **Site Tour and Evaluation (Bill Group W01).** A Senior Project Manager and Project Manager from V3 will visit the project in advance to evaluate potential concerns. The boundaries of the project will be confirmed and any access issues will be evaluated.
2. **Wetland Delineation (Bill Group W21).** A botanist, ecologist, and/or soil scientist from our Natural Resources Division will conduct a field investigation to locate and delineate wetlands in accordance with the *Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region*. The limits of delineated wetlands/Waters of the U.S. 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. Off-site wetlands/Waters of the U.S. within 100 feet of any of the four project boundaries will also be identified in accordance with the requirements of the Village of Downers Grove, a complete waiver community that has adopted the DuPage County Countywide Stormwater and Floodplain Ordinance (Ordinance). The limits of any on-site and off-site wetland/Waters of the U.S. will be located using a hand-help GPS unit.
3. **Wetland Assessment (W21).** Since wetlands are likely to be delineated within any of the four project boundaries, wetland assessment is required by the Village of Downers Grove and/or U.S. Army Corps of Engineers, Chicago District (ACOE). 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 and the U.S. Fish and Wildlife Service regarding information on threatened and endangered species. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland¹. Delineated wetlands will be rated as Regulatory or Critical in accordance with the Village of Downers Grove 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.
4. **Wetland Delineation Technical Report (W21).** 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 within any of the four potential projects will be shown on a recent, large-scale aerial photo exhibit. ACOE and Village of Downers Grove 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 Village of Downers Grove and/or ACOE.
5. **Village of Downers Grove Field Verification and U.S. Army Corps of Engineers Jurisdictional Determination Request (W21D).** The Village of Downers Grove will require a field verification of all delineated wetlands before acceptance of any development plans for a project. V3 will coordinate and attend this verification with the appropriate Village personnel. If required, V3 will also prepare and submit a wetland jurisdictional determination request to the ACOE. The jurisdictional determination request requires a full wetland delineation technical report, so this may not be made until the report is available.

¹ December 2, 2008, USEPA and Department of the Army Joint Memorandum, Clean Water Act Jurisdiction Following the U. S. Supreme Court Decision in *Rapanos v. United States* and *Carabell v. United States*.

Proposed Scope of Services: Exhibit 3, Wetland Services

Detailed Scope of Services: Review Potential Impacts to Wetland

6. **Review Potential Impacts to Wetland (W26).** Any impacts proposed to existing wetland or wetland buffer will be assessed. Permitting will ultimately be required through the Village of Downers Grove in the Tab 4 Wetland Permitting Submittal. V3 will also assess the Riparian requirements for any proposed impacts to vegetated areas within the floodplain. V3 will serve as CLIENT's representative for the project on wetland, wetland buffer, and riparian issues and provide professional permitting consultation and advice.

Detailed Scope of Services: Wetland Meetings and Project Coordination

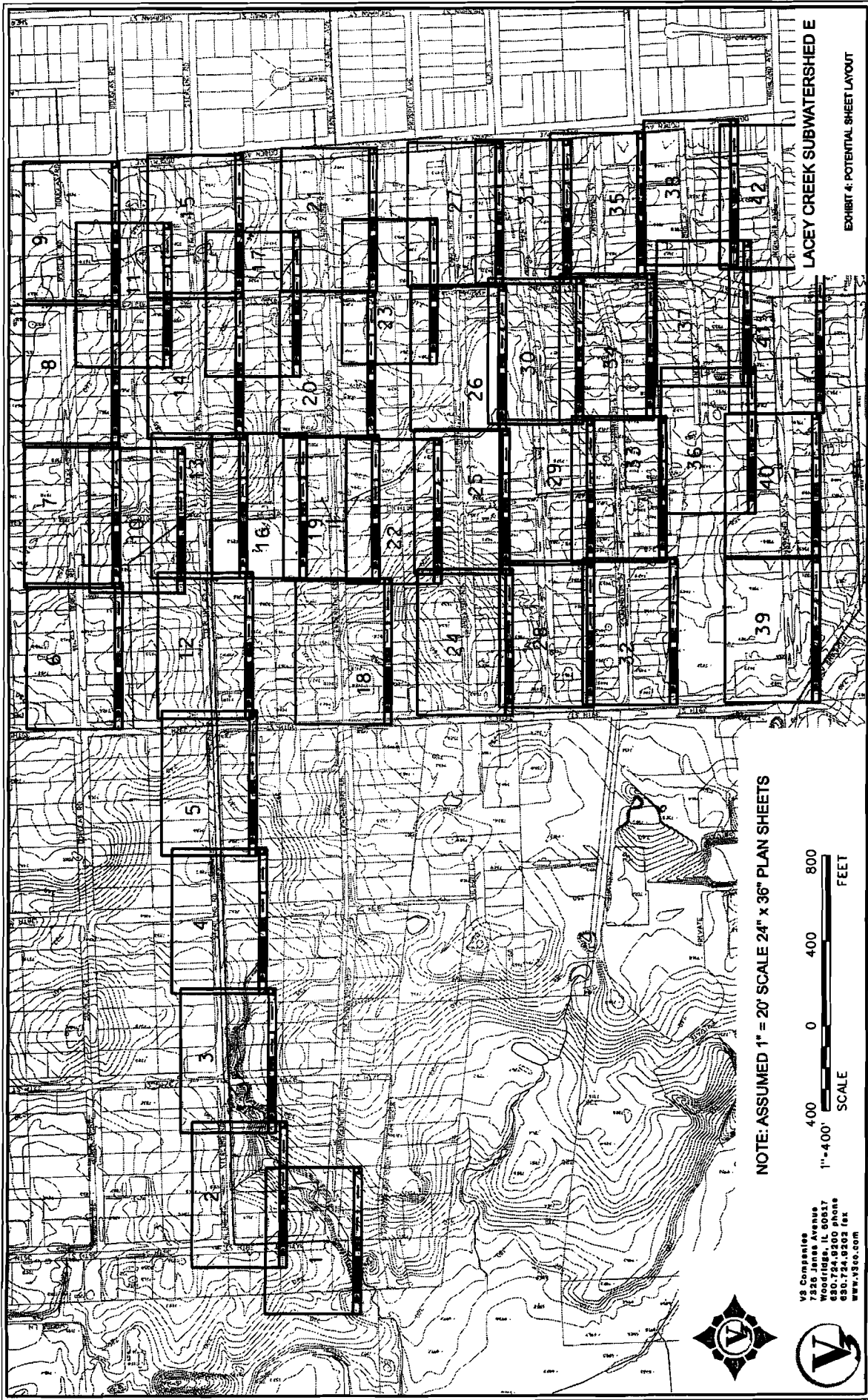
7. **Wetland Meetings and Project Coordination (W30).** V3 is available to attend any meetings with the CLIENT, project engineer, Village of Downers Grove, ACOE, project contractors, and/or other agency personnel, as required. We also are available to attend one pre-application meeting with the Village of Downers Grove, if required. This task includes project meetings and minimal project coordination not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the scope of the response needed cannot be determined in advance, this service is provided on an hourly-fee basis. If the additional service requested appears to be substantial, it may be provided as the subject of a separate agreement. Work completed under this task is not included in other fees and is billed on an hourly basis.

For Additional Services of V3's principals and employees engaged directly on the Project, including additional meetings, a fee based on the actual hours expended multiplied by the appropriate employee billing rate as set forth on V3's Billing Rate Schedule.

Excluded Services

The following services are excluded from the current scope of services, but can be provided at an additional cost under a separate agreement. These services may be necessary if a permit from the US Army Corps of Engineers or Village of Downers Grove is required.

- Professional Survey of Wetland/Waters of the U.S. (included in Survey scope of services)
- Wetland Mitigation or Best Management Practices Design or Coordination



V8 Consulting
 7325 Janna Avenue
 Woodridge, IL 60517
 630.734.8300 phone
 630.734.8303 fax
 www.v8co.com



NOTE: ASSUMED 1" = 20' SCALE 24" x 36" PLAN SHEETS



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LACEY CREEK SUBWATERSHED E
 EXHIBIT 4: POTENTIAL SHEET LAYOUT

Exhibit B

**Manhour and Fee Estimate Summary, Lacey Creek Subwatershed E Projects, Village of Downers Grove
(Assumes Projects B + C Selected for Phases 3 + 4)
V3 Companies, July 15, 2009**

Task ID	Task	Manhours	Avg. Hourly Billing Rate	Labor Cost	Direct Costs (Geotech)	Total Cost
Task 1: Data Collection						
A	Kickoff Meeting	12	\$109	\$1,308		\$1,308
B	Data Review and Field Reconnaissance	24	\$94	\$2,244		\$2,244
C	Topographic Survey	385	\$87	\$33,572		\$33,572
D	Wetland Assessment and Delineation					\$0
a+b	Wetland Bank Area for projects A and B	86	\$90	\$7,722		\$7,722
c	Right of Way for project C	65	\$91	\$5,927		\$5,927
E	Park District Coordination	4	\$114	\$456		\$456
F	Geotechnical Soil Borings	0		\$0	\$3,750	\$3,750
G	Groundwater and Wetland Investigations	100	\$100	\$10,000	\$6,500	\$16,500
H	Project Mgmt/Coordination and QA/QC	4	\$114	\$456		\$456
Task 2: Evaluation of Alternatives						
						\$0
A	Review WIIP and Develop Additional Alternatives	12	\$97	\$1,160		\$1,160
B	Develop Roadway Alternatives	30	\$78	\$2,350		\$2,350
C	Develop Buyout Alternative	9	\$91	\$818		\$818
1	Voluntary Buyout Program Research (hours shown are per property)	20	\$99	\$1,984		\$1,984
2	Voluntary Buyout Program Valuation (hours shown are per property)	20	\$95	\$1,906		\$1,906
D	Stormwater / Floodplain Calculations					\$0
a	Project A: Relief Sewer at 40th & Glendenning (update existing modeling)	13	\$85	\$1,110		\$1,110
b	Project B: Raise Intersection Profile (update existing modeling)	17	\$83	\$1,410		\$1,410
c	Project C: Storm Sewer Improvements near Wash. & 40th (update ex. modeling)	13	\$85	\$1,110		\$1,110
d	Project D: Roadway Reconstruction throughout Neighborhood (new modeling)	72	\$80	\$5,788		\$5,788
e	Project E: Buyout Repetitive Loss Structures, Add Storage (new modeling)	13	\$85	\$1,110		\$1,110
f	Project F: Additional Alternatives (new modeling)	17	\$82	\$1,402		\$1,402
E	Identify Locations for Storage	18	\$84	\$1,516		\$1,516
1	Voluntary Buyout Program Research (hours shown are per property)	20	\$99	\$1,984		\$1,984
2	Voluntary Buyout Program Valuation (hours shown are per property)	20	\$95	\$1,906		\$1,906
F	Review Potential Impact to Wetland	12	\$102	\$1,228		\$1,228
G	Conceptual Exhibits and EEOCC					\$0
a	Project A: Relief Sewer at 40th & Glendenning	9	\$78	\$698		\$698
b	Project B: Raise Intersection Profile	26	\$78	\$2,023		\$2,023
c	Project C: Storm Sewer Improvements near Washington & 40th	14	\$80	\$1,123		\$1,123
d	Project D: Roadway Reconstruction throughout Neighborhood	50	\$73	\$3,647		\$3,647
e	Project E: Buyout Repetitive Loss Structures and Create Storage	9	\$78	\$698		\$698
f	Project F: Additional Alternatives	9	\$78	\$698		\$698
H	Permit Requirements	10	\$102	\$1,018		\$1,018
I	Summary Report	36	\$98	\$3,520		\$3,520
J	Meeting with Village	16	\$107	\$1,704		\$1,704
K	Resident Outreach / Workshop	28	\$100	\$2,804		\$2,804
L	Selection of Preferred Alt(s) (Meeting)	12	\$100	\$1,204		\$1,204
M	Project Mgmt/Coordination and QA/QC	40	\$121	\$4,840		\$4,840

**Manhour and Fee Estimate Summary, Lacey Creek Subwatershed E Projects, Village of Downers Grove
 (Assumes Projects B + C Selected for Phases 3 + 4)
 V3 Companies, July 15, 2009**

Task ID	Task	Manhours	Avg. Hourly Billing Rate	Labor Cost	Direct Costs (Geotech)	Total Cost
Task 3: Conceptual Engineering (30%), assuming Projects B & C selected for design						\$0
A	Additional Data Collection (if required)					\$0
1	Survey	0				\$0
2	Wetland Delineation	0				\$0
3	Geotechnical Investigations (fee shown for two pavement cores at intersection; additional cores may be required)	0			\$2,200	\$2,200
B	Wetland Mitigation Options	50	\$95	\$4,730		\$4,730
C	Conceptual (30%) Plans and EEOPCC	183	\$79	\$14,463		\$14,463
D	Project Mgmt/Coordination and QA/QC	52	\$124	\$6,440		\$6,440
Task 4: Preliminary (60%) Engineering, assuming Projects B & C selected for design						\$0
A	Preliminary Engineering Design Plans and EEOPCC	165	\$81	\$13,353		\$13,353
B	Stormwater Modeling and Compensatory Storage Analysis (Includes FEQ Modeling)	124	\$90	\$11,160		\$11,160
C	Property Acquisition Execution Services (hours shown are per property)	76	\$106	\$8,054		\$8,054
D	Regulatory Pre-Application Meetings	32	\$101	\$3,232		\$3,232
E	Project Mgmt/Coordination and QA/QC	78	\$124	\$9,634		\$9,634
Totals						
Labor Totals		2005	\$92	\$183,510		
Direct Costs					\$14,950	

Notes and Assumptions:

Hourly Billing Rates use a 2.8 Multiplier

Direct costs include Geotechnical subconsultant plus fees for printing, travel, postage, messenger service, etc.

Manhours shown for Voluntary Buyout Program Research and Valuation are shown for one property. Additional fee may be required, dependant on the number of properties that participate in the program.

Manhours shown assume pavement patching will be performed to restore street along the alignment of storm sewer improvements near Washington & 40th. If desired, streets along the storm sewer alignments can be fully reconstructed with a rural, modified rural, or urban cross section. Roadway design for these improvements shall be performed as an Additional Service.

Detailed breakdown of Survey hours shown on following page. Manhours shown reflect survey of Project B and C rights-of-way only. Additional manhours may be required if the selected alternative(s) include regrading outside of the right-of-way (such as within Park District property, wetland bank, or property purchased through the Voluntary Buyout Program). Additional survey shall be performed at a rate of \$1494 per field day for a one-man crew or \$2023 per field day for a two-man crew. Preparation and post-survey CADD work are included in the daily rate.

Wetland delineation hours shown reflect delineation in the wetland bank and within the right of way for Projects B and C. Additional manhours may be required if the selected alternative(s) include regrading outside of the right-of-way (such as within Park District property or property purchased through the Voluntary Buyout Program.)

Exhibit C 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.

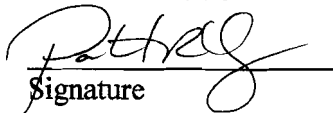
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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.

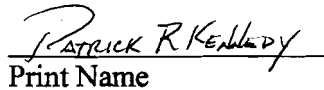
By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

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



Signature



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-041**

Project Description **Watershed Improvements, Lacey, Sub E**

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			200,000		
Land Acquisition										-
Infrastructure	x								34,300,000	34,300,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				200,000	-	-	-	-	37,053,000	37,253,000
Funding Source(s)										
243-Stormwater Fund	▼			200,000					37,053,000	37,253,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES				200,000	-	-	-	-	37,053,000	37,253,000

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	74	Project Manager:	Michael D. Millette
Priority Status:	High	Program:	347	Department:	Public Works	

**SUBWATERSHED LA-E
PROBLEMS AND ALTERNATIVES**

PROBLEMS:

- Depressional Areas
- Restrictive Storm Sewers
- Unsewered Areas
- Private Property Grading Issues
- Debris/Maintenance Issues

ALTERNATIVES:

- Maintenance
- MORE

TOTAL COST:

\$48,060,000 - \$53,880,000

Note: See exhibits in Appendix A of Chapter 2 for additional details.

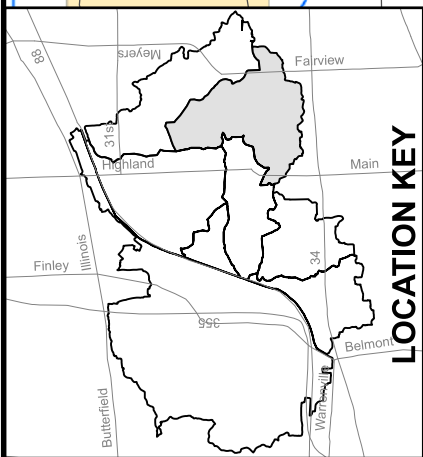
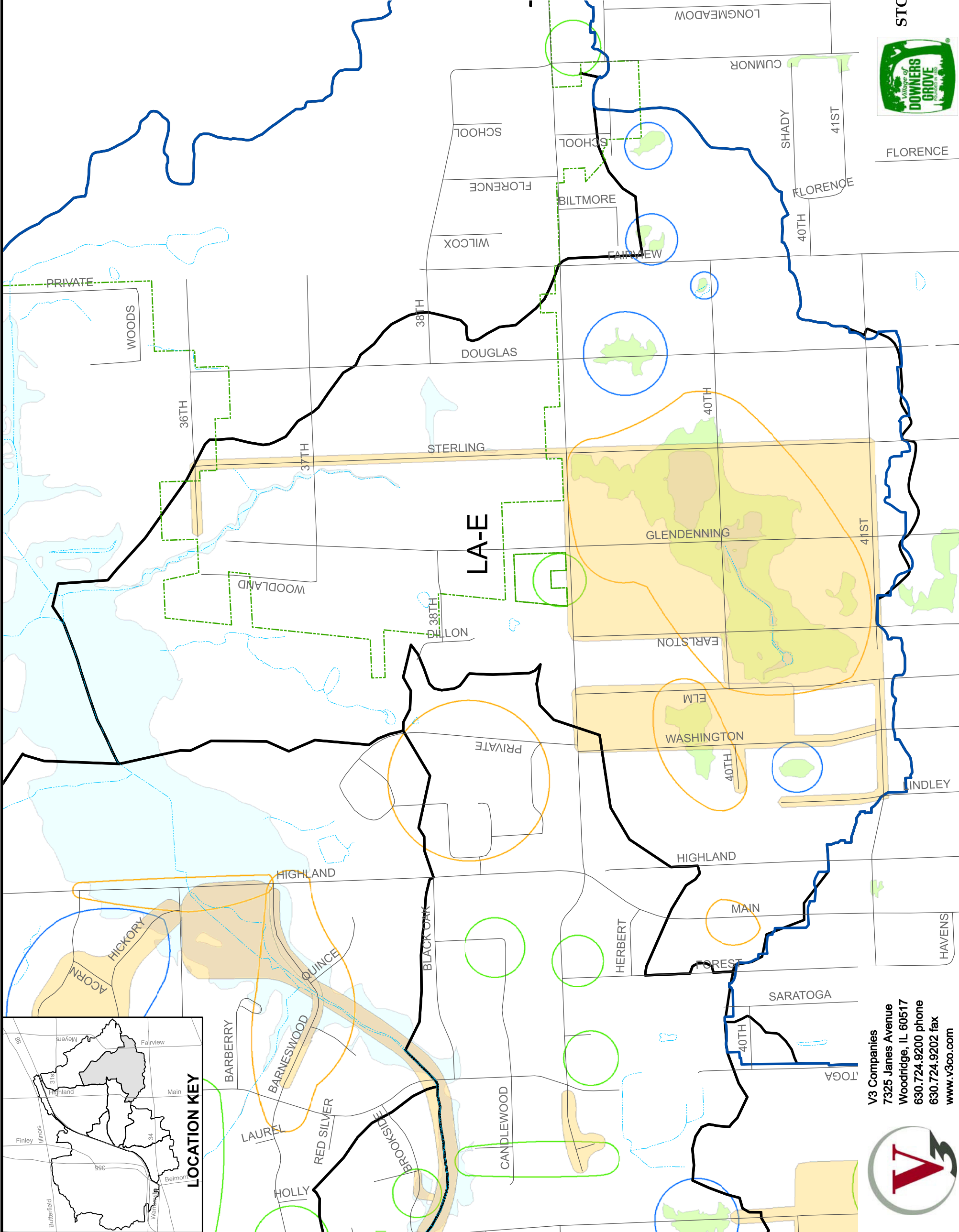


Legend

- Lacey Creek Watershed Boundary
- Village Boundary
- Subwatershed Boundary
- 100-Year Floodplain
- Depressional Storage Area
- Proposed Alternatives

Problem Areas

- Critical
- Chronic
- Nuisance



**STORMWATER INFRASTRUCTURE
IMPROVEMENT PLAN
LACEY CREEK WATERSHED**

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