

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
11/22/2016

SUBJECT:	SUBMITTED BY:
Award of Contracts for Localized Poor Drainage Area Analyses	Nan Newlon Director of Public Works

SYNOPSIS

Resolutions have been prepared requesting authorization to execute contracts to the following firms to provide engineering studies of localized poor drainage areas within each of the Village's watersheds for a total cost of \$212,914.90. The costs by firm are broken out below:

Christopher B. Burke Engineering, Ltd.	\$72,160.00
Engineering Resource Associates, Inc.	\$41,275.30
Clark Dietz, Inc.	\$39,600.00
V3 Companies of Illinois, Ltd.	\$59,879.60
Each contract includes a specified, not-to-exceed amount, plus a 10% contingency.	

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY16 Budget and FY17 Proposed Budget provides a total of \$700,000 in the Stormwater Fund (Page 4-29, line 17 and Page 4-21, line 1, respectively) for these contracts.

RECOMMENDATION

Approval on the November 22, 2016 consent agenda.

BACKGROUND

In 2007, the Village contracted with the above four engineering firms to study the four watersheds within Downers Grove: St. Joseph Creek North, St. Joseph Creek South, Lacey Creek and Prentiss Creek. The four watersheds are shown on the attached map. One component of these studies was to determine the level of flooding within Localized Poor Drainage Areas (LPDAs). An LPDA is defined as a depressional area that contains water from runoff at depths in excess of one (1) foot, and that have a tributary area of at least three (3) acres. LPDAs are regulated by the Village in a similar manner as floodplains with respect to structures that can be constructed within them.

Downers Grove has striven to provide accurate flooding and drainage information to property owners and developers and the current information is in need of updating for two reasons:

- First, more accurate data will be used to determine their boundaries and high water levels. The current determinations were established using primarily County, two-foot (2') topographic maps and GIS data. Staff is proposing to supplement this data with more accurate field data.
- Secondly, there have been significant changes in the Village in the past 10 years that impact LPDAs. These changes include redevelopment of private properties as well as the construction of numerous stormwater and cost-share projects in each of the watersheds.

Staff recommends updating the existing studies that were completed for each watershed utilizing the services of the consulting firms that completed the original hydrologic and hydraulic models in their respective watersheds.

ATTACHMENTS

Resolutions

Agreements

Watershed Exhibit

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND ENGINEERING RESOURCE ASSOCIATES, INC.**

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

1. That the form and substance of a certain Agreement (the "Agreement"), plus a ten percent (10%) contingency, between the Village of Downers Grove (the "Village") and Engineering Resource Associates, Inc. (the "Consultant"), for engineering consulting services to update the base flood elevations (BFEs) for localized poor drainage areas (LPDAs) in the St. Joseph Creek South watershed, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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

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

Mayor

Passed:

Attest: _____

Village Clerk

AGREEMENT

This Agreement is made this 11 day of November 2016 by and between Engineering Resource Associates, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, in 2007 Consultant provided services to the Village to determine base flood elevations (BFEs) for localized poor drainage areas (LPDAs) in the St. Joseph Creek South watershed as part of the Watershed Infrastructure Improvement Project; and

WHEREAS, the LPDA BFEs within the St. Joseph Creek South watershed need to be reviewed and updated, including documenting the assumptions and calculations associated with the derivation of each BFE, and the Village wishes to retain the services of the Consultant to do so; and

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

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

I. Scope of Services

See attached Proposal dated November 8, 2016 attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be until May 31, 2017 or until the services as set forth in Exhibit B have been completed, whichever shall occur first.

III. Compensation

A. Basic Fees:

Fees for these services shall not exceed Thirty-Five Thousand Two Hundred Twenty-seven Dollars and no cents (\$37,523.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

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 Agreement, 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 Agreement 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 Agreement, 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 written sexual harassment policy 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 (1) 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 of a criminal drug statute conviction 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. Non-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 Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

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

G. 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.

H. Cooperation with FOIA Compliance

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in

its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

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

V. Insurance and Indemnification of the Village

A. Insurance

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 which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

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;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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;

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.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

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.

B. 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 under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Miscellaneous Provisions

A. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, 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 termination. 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 termination.

B. 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.

C. 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.

D. 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.

E. Amendment

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

F. 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.

G. 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**

Engineering Resource Associates, Inc.
38701 West Avenue
Suite 150

Warrenville, IL 60555

H. Village Ordinances

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

I. Use of Village's Name

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

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

Engineering Resource Associates, Inc.

By: [Signature]

Title: PRINCIPAL

Date: 11/11/16

Village of Downers Grove

By: _____

Title: _____

Date: _____

Exhibit A Campaign Disclosure Certificate

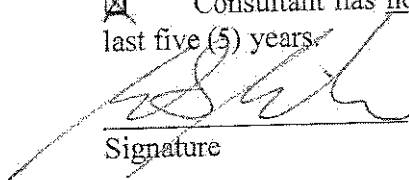
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 this Agreement, Consultant 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:

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


Signature

MARTY MICHALISKO
Print Name

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

Print the following information:

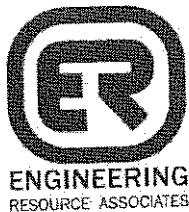
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



ENGINEERS | SCIENTISTS | SURVEYORS

Sent via email to kbehr@eraconsultants.com

November 8, 2016

Mrs. Kerry Behr, PE
Stormwater Administrator
Village of Downers Grove
825 Burlington Ave
Downers Grove, IL 60515

**Subject: Proposal for Professional Engineering Design Services
St. Joseph South Localized Poor Drainage Areas (LPDA)
Base Flood Elevation (BFE) determinations**

Dear Kerry:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal to provide design services for the determination of Localized Poor Depressional Area's base flood elevations in the St. Joseph South subwatersheds within the Village of Downers Grove municipal boundary. This proposal has been prepared in accordance with the request for proposal. ERA is a licensed engineering firm currently serving the State of Illinois, Indiana and Wisconsin.

We greatly appreciate the opportunity to provide this proposal and we look forward to working with the Village of Downers Grove on this important project. Please contact me at (630)393-3060 or mmichalisko@eraconsultants.com if you have any questions or comments.

Project Understanding

The Village of Downers Grove is updating the base flood elevations in their regulated Localized Poor Depressional Areas. A proposal was requested from Engineering Resource Associates, Inc. to update the LPDA's found within the previously delineated St. Joseph Creek South subwatersheds (and area of approximately 1,000 acres). A list of existing LPDA's within this area are in the table below:

LPDA #	LOCATION	EXISTING H&H MODEL
SJS44	Southwest corner of Hillcrest Rd. & George St.	XPSWMM
SJS51	West side of Blanchard St. and Dunham Rd. intersection	TR-20
SJS57	East side of 61st St. and Dunham Rd. intersection	TR-20
SJS58	Northwest corner of Middaugh Ave. & Jefferson Ave.	TR-20
SJS64	Southwest corner of Brookbank Rd. & 60th Pl.	XPSWMM
SJS85	Southwest corner of 55th St and Webster St.	XPSWMM

WARRENVILLE

3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Gaien Drive
Champaign, IL 61821
P 217.351.6268

Village of Downers Grove

SJS87	Northwest corner of 55th St and Webster St.	XPSWMM
SJS88	Northeast corner of 59th St. and Main St.	XPSWMM
SJS89	Southwest corner of 55th St and Webster St.	XPSWMM
SJS91	Southwest corner of Summit St and Washington St.	XPSWMM
SJS95	Northeast corner of Washington St. and Kenyon St.	XPSWMM
SJS102	Southeast of 55th St. and Lyman St.	XPSWMM
SJS114	Southeast of Blodgett Ave. and Summit St.	TR-20
SJS115	West of Bunning Dr. and Grand Ave.	XPSWMM
SJS116	Southwest corner of 59th St. and Grand Ave.	TR-20
SJS118	South side of Fairview Ave. and Maple Ave.	XPSWMM
SJS121	All corners of Cuminor Rd. and 2nd St.	XPSWMM
SJS123	On Intersection of Burlington Ave. and Cuminor	XPSWMM
SJS124	West of 8th St and Cuminor Rd.	XPSWMM
SJS125	Southeast of 8th St. and Cuminor Rd.	XPSWMM
SJS128	Southeast of Victor St. and 4th St.	XPSWMM
SJS184	Northeast corner of Fairview Ave. and 7th St.	XPSWMM
SJS187	South of 55th St in between Lyman & Washington St.	XPSWMM
SJS188	Southeast corner of 59th St. and Main St.	XPSWMM
SJS189	Southeast corner of 60th St. and Grand Ave.	TR-20

Scope of Services

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

1. *Data Gathering* – Obtain information related to the project which includes: topographical maps, storm sewer atlas, parcel information, engineering plans, site as-built(s), local drainage studies, GIS, capital improvement project plans/as-builts, etc.
2. *Identify LPDA's* – Utilize GIS technologies to identify and confirm all LPDAs in St. Joseph Creek South Subwatersheds. Verify location, volume, overland flow path(s), primary outlet location and type, tributary area and land cover characteristics.
3. *Survey and Site Visits* – Conduct site visits to all identified LPDA's. Survey critical components necessary to establishing defensible BFEs (e.g. storm sewer inverts/size, overland path elevations/size, identify overflow path obstructions). Approximately 20 hours for a one-person crew has been designated to survey the volume of approximately half of the LPDA's identified.
4. *Update XP-SWMM Models* – Update 20 existing LPDAs in XP-SWMM with update hydrology and hydraulics to establish 10- and 100-year base flood elevations.
5. *Create XP-SWMM Models* – Create in XPSWMM six existing LPDA's previously modeled in TR-20 and any additional LPDA's identified from task 2.
6. *Convert XPSWMM Models to EPASWMM* – Convert the final XP-SWMM models into the non-proprietary, free, and government maintained EPASWMM software program. This will provide accessibility to the



Village of Downers Grove

hydrologic and hydraulic modeling without needing the proprietary XP-SWMM software program or viewer. These models can then be distributed for use by stakeholders like Village staff, engineering consultants, permit applicants, etc.

7. *LPDA Fact Sheets for Stakeholders (Deliverable)* – Provide standalone Fact Sheets for each LPDA summarizing all the pertinent information pertaining to that LPDA. Include EPASWMM electronic hydrologic and hydraulic files:
 - SWMM components and Calculations Sheets; such as,
 - Tributary areas
 - CN calculations
 - Tc calculations
 - Depressional volume calculations
 - Outlet information
 - Results
 - 10-yr BFE
 - 100-yr BFE
8. *Internal Documentation (Deliverable)* – Internal report for Downers Grove providing background information, exhibits/maps, summarizing changes from previous LPDA's BFEs, GIS components, calculation sheets and all electronic H&H models (XP-SWMM and EPASWMM). Including exhibit(s) with the following information:
 - 10 and 100 year BFE limits for each LPDA
 - Structures impacted by determined BFEs
 - New structures impacted by determined BFEs
 - Overland outlet location(s)
 - Critical overland flow paths within St. Joseph Creek South Subwatersheds

Schedule

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts and freight embargoes.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee.

- Floodplain/Floodway Modeling
- Wetland Services
- Construction Layout
- Design of Offsite Utilities or Roadways



Village of Downers Grove

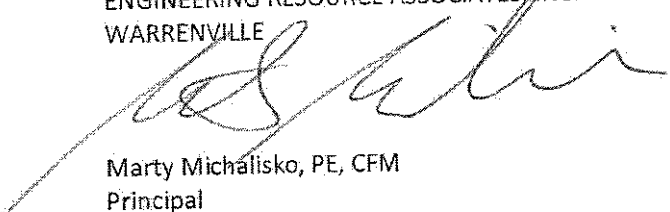
- Electric, Gas, Telephone, Cable Service Design
- Mechanical/Electrical Design
- Site Landscaping Design
- Structural Engineering
- Geotechnical Engineering
- Plats of Survey / Boundary Measurement / Topographical Measurement
- Meetings, Other Than Described in Scope of Services
- Engineering Design Services

Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached hours and fee (Exhibit 2). Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

If you have any questions, please contact Marty Michalisko at 630-393-3060 x23 or mmichalisko@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Marty Michalisko, PE, CFM
Principal

Attachments/Enclosure



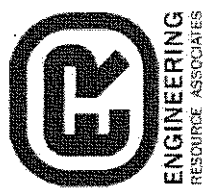


Exhibit 2

Village of Downers Grove.
St. Joseph South Subwatersheds' LPDA BFE Determinations

Prepared By
 Engineering Resource Associates, Inc.
 Thursday, November 10, 2016

TASKS	PM	PE	PLS	GIS HOURS	TOTAL HOURS	%OF HRS	TOTAL COST
	\$ 154.00	\$ 120.40	\$ 114.80	\$ 70.00			
Scope of Services							
1. Meetings/Coordination	2	8		4	14	4.5%	\$1,551
2. Data Gathering	1	4		20	25	8.1%	\$2,036
3. Identify LPDA's	1	2		12	15	4.8%	\$1,235
4. Field Survey and Site Visits	1	4	32	4	41	13.2%	\$4,589
5. Update XPSWMM Models	2	40		40	82	26.5%	\$7,924
6. Create XPSWMM Models	2	32		20	54	17.4%	\$5,561
7. Convert XPSWMM Models to EPASWMM	1	4		8	13	4.2%	\$1,196
8. LPDA Fact Sheets for Public	2	32		32	66	21.3%	\$6,401
9. Village Report and Exhibits	2	32		36	70	22.6%	\$6,681
Project Totals	14	158	32	176	310		
	4.5%	51.0%	10.3%	56.8%	100.0%		
	SUBTOTAL:						\$37,173

Direct Costs (0% Markup)

Printing	\$250
Mileage	\$100
SUBTOTAL:	\$350

TOTAL: \$ 37,523

