

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**5/16/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Engineering Services for Stormwater Local Drainage Project #14 Jefferson & Middaugh	Nan Newlon Director of Public Works

**SYNOPSIS**

A resolution has been prepared authorizing execution of a contract for engineering and survey services to Engineering Resource Associates, Inc., of Warrenville, Illinois in the amount of \$17,950 for engineering services for stormwater local drainage project #14, Jefferson and Middaugh (SW-080).

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY17 Budget includes \$20,000 in the Stormwater Fund (Page 4-21, Line 18) for this project.

**RECOMMENDATION**

Approval on the May 16, 2017 consent agenda.

**BACKGROUND**

The area located north of Jefferson and west of Middaugh contains a depressional area and was identified in the Village's 2014 Stormwater Project Analysis as lacking "Service Level Drainage". A project location map is attached. Runoff from offsite areas drains to an existing depressional area that lacks an adequate outlet. During large storm events flooding of streets and buildings occur. To address these issues the Village contracted with Engineering Resource Associates to perform preliminary engineering services in January 2016. A meeting was held with area property owners in March 2017 and input from the meeting was used to finalize the scope of the project.

Staff recommends award of this contract to Engineering Resource Associates, Inc. to complete final engineering design and construction documents based upon their knowledge of the project area. Their fee for this work is commensurate with industry standards.

**ATTACHMENTS**

Resolution  
Agreement  
Location Map

## 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"), between the Village of Downers Grove (the "Village") and Engineering Resource Associates, Inc. (the "Consultant"), to provide civil engineering and land surveying services for LPDA SJ56/58 (Jefferson and Middaugh - SW-080), 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 2<sup>nd</sup> day of May 2017, 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, the Village wishes to retain the services of the Consultant to provide civil engineering and land surveying services for LPDA SJ56/58; 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 April 13, 2017 attached hereto and incorporated herein by reference as Exhibit B.

### **II. Term of Agreement**

The term of this Agreement shall be until August 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 Seventeen Thousand Nine Hundred Fifty Dollars and no cents (\$17,950.00). 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.  
3S701 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: 

Title: PROJECT MANAGER

Date: 4/21/17

**Village of Downers Grove**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Campaign Disclosure Certificate**

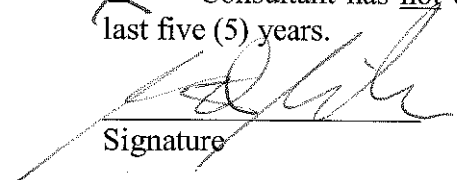
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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



**ENGINEERING**  
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

April 13, 2017

Kerry Behr  
Stormwater Administrator  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

**SUBJECT: Phase II Engineering Services  
LPDA SJ56/58 Drainage Improvements  
Downers Grove, Illinois**

Dear Ms. Behr:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for civil engineering services for the LPDA SJ56/58 Drainage Improvements within the Village of Downers Grove, DuPage County, Illinois. This proposal is based upon your request for proposal, our Phase I work on the site, and our experience on similar projects.

### ***Project Understanding***

The Village of Downers Grove experiences flooding in LPDAs SJ56 & 58 located within or adjacent to the residential block defined by Jefferson Avenue to the south, Middaugh Street to the east, Blanchard Street to the north, and Dunham Road to the west. In response to the flooding the Village performed a drainage study that identified several improvements that would reduce flood depths and frequencies. These include storm sewer improvements along Middaugh Road from approximately 5731 Middaugh to Blanchard Road (approximately 500-feet), sewer improvements along Blanchard Road from 450-feet west of Middaugh to 225-feet east of Middaugh Street (approximately 675-feet), and through side yards from 5731 Middaugh to the eastern portion of the St. Paul property (approximately 225-feet). The total length of proposed sewer is approximately 1,400-feet. The Village now desires to retain ERA to perform final engineering for the recommended storm sewer improvements. This may include some minor regrading on the church property to create a more defined low area. Based upon this understanding of the project, ERA has provided a detailed scope of services to complete final engineering construction documents.

### ***Scope of Services***

ERA will provide civil engineering and land surveying services for the project in accordance with the following work plan:

#### **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 Galen Drive  
Champaign, IL 61821  
P 217.351.6268

1. **Meetings & Coordination** – This task includes one (1) meeting with the Village and private property representatives. It is anticipated that the meeting will be used to discuss the 90% design and costs. This task includes general email and phone coordination.
2. **Data Collection** - This task includes the acquisition of data available from various sources to aid in the inventory and delineation of existing conditions. The following items will be obtained:
  - Aerial Photography
  - Utility Atlases (Storm, Sanitary, Water) from Village
  - Public Utility Atlases (Gas, Electric, Telephone, Cable T.V.)
  - Previous Studies, Plans and Reports
  - Previous Surveys and Contour Mapping
  - Hydrologic/Hydraulic Modeling performed by consultant
  - Tax Mapping
  - Standard Contract Documents and Design Details from Village
3. **Supplemental Topographic Survey** – ERA has completed a significant amount of survey in the proposed improvement corridor. It is our understanding that WBK performed detailed survey in the areas not performed by ERA. ERA will verify that field conditions continue to match the existing surveys and will perform a supplemental survey for areas that need to be verified or that have changed. Additional survey is anticipated on Middaugh Street from the intersection with Blanchard Street north a distance of approximately 400-feet.
4. **Base Plans** – ERA will combine the ERA, WBK, and supplemental survey to complete a set of base plans for the proposed improvements.
5. **Plans, Specifications and Estimates (PS&E)** - ERA will prepare final contract plans and specifications for the sewer improvements. Plans and specifications will be prepared in Village of Downers Grove standard formats. It is anticipated that the plans will consist of the following sheets:
  - General Notes and Typical Sections
  - Summary and Schedules of Quantities
  - Maintenance of Traffic/Staging Plans
  - Plan & Profile Sheets
  - Soil & Erosion Control Plans
  - Construction Details

The specifications will reference IDOT Specifications, the Standard Specifications for Water and Sewer Main Construction in Illinois and the Illinois Manual on Uniform Traffic Control Devices. Bid Documents and unit price bid item quantities will be included.



Contract Documents will utilize Village bid forms, instruction to bidders, contract forms, bonding and insurance requirements and, where applicable, state and federal compliance requirements.

This task also includes the preparation of a final engineer's opinion of probable construction cost for the proposed improvements. Plans, specifications and estimates will be submitted for review and approval at the 90% and 100% stages of completion.

6. **Final Design Hydraulic Modeling** – Using the XPSWMM model performed in Phase I, ERA will verify that the proposed design continues to provide a benefit to the surrounding area and will not negatively impact downstream LPDAs. ERA will revise the storm sewers within the model to reflect the final design. The model will ensure that the final design continues to meet the goals of the Village outlined in the Phase I engineering.
7. **Native Planting Design** – It is anticipated that the proposed storm sewer will collect water from the low area near the eastern boundary of the St. Paul property. Minor grading may be required to establish positive flow to the collection point. ERA will design the native plants to be used in the area instead of traditional turf grass.

### ***Services Not Included***

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

- Assistance with Planning and Zoning
- Wetland Delineation/Mitigation Services
- Inundation/Duration Analysis
- Landscape Design Services
- Meetings other than described in scope of services
- As-Built Survey
- Construction Inspection Services
- Bidding Assistance
- Shop Drawing Review
- Construction Management Services
- Plat of Survey or Easement Dedications
- Plat of Consolidation

### ***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.

### ***Fees***

ERA proposes to provide engineering services described in this proposal on a cost-plus, not-to-exceed basis. Our proposed multiplier rate for this project is 2.80 times direct hourly payroll rates. Direct costs will be charged at the actual cost incurred with no markup. Below is an estimated cost for each phase described above.

#### Conceptual Plan

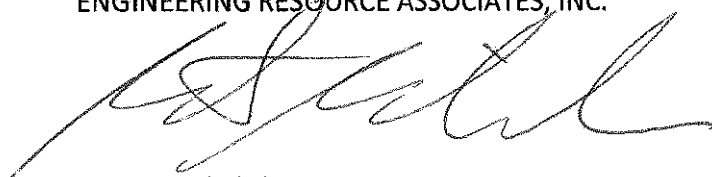
1.	Meetings and Coordination	\$ 800
2.	Data Collection	\$ 400
3.	Supplemental Topographic Survey	\$ 1,800
4.	Base Plans	\$ 1,500
5.	Design Plans, Specs and Estimates	\$11,800
6.	Final Design Hydraulic Modeling	\$ 1,100
7.	Native Planting Design	\$ 450
	SUB-TOTAL:	\$17,850

Direct Cost/Reimbursable Expense Budget	<u>\$ 100</u>
<b>TOTAL NOT TO EXCEED FEE:</b>	<b>\$17,950</b>

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis.

If you have any questions, please contact me at 630.393.3060x23 or mmichalisko@eraconsultants.com

Respectfully submitted,  
ENGINEERING RESOURCE ASSOCIATES, INC.



Marty Michalisko  
Principal

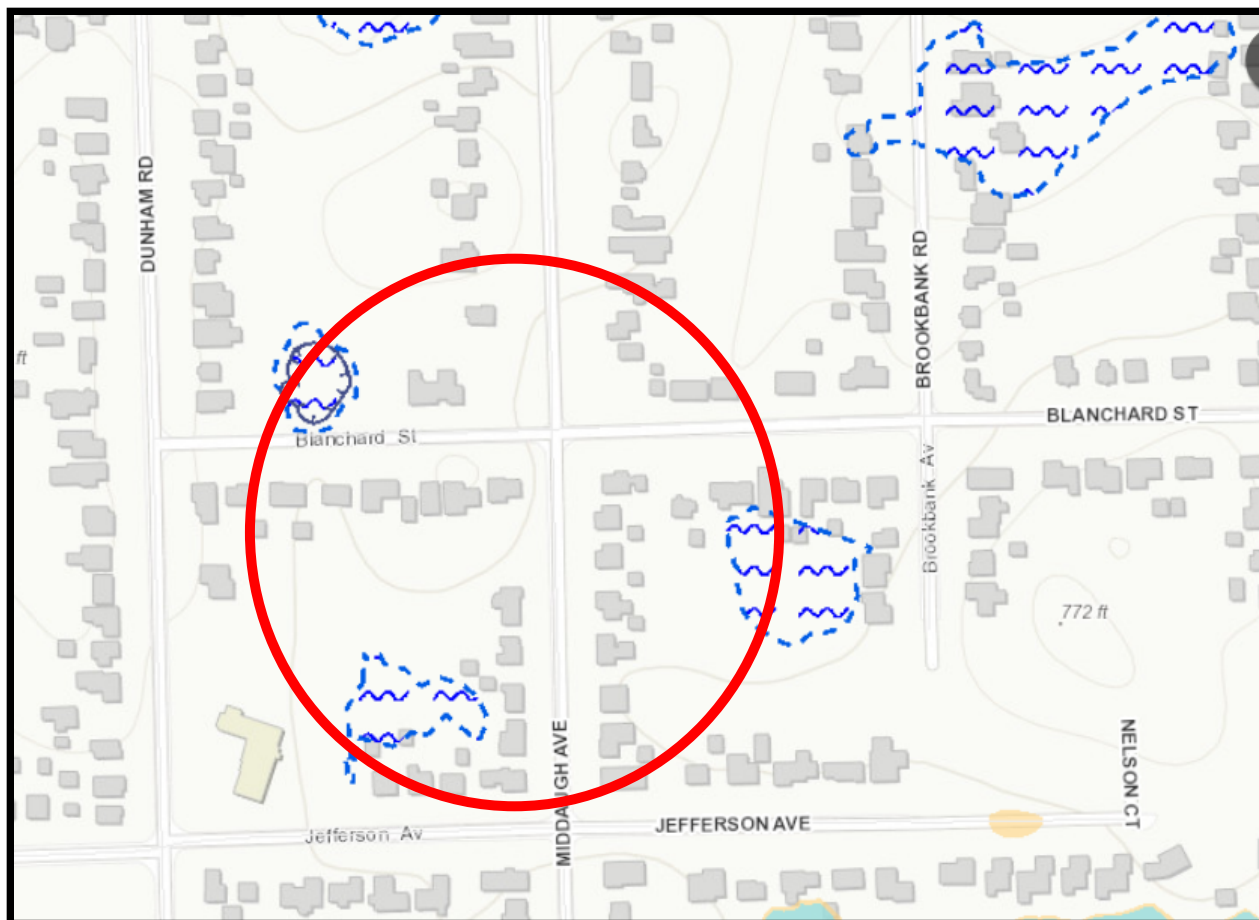


**STANDARD CHARGES FOR PROFESSIONAL SERVICES  
WITH A STANDARD MULTIPLIER RATE OF 2.80  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2017**

<i>Staff Category</i>	<i>Current Average Billing Rate (2.80 multiplier)</i>
Professional Engineer VI	\$190.00
Professional Engineer V	\$140.00
Professional Engineer IV	\$126.00
Professional Engineer III	\$120.00
Professional Engineer II	\$117.00
Professional Engineer I	\$105.00
Structural Engineer VI	\$160.00
Structural Engineer III	\$126.00
Staff Engineer III	\$95.00
Staff Engineer II	\$80.00
Staff Engineer I	\$75.00
Engineering Intern II	\$42.00
Engineering Intern I	\$39.00
Engineering Technician V	\$100.00
Engineering Technician IV	\$84.00
Engineering Technician III	\$72.00
Engineering Technician II	\$56.00
Engineering Technician I	\$42.00
Environmental Director	\$118.00
Environmental Specialist III	\$93.00
Environmental Specialist II	\$88.00
Environmental Specialist I	\$71.00
Professional Surveyor II	\$125.00
Professional Surveyor I	\$107.00
Surveyor IV	\$76.00
Surveyor III	\$68.00
Surveyor II	\$56.00
Surveyor I	\$37.00
Administrative Director	\$100.00
Administrative Staff IV	\$75.00
Administrative Staff III	\$67.00
Administrative Staff II	\$61.00
Administrative Staff I	\$52.00

Direct Costs will be billed at their actual rate with no mark-up.





Project Location Map – Middalgh and Jefferson