

VILLAGE OF DOWNERS GROVE
Report for the Village
12/19/2017

SUBJECT:	SUBMITTED BY:
Award of Contract for Engineering Services, Stormwater Improvements on Drendel Road, south of Indianapolis Avenue	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing a contract for engineering services related to Community Investment Plan project SW-080, for work on Drendel Road in the West Burlington area, to Engineering Resource Associates (ERA) of Warrenville, Illinois in the amount of \$64,130.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY18 Budget includes \$70,000 in the Stormwater Fund (Page 4-21, Line 21) for these services.

RECOMMENDATION

Approval on the December 19, 2017 consent agenda.

BACKGROUND

Engineering Resource Associates provided professional services with respect to drainage study and survey for the West Burlington area earlier this year. The 2014 Flood Study identified this low-lying area on Drendel Road, referred to as Site 7 in the report. This area currently drains via a combination of storm sewers, culverts and ditches. During significant storm events, due to poor drainage through the Belmont Prairie site, water accumulates within the Drendel right-of-way and flooding occurs in adjacent homes on the east side of the street. Site 7 lacks significant positive drainage infrastructure. In the April 2013, October 2017 and even less intense rain events, residents reported the flooding of structures, significant side yard flows, and other nuisance yard flooding. The design will include sidewalk to be constructed in conjunction with storm sewer improvements within the project area.

Engineering Resource Associates was selected as the firm that best meets the needs of the Village, due to their past experience and knowledge of the area. Village staff recommends award of this contract for professional services to ERA based on their understanding of the project, experience with similar projects and capability to complete the work for 2018 constructability. Engineering Resources Associates is pre-qualified with the Village to perform engineering services for stormwater projects and has provided professional services to the Village in the past with satisfactory results.

ATTACHMENTS

Resolution

Contract

Site Map

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND ENGINEERING RESOURCE ASSOCIATES, INC.
FOR STORMWATER IMPROVEMENTS ON DRENDEL ROAD**

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"), for Drendel/Cross storm water drainage design services, 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 _____ day of December 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, Consultant has previously performed survey and drainage analysis services in the West Burlington Area in the Village; and

WHEREAS, additional engineering and surveying services need to be completed in the West Burlington Area; 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 December 6, 2017 attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be until June 30, 2018 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 Sixty-four Thousand One Hundred Twenty-seven Dollars and Twenty cents (\$64,127.20). 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: _____

Date: _____

[Handwritten Signature]

PRINCIPAL

12/12/17

Village of Downers Grove

By: _____

Title: _____

Date: _____

Exhibit A **Campaign Disclosure Certificate**

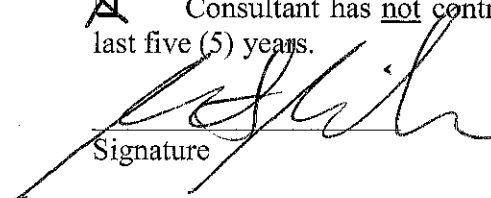
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 MICHALEWSKO
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

EXHIBIT B
Proposal



ENGINEERS | SCIENTISTS | SURVEYORS

December 6, 2017

Mr. John Welch
Assistant Public Works Director
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Proposal for Design Services for Drendel/Cross Storm Sewer/Roadway/Sidewalk Improvements

Dear Mr. Welch:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for the Design Engineering Services for Drendel/Cross storm sewer/roadway/sidewalk improvements. The proposal is based upon your request for proposal, our previous experience on similar projects, and our drainage work in the area.

Project Understanding

The Village of Downers Grove has experienced significant flooding within the residential area known as the West Burlington Area. In 2017 the Village completed a drainage study of the area. The drainage study identified storm sewer and ditch and culvert improvements on Drendel from Indianapolis to Prairie and on Cross from Prairie to Haddow. The improvements were proposed to improve local drainage and to reduce the flooding along Drendel just north of Prairie. Since the completion of the study it was identified that the existing outlet within the Belmont Prairie has experienced significant siltation and would need to be restored to achieve positive flow to accommodate storm sewer improvements. It is extremely unlikely that the state agency overseeing the prairie will allow outlet improvements, therefore, the Village would like to install a storm sewer east down the Prairie Avenue right-of-way to Cross and then south down cross to the 30-inch sewer near Haddow. The Village now desires to retain ERA to complete revisions to the West Burlington Study and final design of the revised drainage improvements. As part of the design the Village would like to implement sidewalks on one side of each street and perform roadway improvements. It is assumed the roadway improvements will consist of minimal widening, mill and overlay, shoulder rehab, and potentially a short section of

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

reconstruction on Drendel. Installation of curb and gutter and significant changes to the roadway vertical profile horizontal alignment outside of flooding areas are not anticipated.

The anticipated scope of improvements is provided below.

Street	From	To	Length
Drendel Road	Indianapolis	Prairie	825ft.
Prairie ROW	Drendel	Cross	600 ft.
Cross	150' North of Prairie	Prairie	150 ft.
Cross	Prairie	Haddow	700 ft.
Haddow ROW	Drendel	Cross	350 ft.
Total Length			2,625 ft.

Scope of Services

The anticipated Scope of Services for the anticipated project is described below.

1. Meetings & Coordination:
 - 1.1. Facilitate four meetings with the Village to discuss project issues. It is anticipated that the meetings will occur at the kickoff stage, 50%, 90%, and pre-final plans.
 - 1.2. General phone and email coordination with the Village.
2. Supplemental Topographic Survey/Base Plans: ERA has completed a detailed topographic survey of the public rights-of-way in the area. This task is to include survey time for miscellaneous survey tasks such as wetland flags, overlap onto private property for improvements that may impact residential properties, low areas on private properties within the Drendel and Haddow depressional areas, outlet within Belmont Prairie, overflow of the Drendel and Haddow depressional areas, overlap on Cross just south of Haddow, etc. This task also includes drafting the miscellaneous survey data and preparing existing conditions plan and profiles of the roads and rights-of-way.
3. Wetland Determination/Delineation:
 - 3.1. A wetland determination/delineation will be performed within and adjacent to the low spot on Drendel just north of Prairie and the depressional area within the Haddow ROW just west of Cross to identify the limits of the regulatory wetlands and Waters of the U.S. Methods used for delineating wetland will be in accordance with the U.S. Army Corps of Engineers (Corps) Wetlands Delineation Manual dated 1987 (USACE, 1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region dated September



(USACE, 2008). Wetlands will be staked by pin flag and/or marking tape labeled “wetland delineation.”

- 3.2. ERA will prepare a delineation report containing:
 - 3.3. Army Corps of Engineers (ACOE) data forms;
 - 3.4. ERA will consult with the appropriate Federal and State agencies to determine if any threatened or endangered species are present within the limits of this phase of the project. A fee may be charged by IDNR for this consultation. This fee is typically \$500 if required. ERA has not included this as part of the direct costs.
 - 3.5. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland delineation lines;
 - 3.6. Floristic Quality Assessment per DCSFPO requirement;
 - 3.7. Wildlife habitat assessment using the Modified Michigan Department of Natural Resources methodology per DCSFPO requirement;
 - 3.8. Copy of DuPage County wetland map;
 - 3.9. Copy of soil map;
 - 3.10. Site photos as necessary to describe wetland; and
 - 3.11. Narrative of applicable wetland regulations.
4. Utility Coordination: ERA will perform a design JULIE to identify public utilities in the area. ERA will submit base plans, 50%, 90%, and 100% design plans to the utility companies for review and comment. ERA will coordinate with the utility companies to continually refine their scope of work and construction schedule to help ensure that the project does not get delayed due to relocation of any utilities.
 5. Update the Service Level Drainage Event Analysis: ERA previously completed the West Burlington Service Level Drainage Event Analysis. The work identified upsizing storm sewer on Drendel and Cross, north of Prairie, to the outlet into Belmont Prairie. To accomplish this the outlet within the Belmont Prairie would have to be cleared of silt to accomplish positive flow. It is unlikely that this work would be allowed by the state agency in control of the Prairie. Therefore, ERA will update the drainage analysis to show the proposed storm sewer flowing east in the Prairie ROW to Cross and then south to the existing oversized storm sewer at Cross and Haddow. Initial analysis suggests the Cross-Street storm sewer has adequate capacity to accomplish this. The drainage analysis update will verify this initial finding. Report exhibits and calculations will be updated and resubmitted.
 6. Plans, Specs, Estimates (50%, 90%, 100%)
 1. This task includes the preparation of PS&E (50%, 90%, 100%) for the storm sewer improvements. It is anticipated that plans will include the following sheets:
 - a. Cover Sheet and Location Map
 - b. General Notes and Typical Sections
 - c. Summary of Quantities and Schedule of Quantities
 - d. Alignment, Ties and Benchmarks
 - e. Traffic Control Plans and Details
 - f. Plan and Profile Sheets



- g. Utility Plans
- h. Stormwater Pollution Prevention Plans
- i. Restoration Plans
- j. Tree Removal and Preservation Plans
- k. Construction Details

This task includes the preparation of specifications and an engineer's opinion of probable construction cost.

7. QA/QC Review: ERA will perform internal QA/QC reviews prior to issuing the 90% and 100% PS&E.

8. Permitting Assistance:

The following permits have been identified. ERA will work with the jurisdictional authorities to acquire approval. Work will include summary reports and documentation to demonstrate regulations are being met.

- Village of Downers Grove – PS&E review and approvals and stormwater management approval. It is estimated that no detention or BMPs will be require. No floodplain impacts are anticipated.
- IEPA (NPDES/NOI) – erosion control and stormwater quality
- Army Corps – Work within the Haddow Avenue ROW west of Cross may require a permit for wetland impacts.
- Kane/DuPage SWCD – If the Army Corps requires a permit a submittal to Kane/DuPage SWCD will be required for erosion control methods.

9. Bidding Assistance: ERA will provide bidding assistance for the project. This work will include answering bidder questions throughout the duration of the work. It is anticipated that the Village will perform the remaining of the bidding and construction assistance.

Deliverables

The following deliverables are anticipated:

- One (1) hard copy and one (1) electronic copy of 50% PS&E
- One (1) hard copy and one (1) electronic copy of 90% PS&E
- One (1) hard copy and one (1) electronic copy of 100% PS&E
- One (1) CD containing electronic copies of all final project files, drawings and any support documentation

Schedule

The following schedule is anticipated for the Drendel/Cross design:

- | | |
|------------------------------|-------------------|
| • Project Initiation | December 15, 2017 |
| • Submit 50% PS&E | January 5, 2018 |
| • 50% Review Comments | January 15, 2018 |
| • Submit 90% PS&E | February 9, 2018 |
| • Submit Permit Applications | February 9, 2018 |
| • 90% Review Comments | February 19, 2018 |



- | | |
|--------------------------------|----------------|
| • Submit 100% PS&E for Bidding | March 12, 2018 |
| • Open Bids | March 30, 2018 |
| • Begin Construction | April 2018 |

Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached schedules. 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 me at 630-393-3060x23 or mmichalisko@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE

Marty Michalisko, PE, CFM
Principal




**Illinois Department
of Transportation**
**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Engineering Resource Associates, Inc.
Route	Drendel/Cross Drainage Improvements
Section	
County	DuPage
Job No.	
PTB & Item	

 Date 12/06/17

Overhead Rate

Complexity Factor

0

BDE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.8+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Meetings and Coordination	16	860.00	2,408.00				2,408.00	3.76%
	Supplemental Topo Survey/Base Plan	44	1,588.00	4,446.40				4,446.40	6.93%
	Wetland Determination/Delineation	28	900.00	2,520.00				2,520.00	3.93%
	Utility Coordination	18	580.00	1,624.00				1,624.00	2.53%
	Service Level Drainage Analysis Update	44	1,500.00	4,200.00				4,200.00	6.55%
	PS&E	356	13,880.00	38,864.00				38,864.00	60.60%
	QA/QC Review	24	1,120.00	3,136.00				3,136.00	4.89%
	Permitting Assistance	40	1,496.00	4,188.80				4,188.80	6.53%
	Bidding Assistance	20	800.00	2,240.00				2,240.00	3.49%
	Direct Costs				500.00			500.00	0.78%
	TOTALS	590	22,724.00	63,627.20	500.00	0.00	0.00	64,127.20	100.00%

DBE 0.00%

Route	Drendel/Cross Drainage Improvements
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County	DuPage
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Job No. _____

PTB/Item

Consultant Engineering Resource Associates, Inc.

Date 12/06/17

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