

COUNCIL WORKSHOP ITEM

ITEM: Agreement for Professional Services with Planning Resources, Inc.
DATE: June 19, 2002
PREPARED BY: John J. Bajor, Jr., Director of Public Works
Jon Hall, Stormwater/Development Engineer
PURPOSE: Completion of DuPage County Special Management Area (SMA)
Requirements

BID AMOUNT: \$55,000.00 **ACCOUNT:** 001.313.0000.5320
(\$25,000)
220.341.0000.5711
(\$30,000)

BUDGET AMOUNT: \$55,000.00

DISCUSSION:

Staff solicited and received a proposal from Planning Resources, Inc. to provide professional consultant services to complete outstanding SMA Requirements as delineated within the scope of the proposal and more succinctly as delineated in Attachment "A".

The purpose of this work is to complete the review and documentation of the 32 outstanding SMA Issues as outstanding and identified by DuPage County through the last audit. This issue is a major component of several issues that has placed the Village of Downers Grove on its' current status of probation as a full-waiver community.

Though \$25,000 of this contract is planned to be funded through account 001.313.0000.5320, the remaining \$30,000 is proposed to be funded by a budget transfer from the Sidewalk Program account 220.341.0000.5711. This is feasible due to the favorable pricing the Village received for this year's sidewalk gap program.

ATTACHMENT:

Downers Grove SMA Audit Proposal from the consultant dated June 12, 2002 including Attachments "A" through "B" respectively a list of open permits regarding SMA issues and a schedule of hourly rates.

RECOMMENDATION:

Staff recommends the approval and execution of the professional proposal as presented with Planning Resources, Inc., in the amount not to exceed \$55,000.00 as well as a budget transfer from account number 220.341.0000.5711 in the amount of \$30,000.

Agreement for Professional Services Between Planning Resources Inc. and the Village of Downers Grove

This AGREEMENT made and entered into this 12th of June 2002, by and between PLANNING RESOURCES INC., 402 WEST LIBERTY DRIVE, WHEATON, ILLINOIS 60187 (hereinafter referred to as the "CONSULTANT"), and the VILLAGE OF DOWNERS GROVE, ILLINOIS (hereinafter referred to as the "CLIENT"),

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish review and documentation connection with wetland and riparian zone special management for the Village of Downers Grove (hereinafter referred to as the "PROJECT"), and the CONSULTANT has signified her willingness to furnish professional services to the CLIENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services:

Attachment A outlines the remaining projects and indicates the next steps/strategies for permits that are open to response. This scope assumes that the CLIENT would provide engineering services necessary for proper documentation.

Per our discussions, there are many unknowns with these projects that make providing a dollar-value to complete the audit impossible. Best case, completing the audit would cost approximately \$35,000; worst case, it would be \$75,000. A realistic value would likely fall in mid-range, at \$55,000. We propose that an upset for this contract of fifty-five thousand dollars and no cents (\$55,000.00). This contract shall not exceed \$55,000. Any additional work performed which would increase the contract price in excess of \$55,000 must be pre-authorized in writing by the Village.

Planning Resources Inc. would conduct work on a time-and-materials basis. To track the progress of audit resolution, we propose checkpoint meetings with the CLIENT when the amount invoiced reaches 25, 50, and 75 percent of the upset, or at whatever other frequency the CLIENT requires. A schedule of our hourly rates is enclosed (Attachment B), applicable for the calendar year 2002.

B. Services to be Provided by the Client:

The CLIENT shall provide one copy of applicable Village Ordinances, plans and policies to the CONSULTANT. In the event that any information, data, reports, records and maps are existing and available to CLIENT and are useful for carrying out the work on this PROJECT, as determined by the CLIENT, this information shall be promptly furnished to the CONSULTANT.

If, by reason of any fault of CLIENT, materials or services to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, notify CLIENT in writing, and stop work on the PROJECT until such materials or services are provided.

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C. Changes:

The CLIENT may from time to time, require or request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to the AGREEMENT.

D. Work Product

Work Products associated with this task will include the necessary supporting wetland and/or riparian zone documentation necessary to support the permit. Documentation may include the following, as applicable to each project:

- Wetland delineations (current and historic evaluations);
- Wetland, buffer, and /or riparian zone characterizations;
- Wetland and buffer impact assessments;
- Mitigation for wetland, buffer, and or riparian zone impacts;
- Coordination with Illinois Department of Natural Resources; and
- After-the-fact Section 404 and Village Stormwater permitting

E. Method of Payment:

The CONSULTANT shall submit invoices to the CLIENT not more often than once per month during the course of the work, for partial payment on account, for work completed to date. Such invoices shall represent the value of the partially completed work and shall be accompanied by a one- to two-page progress report documenting the work accomplished at the end of the billing period. Invoices shall be due and payable within forty (40) days of receipt by the CLIENT.

F. Time of Performance:

All products and services from the CONSULTANT shall be delivered to the CLIENT in a timely manner consistent with mutually established schedules. The services of the CONSULTANT will begin upon execution of this AGREEMENT by both parties. Absent causes beyond the control of the CONSULTANT, the CONSULTANT shall complete the work covered by this AGREEMENT within twelve (12) months from the date of notice-to-proceed. This AGREEMENT shall expire two (2) months after the scheduled completion date specified herein, unless the time is extended by mutual agreement of the CLIENT and CONSULTANT, as evidenced by an amendment to this AGREEMENT. In the event that an extension is necessary, the CONSULTANT will notify the CLIENT as soon as the need for such an extension in the schedule becomes apparent.

G. Conflict of Interest:

The CONSULTANT certifies that to the best of her knowledge, no CLIENT's employee or agent is interested in the business of the CONSULTANT or the AGREEMENT, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

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H. Personnel:

Juli E. Crane, Director of Environmental Studies – Project Manager and Technical Lead, responsible for overall review and regulatory compliance, coordination of technical studies, and agency coordination. Juli will be assisted as needed by David A. Koldoff and Kevin M. Jury, Senior Ecologists.

Erin D. Weleski, Landscape Designer – Technical Support, responsible for graphic and other technical exhibits.

Carol A. Heagney, Administrative Assistant – Responsible for production.

I. Hold Harmless:

To the extent permitted by law, the CONSULTANT shall indemnify, hold harmless, and defend the CLIENT against any and all claims, losses, liability, costs, expenses (including attorney's fees), and damages arising out of claims based on allegations of negligent or willful acts, errors, or omissions, or resulting from the breach of this AGREEMENT, or due to personal injuries, including death, or property damage, arising from the performance of or failure to perform the services, including, but not limited to, injuries to the CONSULTANT's employees or any charge, claim or suit by the CONSULTANT's employees alleging violation of any law regulating the relationship between employer and employee, including claims of employment discrimination.

The CLIENT agrees to hold harmless and indemnify the CONSULTANT from any and all liability claims, losses, or damages arising out of or alleged to arise from negligence in the performance on the services under this AGREEMENT that may be due to the sole negligence if the CLIENT or other consultants, contractors, or subcontractors working for the CLIENT.

J. Termination:

This AGREEMENT may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This AGREEMENT may be terminated by the CLIENT upon at least seven (7) days' written notice to the CONSULTANT in the event that the CLIENT abandons the PROJECT. In such event, all finished and unfinished documents and work papers prepared by the CONSULTANT under the AGREEMENT shall become the property of the CLIENT and the CONSULTANT shall receive the compensation to which it is entitled based upon hours of work performed and expenses incurred in accordance with Paragraphs D and E.

K. Nondiscrimination:

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or

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participation in recreational and educational activities. This contract is subject to and governed by the rules and regulations of the Illinois Fair Employment Practices Act.

L. Contract Documents:

The contract documents that constitute the entire AGREEMENT between the CLIENT and the CONSULTANT shall include the following component parts, all of which are attached hereto and shall be deemed to be a part hereof just as though set forth in full in this AGREEMENT:

Attachment A: Permits Open for Response
Attachment B: PRI Staff Rate Sheet

M. Excusable Delays:

The CONSULTANT shall not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either the sovereign or contractual capacity, fires or floods, but in every case, if the failure to perform is beyond the control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in default.

N. Extra Work:

No extra work will be undertaken without written authorization. If requested and authorized in writing by the CLIENT, the CONSULTANT will be available to furnish, or obtain from others, extra work of the following types:

1. Extra work due to changes in the general scope of the study including, but not limited to, changes in size, complexity or character of the work items.
2. Additional or extended services due to:
 - (a) The prolongation of the AGREEMENT time through no fault of the CONSULTANT;
 - (b) The acceleration of the work schedule involving services beyond normal working hours, or
 - (c) Non-delivery of any materials, data or other information to be furnished by the CLIENT or others not within the control of the CONSULTANT.
3. Other additional services requested and authorized by the CLIENT that are not otherwise provided for under this AGREEMENT.
4. Attendance at additional meetings beyond those made part of this AGREEMENT and described in the Work Program, Attachment "B".

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The costs and schedule for completing extra work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Paragraph C (Changes) and Paragraph E (Method of Payment) of this AGREEMENT.

L. Validation of Agreement:

The terms of this AGREEMENT will become valid upon execution by both parties:

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

CLIENT:

PLANNING RESOURCES INC.

VILLAGE OF DOWNERS GROVE

By: 
Keven L. Graham

By: _____

Title: Managing Principal

Title: _____

Date: 6/12/02

Date: _____



Attachment A Permits Open for Response

Number	Location	Next Step/Strategy
1	555 31 st (93)	PRI to conduct historic aerial photograph review and evaluate grading to determine if SMA were present and/or affected.
2	555 31 st (65)	PRI to review file information to determine the extent of the response/documentation needed; coordinate with CBBEL and Midwestern University to obtain/review additional files and determine if wetland impacts occurred from "future roadway."
3	555 31 st (27)	PRI coordinate with Village, CBBEL and Midwestern University regarding to obtain/review files and determine if SMA was present and/or impacted.
4	59 th & Main	PRI to coordinate with CBBEL regarding resolution of IDNR-OWR review.
5	Authority Drive	Village to provide PRI with project files; PRI to conduct full review of file and determine completeness of submittal and coordinate, as needed with CBBEL for additional wetland submittal/engineering documentation, including wetland impact text and justification for switch from on-site wetland creation to banking.
6	2000 Butterfield	PRI to complete documentation of NRCS slide assessment and determine if farmed wetland was impacted and if ATF permitting is required.
7	1945 Curtiss (158)	PRI to conduct full review of Village files, determine completeness of submittal, and level of response and documentation needed.
8	2710 Curtiss	PRI to coordinate with CBBEL regarding outcome of historic aerial photograph review and wetland jurisdiction/regulation relative to findings; coordinate with DuPage County regarding wetland jurisdiction/regulation relative to findings; submit Endangered Species Action Report, and (if appropriate based on meetings with CBBEL and County) perform wetland impact assessment, evaluate alternatives, and prepare after-the-fact permit applications (as applicable).
9	6035 Dunham	PRI to document the conditions of the wetland during 1993 via aerial photographs, determine relative wetland boundary to project, and assess whether or not the work affected the wetland directly or indirectly.
10	6111 Dunham	CBBEL and PRI to discuss need for formal wetland delineation and survey to quantify buffer impacts. Village to notify property owner of violation/need for compliance. Project will involve after-the-fact documentation for SMA impacts.
11	1932 Elmore	PRI to conduct full review of file and determine completeness of submittal and level of response and documentation needed.
12	Fairview & 75 th (Westwood Park)	PRI to conduct full review of file and determine completeness of submittal and level of response and documentation needed.
13	Fairview Village	PRI to review historic aerial photographs, grading plan, and as-built drawings to determine whether or not the after-the-fact documentation is needed.
14	333 Finley (225)	PRI to prepare list of items raised during audit of Village files; CBBEL to contact May & Speh to see if they want to contract their own wetland consultant to bring permits into compliance; after-the-fact wetland permitting will be needed.
15	333 Finley (109)	
16	333 Finley (147)	

Number	Location	Next Step/Strategy
17	111 Finley	PRI to review file to verify that the Automation ATF permit resolved issues with Tandy site development and prepare audit summary demonstrating absence of impacts to SMAs.
18	3300 Finley (ESA)	PRI to review surveyed wetland boundary to be provided by V3 Consulting and determine the presence/absence of impacts to the off-site wetland. <u>After-the-fact permitting may be needed.</u>
19	2440 Hadow	PRI to schedule meeting with Park District to review and get copies of project file information for inclusion in Village file. If Park District does not have full file, FOIA the Corps. PRI to coordinate with County and CBBEL to clarify whether or not further audit review is needed based on County letter, etc. PRI will also verify that mitigation requirements have been satisfied per Village requirements.
20	3010 Highland (262)	PRI to review Village files and aerial photographs to verify that no ATF wetland or riparian submittals are needed, and then prepare supporting audit summary checklist sheet.
21	3010 Highland (236)	
22	3551 Highland	PRI to conduct full review of file and determine completeness of submittal and level of response and documentation needed.
23	Hillcrest Ridge	PRI to coordinate with CBBEL regarding pre- and post-project wetland hydrologic conditions for the 2-, 5-, 10-year 24 hour storm events to determine the potential for hydrologic impact; PRI to develop list of additional items requiring CBBEL clarification for project documentation.
24	Lyman Oaks Subd.	PRI to coordinate with CBBEL regarding evaluation of project impacts to off-site wetland hydrology; PRI to coordinate with IDNR to obtain closure regarding T&E issues.
25	5512 Main	CBBEL and PRI to coordinate with Village Attorney regarding approach to resolving wetland/buffer impact on property where owner has denied access. <u>After-the-fact permitting is needed.</u>
26	5310 Meadow	Village to provide PRI with project files; PRI to conduct site visit to evaluate potential for Riparian Impact Assessment.
27	O'Driscoll	PRI to follow-up on coordination with EnCap to establish schedule for resolving AFT permitting with Village and COE.
28	1313 Turvey	PRI to review record drawings prepared by Village and verify lack of SMA impact.
29	3713 Venard	PRI to conduct site visit to evaluate potential for Riparian Impact Assessment.
30	5101 Walnut	PRI to review record drawing prepared by Village and verify lack of riparian SMA impact.
31	31 st & Highland	PRI to coordinate with CBBEL and DuPage County regarding resolution of buffer impact (property ownership is now with the County)
32	5310 Brookbank	PRI to evaluate file and verify documentation of riparian environment and impacts.



Attachment B

Schedule of Hourly Rates

Village Planner Consulting Services

The following rates include salary, overhead and fee. They are valid through December 31, 2002:

K.L. Graham, ASLA, RLA	Managing Principal, Landscape Architecture/Site Design	\$89.00
D.E. Garrison, ASLA, RLA, CPSI	Principal, Director of Landscape Architecture	89.00
J.E. Crane, PWS	Director of Environmental Studies	86.00
D. Onderdonk, AICP	Director of Planning	114.00
L.R. Richart	Senior Executive	124.00
P.J. Richart, AICP	Senior Executive	114.00
K.M. Nelson	Senior Planner, Economic Analysis/Land Use	70.00
L.K. McCall	Senior Project Designer	72.00
D.A. Koldoff	Senior Ecologist, Wetlands/Natural Resources	70.00
K.M. Jury	Senior Ecologist, Wetlands/Natural Resources	67.00
E.J. Stanton	Project Designer	64.00
E.D. Weleski	Project Designer	50.00
C.A. Heagney	Administrative Assistant	48.00
C.A. Kleinwachter	Office Manager	50.00
M. Zajac	Planner	44.00

Direct Costs

Mileage is billed at \$0.45 per mile, photocopies at \$0.10 each, and facsimile transmissions at \$1.00 per page. Other direct reimbursable costs are billed without markup. All major expenses will be approved by the client prior to being incurred. Receipts and expense sheets are kept on file to verify all expenditures.