

Agenda Report

Subject: **Stormwater Manager Contract**

Prepared By: Steven M. Saunders, Director of Public Works/Village Engineer

Date: May 10, 2012

The Village has embarked on a major effort to develop and implement significant stormwater and sanitary sewer improvements over the next 5-7 years. While much of the engineering work will be undertaken by consulting engineering firms under contract with the Village, there will be significant time required for a project manager who would be responsible for contract management, schedule management, and communications management for these programs. This is especially true since there are ongoing responsibilities for operational and capital programs and projects administered by the Public Works Department. The Council and staff have identified that the amount of engineering and project management effort involved will exceed the capacity of current staffing levels in the Public Works Department.

Given that the success of these stormwater and sanitary improvements is paramount to the long-term well-being of the Village, it may be prudent to consider adding a project manager to serve as a dedicated staff resource and point-person to prepare and track schedules, budgets, contracts, and communications for these projects. Initially this position is anticipated to require between 20 – 30 hours per week, and the hours devoted to this effort could be scaled proportionately to key phases of the projects. The stormwater manager is anticipated to be responsible for the following:

1. Manage consultants and contracts. The stormwater manager would be the primary person responsible for managing budgets, payments, communications, and schedules for the numerous consulting and construction contracts associated with these improvements. This position would also assist with research and permitting submittals to the regulatory agencies.
2. Maintain project schedules. The stormwater manager would be responsible for assuring that approved project schedules are managed and kept current, and that the projects are maintained on-schedule.
3. Manage and coordinate communications. The proposed projects will require a significant amount of effective communication, not only day-to-day with Village staff but also periodic reports to the Council, as well as communications with the Village's consultants and contractors, and with regulatory and permitting agencies. The project manager will be primarily responsible for managing these communications

Staff has spoken to several individuals concerning this position and has identified an excellent candidate to fill this position, James Johnson from the AT Group. The AT

Group is a local consulting firm that provides project management services to owners to keep projects on time and on budget. James Johnson is a former Director of Public Works and City Engineer for the City of Highland Park, and is now a principal with the AT Group. Mr. Johnson's specialty is project management, and this, coupled with his prior municipal experience as a Village Engineer, makes him an ideal candidate to add significant value to my department in managing the ongoing and planned stormwater and sanitary sewer projects.

AT Group has proposed a scope of services and fee structure as follows:

The AT Group will be the primary party responsible for managing budgets, payments, communications and schedules for consulting and construction contracts associated with the improvements, and will assist with research and permitting submittals to the regulatory agencies. The AT Group will be responsible for assuring that approved project schedules are managed and kept current, and that the projects are maintained on-schedule. AT Group will provide regular status reports to the Village Director of Public Works and Manager, for use by the Council and community. AT Group will also assist the Village with communications to the community, consultants and contractors, and regulatory and permitting agencies.

AT Group will bill the Village at the rate of \$95 per hour for an estimated annual workload of 1,300 hours (average 25 hours per week), for a maximum annual compensation of \$123,500. AT Group would be bound to the Village by an annually renewable contract, based on calendar year, with a mutual 30-day termination clause. It is likely that the workload will vary annually based on the intensity and pace of projects in any given year.

A formal proposal incorporating comments from the Village Attorney is attached.

Recommendation:

Consider authorizing the Village Manager to enter into a contract with the AT Group for stormwater project management services at a rate not to exceed \$95 per hour, for an annual maximum of 1,300 hours, for calendar 2012, in accordance with their proposal dated May 10, 2012.



May 10, 2012

Steven M. Saunders
Director of Public Works/Village Engineer
Village of Winnetka
1390 Willow Road
Winnetka, IL, 60093

Subject: Stormwater Project Manager
Village of Winnetka

Dear Mr. Saunders,

Thank you for meeting to discuss the subject project. We are pleased to present our proposal, letter agreement and qualification for project management services related to the Village's stormwater and sanitary sewer evaluations and improvements over the next 5 to 7 years.

1. Scope

Acting on behalf of the Owner under the direction of the Village Manager and Director of Public Works, AT Group, Inc. (ATG) will provide Management Services commencing on May 1, 2012.

A. Manage Consultants and Contracts

ATG will be the primary party responsible for managing budgets, payments, communications and schedules for consulting and construction contracts associated with the improvements, and will assist with research and permitting submittals to the regulatory agencies.

B. Maintain Project Schedules

ATG will be responsible for assuring that approved project schedules are managed and kept current, and that the projects are maintained on-schedule.

C. Manage and Coordinate Communication

ATG will provide effective communication with the Owner, owner's consultants and contractors, and regulatory and permitting agencies, which shall include regular status reports to the Village Manager and Director of Public Works, and, when directed by the Village Manager or Director of Public Works, reports to the Village Council at public meetings.

D. Additional Services

Consulting services associated with arbitration, mediation and litigation are considered additional services.

2. Staffing

ATG uses one principal to manage all aspects of the project as well as to perform the daily project services. ATG's business model is based on principal involvement instead of managers managing managers managing staff. For this project, ATG has assigned James H. Johnson, P.E. Jim is a former Public Works Director/City Engineer who has extensive project experience on similar projects. If the capital projects require additional manpower, Jerome J. Aulisio, AIA is available to serve as a project manager for select projects. Resumes are attached.

3. Basis of Compensation

ATG shall provide the project management services enumerated above based on an estimated annual workload of 1,300 hours at a rate of \$95 per hour. Additional services will be billed at an hourly rate of \$125 per hour.

ATG shall invoice Owner for fees and reimbursable expenses incurred for the preceding month. Payments shall be made within 30 days after Owner receives the invoice. Reimbursable expenses are limited to local travel, reproductions and postage.

4. Terms and Conditions:

- A. Owner agrees to indemnify and hold harmless ATG, its officers, employees or agents against and in respect of, any and all damages, claims, losses, liabilities and expenses, including without limitation reasonable attorney's fees, which may be imposed upon, incurred by or asserted against ATG, its officers, employees or agents arising out of Owner's, their officers', employees' or agents' negligent or willful acts or omissions. ATG agrees to indemnify and hold harmless Owner, their officers, employees or agents against and in respect of, any and all damages, claims, losses, liabilities and expenses, including without limitation reasonable attorney's fees, which may be imposed upon, incurred by or asserted against owner it officers, employees or agents arising out of ATG's, its officers', employees' or agents' negligent or willful acts or omissions.
- B. Anything in this Agreement to the contrary notwithstanding, Owner understands and agrees that ATG holds only the following insurance coverage and is not required to purchase or maintain any other insurance unless Owner shall purchase or reimburse ATG for the cost of same and such can be obtained. Certificates of Insurance for the following insurance coverages are to be provided prior to the commencement of consulting services.

Coverage	Limit
Comprehensive General Liability General Aggregate Limit	\$2,000,000

Each Occurrence Limit	\$1,000,000
Products Aggregate Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Non-Owned/Hired Auto	\$1,000,000
Worker's Compensation and Employer's Liability	Statutory
Bodily Injury by Accident	\$ 1,000,000 each accident
Bodily Injury by Disease	\$ 1,000,000 policy limit
Bodily Injury by Disease	\$ 1,000,000 each employee

ATG shall maintain such insurance coverages for the entire period that ATG is providing services to Owner and that the certificate of insurance shall confirm that notice will be given at least thirty (30) days prior to cancellation or modification of such insurance coverages. Owner shall be named as additional insured on the Comprehensive General Liability Policy, so long as it shall not increase the cost of such coverage to ATG. In any such case which naming Owner as an additional insured shall increase the cost of coverage to ATG, ATG shall so notify Owner in writing.

- C. ATG acknowledges that in order to fully perform the services outlined above, it will be necessary to have in its employ certain key personnel. Accordingly, ATG agrees that the staff available to it shall at all times during the term of this Agreement consist of sufficient personnel to enable it to efficiently and effectively carry on its obligations pursuant to this Agreement. Further, ATG warrants that all personnel who will provide services to Owner pursuant to this Agreement are fully qualified and possess the requisite expertise to perform the services enumerated in the agreement.
- D. ATG shall use its best efforts, skill, experience and judgment to perform its services specified in this Agreement, diligently and conscientiously performing its duties thereunto, subject to any delays caused by Owner or by strikes, lockouts, acts of God, or other reasons beyond its control.
- E. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination by Owner, Owner's sole liability shall be to compensate ATG for services performed prior to the termination date, for hourly work performed to the date of notice and any other amounts earned for prior months' services but not yet paid, together with any reimbursable expenses that may then be due.
- F. ATG shall keep or cause to be kept during the term of this Agreement and for a period of three years from the termination of this agreement, records as may be necessary to accurately indicate all of the business they transact pursuant to this Agreement. All such records shall be open during normal business hours for inspection and examination by Owner and may be audited by Owner at Owner's expense. The agreement shall terminate with the payment of ATG's final invoice.
- G. ATG shall not be responsible for construction means, methods, techniques, sequences and procedures employed by contractors and consultants in performance of their contract, and shall not be responsible for the failure of any

contractors or consultants to carry out the work in accordance with their respective contract(s) and/or contract documents, or applicable standards of safety. ATG shall immediately notify Owner of any known or suspected deficiency in the reasonable performance of the duties of such consultants and contractors.

- H. Owner shall maintain insurance or self-insurance to protect ATG from claims of third parties for damages because of bodily injury or property damage arising out of the work of the Owner's employees or contractors on the project. Owner shall require project contractors to protect ATG from such claims to the same extent as such protection is provided to the Village and ATG shall be named as an additional insured on certificates of insurance provided to Owner by its project contractors. Owner will provide evidence of such coverage to ATG as soon as feasible after execution of this agreement and after execution of agreements with project contractors.
- I. It is specifically understood that ATG shall not be required at any time to advance its own funds for the payment of any bills for labor, material or services furnished to the Project other than for labor and materials used in the provision of its own services under this Agreement for which ATG is being compensated in accordance with Section III of this Agreement.
- J. ATG represents that it is now and shall at all times during this contract continue to be an Equal Opportunity Employer and shall conform to all applicable Equal Opportunity Laws, Executive Orders, Rules and Regulations. ATG will comply with the Immigration Reform and Control Act of 1986. If requested by Owner, ATG will certify or attest in writing within thirty (30) days of Owner's request that no services subject to this Agreement are or will be performed by unauthorized aliens.
- K. Owner and ATG agree that the relationship of ATG to Owner is that of independent contractor and that ATG, and Owner shall not be deemed to have any other relationship with regard to any services to be performed by ATG for the Project. Particularly, ATG, and Owner shall not be deemed to be partners, parties in joint ventures, or principal and general agent. ATG shall have no authority to bind Owner, either individually or jointly with ATG to any obligation to any third party, or to execute any agreements or contracts on behalf of Owner.
- L. It is further understood that ATG is not assuming the responsibilities of the Architect, Engineers, Contractor or Subcontractors, Owner, Owner's attorney or other consultants and that ATG is performing only advisory and project management services as set forth in this Agreement. With regard to plans and specifications, it is understood that ATG will give its best efforts in a good workmanlike manner, to review and comment on the work product of other professionals or contractors separately engaged by Owner. In so doing, ATG will not be deemed a sponsor or guarantor of such plans and specifications and any defects, errors or omissions remain the responsibility of the professionals or contractors preparing or executing the same. Any approval or recommendations by ATG of any plans, specifications or other documentation for the Project or any part thereof, or of construction of the Project or any part thereof, shall impose no responsibility, obligations or liability upon ATG or any of its officers or employees to Owner or any third parties for defects in the plans, specifications or construction.

ATG shall immediately notify Owner to any known or suspected deficiency uncovered in the reasonable performance of its duties.

M. Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, directed to the parties at the following addresses or such other addresses as they may from time to time designate in writing. Said notices or communications shall be effective upon receipt.

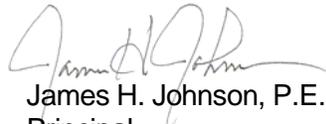
Owner: Steven M. Saunders
Director of Public Works/Village Engineer
Village of Winnetka
1390 Willow Road
Winnetka, IL, 60093

ATG: The AT Group, Inc.
1469 West Fork Drive
Lake Forest, IL 60045
Attn: Mr. James H. Johnson

Thank you for giving ATG the opportunity to provide this proposal, and we look forward to working with you on this project. If you have any questions or need additional information please call me at (847) 691-9832 or send an e-mail to jjohnson@theadgrp.com.

Respectfully submitted,

THE AT GROUP, INC.


James H. Johnson, P.E.
Principal

Approved by: _____

Date: _____



PROGRAM MANAGEMENT SERVICES



AT Group, Inc.

FIRM OVERVIEW

The **AT Group Inc.** is a Chicago based consulting firm that assists Owners in managing their building design and construction programs from idea to close-out.

Our management objective is to build consensus and consistency within the project's design, budget and schedule to accomplish the Owner's goals. Whether leading the project team or augmenting the Owner's internal resources, the result is a project on schedule, within scope and at or below budget.

Founded in 1996, the firm has successfully represented municipalities, private corporations, pension fund investors, REITS and developers on multiple building types using a variety of delivery methods.

ATG's client relationships are based on providing project leadership through:

Expertise

- Principals with over 80 years of experience in the design/construction industry
- Knowledge and experience as successful architects, engineers and contractors
- Development and building programs totaling 25 million square feet
- Successful implementation of both traditional and hybrid delivery methods

Focus

- Results oriented - collaborative approach
- Enhance the value of the program while minimizing risk.
- Provide an environment of fairness and objectivity
- Establish continuity and accountability

Service

- Cost effective and appropriate to the project's delivery method
- Tailored to meet the client's needs
- Organized to allow clients the ability to manage their primary business

Commitment

- Specialists whose passion is representing Owners
- Highly personalized service
- Principals who provide the main client contact

SCOPE OF SERVICES

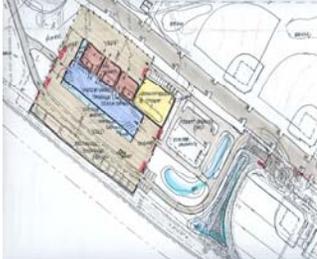
The AT Group's experience in the development, design and construction of a variety of projects and building types provides the ability to finely tailor services to fit the specific needs of our clients. The following is a list of services that ATG can provide in each phase of a typical development project.

Pre-design

Design

Construction

Post Construction



Feasibility Studies

Design Reviews

Construction Oversight

Occupancy Scheduling

Site Evaluation Studies

Cost & Progress Reporting

Cost & Progress Reporting

Owner Acceptance

Due Diligence Management

Pre-construction Services

Change Request Management

Training & Orientation

Project Organization

Value Engineering

Equip/Vendor Coordination

Contact Close-outs

Team Assembly

Permit & Agency Approval

Utility

Move Coordination

Master Budgeting

Utility Coordination

Coordination

Warrantee Reviews

Master Scheduling

Bid Administration

Contract Administration

Building Programming

Cash Flow Analysis

Regulatory Agency Coordination

Conflict Resolution

PROJECT EXPERIENCE

Since its founding, The **AT Group, Inc.** and its principals have provided development consulting and project management services for a wide range of building types.

The following pages illustrate our commercial, industrial, office and public project experience. The success achieved on these assignments typifies the level of commitment, the technical expertise, and the development techniques that ATG can bring to any development program.

From our experience with a variety of projects, we recognized that each assignment is unique and demands a highly personalized response. Whether the process involves a public or private entity, ATG strives to marry the approach with each project's specific requirements. Through this process we have recommended and successfully implemented a number of project delivery methods.

Our success is most evident in our record of building long-term relationships for ongoing services with our clients.

Skokie Park District

Capital Improvement Program

Length of service 4 years

Development 4 projects

Renovations 4 projects

Glenview Park District

New Facilities Program

Length of service 8 years

Development 4 projects

Renovations 2 project

AMLI Commercial Properties/Panattoni Development

Oversight of design and construction in 4 business parks

Length of service 5 years

Development 10 projects

Tenant Improvements 15 projects

Federal Realty Investment Trust

Oversight of design and construction in 4 business parks

Length of service 8 years

Development 6 projects

Tenant Improvements 18 projects

City of Highland Park

New Facilities Program

Length of Service 3 years

Development 2 projects

In evaluating our qualifications and experience, we would encourage you to contact our current and past clients. We trust that hearing of their experiences will provide valuable insight into our ability to meet their specific requirements and expectations.

REPRESENTATIVE CLIENTS

The **AT Group, Inc.** and/or its principals have provided services or represented the following clients with their design, construction, and tenant coordination programs.

AMLI Commercial Properties

Naperville Park District

AMLI Residential Properties

National Louis University

Buffalo Grove Park District

Neal, Gerber & Eisenberg

Bartlett Fire District

Northbrook/Glenview Youth Services

Carl Sandburg Village

NIC United Methodist Church

City of Highland Park, Illinois

Old Town School of Folk Music

City of Lake Forest, Illinois

Park District of Highland Park

Cole Parmer Instrument Company

Panattoni Development Company

Cook Memorial Library District

Ravinia Festival

Deerfield Public Library

Sacred Heart Schools

Eisenmann Corporation

Safety-Kleen Corp.

EMJ Companies

Skokie Park District

Federal Realty Investment Trust

St. Paul of the Cross Church & School

Glenview Park District

Textura Corporation

Glenview Public Library

UICI Insurance Company

Village of Glenview, Illinois

Union League Club of Chicago

Gorton Community Center

USAA Real Estate Company

Harlem Irving Companies

The Valley Lo Club

Judicial Arbitration & Mediation Services

Village of Lincolnwood, Illinois

Knollwood Country Club

Winnetka Park District

Lake Forest High School District

Winnetka Community House

Moore Business Forms

Waukegan Park District

Principal Involvement:

Representing Owners is all we do. The principals of the AT Group are personally committed to do whatever is necessary to see that our client's expectations and goals are being met.

Being involved with the client on a day-to-day basis, anticipating problems and finding solutions is the foundation of our firm and what we enjoy most about the process.

We believe our success in managing projects is achieved by providing a highly personalized service through direct involvement by the principals of the firm.

The AT Group is a small firm by design. We selective of projects we take on and strive to maintain a balance in our work load so that the principals can take an active role in managing projects. For this reason, principals serve as the primary contact for all ATG assignments.

The principals offer over 80 years of experience in the design and construction industry. With successful careers in architecture, engineering, development and public service, we are experts in managing the process by which a building program becomes reality. We believe our experience with various building types and project delivery methods brings a unique perspective to any development program.

JAMES H. JOHNSON, P.E.
Principal

Special Qualifications

As the former Director of Public Works and City Engineer for a community with a population of more than 32,000 in northeast Illinois, Jim directed and managed all aspects of the Public Works Department including Engineering, Stormwater Management, Water Treatment and Distribution, Sanitary and Storm Sewers, Streets and Sidewalks, Forestry, Equipment, Transit and Municipal Facilities with an operating budget of \$10M and a capital budget of more than \$5M. As a registered professional engineer with 21 years of experience, he has served as the primary client contact for infrastructure and facility projects throughout the country. As a Principal with AT, he directs the company's efforts in program development, consultant selection and negotiation, field administration, construction scheduling and budgeting.

Academic Experience

Purdue University
Bachelor of Science-Engineering-1983

Northwestern University
Master of Engineering Management
(Project/Program Management)-1989

Professional Registrations & Affiliations

Registered Professional Engineer
Illinois, Indiana & Wisconsin

American Public Works Association

Society of American Military Engineers

Lake County Stormwater Management
Commission
-Technical Advisory Committee (Former
Member)
-Municipal Advisory Committee (Former
Member)

Project Experience

- City of Prospect Heights, Illinois
Contract PW Director/City Engineer
- City of Lake Forest, Illinois
Consultant
Water Treatment Plant
Sheridan Road Transmission Main
NPDES
- City of Highwood, Illinois
Contract City Engineer
- City of Highland Park, Illinois
City Engineer and Public Works Director
Consultant
Highland Park Police Headquarters
- Cook Memorial Library District
Project Management
Aspen Library
Cook Library
- Glenview/Northbrook Youth Services
Project Management
Office and General Services Building
- Old Town School of Folk Music
Project Management
Instructional & Performance Center
- Ravinia Festival
Project Management
Dining Pavilion
Pedestrian Underpass
South Parking Lot
North Parking Lot
- Bartlett Fire Protection District
Project Management
Station No. 3
- Hilltop Ministry Center
Project Management
Church and Community Center

JEROME J. AULISIO, AIA
Principal

Special Qualifications

As the former Director of Interior Design and Principal of a nationally known, Chicago-based architectural firm, Jerry has directed and managed the planning, design, contract document preparation and construction administration of over 7 million square feet of office and commercial space. A registered architect with 35 years of experience, he has served as the primary client contact for commercial and institutional projects throughout the country. A founding principal of the AT Group, Jerry directs the company's efforts in program development, consultant selection and negotiation, field administration, construction scheduling and budgeting.

Academic Experience

University of Notre Dame
Bachelor of Architecture, 1974
Rome Studies Program, 1971

Professional Registrations & Affiliations

Registered Architect
Illinois and Wisconsin

American Institute of Architects

Illinois Park and Recreation Association

Building Officials and Code Administrators

Building Commissioner
Glenview Park District

Commissioner
Appearance Review - City of Park Ridge

Project Experience

- Glenview Public Library
New Library Development
Glenview, Illinois
- Deerfield Public Library
Library Improvement Program
Deerfield, Illinois
- UICI Insurance Company
Corporate Office Expansion
Dallas, Texas
- Skokie Park District
Weber, Devonshire, Oakton, &
Little League Parks
Skatium Renovation
Skokie, Illinois
- Glenview Park District
Park Center
Park Services Facility
Administration Renovation
Roosevelt and Flick Pool Renovations
West Park Development
Glenview, Illinois
- Union League Club of Chicago
Master Plan Implementation
Chicago, Illinois
- Park District of Highland Park
Community Recreation Center
Highland Park, Illinois
- AMLI Commercial Properties, LLC
Amhurst Industrial Center III
Windham Industrial Center III
Parkway Industrial Center III
The Offices at Windham Lakes
Congressional Professional Center II