Winnetka Village Council
Regular Meeting
Winnetka Police Department
410 Green Bay Road
Tuesday, February 21, 2012
7:30 p.m.

Emails regarding any agenda item are welcomed. Please email rbahan@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

1) Call to Order
2) Pledge of Allegiance to the Flag
3) Quorum
   a) February 28, 2012 Budget Meeting
   b) March 8, 2012 Rescheduled Regular Meeting
   c) March 13, 2012 Study Session
4) Approval of Agenda
5) Consent Agenda
   a) Village Council Minutes
      i) January 10, 2012 Rescheduled Regular Meeting....3
      ii) January 10, 2012 Study Session....9
   b) Warrant Lists Nos. 1737 and 1738....11
   c) Resolution R-1-2012: Approving and Authorizing Release of Executive Session Minutes – Adoption....12
   d) Chlorine Scrubber Bids....15
6) Stormwater Update
   a) Proposed Stormwater Tunnel Project: Coastal Engineering Contract....17
   b) Sanitary Sewer Evaluation Survey....55
7) Ordinances and Resolutions
8) Public Comment
9) Old Business

10) New Business

(Materials Previously Distributed to Council)	Text Pages	Budget Detail (Tab 15)
a) Budget Review: Community Development	32-36	24-25
b) Budget Review: Electric	42-44	43-55
c) Budget Review: Water	45-47	56-63
d) Follow-up Discussion		

11) Reports

12) Appointments

13) Executive Session

14) Adjourn

NOTICE

All agenda materials are available at www.villageofwinnetka.org *(click Council and then Current Agenda)*, the Reference Desk at the Winnetka Library, or in the Manager's Office at Village Hall (2nd floor).

Videos of the Regular Village Council meetings are televised on Channel 10, Mondays, Wednesdays, and Fridays at 7:00 p.m. Videos of the meeting may also be viewed on the Internet via a link on the Village's web site: www.villageofwinnetka.org.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Liz Rosenthal, at 510 Green Bay Road, Winnetka, Illinois 60093, (Telephone (847) 716-3540; T.D.D. (847) 501-6041).

MINUTES
WINNETKA VILLAGE COUNCIL
RESCHEDULED REGULAR MEETING
January 10, 2012

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Police Department at 410 Green Bay Road, on Tuesday, January 10, 2012, at 7:30 p.m.

1) Call to Order. President Tucker called the meeting to order at 7:32 p.m. Present: Trustees Arthur Braun, Gene Greable, Bill Johnson, Richard Kates, Chris Rintz and Jennifer Spinney. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Katherine Janega, Community Development Director Mike D'Onofrio, Public Works Director Steve Saunders, Director of Water & Electric Brian Keys, and approximately 25 persons in the audience.

2) Pledge of Allegiance. President Tucker led the group in the Pledge of Allegiance.

3) Quorum.

   a) January 17, 2012, Regular Meeting. All of the Council members present indicated that they expected to attend.

   b) February 7, 2012, Regular Meeting. All of the Council members present indicated that they expected to attend.

4) Approval of the Agenda. Trustee Johnson, seconded by Trustee Spinney, moved to approve the Agenda. By roll call vote. the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, Rintz and Spinney. Nays: None. Absent: None.

5) Consent Agenda

   a) Village Council Minutes.

      i) December 13, 2011, Study Session.

   b) Warrant Lists Nos. 1731 and 1732. Approving Warrant List No. 1731 in the amount of $1,043,925.65, and Warrant List No. 1732 in the amount of $442,303.92.

   c) Change Order: Lead Service Replacements. Authorizing the Village Manager to execute a change order with Rick's Sewer and Drainage in the amount of $36,765 for the replacement of lead water services through March 31, 2012, at the unit prices contained in Bid #011-002.

   d) Change Order: Bid #11-018 – Trapp Lane Improvement Costs. Authorizing a $53,260.14 change order for the Trapp Lane Roadway and Utility Improvements project.

   e) Change Order: Primary Cable. Authorizing the Village Manager to award a change order to the Okonite Company in the amount of $81,961 for the purchase of primary cable at the unit prices bid, subject to the contract conditions.

f) Change Order: Secondary Cable. Authorizing the Village Manager to award a change order to Wesco in the amount of $61,497 for the purchase of secondary cable at the unit prices bid, subject to the contract conditions.

Trustee Johnson, seconded by Trustee Braun, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, Rintz and Spinney. Nays: None. Absent: None.

6) Stormwater Update. Mr. Saunders reported that Staff would be meeting with the Executive Director of the MWRD in an effort to better understand the permitting process and how best to present the project to the MWRD board. He informed the Council that the RFP for a sanitary sewer study authorized in December was now on the street and seven firms have picked up packets. He said he hopes to bring a recommendation back to the Council in February. Finally, he noted that the upcoming Capital Improvements Plan will include some significant stormwater improvement projects reflecting the work already done by the Council. It will lay out plans to prioritize the various projects and begin engineering and implementation planning. He indicated that in the coming year, the Council needs to evaluate financing options to set up a funding stream for the future, study other areas of the Village that have flooding issues that need to be addressed, determine the level of protection that it feels is appropriate, and agree on an implementation strategy. Mr. Saunders then responded to questions from the Council and audience members.

Debbie Ross, 921 Tower Rd., urged the Village to further investigate green infrastructure technology, i.e. bio swales, to complement those already discussed.

Tom Barron, 1284 Trapp Lane, thanked Staff for his patience, professionalism, and courtesy in facilitating the transfer of Trapp Lane to the Village. He encouraged residents living on other private streets lacking adequate storm sewers to pursue the same path to help mitigate the impact on adjacent neighborhoods.

7) Ordinances and Resolutions.

a) Ordinance M-1-2012: Landmark Designation: 545 Oak Street – Introduction. Mr. D'Onofrio reviewed the Preservation Commission's recommendation to designate the subject residence a local landmark. He reported that the property had received an overall score of 80.4, resulting in a "unique" rating under the adopted System for Evaluation of Landmarks. The home is the current residence of former Village President Louise Holland and is listed on the National Register of Historic Places.

President Tucker commented on the beauty of the home and encouraged other homeowners to consider participating in the Village's voluntary landmarking program to help preserve some of the old structures that are a part of the Village's history.

Mark Hecht, 1096 Spruce St. questioned some of the provisions of the Landmark Ordinance. Attorney Janega responded with clarifications and emphasized that it remains a completely voluntary program.

Trustee Braun, seconded by Trustee Spinney, moved to introduce Ordinance M-2-1012. By voice vote, the motion carried.

b) Ordinance M-2-2012: Special Use Permit and Zoning Variations: @ Properties, 30 Green Bay Road – Introduction. Noting that this item had been discussed at length at

the December 20th Council meeting, Mr. D'Onofrio briefly summarized the request for a Special Use Permit and two zoning variations to allow for the construction of a 1,000 sq. ft. addition at the rear of the existing one-story building.

John Louis, Director of the Massage Therapy Center at 40 Green Bay Road, reiterated his objections to the proposed expansion on the grounds that it will create additional parking problems for customers and employees. He referred to a letter submitted to the Council including a parking study performed by Desman Associates and a list of brokers in @Properties Winnetka office.

Scott Sandy, representing Northern Trust Bank, expressed his frustration with the parking situation as well.

Attorney Janega pointed out that the official record on this matter was closed at the end of the Zoning Board hearing and nothing has been submitted asking for the record to be reopened. She explained that the last meeting was the deadline for filing a written protest under the Special Use Permit Ordinance and noted that neither the applicant nor Staff had been advised that any new information was going to be presented at this meeting. She noted that the draft ordinance was prepared based on the official record, including the findings of the KLOA parking study. She said that the Objector(s) must present a reason why they failed to present their information at the ZBA hearing, which they attended. She added that should the Council decide to reopen the record based upon Mr. Louis' objections, then the matter would have to return to the Zoning Board. She opined that doing so at this juncture would be a departure from the Village's procedures.

Noting that it would be a deviation of practice and policy and that Mr. Louis has not presented any information not already considered by the lower boards and the Council, President Tucker recommended that the Council not reconsider this matter at this time.

After a lengthy discussion, Trustee Greable, seconded by Trustee Spinney, moved to introduce Ordinance M-2-2012. By voice vote, the motion carried, with one objection.

c) Resolution R-2-2012: New Trier Partners – 718-732 Elm Redevelopment: Consent to Proceed with Conditional Purchaser – Adoption. In summarizing this request President Tucker reported that on April 8, 2009, the Village Council adopted Ordinance M-6-2009, granting preliminary approval to New Trier Partners for a planned development to replace buildings on Elm Street and Lincoln Avenue, known as the "Fell Property Redevelopment." New Trier Partners is now exploring alternatives to the preliminarily approved Fell redevelopment and is seeking the Council's approval to (1) proceed with an application to amend its proposed development, and (2) convey the Elm Street portion of the property to First American Properties, LLC for construction if a proposed modified plan is approved.

Attorney Janega explained that this request is a procedural first for the Village, as the New Trier Partners development that was preliminarily approved was the first planned unit development in the Village. She explained that there are only two issues for the Council to consider this evening, that only one is for formal action, and that neither would bind the Council going forward. First, the developer is very informally trying to take the temperature of the Council to determine whether it is worth it to them to put forth the effort and expense to go through the formal amendment process seeking

approval of an amended plan based on their new concept. Secondly, because of the way the original ordinance was constructed, it is necessary for the Council to approve the transfer of the subject property to a third party, so that the parties can proceed with assurance that they are not in violation of the original ordinance. Resolution R-2-2012 expresses the Council's consent for New Trier Partners and First American Properties to proceed with an amended application while fully reserving the Council's right to grant or deny approval of the proposed amended development.

Commenting on a letter of objection filed by resident Frank Petrek, Attorney Janega stressed that there is presently no formal proceeding formally before the Council that affects any application because no application has been filed. She then responded to questions from the Trustees.

Steve Elrod, attorney for New Trier Partners, spoke on their behalf. Mr. Elrod expressed his clients' excitement at having found a way to quick start the redevelopment of downtown Winnetka. He remarked that Ms. Janega had presented the situation accurately and protected the Village's interests, and went on to acknowledge that New Trier Partners agrees to and understands everything as set forth by her.

Mike Klein, a principal of New Trier Partners and 17-year Winnetka resident, also spoke on behalf of their request to consent to the transfer, saying that NTP is resolved to develop a fine project for the Village to improve what is currently on the property. He introduced Wayne Moretti from First American Properties, who presented his qualifications and summarized First American's experience and expertise in similar ventures.

Noting that this project has been a contentious one, Michael Levitan, 507 Cedar, applauded NTP for exploring new possibilities for its development, expressed hope that the whole process would be started all over, and voiced continued concern about traffic, congestion, and parking in the area of the proposed development.

Mark Hecht, 1096 Spruce Street, spoke in opposition to consideration of Resolution No. R-2-2012 and in support of Mr. Petrek's objections.

Ann Wilder, 1096 Spruce Street, also expressed concern about the process.

Richard Soble, whose father was the architect of the original Fell building, said his family is pleased that it appears that the award-winning property is going to be preserved and expressed appreciation to the developers for this move.

Mr. Elrod stated for the record that the Fell property is to remain as it is and will be developed only in accordance with the C-2 zoning district in which it is located.

Ms. Janega reiterated that the change that the developers are requesting is a substantial deviation from the original, with public notice and public hearings in front of the lower boards being required before it would come before the Council for consideration. She stressed that, if the developers choose to proceed and file an amended application, they will have to go back to the beginning of the process for however long that takes. She added that that process has not begun and that the Council is not being asked to approve anything on a new development.

President Tucker confirmed that if the developers move forward and file a formal application, that application will go before the lower boards with a clean slate. If that process falls apart, then the old ordinance is still in play.

Mr. Elrod commented that the developers understand that none of the exceptions granted in the original ordinance will survive under a new application.

Trustee Kates stated that he is not concerned about approving the subject resolution as the whole process will start over anew if the developers choose to file an amended application. He agreed with Mr. Levitan's concerns about the parking, traffic, and congestion and said that this is something that the developers need to consider, along with the height of the building, which was also an area of controversy. He expressed no concerns about the building becoming rental units. Finally he requested more detailed financial data on First American Properties.

Trustee Rintz expressed empathy for the situation in which the developers find themselves in this economy and acknowledged the difficulty of the process. He voiced no concerns about either the subject resolution or First American Properties, saying that they have the capacity to complete the project, and he said he had no objections to the building becoming rental units. He said he fully supported Mr. Kates' comments on parking, but added that in his opinion the Village's current parking requirements are ridiculous for an infill, town center development. He also concurred with Mr. Levitan's concerns about density and traffic on Elm Street. He observed that the preliminary architecture presented is not of the quality that was originally agreed to and said that he expects to see a top quality, highly detailed and well thought out building to be proposed. He indicated regret about the loss of the Lincoln Avenue frontage and expressed the desire to know what NTP has in mind for completing the balance of the downtown project that the Council bought into.

Trustees Johnson and Spinney expressed agreement with the previous comments about parking and traffic congestion, height of building, and density of units.

Noting that he was one of the Trustees who favored the original Fell development project, Trustee Greable opined that the lack of development in Winnetka must come to an end, particularly in the commercial districts. He indicated no objection to rental units, but agreed with the other Trustees about parking, congestion, and design. He urged the developers to move forward and let the next Council consider their application in due course.

Trustee Braun indicated that he could not vote in favor of the subject resolution until such time as the design is further fleshed out, but encouraged the developers to proceed with their application.

Trustee Greable, seconded by Trustee Spinney, moved to adopt Resolution R-2-2012, with an amendment permitting the developers 60 days within which to file their application as requested by the developers. By roll call vote, the motion carried. Ayes: Trustees Greable, Kates, Johnson, Rintz and Spinney. Nays: Trustee Braun. Absent: None.

8) Public Comment and Questions. None.

9) Old Business. None.

10) New Business. None.

11) Reports

a) Village President. None.

b) Trustees.

i) Trustee Greable reported on his recent attendance at the Winnetka Historical Society and Chamber of Commerce meetings

c) Attorney. None.

d) Manager. None.

12) Appointments. None.

13) Executive Session. None.

14) Adjournment. Trustee Spinney, seconded by Trustee Johnson, moved to adjourn the meeting into Study Session. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, Rintz and Spinney. Nays: None. Absent: None. The meeting adjourned at 10:40 p.m.

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Recording Secretary

MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION

January 10, 2012

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Police Department at 410 Green Bay Road, on Tuesday, January 10, 2012 at 10:45 p.m., immediately following the rescheduled regular meeting of the Village Council.

1) Call to Order. Apologizing to the audience for the lateness of the hour and thanking them for staying, President Tucker called the meeting to order at 10:45 p.m. Present: Trustees Arthur Braun, Gene Greable, Bill Johnson, Richard Kates, Chris Rintz and Jennifer Spinney. Absent: None. Also in attendance: Village Manager Robert Bahan, Village Attorney Katherine Janega, Michael D'Onofrio Director of Community Development and approximately 14 persons in the audience.

2) Reports to Council From Land Use-Related Lower Boards and Commissions. President Tucker invited the members of the lower boards in attendance to introduce themselves to the Council.

   Design Review Board. DRB Chairperson John Swirk addressed some of the communication and coordination issues that arise among the land use boards, especially in the case of special use permits. He suggested that the Zoning Board hearings be held before other bodies meet, so interested neighbors would have notice of the application before any other meetings are held, and also suggested holding joint Zoning Board and DRB meetings. He also recommended that plan revisions proposed by one board be communicated to the other boards as part of the approval process. Mr. Swirk stressed the need for building permit applicants to be aware of DRB requirements, suggested that information could be easily accessible on the Village's website, and commented that enforcement is an issue when work is being done without a permit or not in accordance with design guidelines.

   Business Community Development Commission. Former BCDC Chairperson Cicely Michalak, reported that the BCDC is very focused on communication, both internal and external, expressed the hope that the Village's new website will be in place soon, and urged the Council to move forward with downtown revitalization, especially a downtown master plan. She also raised the issue of hiring a dedicated economic development professional. Terry Dason, Executive Director of the Chamber of Commerce, commented on the business retention visits currently being conducted by the BCDC/Chamber/Village staff.

   Environmental and Forestry Commission. EFC Chairperson Debbie Ross reported on the Committee's initiatives and expressed the desire to work with the Plan Commission on incorporating green infrastructure improvements, especially with regard to stormwater. She expressed the Committee's desire to develop a sustainability plan to comprehensively address green issues.

   Zoning Board of Appeals. ZBA member Joni Johnson agreed with Mr. Swirk's comments about combining the PC, ZBA and possibly DRB hearings as a way of streamlining the process and improving communication. She also mentioned the need to re-examine and perhaps tighten maximum permeable surface limits in light of recent stormwater flooding.

Plan Commission. Chairperson Becky Hurley voiced strong support for incentivizing green infrastructure and making communication a high priority. She remarked that it is the Plan Commission's goal to keep the Village's Plan up to date and maintain consistency, in light of changing conditions, changing Council terms. She noted that, at the Council's direction, the Commission has devoted extensive time and effort on Affordable Housing and residential design guidelines, and is now looking for direction on developing a commercial area strategic plan. Ms. Hurley voiced some frustration that the Council has failed to follow through on some of the major initiatives brought to it by the Plan Commission.

Landmark Preservation Commission. LPC Chairperson Louise Holland reported that the Commission has met with continued frustration over requests to demolish significant historic homes. She suggested that the Village consider amending its ordinances to provide for a longer delay before granting demolition permits for such houses and asked that developers not be permitted to advertise new homes for sale on properties before a demolition permit for the existing home has been issued. She also suggested that homes that are subject to an HAIS be required to be publicly listed for sale on the open market for a minimum of 100 days.

3) Public Comment. None.

President Tucker once again thanked the committee representatives for their time, patience, and service to the community.

4) Executive Session. Due to the lateness of the hour, no Executive Session was held.

5) Adjournment. Trustee Johnson moved to the Study Session. The motion was seconded by Trustee Spinney. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, Rintz and Spinney. Nays: None. Absent: None. The meeting adjourned at 11:45 p.m.

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Recording Secretary

AGENDA REPORT

SUBJECT: **Warrant Lists Nos. 1737 and 1738**

PREPARED BY: Robert Bahan, Village Manager

DATE: February 17, 2012

Warrants Lists Nos. 1737 and 1738 are enclosed in each Council member's packet.

Recommendation: Consider approving Warrants Lists Nos. 1737 and 1738.

AGENDA REPORT

Subject: **Resolution R-01-2012**
Authorizing the Release of Executive Session Minutes

Prepared By: Mary Ivins

Date: February 16, 2012

Pursuant to the Open Meetings Act, the Village Council is required to examine and approve minutes of Executive Sessions and to release Executive Session minutes that no longer require confidentiality.

The Open Meetings Act also requires the Village Council to record its executive sessions and retain those verbatim recordings for 18 months, after which they may be destroyed, provided meeting minutes have been approved and the destruction of the recordings is approved as well. As with the minutes, the availability of the verbatim recordings for disclosure to the public requires specific authorization or consent to disclosure.

Resolution R-01-2012 has been prepared for the Council's consideration and covers the release of Executive Session minutes that are no longer required for confidentiality through January 10, 2012.

Please note that the resolution indicates the need to retain the confidentiality of 6 sets of minutes due to continuing litigation matters. In addition, although the resolution does not authorize the destruction of any audio recordings, it specifically states that the Council is not authorizing or consenting to the public disclosure of the verbatim recordings of its executive sessions.

Recommendation:

Consider adoption of Resolution No. R-01-2012, releasing Executive Session minutes for which confidentiality is no longer required.

RESOLUTION NO. R-01-2012

A RESOLUTION
DETERMINING THAT THE MINUTES OF CERTAIN CLOSED MEETINGS
OF THE COUNCIL OF THE VILLAGE OF WINNETKA
NO LONGER ARE REQUIRED TO BE KEPT CONFIDENTIAL

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Council of the Village of Winnetka (the "Village Council") is a public body, as defined in Section 1.02 of the Illinois Open Meetings Act; and

WHEREAS, Section 2.06(d) of the Open Meetings Act requires the Village Council to periodically determine and report as to whether the need for confidentiality still exists as to the minutes of the closed sessions of the Council; and

WHEREAS, the Village Council has examined the minutes of closed sessions held from April 26, 2011, through January 10, 2012; and

WHEREAS, the Village Council has determined that, with the exception of the closed sessions held on the dates set forth in Section 3 of this Resolution, the minutes of all closed sessions of the Council held through January 10, 2012, no longer require confidential treatment and should be made available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Winnetka as follows:

SECTION 1: The foregoing recitals are hereby incorporated as the findings of the Council of the Village of Winnetka ("Village Council"), as if fully set forth herein.

SECTION 2: The Village Council hereby publicly discloses its approval of minutes of all closed session meetings or closed session portions of meetings occurring on or before January 10, 2012; and

SECTION 3: The Village Council find and determine that a need for confidentiality still exists as to the minutes of the following closed session meetings of the Village Council:

July 5, 2011	September 20, 2011
July 19, 2011	November 8, 2011
September 13, 2011	November 15, 2011

SECTION 4: With the exception of the closed sessions held on the dates set forth in the foregoing Section, the minutes of all closed sessions of the Council held through January 10, 2012, no longer require confidential treatment and should be made available for public inspection.

SECTION 5: Nothing in this Resolution shall be construed as either: (a) a determination that any of the verbatim recordings of any closed session of the Village Council, including the closed sessions listed in Section 3 of this Resolution, no longer require confidential treatment, or (b) the consent of the Village Council to the disclosure of such verbatim recordings.

SECTION 6: This Resolution shall take effect immediately upon its adoption.

ADOPTED this 21st day of February, 2012, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

_____
Village President

Countersigned:

_____
Village Clerk

AGENDA REPORT

Subject: **Chlorine Scrubber Installation Bids, Water Plant**

Prepared by: Brian Keys, Director Water & Electric

Ref.: October 18, 2011 Council Meeting, pp. 10-11

Date: February 16, 2012

The Water & Electric Department requested bids (Bid #012-001) for the installation of the pad, ductwork, controls and electric connections required to install a dry media chlorine scrubber unit at the water plant. Installation of a chlorine scrubber unit was identified in the *2008 Long-Term Water Plant Improvement Plan* as a safety improvement that may be required with future regulations. In the event of an unintentional chlorine release, the scrubber unit neutralizes the gas to maintain safety of the site and mitigate the consequences of a release.

The engineering firm, Rezek, Henry, Meisenheimer & Gende (RHMG) and staff previously recommended a dry media scrubber unit manufactured by PureAir Filtration for this application. The purchase of the scrubber unit was awarded at the October 18th, Council Meeting. The scrubber is scheduled for delivery in the third week of March.

The bid specification contains the supporting mechanical work to install the device such as pad construction, placement of the scrubber unit, ductwork, controls and the associated electrical connections. A bid notice was published in the Pioneer Press and bid notices were sent to twelve contractors. A mandatory pre-bid meeting was held at the water plant on January 25th. The following companies submitted bids:

Company Name	Bid
Manusos General Contracting Inc.	$77,711.00
Joseph J. Henderson & Sons Inc.	$92,500.00
Independent Mechanical Industries Inc.	$98,460.00

The Village's engineering firm, RHMG reviewed the bids for compliance to the bid specification. All bidders were deemed "responsive" with respect to providing the required information (i.e. bid bond, etc.) and attendance at the pre-bid meeting. The lowest bid was submitted by Manusos General Contracting Incorporated. This contractor has previously completed concrete work for the Village on the Pubic Works Administration Building project and the Water & Electric Department's Northfield substation. Feedback on the contractor's performance for these projects was mixed. Of significance, one area of concern was the contractor's adherence to critical path deadlines.

As a result of this feedback and the difference in bid amounts, staff and the design consultant met with Manusos' representative, the project superintendent. The contractor's superintendent displayed a clear understanding of the project, coordination requirements, confirmed their

submitted bid amount, and was receptive to the Village's feedback regarding prior projects. Staff also initiated additional inquiries with other municipalities that have used Manusos General Contracting. Each of the entities provided positive feedback on their performance. In addition, RHMG is currently working with Manusos General Contracting on a different project and has provided positive feedback on their job performance to date.

Staff recommends accepting the lowest qualified bid that meets the bid specification, which is Manusos General Contracting Inc. The Village Council has previously approved a purchase order for $72,500 for purchase of the scrubber unit. The FYE 2012 Budget for the Water Department (account #52-66-640-324) contains $235,000 for the chlorine scrubber project. Due to the timing of the project's completion and final retention payout, the proposed FYE 2013 budget contains $55,000 for this project.

Recommendation:
Consider authorizing the Village Manager to issue a purchase order to Manusos General Contracting Inc. in the amount of $77,711 for the installation of the chlorine scrubber unit in accordance with the terms and conditions of Bid #012-001.

Agenda Report

Subject: **Stormwater Update – February 21, 2012**

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

Date: February 15, 2012

Willow Road Stormwater Tunnel Project: Coastal Engineering Contract. A key component of the Willow Road Stormwater Tunnel is the design of the outlet structure to Lake Michigan. This structure must be designed with multiple factors in mind. It must reduce outlet velocity to safe levels; it must control erosion and prevent pollution; it must not contribute to beach degradation; it must withstand wave and ice action; it must not interfere with navigation or other uses of the Lake; and it must be aesthetically acceptable. Given that this is a significant challenge, in the unique setting of a coastal environment, staff is seeking a sub-consultant from the specialized discipline of coastal engineering to provide conceptual designs and cost estimates for this structure.

Two firms have submitted fee proposals on the project. A third firm, Montgomery Watson Harza (MWH), declined to submit a proposal for consideration. Shabica and Associates is a local firm (Northfield, IL) that specializes in shore protection projects. They have done many of the beachfront projects for local residents, and have worked with the Village and the Park District in the past. Shabica and Associates have proposed a fee of $5,000 for "review of plans by others and coastal design options and/or outfall options for an approximately 8' stormwater outfall into Lake Michigan. Includes necessary meetings with the Village, engineers, neighbors, community representatives and/or regulators."

Baird and Associates is a large international firm – with offices in Chicago – that boasts a wide array of significant coastal projects. They have proposed a more robust scope of work in keeping with a true conceptual design study, but at a commensurate fee of $24,550. I think it would be in the Village's interest to proceed with Baird on our team as we continue to develop the tunnel project. I believe this fee is reasonable for the scope involved and considering the importance of this particular aspect of the project, having a deeply experienced "heavy-hitter" evaluating and designing a significant piece of the project will pay rich dividends down the road. A copy of the fee proposal is attached. The fee for this work falls within staff's purchasing authority, however given the importance of the project I wanted to obtain Council concurrence on proceeding.

Willow Road Feasibility Study. As the feasibility study on the Willow Road tunnel project continues, one of the concepts encouraged by the Illinois EPA and the Metropolitan Water Reclamation District is the idea of conveying flows from smaller storms, and the "first flush" flows from larger storms, west to the Skokie River through the existing outfall and pump station. This would significantly address water quality issues for the discharge to the Lake from the western watershed, and would also contribute to maintaining low-flow volumes in the North Branch watershed. As currently

conceived, the project does not include such plans, and additional engineering work is required to evaluate and conceptually design a diversion structure to accomplish this. Staff has authorized expenditure of up to $13,200 with Christopher Burke Engineering to prepare preliminary designs for this structure, to work with Baird and Associates to complete the conceptual design for the outfall structure, and to prepare a final feasibility report for the Council. A copy of the proposal for this work is attached.

Recommendation:
Informational Report.

Baird

oceans

engineering

lakes

design

rivers

science

watersheds

construction

Willow Road Stormwater Relief Tunnel

Outfall Conceptual Design Study

January 24, 2012
P11962.100

Navigating New Horizons

January 24, 2012

Village of Winnetka
Attn: Mr. Steven Saunders, P.E.
Director of Public Works
1390 Willow Road
Winnetka, IL 60093

Baird

Baird & Associates
2981 Yarmouth Greenway Drive
Madison, Wisconsin 53711 USA
T. 608 273 0592
F. 608 273 2010

oceans
engineering
lakes
design
rivers
science
watersheds
construction

Re: Willow Road Stormwater Relief Tunnel – Outfall Feasibility Study

Dear Mr. Saunders:

Thank you for the meeting on January 16, 2012 to discuss the Stormwater Relief project. We look forward to the opportunity to work with you and Christopher Burke Engineering Ltd. (CBBEL) on the conceptual design and implementation of this important project. We have prepared a proposal for the outfall conceptual design study, as detailed below.

Project Understanding

Based upon our discussions, we understand that the Village of Winnetka (Owner) is planning a stormwater relief project that involves the construction of an eight foot diameter storm sewer underneath Willow Road from Glendale Avenue to Lake Michigan. A project feasibility study is scheduled to be completed by May, 2012. Permitting, final design and construction phases are not part of this scope of work.

CBBEL is the lead engineering consultant for this project. Preliminary meetings with the regulatory agencies (Metropolitan Water Reclamation District, Illinois EPA, Illinois DNR, and US Army Corps of Engineers) did not identify any major concerns with the new stormwater outfall into Lake Michigan currently proposed at the eastern end of Willow Road; however, it is unknown if any technical studies or a monitoring program will have to be performed as part of the permitting process (anticipated to start in 2013).

Baird's primary contribution to the project will be a conceptual design study, to develop conceptual design options for the proposed outfall.

Scope of Services

We suggest proceeding with a conceptual design phase to determine the overall framework and site concepts prior to proceeding with detailed site investigations, engineering, and design (to be provided under a separate proposal, at a future time). The following scope of services is for conceptual design phase activities only. If required during the permitting process, supporting technical studies such as water quality computer modeling, sediment transport, etc. can be provided in a separate proposal.

Baird

Site Visit

We will conduct a site visit to review existing site conditions, perform limited field measurements, and collect detailed photographs of the Willow Road eastern end and the existing two outfalls located north and south of Willow Road, respectively. We will discuss site opportunities, preliminary alternatives, and verify project budget and schedule shortly after the proposal acceptance.

We also plan to collect site information for the existing coastal structures in the immediate vicinity of the eastern end of Willow Road. We will review any available survey (topographic and bathymetric) and geotechnical information in the project area along with drawings, if available, for the existing two outfalls. A topographic and bathymetric survey is not part of this scope of work.

We assume that any available survey data can be submitted to Baird in electronic format, and that flow data for the design storm is available.

Preliminary Coastal Analysis

Baird will perform a preliminary coastal analysis to determine site-specific environmental factors that influence the outfall design concepts and costs of proposed improvements. This analysis will include a preliminary evaluation of wind, wave, water level, and sediment transport conditions at the site.

Reference design criteria and conditions for the proposed outfall in the nearshore area will be summarized from our in-house database.

Conceptual Design Alternatives

Concurrent with the preliminary coastal analysis, Baird will develop up to three preliminary conceptual design alternatives. The alternatives will be presented in simple plan view graphics in adequate detail to convey the design concept. Each concept will be accompanied by a written discussion, advantages/disadvantages, and comparative statements of probable construction costs.

We suggest a meeting with the regulatory agencies to discuss the conceptual design alternatives and determine the preliminary concept feasibility; we will then summarize the input received and further screen the alternatives accordingly. This information will be transmitted to the Owner in advance of a project meeting. Following a short review period, Baird will attend the meeting and present the concepts in detail. The intent will be to select a concept or combination of desired attributes to allow for the preparation of a single consensus alternative.

Based upon the direction received at the project meeting, Baird will prepare a single conceptual plan, cross-sections, provide a written discussion of the concept, and revise the itemized statement of probable construction cost. Simple engineering calculations will be performed for the selected plan. The plan will be presented to the Owner for comment. Minor revisions will be incorporated based upon the meeting and a letter report, conceptual drawings, and statement of probable construction costs will be provided.

Baird

Qualifications and Experience

Baird has extensive qualifications and experience with providing the professional services described above with a special emphasis on the Great Lakes and this particular location of Lake Michigan. Please visit our website at www.baird.com for a detailed description of our qualifications, experience, and similar projects.

Our Project Team will primarily consist of the following staff:

Lars T. Barber, RLA - Principal-in-Charge and Senior Client Service Manager

Dan Veriotti, PE - Project Manager and Project Coastal Engineer

Ben Yahr, RLA - Project Designer/Landscape Architect and Drawing Preparation

Please see attached resumes for detailed information regarding our Project Team.

Draft Schedule

The following schedule is for discussion purposes and is dependent upon the award of a contract for the work (assumed February 2012), and timely reviews and responses.

Task	Estimated Completion
1. Site Visit	February 2012
2. Preliminary Coastal Analysis	February 2012
3. Conceptual Alternatives	March through April 2012

Cost of Professional Services

We propose to provide the professional services outlined above for a fixed fee of $24,550. These fees include all labor and expenses associated with the completion of the work. If any other additional services are requested, they will be invoiced in accordance with the attached 2012 standard fee schedule. We will not proceed with any additional services without the prior written consent of the Owner.

Monthly invoices will be issued based upon percent complete with payment due within 30 days.

If this scope of services, cost, and schedule are agreeable to you, we require that a standard form of agreement be executed between the Owner and Baird. We believe we can complete the services described within the schedule proposed above, subject to receipt of the signed contract for the work (assumed by February 24, 2012).

Baird

Following your review and consideration of this proposal, please do not hesitate to contact us should you have any questions or require any clarifications. We look forward to working with you on this exciting project.

Sincerely,
Baird & Associates

Lars T. Barber, RLA
Principal

Dan Veriotti, M.S., PE
Project Manager, Associate

P11962.100

APPENDIX A
RESUMES

Lars T. Barber, RLA

Principal **W.F. Baird & Associates**

Profile

Mr. Barber has worked on a variety of projects over the past 34 years involving numerous aspects of waterfront planning and design. His key skills include site analysis, master planning, feasibility studies, cost estimates, design, and construction administration. Mr. Barber has participated in and directed public participation workshops dedicated to waterfront planning and design and has extensive experience in working with agencies to obtain regulatory approval.

Locations where Mr. Barber's skills have been applied include the Great Lakes, Caribbean, Mississippi, Ohio and Missouri Rivers, and inland lakes and reservoirs throughout the Midwestern United States.

In addition, Mr. Barber is the Principal-in-Charge of the Madison office responsible for day-to-day operations and directs all business development activities.

Education

B.Sc., Landscape Architecture, University of Wisconsin - Madison, 1977

Professional Affiliations

Registered Landscape Architect, State of Illinois
Registered Landscape Architect, State of Minnesota
Registered Landscape Architect, State of Wisconsin
Member - American Society of Landscape Architects

Experience

Gateway Harbor
Chicago, Illinois
Program Manager for a world-class, 250-slip marina located in Chicago Harbor, adjacent to Navy Pier. Coastal engineering services included the review of extensive coastal reports, numerical modeling studies, participation in a physical model study, constructability issues and cost estimates. Dockage design included the review of alternative dockage layouts, detailed plans, sections, details, specifications and costs. Estimated project costs exceed $16M.

31st Street Harbor
Chicago, Illinois
Program Manager for all coastal engineering activities and dockage design for a 950-slip marina located on Lake Michigan in South Chicago. Coastal activities included the review of extensive coastal reports, numerical modeling studies, participation in a physical model study, constructability issues and cost estimates. Dockage design included the review of alternative dockage layouts, detailed plans, sections, details, specifications and costs. Estimated project costs exceed $100m. In addition, served as Project Manager for providing full-time specialty construction services during the installation of the rubblemound breakwater. The breakwater is one of the largest on the Great Lakes extending over 3000 lf and containing over 500,000 tons of stone. Estimated project cost exceeds $30 million.

Diversey to Fullerton Avenues
Chicago, Illinois
Project designer and quality control manager for approximately 2,000 lf of shore protection on Chicago's north side and several acres of park improvements. Proposed improvements consist of a 60-ft-wide concrete terraced revetment that is accessible to the public, a new bike path and landscape berm to control flooding. A significant effort was undertaken to protect mature trees and maintain bicycle and pedestrian circulation during the construction process. The project cost was $14M.

Northerly Island
Chicago, Illinois
Project Designer responsible for the conceptual design of over 1 mile of Lake Michigan shoreline. Proposed improvements included: enhancement of an existing perched swimming beach, design of additional sand and cobble beaches, pedestrian overlook plazas, steel sheet /concrete shore protection systems and offshore islands. A wide variety of concepts where developed with costs ranging between $50M and $90M.

2016 Olympic Games
Chicago, Illinois
Project Manager for the preparation of a feasibility study to incorporate modifications to the existing government breakwaters in Monroe Harbor to accommodate the rowing venue for the 2016 Olympic Games. Coastal, structural and geotechnical engineering services were provided including comprehensive wind, wave and water levels analyses followed with extensive numerical modeling and design of proposed alternatives. Estimated costs of modifications are approximately $80M. Additional conceptual designs and cost estimating services were provided for the sailing, kayaking and triathlon venues.

Pier Head Super Yacht Harbor
Bridgetown, Barbados
Project Manager responsible for the final design and preparation of construction documents for a new super yacht harbor that will accommodate over 70 super yachts ranging in size from 80-200+ feet in length. A full range of design services from market analysis, to program development, through implementation will be provided. The facility will include unparalleled services and amenities found anywhere in the Caribbean. The main breakwater will be approximately 55 ft wide and 1500 ft long and will be extensively developed as an urban park. Estimated project costs exceed $50m.

Midwest Generation
Waukegan, Illinois
Client Service Manager for the site investigations, permitting and preliminary engineering for the creation of a four acre land extension in Lake Michigan to accommodate pollution control equipment for the Midwest Generation power company. Tasks included the evaluation of regional sediment transport analysis and the impacts of the proposed land extension on plant hydraulics. Participation in the regulatory process included the coordination and preliminary design of mitigation opportunities that recommends near shore islands to create habitat for the Common Tern.

Cat Island Habitat Restoration
Green Bay, Wisconsin
Project Designer and Manager for the development of a master plan to restore a historical island chain located in Green Bay. Islands were re-created utilizing clean excavated material from navigation channel maintenance. Shore protection was designed to provide aquatic and terrestrial habitat. The island chain provides wave protection for a regional wetland and wildlife area. The islands accommodate approximately two million cy of dredge material at an estimated cost of approximately $17 million and create over 140 acres of islands.

Forest Park Recreational Development
Lake Forest, Illinois
Project Architect for small harbor of refuge. Harbor included breakwaters, shore protection, a floating dockage system, two-lane launch ramp and two jib cranes to launch and retrieve sailboats. Responsibilities included the development of preliminary/final design and development of construction documents.

Dan Veriotti, P.E.

Coastal Engineer / Project Manager **W.F. Baird & Associates**

Profile

Mr. Veriotti has worked on various planning and design projects over the past 13 years. His expertise includes design and development for waterfront projects, coastal/civil engineering, hydrology/hydraulics, computer and physical modeling for coastal dynamics, surface water, pollutant transport, and water mixing processes. Primary project management responsibilities include waterfront design and development for marinas, harbors, shoreline protection structures, and water resources, as well as technical studies, structural analysis, and construction administration.

Mr. Veriotti worked on waterfront projects throughout the Great Lakes, the Mississippi River, various inland lakes as well as Singapore, Shanghai, and Malaysia.

Education

M. Sc., Coastal Engineering, University of Michigan
M. Sc., Civil Engineering/Water Resources, University of Michigan

Professional Affiliations

Registered Professional Engineer, State of Illinois
Registered Professional Engineer, State of Wisconsin
Registered Professional Engineer, State of Michigan
Registered Professional Engineer, State of Ohio
Registered Professional Engineer, State of Pennsylvania
Registered Professional Engineer, State of Indiana
Member of National and Michigan Society of Professional Engineers
Member of American Society of Civil Engineers
Member of ASBPA (American Shore and Beach Preserve Association)
Member of SAME (Society of American Military Engineers)

Experience

Toledo Harbor Islands Restoration
Toledo, Ohio
Project lead designer and costal engineer for the preliminary design and feasibility study of three habitat islands located in Maumee Bay, western Lake Erie Basin. The islands are designed to accommodate over 20M CY of maintenance dredged material removed from the federal navigation channel. The islands provide terrestrial and aquatic habitat opportunities. Services included coastal analysis, breakwater/revetment design, island location and layout, geotechnical analysis, constructability and cost estimating.

Cleveland Harbor RSM Section 204
Cleveland, Ohio
Project Manager for technical analysis and conceptual plan development to beneficially use dredged material from the federal Cleveland harbor navigational areas for ecosystem restoration opportunities. Services provided included technical analysis (water levels, wave climate, coastal engineering calculations for structure design), area location and layouts, geotechnical analysis, constructability and cost estimating.

Shoreline Restoration Alternatives
Indiana Dunes National Lakeshore, IN
Project Manager for technical analysis and plan development to restore 20 miles of shoreline between Michigan City and Gary, IN. Services provided included technical analysis (water levels, wave climate, and sediment transport) along with development of shoreline restoration options (beach nourishment, sediment by-pass plants, and shoreline erosion structures) with construction cost estimates.

Thermal Plume Analysis
Chesterton, IN
Project Manager for computer modeling studies of the Bailly-NIPSCO water discharge temperature distribution. Services provided included 2-and 3-Dimensional modeling analysis of the thermal plume, shoreline morphological analysis, conceptual design and cost estimates for outfall channel alternate options, and feasibility of re-locating the Lake Michigan plant water intake in deep water.

Water Intake Feasibility Study
Chesterton, IN
Project Manager for technical studies and porous dike intake conceptual design of the Bailly-NIPSCO water intake. Services provided included 2- Dimensional modeling analysis of the sediment transport and wave climate, shoreline morphological analysis, conceptual design and cost estimates for porous dike intake options

Marina Master Plan
Port Clinton, OH
Project Manager for the proposed Port Clinton transient marina (125 slips). Services provided included preliminary feasibility, Coastal conditions, conceptual design and cost estimates for marina harbor alternate options.

Lakefront Park
Portage, IN
Lead coastal engineer for final design, permitting, and construction administration of multi-use park ($10M) located at the confluence of Burns Waterway and Lake Michigan. This project involved rehabilitation of the existing federal breakwater west arm and the coastal bluffs, a new riverwalk fixed structures (approximately 2,000 feet long), a fishing pier, a new building and various recreational paths and beach access.

Rock Run Rookery
Joliet, IL
Project Manager for a multi-disciplinary team for a water resources-focused Preserve Park at the confluence of Rock Run and Des Plaines River. The project ($2M) included final design, permitting and construction administration for a trail system, boat launch, fishing piers, shelters, roadway improvements, and fixed boardwalk structures.

Northerly Island Master Plan
Chicago, IL
Coastal engineer for conceptual design and master planning of the island, including coastal protection structures, proposed Olympics concepts for whitewater course, and cost estimating for various selected island options ($100M to $200M). Analysis of wind wave climate and selection of design criteria.

Technical Papers

"Shoreline Rehabilitation in Highland Park, Illinois", American Shore and Beach Preservation Association Conference, Chicago, IL October 15-17, 2008.

"Making Waves", Waterfront Review, Issue 3, September 2007 Waterfront Expo UK.

"Planning and Design Guidelines for Small Craft Harbors", ASCE Manuals and Reports on Engineering Practice No. 50, Co-Author Chapter 4: Land-Based Support Facilities.
Peer Review: Chapter 2: Entrance, Breakwater, and Basin Design.

"Regional Sediment Budget and Shoreline Restoration Alternatives", Coastal Zone 2011 Conference, Chicago IL July 17-21, 2011.

"Great Lakes Near-Shore Habitat Improvement Opportunities"(with Lars Barber, Baird), Coastal Zone 2011 Conference, Chicago IL July 17-21, 2011.

Ben Yahr, RLA, ASLA

Landscape Architect **W.F. Baird & Associates**

Profile

Mr. Yahr has over 6 years of experience in landscape architecture and coastal engineering related projects. Mr. Yahr specializes in spatial design, layout, master planning, and sustainability and has experience in all aspects of site development, landscape architecture, construction services, stormwater management, field services, volumetric and cost calculations, and preparation of design and construction documents.

Mr. Yahr is a key member of conceptual and design development teams, coordinates field services, assists in the production of civil and coastal engineering design documents and is well versed in CAD, GIS and 3D visualization software. Specialties include public access, marina design, ecosystem restoration, photo simulation, design analysis using 3D graphics, and photorealistic rendering of design alternatives. Mr. Yahr routinely collaborates with coastal and structural engineers, hydrologists, and computer modelers and has been involved in a range of multi-disciplinary projects from initial site visits to construction. Recent experience includes project sites throughout the Great Lakes Region, the Caribbean, and Madagascar.

Education

B.Sc. Landscape Architecture, University of Wisconsin – Madison, 2005
Certificate - Environmental Studies, University of Wisconsin – Madison, 2005

Professional Affiliations

Registered Landscape Architect- State of Wisconsin
Member – American Society of Landscape Architects

Experience

Hastings Park- Rockley Beach and Boardwalk
Barbados
Project landscape architect and onsite construction representative for Public Park providing access to approximately 2km of newly restored beach systems and a continuous seaside boardwalk. Beach and boardwalk are accessible to the public and include significant site amenities, shore protection, and landscaping. Local residents and tourists utilize the public park for art fairs, concerts, and public events. Project tasks include site analysis, survey, on-site conceptual design, photo simulation, public participation, design development, cost estimates, visualization, final design and construction services.

Public Access Trail
Port Washington, Wisconsin
Project landscape architect and designer for conceptual public access trail leading out of downtown Port Washington. Project features bike and pedestrian trails and bridges, parking area, beach enhancement, shore protection, an ADA accessible fishing pier, prairie restoration, wetland creation and enhancement, and a canoe/kayak launch.

Marion Mill Pond Ecosystem Restoration
Marion, Michigan
Conceptual designer for dam removal and restoration options for a river channel and 26 acre impoundment in central Michigan. The restored channel will provide coldwater habitat continuity for trout along the 33 mile Middle Branch River. Tasks included analyzing existing conditions, comparing reference reaches, establishing natural channel design characteristics, researching and specifying natural grade control and habitat structures, analyzing construction phasing options, and specifying preliminary planting plans and lists.

Port Vincent Waterfront
Port Washington, Wisconsin
Designer for over 7,000 LF of Lake Michigan waterfront. Proposed improvements include stabilization of 100-ft high bluffs, creation of 15 acres of environmental corridor and over 10 acres of accessible public beachfront. The $60m+ project also includes a hotel resort and conference

center, a PGA championship golf course, and residential development including condominiums, estate and single-family lots. Project tasks include site analysis, on-site conceptual design, design development, grading plans, cost estimates, visualization of design alternatives, final design, project team liaison, and regulatory permit research, implementation, and development.

Desmond Landing
Port Huron, Michigan
Responsible for the design and production of the drawings for the design and development of over one mile of urban waterfront along the St. Clair River. Project includes extensive public access opportunities, a specialty boat basin for display vessels, fixed and floating dockage systems, amphitheater, island development, fishing access, steel bulkhead walls, boardwalk, diver access, cobble beaches, wetland areas, and habitat creation. Technical issues include wave protection and water quality.

North Coast Transient Harbor
Cleveland, Ohio
Designer and project team member for a 53 slip transient boat marina submitted for Federal Boating Infrastructure Tier II Grant. The proposed marina adjacent to the Rock and Roll Hall of Fame in downtown Cleveland will include dockage for boats up to 80 feet in length, ADA accessible dockage, and elements of "Green" marina design. Project tasks included marina layout, existing market conditions studies, economic justifications, determination of anticipated slip mix, cost estimating, and preparation of Grant application reports and materials. The project was subsequently selected to receive BIG Tier II funding.

Pierhead Super Yacht Harbor
Bridgetown, Barbados
Designer for mega yacht marina and hotel development in Barbados. Project features the creation of an 80-slip marina accommodating yachts over 70 meters long, public walkway, beach enhancement, hotel, and multi-use commercial and residential development in conjunction with urban revitalization projects. Project tasks included spatial design, marina design, drawing production, and design visualization.

Transient Marina
Duluth, Minnesota
Designer for 50% complete layout for Federal Grant consideration of 50 slip transient marina within a proposed 12 acre mixed use waterfront development within a Historic/Brownfield on the Duluth/Superior Harbor adjacent to Lake Superior. Proposed marina utilized an existing historic harbor slip as well as an excavated basin, and is to be protected by a system of three breakwaters. Future multiuse development will provide conductivity and boater access to a vibrant urban waterfront system including retail, museums, an aquarium, dining, hotel/convention facilities, sports arenas, regional trails, and park space.

Gary Urban Waterfront Revitalization
Buffington, Indiana
Design team member responsible for the master plan development of an urban waterfront complex. Master plan includes a 400-slip full service municipal marina, mooring accommodations for a large entertainment barge, public boat launch facility and dockage for transient craft and display vessels.

2016 Olympic Games
Chicago, Illinois
Project team member for the preparation of a feasibility study to incorporate modifications to the existing government breakwaters in Monroe Harbor to accommodate the rowing, sailing, kayaking, and triathlon venue for the 2016 Olympic Games. Coastal, structural and geotechnical engineering services were provided including comprehensive wind, wave and water levels analyses followed with extensive numerical modeling and design of proposed alternatives.

APPENDIX B
STANDARD FEE SCHEDULE

2012 Standard Fee Schedule

W.F. Baird & Associates Ltd.

Madison, Wisconsin

Baird & Associates
2981 Yarmouth Greenway Drive
Madison, Wisconsin 53711 USA
T. 608 273 0592
F. 608 273 2010

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The fee for our services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by W.F. Baird & Associates Ltd. (Baird) unless otherwise stated in the proposal. All rates are listed in US dollars.

Personnel

Staff Category	Hourly Rate
Senior Consultant	$239.00
Principal	$186.00
Senior Professional II	$166.00
Senior Professional I	$147.00
Staff Professional III	$134.00
Staff Professional II	$118.00
Staff Professional I	$103.00
Senior Technician	$94.00
Technical Staff	$84.00
Support	$72.00

Expert witness services including: trial, mediation and arbitration preparation, depositions, court appearances and attendance at related proceedings, will be charged at 2.0 times the above rates.

Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional sub-consultant fees are charged at our cost plus 10%. Automobile mileage will be charged at $0.51/mile.

Communication fee for miscellaneous expenses such as photocopying, long distance telephone, cell phone, facsimile, computer, CADD, and normal postage will be invoiced at 6% of total invoiced Baird labor. This replaces detailed invoicing of these items.

Rates for hydraulic laboratory, field equipment, specialized numerical models and associated computer time are available on request depending on facilities and equipment used. Deposits for hydraulic basin rental are applied to total rental costs, but are not refundable.

Invoices

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid at due date are subject to a monthly finance charge of 1.0% (which is an annual rate of 12% per year) until paid. Baird reserves the right to stop work on any project that has past due invoices until all outstanding balances are paid.

Advance payment is required on all non-public work.

Effective 01/01/12 to 12/31/12

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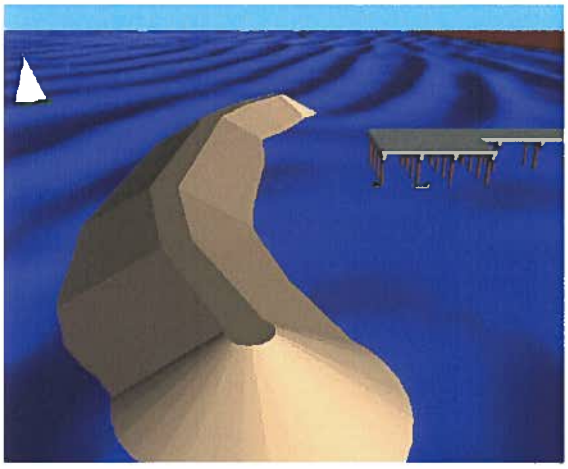
Numerical Modeling - Wind & Waves

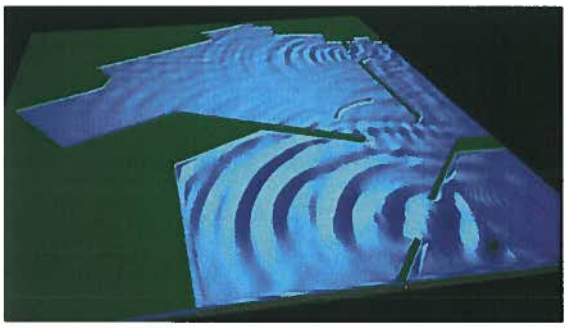
The evaluation of wind and wave climates is an essential first step in most coastal engineering projects. Wind and waves are basic physical forces that shape our shorelines and often govern the design of coastal structures. Establishing a reliable estimate of the severity and frequency of occurrence of the wave climate at a project site is a critical aspect of most waterfront projects.

To avoid the limitations and high costs associated with the collection of field data, an engineer may use computer models designed to reproduce the wind and wave generation processes at a specific location. Wave dynamics are complex and highly variable, and Baird employs a suite of sophisticated modeling tools to address the range of problems that may be encountered. These models have been thoroughly tested against both field and laboratory data, and the accuracy and reliability of the models have been demonstrated on hundreds of projects world-wide.

Services

- *Wind and wave climate statistical analyses;*
- *Wind-wave forecasts/hindcasts;*
- *Wave propagation and transformation;*
- *Harbor oscillation;*
- *Ship wave generation;*
- *Wave interaction with structures;*
- *Wind and wave forces;*
- *Risk assessment; and*
- *Wave runup and overtopping.*





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Design - Coastal Structures

Coastal structures protect vital, land-based infrastructure, provide sheltered water for ports and marinas, and also stabilize shorelines in order to reduce the risk of erosion and flooding.

During the planning stage, coastal structures need to be sited considering functional requirements as well as potential impacts on the surrounding area. In the design phase, the main issue is optimization of the desired cross-section and addressing site-specific technical challenges in the most cost effective way. For construction, emphasis is placed on methodology, workmanship, progress, and contract administration.

Baird fully understands the entire process required for successful implementation of projects that involve coastal structures. We have substantial experience with all types of coastal structures, including breakwaters, jetties, groins, revetments, reefs, islands, beaches, and erosion protection.

Services

- *Conceptual, preliminary, and final design*
- *Site surveys and investigations*
- *Waves, currents, water levels, and ice analyses*
- *Physical model tests*
- *Estimating and feasibility determination*
- *Regulatory coordination and public participation*
- *Production of bid documents: drawings, specifications, bid forms, and agreements*
- *Quarry quality assurance program*
- *On-site construction observation and contract administration*
- *Post-construction: recommendations related to maintenance and monitoring of structure*

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Design - Waterfronts

The design of a waterfront is an opportunity to create a long-term benefit for the community by improving access to the water. These projects often act as a cornerstone for cities and towns that want to enhance their reputation as a tourist destination and improve their waterfront for local public benefit. Each one is unique and often showcases local heritage, history, and spirit of the community.

Waterfront design is also a demanding undertaking, requiring identification of funding sources, facilitating the regulatory and public processes, and having a sound understanding of all relevant technical issues.

Baird understands these complexities. We have undertaken many projects involving public access, private developments, and communities that want to reclaim or sustain a connection to their waterfront. Baird creates design solutions that improve the quality of life by addressing the complex interaction between technical issues, public processes, and project goals.

Services

- *Conceptual planning and feasibility analyses*
- *Fieldwork: site surveys and investigations*
- *Design: preliminary and final design*
- *Analysis: numerical and physical modeling*
- *Collaboration: regulatory coordination and public participation*
- *Bid documents: drawings, specifications, bid forms, and agreements*
- *On-site construction observation and contract administration*
- *Post-construction: recommendations related to maintenance and monitoring of project elements*

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Beaches

Beaches not only provide unique recreational opportunities, but also may provide protection for the shoreline, and important habitat for many mammals, birds and marine species. Baird understands beaches. The company has studied and walked on many miles of beaches around the world and has designed many stable beach systems. Baird understands the physics of beach dynamics and simulates these processes with state-of-the-art models. We also understand the importance of beaches to communities and we address planning issues related to setbacks, access and users. We have developed coastal zone management plans that recognize the importance of beaches to regional development.

We provide in-depth beach assessments including: identifying processes of erosion and accretion, designing stable beaches and developing plans for beach restoration and long-term maintenance. Our solutions recognize recreational and economic potential and the need for habitat preservation. As well, they consider the dramatic changes to beaches that may occur in response to storms.

Baird-designed beaches have withstood major storms and have been credited with reducing coastal property damage by millions of dollars. Our professionals have been acknowledged by international review panels for excellence and innovation in beach design.

Services

- *Planning: coastal zone management plans, optimization of beach layout and adjacent lands, economic analysis, value engineering.*
- *Physical modeling: three-dimensional simulation of beaches in hydraulics laboratories.*
- *Numerical modeling: short and long-term simulations of beach changes using process-based models including the assessment of the influence of coastal structures.*
- *Permitting-liaising with regulatory agencies, technical support before and during review process.*
- *Sand transport and beach profiles: calculation of longshore sand transport, rates of sand transport, sand budgets, sand bypassing, cross-shore transport and beach profile development.*
- *Beach materials: assessment of sand characteristics, location of borrow deposits, specifications, coordination or recovery and analysis of samples.*
- *Environmental impact assessments for both the borrow site and beach nourishment operation.*
- *Bid documents-production of drawings, specifications, bid forms, conditions of contract, and managing bid process.*
- *Construction-on-site observation, volumetric surveys, progress monitoring, payment approval, claims assessment, liaising with contractor.*
- *Post-construction monitoring performance of constructed beach facility.*

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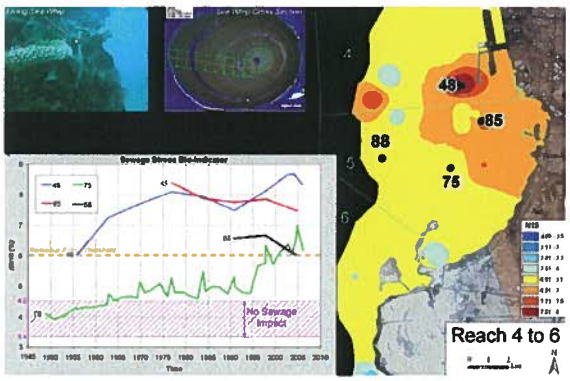
Bio-Indicators of Ecosystem Health

An understanding of the impact of point and non-point discharge to receiving waters is important for the management of water quality. Living organisms, from algae to freshwater clams to coral, provide a record of water quality both for existing conditions and historically over decades to centuries.

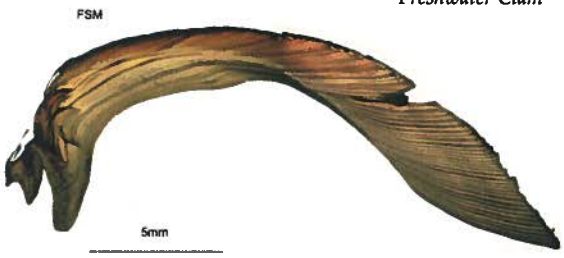
Through stable isotope analysis it is possible to quantify the impact of human sewage and how this varies in time and space emanating from a point source. Metals analysis can be completed to provide an indication of how the exposure to contaminants changes in space and time.

Freshwater clams and marine corals feature annual (and higher resolution) banding that can provide many decades of data on these types of parameters on an annual basis. Algal samples have the advantage of providing an inexpensive method of completing wide spatial assessments of water quality conditions. The bio-indicator measure of water quality provides a time-averaged evaluation of water quality over days or weeks (for algae) or a year (for bands in coral on clams). This is a significant advantage over synoptic point measurements of water quality that only give a brief snapshot in time of potentially highly variable conditions.

These methods are well-proven and relatively inexpensive. Baird has successfully applied these techniques to evaluate impacts of outfalls and non-point source loading in several freshwater and marine environments around the world. In many cases the coral and freshwater clams may provide the only source of historic baseline data.



Freshwater Clam



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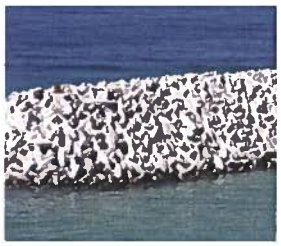
Breakwaters



Breakwaters create the sheltered water for the protection of port facilities, vessel staging areas or marinas. Baird's extensive and unique capabilities in planning, design and construction of breakwaters leads the profession by combining the latest advances in technology and research with in-depth practical experience established on numerous projects of all sizes.

Baird engineers are considered to be pioneers in the development of the current generation of breakwaters in service around the world. Our investigations, commencing in the initial stages of project development, result in truly innovative designs which consistently meet client objectives and substantially reduce construction costs. The underlying theme in working with Baird is commitment to quality and service in every phase of the project.

Services

- *Planning: optimization of layout and value engineering.*
- *Modeling: physical simulation of structural stability and wave overtopping/transmission, assessment of level of sheltering and prediction of downtime, determining degree of wave disturbance.*
- *Permitting: liaising with regulatory agencies, technical support before and during review process.*
- *Design: preliminary and final design, including production of drawings, specifications and bid documents and managing bid process.*
- *Material Assessment: material needs assessment, review of rock quality, quarry inspection, locating rock sources, specifications, coordination of testing, and analysis of results.*
- *Construction: construction observation, contract administration, volumetric surveys, progress monitoring, payment approval, claims assessment, liaising with contractor.*
- *Post-construction: monitoring performance of constructed facility.*

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Coastal & Shoreline Processes

A detailed understanding of coastal and shoreline processes is required to support the successful planning and design of beaches, coastal structures and waterfront developments. Baird has extensive experience and utilizes state-of-the-art technology to investigate and define coastal and shoreline processes.

Baird implements solutions for coastal projects throughout the world based on in-depth analyses of waves, currents and sediment transport. We continually strive to maintain a leadership role in this field through participation in research, conferences and professional associations. Therefore, Baird is always prepared to provide the level of service and the technology that each project requires.

Services

- *Wind and wave climatology;*
- *Tide and water level analyses;*
- *Current and circulation studies;*
- *Bluff and cliff erosion;*
- *Sediment transport, morphodynamic analyses of erosion and sedimentation;*
- *River hydraulics and sedimentation;*
- *Numerical modeling: wave hindcasting, shallow water wave transformations, statistical analyses, fluvial and coastal processes, circulation and pollutant modeling, custom model development and application;*
- *Physical modeling: simulation and interpretation;*
- *Evaluation of hurricane and cyclone impacts and restoration; and*
- *Field studies: hydrographic surveys; wind wave and current measurements; sediment sampling and analysis.*

Baird PROFILE

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Baird provides professional engineering and technical services related to the design of coastal structures and facilities that interact with the world's oceans, lakes and rivers. The company provides scientific analyses of coastal processes including studies of waves, water levels, currents and sediment transport. Baird is recognized for the successful completion of innovative and practical projects throughout North and South America, the Caribbean, the Middle East, Africa and Southeast Asia.

The company consists of a unique association of scientists, engineers, geomorphologists and planners committed to excellence in analysis, design, engineering and construction. Our senior professional staff is internationally recognized for technical solutions founded on science, practicality and economics. This is the basis of our success.

Baird is supported by a network of strategic alliances with professionals in related consulting, academic and scientific communities. These alliances are available to provide qualified expertise to unique projects. Baird is very experienced in the assembly and management of multi-disciplined project teams.

Baird recognizes that while technical expertise is the foundation of excellence, client relationships and effective management systems make successful projects. We strive to provide outstanding service and urge you to contact our past clients to discuss our performance.

Baird is committed to our mission of providing a high degree of technical expertise, technology and service to our clients. Our staff is dedicated to provide this service to you with energy and enthusiasm. We look forward to the opportunity to assist you with the development of your project.

Principal Services

- *Coastal, Riverine & Ocean Engineering*
- *Numerical & Physical Modeling*
- *Design of Breakwaters, Jetties & Groins*
- *Beach Nourishment*
- *Sediment Transport & Shoreline Evolution*
- *Waterfront Planning & Design*
- *Marinas & Harbors*
- *Hydrographic Surveying & Field Investigations*
- *Environmental Analyses*
- *Construction Observation & Administration*
- *Geographic Information Systems (GIS)*
- *Monitoring of Coastal Structures*
- *Coastal Zone Management*

Offices to Serve You

1145 Hunt Club Road, Suite 500
Ottawa, ON, K1V 0Y3, Canada
T. +1 613 731 8900
F. +1 613 731 9778

1267 Cornwall Road, Suite 100
Oakville, ON, L6J 7T5, Canada
T. +1 905 845 5385
F. +1 905 845 0698

2981 Yarmouth Greenway Dr
Madison, WI, 53711, USA
T. +1 608 273 0592
F. +1 608 273 2010

125 S. Wacker Drive, Suite 300
Chicago, IL, 60606, USA
T. +1 312 893 5442
F. +1 312 893 5505

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Providencia, Santiago de Chile
T. + 56 2 236 1222
F. + 56 2 346 7903

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3rd Avenue, Belleville
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T. +971 2 447 2277
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P.O. Box 614, P.C. 116
Qurum, Sultanate of Oman
T. +968 246 66 000
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The Forrest Centre
Level 29, 221 St Georges Tce
Perth WA 6000 Australia
T. +61 8 9288 0630
F. +61 8 9481 3177

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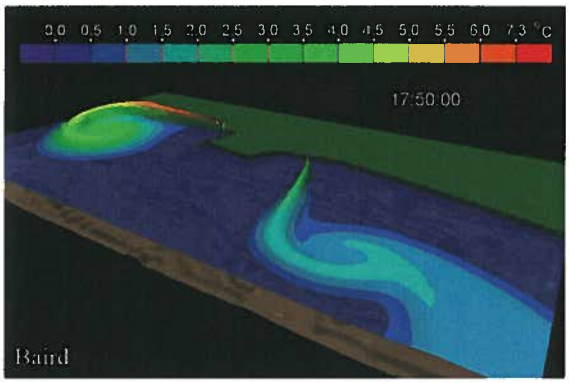
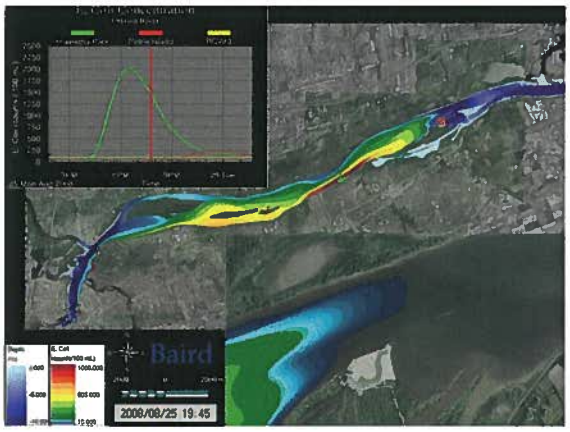
Intakes and Outfalls

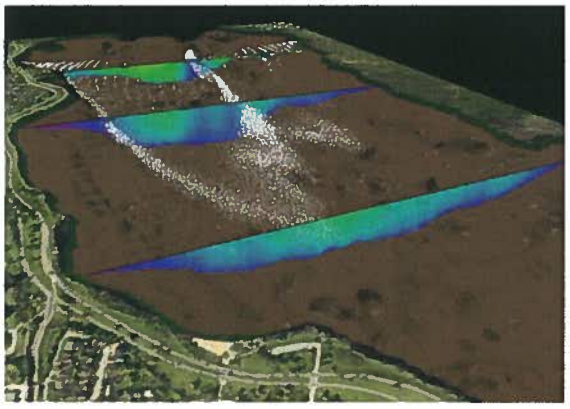
Surface waters are a key source of potable and industrial water supply. These same water bodies are also used to assimilate contaminant loadings discharged from various sources; including, municipal or industrial wastewater, stormwater, combined sewer overflows, cooling water, or brine effluents from desalination plants. The analysis and design of intake and outfall structures generally reflects the complexity of the local hydraulic environment as well as the desired performance of the system. The design of the intake or outfall structure requires a thorough understanding of pipe hydraulics, local hydrodynamic conditions, near-field mixing processes as well as advection/dispersion mechanisms in the far-field. Baird has extensive experience worldwide in understanding these processes and provides the professional engineering and technical services required to support the analysis and design of intake and outfall structures.

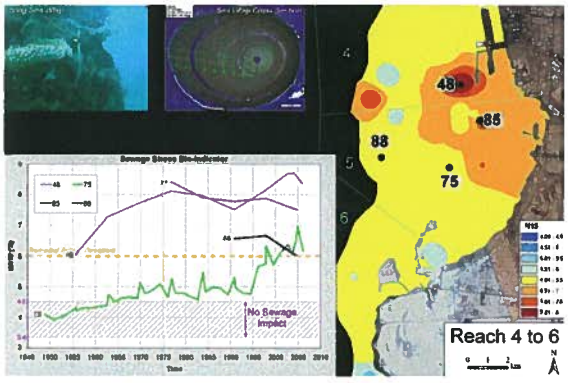
Services

- *Field Investigations*
- *Numerical Modeling*
- *Assimilative Capacity Studies*
- *Source Water Vulnerability Assessment*
- *Visualization Capabilities (2D and 3D)*
- *Physical Modeling*
- *Permitting and Environmental Assessment*
- *Intake and Outfall Design*
- *Construction Observation Services*
- *Monitoring and Evaluation*









CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

February 15, 2012

Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Attention: Mr. Steven Saunders
Director of Public Works / Village Engineer

Subject: Proposal for Professional Engineering Services
for Assistance with Willow Road Tunnel Project Feasibility

Dear Mr. Saunders:

Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared this proposal to assist the Village of Winnetka (Village) in determining the feasibility of constructing a large storm sewer under Willow Road that discharges to Lake Michigan. A portion of the sewer would be tunneled where excavation exceeds around 15 feet of excavation. The main storm sewer would have connections to the north and south for areas west of Green Bay Road and east of Hibbard Road. We have prepared a Scope of Services and Fee for this work.

SCOPE OF SERVICES

Task 1 – Water Quality Structures: CBBEL will investigate the use of various water quality structures to treat stormwater runoff. We will identify any known limitation as it pertains to quantity of flow. We will also look at the possibilities for treating calcium.

Task 2 – Convey First Flush to Skokie River: CBBEL will investigate the possibility of conveying the first flush to the Skokie River for the area that is currently conveyed to the Skokie River. This could possibly be done by pumps or by diversion sewers.

Task 3 – Work with Other Village Consultants: CBBEL will assist in working with the Village's Coastal Engineering consultant and construction consultant by sharing information, reviewing information and answering questions.

Task 4 – Report Assistance: We will assist the Village in compiling a report summarizing the findings of the feasibility study by providing narrative and exhibits. We will provide a Concept Cost Estimate for the project.

Task 5 – Additional Meetings: CBBEL will be available as requested by the Village to meet with additional agencies, residents, staff or the Board to discuss our findings and prepare any necessary presentations.

FEE

Our fee for this project is summarized in the following table. We will not exceed this fee without prior written authorization from the Village.

TASK	DESCRIPTION	COST
1	Water Quality Structures	$2,000
2	Convey First Flush to Skokie River	$4,900
3	Work with Other Village Consultants	$1,500
4	Report Assistance	$4,800
5	Additional Meetings	Time and Materials

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

for

Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Attachment: Standard Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF WINNETKA:

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2012

Personnel	Charges* ($/Hr)
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and 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 representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement 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 as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of 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, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Agenda Report

Subject: **Request for Proposals RFP 12-001: Sanitary Sewer Evaluation Survey**

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

Date: February 13, 2012

In December of 2011, pursuant to the results of a resident survey which indicated significant sanitary sewer backups during the severe flood of July 2011, the Council authorized staff to solicit engineering proposals from qualified firms to complete flow monitoring and preliminary evaluations to determine if significant amount of Inflow and Infiltration (I/I) is present in the Village's Sanitary Sewer System. I/I refers to stormwater and groundwater that enters the sanitary sewer system, which is sized only to handle sanitary waste. Excessive I/I can lead to basement flooding.

Staff solicited proposals via a Request for Proposals (RFP), a copy of which is attached. The intent of the contract is to provide for field investigations and flow monitoring in sufficient detail so that, when combined with detailed flood survey information, a prioritized study and improvement plan can be developed to address areas of the Village with significant I/I problems, followed by remaining areas of the Village.

Four firms responded to the request:

- Baxter & Woodman (Crystal Lake, IL)
- RJN Group, Inc. (Wheaton, IL)
- Robinson Engineering (Frankfort, IL)
- Strand Associates (Joliet, IL)

Each firm submitted a complete and thorough proposal that addressed their qualifications to perform the needed work, experience in successfully completing past projects, and an understanding of the Village's project requirements. Each firm has the technical expertise and capability to successfully complete this project, as demonstrated by past success in similar projects. However, each of the firms approached the Village's project with a slightly different perspective, with different ideas and values. It is therefore important that the firm's approach match with the Village's approach in order to assure a successful outcome.

Given that the only real differentiation between firms was in the details of their metering plan, each firm's proposal was evaluated against the following two questions:

Does the proposed metering plan provide necessary metering coverage of the Village's system? The Village's sanitary sewer system is somewhat unique in the fact that there are several MWRD intercepting sewers in the Village, and the Village's system connects to these interceptors in upwards of 40 locations, or basins. While it is tempting to think that one could simply install a meter at the outlet of each basin, in practice this

does not work. For example, there are a number of relatively small basins that produce very little dry-weather flow, and most flow meters become significantly less accurate at very low flow levels. Also, some connection points to the MWRD system serve multiple basins, providing different options for how to effectively monitor those basins. Each firm approached solving these challenges differently.

- Baxter & Woodman. Baxter & Woodman proposed 21 meters but did not provide any detail in their proposal about which basins are included, how much of the Village would be covered, and, most importantly, their rationale for selecting metering locations. It therefore became difficult to evaluate the effectiveness of the proposed metering plan for the Village's purposes.
- RJN Group. RJN's base proposal took the approach of only monitoring the largest basins, using 17 meters and covering about 65% of the Village, but leaving some very significant portions of the Village un-metered. RJN provided an alternate metering approach using 25 meters that expands the coverage of the Village's system to about 78%.
- Robinson Engineering. Robinson Engineering adopted the approach of using hand-held velocity meters, combined with a hand-held depth measuring device, to try to meter the low-flow basins. As a result, their metering plan will essentially cover nearly 100% of the Village. While this is a very creative way to address some of the challenges unique to Winnetka's system, there are some drawbacks to this approach. First, using two different types of metering technologies may reduce the ability to compare results across data sets, which will be important as the Village will use this data to rank which basins will be priorities for further evaluation. Second, the large number of hand-held sample points (25) means that much of the data-gathering will be reliant upon Robinson staff being on-site in a timely manner to obtain data during and after rainfall events.
- Strand Associates. Strand proposed using 30 meters to obtain automated data for a significant portion of the Village, providing a reliable set of data for most of the basins. Strand does not propose monitoring some of the smaller basins, for two reasons. First, as previously mentioned, flow monitoring in low-flow pipes tends to produce unreliable base flow measurements against which to calculate peaking factors. Second, some of these basins exhibited sewer backups such that it probably makes sense to perform more detailed basin investigations regardless of flow monitoring results. As Strand's project manager stated, "Flow monitoring in these basins is not going to provide data that will help in the Village's decision-making process anyway".

Is the proposed metering plan cost-effective? The differences in metering approach are also reflected in the fee proposals for each firm, summarized below.

	Baxter & Woodman	RJN Group (Alternate Approach)	Robinson Engineering	Strand Associates (Base Approach)
# Meters	21	25	22	30
Staff Hours	470	760	529	578
Base Fee[1]	$57,500	$88,910	$87,691	$84,457
Additional Metering (4 weeks)	$14,000	$35,000	$33,000	$31,200
Total Fee	$71,500	$123,910	$120,691	$115,657
Base Fee cost/meter	$2,738.09	$3,556.40	$3,985.95	$2,815.23
Total Fee cost/meter	$3,404.76	$4,956.40	$5,485.95	$3,855.23

The first thing to note is that the total fees for RJN, Robinson, and Strand, are relatively closely spaced. What is perhaps most telling, however, is evaluating the project cost per meter, indicating that Strand offers the most thorough automated coverage of the Village, at the second lowest cost-per-meter. This represents a significant value to the Village.

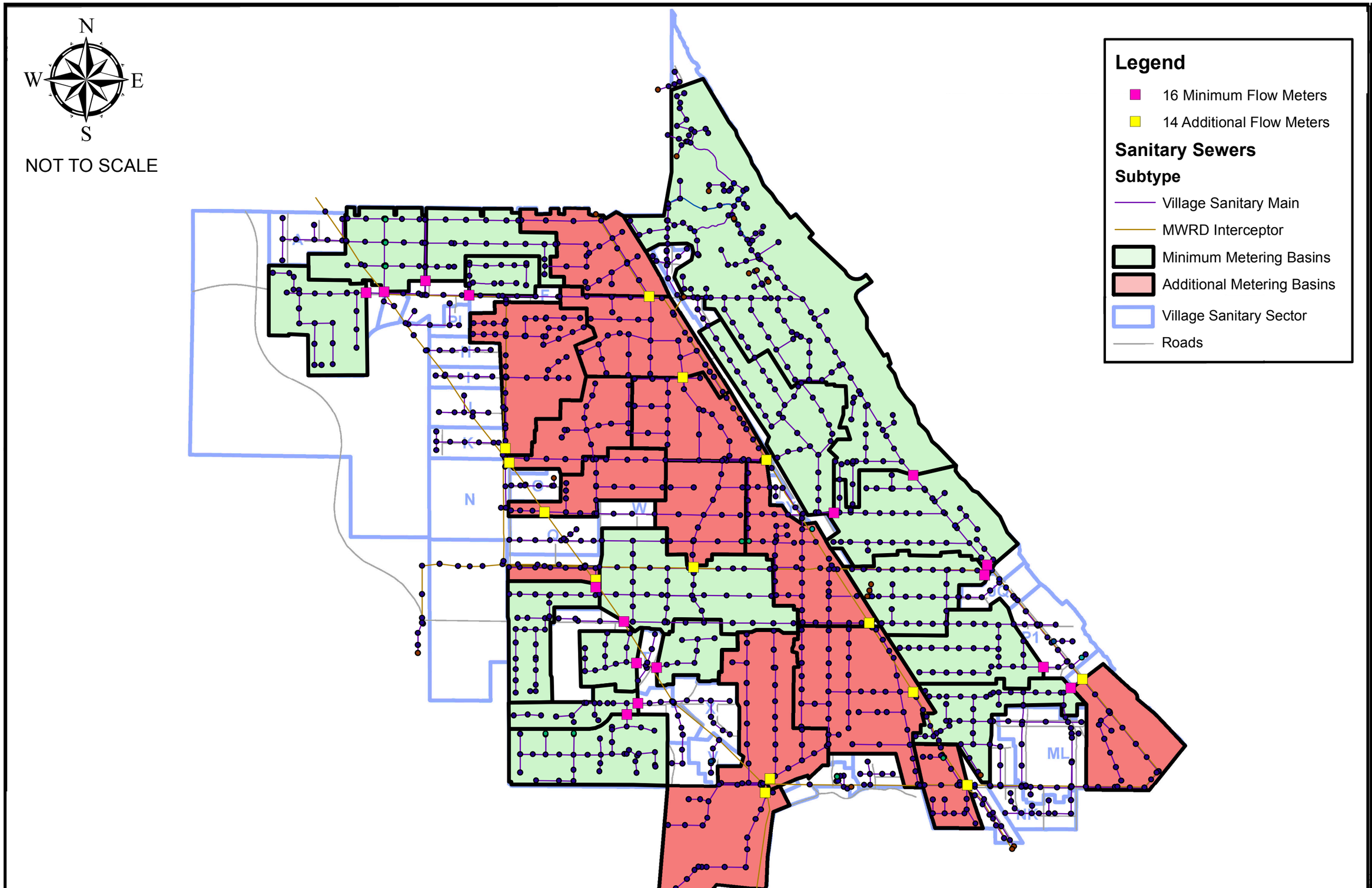
Recommendation:

1. Consider awarding a contract to Strand Associates, Inc. to complete initial flow monitoring, data analysis, and recommendations to address inflow and infiltration in the Village's Sanitary Sewer System, in an amount not to exceed $84,457, pursuant to their proposal of January 20, 2012.
2. Consider authorizing staff to expend up to an additional $31,200 to provide for up to 4 weeks of additional flow monitoring, if needed, pursuant to Strand Associates' proposal of January 20, 2012.

Attachments:

1. Request For Proposals RFP 12-001
2. Proposed Metering Plan

[1] RFP respondents were instructed to prepare their proposals assuming a 28 day monitoring period. Typical flow monitoring practice would indicate monitoring over multiple storms of sufficient intensity to cause inflow and infiltration into the sanitary sewer system. Because the length of the monitoring period is completely weather dependent, firms were also instructed to provide a weekly cost to extend the monitoring period in the event of dry weather.



SANITARY SYSTEM INDEX MAP
ALTERNATIVE PROJECT APPROACH
SANITARY SEWER EVALUATION SURVEY
VILLAGE OF WINNETKA
WINNETKA, IL

STRAND ASSOCIATES®

FIGURE A

Path: K:\JOL\Proposals\Municipal\Winnetka SSES 1-12 MRW\GIS\Sanitary System Map.mxd User: kylec Date: 2/15/2012 Time: 5:06:36 PM

REQUEST FOR PROPOSALS

VILLAGE OF WINNETKA

SANITARY SEWER EVALUATION SURVEY

RFP 012-001

ISSUED: December, 2011

RESPONSES DUE: January 20, 2012, 4:00 p.m.

PREPARED BY:
Steven M. Saunders, Director of Public Works
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093
Telephone: 847-716-3534
Fax: 847-716-3599
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I. INTRODUCTION

The Village of Winnetka is requesting qualifications and proposals from qualified engineering firms for providing professional services for the evaluation of the Village's Sanitary Sewer System. The Village operates approximately 254,800 feet of separate sanitary sewer. This collection system receives wastewater from approximately 4,100 billing customers, and is tributary to intercepting sewers operated by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The sanitary sewer system varies in age and was significantly rehabilitated in the mid-1980's pursuant to the requirements of the MWRDGC's Infiltration/Inflow Control Action Program (ICAP). The Village also worked with several hundred homeowners to remove private sources of extraneous inflow to the system. In July, 2011, the Village was struck by a massive flash flooding event, the result of 6.49 inches of rainfall in the span of 2½ hours. An estimated 1,100 homes suffered basement flooding, from a variety or causes, including sewer backups.

The Village has been working with Christopher B. Burke Engineering, Ltd. to develop stormwater improvements that would address areas of flooding throughout the Village, however the Village also desires to identify and address causes of basement backups as part of this effort.

II. PROJECT DESCRIPTION AND SCOPE OF WORK

It is the intent of this contract to provide professional services for a Sanitary Sewer Evaluation Program for the Village of Winnetka. The Village's general desire is to complete field investigations and flow monitoring in sufficient detail so that, when combined with detailed flood survey information, a prioritized study and improvement plan can be developed to address areas of the Village with significant I/I problems in a timely manner, followed by remaining areas of the Village.

The responding firm shall set forth a detailed work plan indicating how this goal will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the general list below are strongly discouraged, as they do not provide insight into the bidder's ability to complete the engagement.

A general list of desired tasks is as follows:

Task 1: **Project Kickoff and Data Collection/Review.**

The Consultant shall meet with staff to review available background information, including all pertinent Village documents that relate to the project. Examples of such documents include:

- Sanitary Sewer System Atlas
- Storm Sewer System Atlas
- Aerial Photography with 1-foot contours
- GIS Data
- Detailed results of September 2011 Flood Survey Questionnaire
- Review existing facilities

The Consultant shall coordinate a project timeline, milestone dates, project process and deliverables.

Task 2: **Field Survey.**

The Consultant shall perform field surveys as necessary to verify data, ascertain conditions, and develop a thorough understanding of the system to be evaluated

Task 3: **Flow Monitoring.**

The Consultant shall review all available information and propose a flow monitoring plan suitable for characterizing existing inflow/infiltration conditions within the Village's sewer system. Flow monitoring locations shall be selected such that the resulting data can be used to identify and prioritize sewer basins for further detailed study.

The Consultant shall flow monitor all locations concurrently for four (4) consecutive weeks. Additional weeks for flow monitoring may be authorized by the Authority, at the sole discretion of the Village, if necessary. The Consultant shall verify the suitability of the metering manholes or may select an alternative manhole or manholes, to provide the required flow monitoring.

The Consultant shall evaluate the sewage tributary to the monitoring manhole and determine the amount of inflow and infiltration in that portion of the sanitary sewer system.

The Village will provide the Consultant with assistance in locating and accessing manholes (on an as needed basis).

Rainfall rates are available at 10-minute intervals via a Cook County Precipitation Network rain gauge located in the southwestern portion of the Village of Winnetka. Rainfall data is available via the Cook County Precipitation Network website.

Flow monitoring shall be accomplished using dual parameter (velocity, depth) meters for minimum of four (4) weeks. Flow monitoring should occur, if possible, through a one (1)

inch total daily accumulation rainfall. Extension of the flow monitoring period will be at the Village's sole direction. All locations shall be flow monitored concurrently.

The Consultant shall provide raw data (15 minute intervals maximum) tabulated, daily maximum and minimum flow rates, rainfall total per day and computation of total daily flow, average and peak. Flow rates shall also be shown graphically.

The Consultant shall provide a draft of the flow monitoring report for review and comment by the Village thirty (30) days prior to submitting the final flow monitoring report.

Task 4: **Recommended Study Plan.**

The Consultant shall prepare a Recommended Study Plan that identifies and prioritizes sewer basins for further study, including possible smoke testing, manhole inspections, dyed-water testing, CCTV inspection, and building inspections, and system hydraulic modeling, suitable for developing a corrective action plan to address public and private sources of inflow and infiltration.

Task 5: **Public Presentations.**

The Consultant shall prepare a report of existing conditions and the proposed recommended study plan and present it to the Village Council. The Consultant shall also provide up to two progress updates to the Village Council.

III. SUBMITTAL REQUIREMENTS

The deadline for submitting proposals is **4:00 p.m. on January 20, 2012**. Three (3) copies of the proposal should be submitted to:

Raymond D. Restarski, Purchasing Agent
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
(847) 716-3504
(847) 446-1139 (fax)
rrestarski@winnetka.org

The Village may elect to conduct interviews prior to Consultant selection and hopes to have the project awarded within 3 weeks of submittal.

To be considered for this project, the Consultant must submit an informative statement of interest to the Village, which also includes the following information, organized in the following manner to facilitate review:

1. Consultant Information

a. Company offices from which the project will be staffed.

b. Identify the staff members who will be assigned to this project and the qualifications of each individual, including resumes.

c. Related experience of project personnel.

d. List similar projects completed within the last five years, by the staff members that will be assigned to this project. Include a project description, when the project was completed, and the name and telephone number for a representative of the contracting jurisdiction.

e. Hourly rates by project personnel classification and approved IDOT overhead factor.

f. A completed compliance affidavit (Attachment 2)

2. Approach to Project

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Village that the bidder understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Village that the bidder's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the general list above are strongly discouraged, as they do not provide insight into the bidder's ability to complete the engagement.

The bidder's response to this section should be designed to convince the Village that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

3. Potential Problems

The bidder should set forth a summary, to the extent possible, of any and all problems that bidder anticipates during the term of the engagement. For each problem identified, the bidder should provide its proposed solution.

4. Schedule

A preliminary schedule for completing the project is required. This schedule should address all work and meetings recommended by the Consultant in a final scope of services and which clearly corresponds to the Consultant's approach to the project.

5. Budget

A completed fee proposal shall be provided in a separate, sealed envelope. The fee proposal shall include an itemized, not-to-exceed budget to complete all outlined work items. Include a breakdown of all direct and indirect labor costs for each task, all reimbursable expenses, and fixed fee.

It is understood that the scope of the actual study work in the selected basins is not known at this time, so the fee proposal shall only address work to be done up to and through presentation of the recommended study plan to the Village Council.

An itemized, not-to-exceed budget to complete all outlined work items is required. The budget should include the hourly rates of the staff members assigned to the project, any direct costs, and a breakdown of project hours by task to complete the project. **The budget shall be submitted in a separate, sealed envelope clearly marked "Project Budget".**

IV. PROPOSAL EVALUATION

Proposals and statements of qualifications will be evaluated by the Village according to the following criteria:

1. Responsiveness.

The successful Consultant must demonstrate the ability to respond to the needs of the Village and be receptive to requests of the Village. Attention will be given to firms that demonstrate this with a concise, informative response to this request.

2. Qualifications of the Consultant

The successful Consultant must demonstrate the skill and resources required to undertake this project. Attention will be given to the staff members assigned to this project and the manner in which they will be supervised.

3. Relevant Experience

The successful Consultant must demonstrate a proven record of capability based on past and current performance relevant to this project.

4. Approach to the Project

The successful Consultant must indicate an overall understanding of the project and pursue the project as outlined.

Each proposal will be evaluated upon a scale of 1 to 10 for each of the above factors. At the Village's discretion, following evaluation of the proposals, Village staff may interview the Consultants with the highest-rated proposal. The Village Council must approve the staff recommendation by contract. The Village President and Board of Trustees reserve the right to reject any and all proposals.

V. INDEMNIFICATION

Respondents to this RFP shall understand that the successful proposer shall indemnify and hold harmless the Village of Winnetka, its agents, and its employees against any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs, and attorney's fees, for or on account of any injury to any person or any death at any time resulting from such injury, or any damaged property, which may be alleged to have arisen out of the negligent acts, errors, or omissions of the Consultant. It is further understood that this indemnification shall not be construed to cover the negligent acts or omissions of the Village of Winnetka, its agents, or its employees. It is additionally understood that this indemnification shall not be construed to cover the negligent acts or omissions of parties unrelated to this contract.

VI. ATTACHMENTS

1) Sanitary Sewer System Maps
2) Flood Survey
3) Flood Survey Results
4) Compliance Affidavit

ATTACHMENT 1

SANITARY SEWER SYSTEM MAPS

ATTACHMENT 2

FLOODING SURVEY – SEPTEMBER 2011

ATTACHMENT 3

FLOODING SURVEY RESULTS

ATTACHMENT 4

COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization, or corporation;

2. The bidder has not in any manner directly of indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;

3. This bid is genuine and not collusive or sham;

4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;

5. All statements contained in this bid are true;

6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;

8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder has never been convicted for a violation of State laws prohibiting bid rigging or rotating.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;

2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor 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 involved as provided by statute or regulations.

During the performance of this contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) 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 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 such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when needed to fulfill its obligation thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

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 Departments Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;

2. Specifying the actions that will be taken against employees for violating this provision;

3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:

A. Abide by the terms of the statement;

B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

4. Establishing a drug free awareness program to inform employees about:

A. The dangers of drug abuse in the work place;

B. The policy of maintaining a drug-free work place;

C. Any available drug counseling, rehabilitation or employee assistance programs;

D. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.

6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.

7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.

8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:

A. Take appropriate action against such employee up to and including termination; or

B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARRASSMENT POLICY

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;

2. The definition of sexual harassment under State law;

3. A description of sexual harassment, utilizing examples;

4. The vendor's internal complaint process, including penalties;

5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;

6. Directions on how to contact the Department and Commission;

7. Protection against retaliation as provided by 6-101 of the Act.

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (yes or no) _____
If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

_____

_____

_____

_____

2. Is the bidder 50% or more owned by a publicly traded company? (yes or no) _____

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

_____

_____

_____

_____

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

SIGNATURE:_____

NAME:_____ TITLE: _____
_____
(print or type)

Subscribed and sworn to me this _____day of_____,

20____, A.D.

By:
(Notary Public)

-Seal-