

A RESOLUTION APPROVING AN EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES WITH STAND ASSOCIATES, INC. FOR A STORMWATER MANAGEMENT STUDY FOR THE EASTERN WATERSHED OF THE VILLAGE OF WINNETKA

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("*Village*") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("*Stormwater Master Plan*"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("*Consultant*") to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, the Consultant has a Master Services Agreement with the Village to provide engineering and consulting services related to stormwater projects ("*Master Agreement*"); and

WHEREAS, the Village now desires to retain Consultant to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within eastern portions of the Village ("*Project*") pursuant to an extension agreement to the Master Agreement for a price of \$250,260.00 ("*Extension Agreement*"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Extension Agreement with Consultant; and

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

SECTION 1. RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF EXTENSION AGREEMENT. The Village Council hereby approves the Extension Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the Extension Agreement, after receipt by the Village Manager of two executed copies of the final Extension Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Extension Agreement from Consultant within 60 days after the date of adoption of this Resolution,

then this authority to execute and seal the final Extension Agreement will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

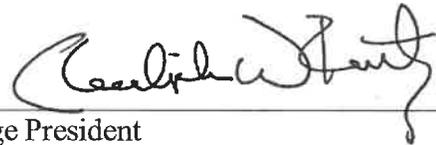
ADOPTED this 2nd day of April, 2024, pursuant to the following roll call vote:

AYES: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic

NAYS: Trustee Handler

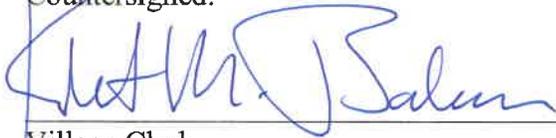
ABSENT: _____

Signed:



Village President

Countersigned:



Village Clerk

EXHIBIT A

EXTENSION AGREEMENT

**VILLAGE OF WINNETKA
EXTENSION OF PROFESSIONAL SERVICES AGREEMENT**

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** ("**Extension Agreement**") is dated as of the 16th day of April, 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **STRAND ASSOCIATES, INC.** ("**Consultant**") and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the Village and the Consultant ("**Master Agreement**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Extension Agreement and the Master Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. Project Description.

Perform a stormwater management study for the eastern watershed of the Village, as more fully described in the proposal attached to this Extension Agreement as **Exhibit A** ("**Proposal**").

SECTION 2. SCOPE OF SERVICES.

A. Services. The Consultant shall provide the consulting services as set forth more fully on the Proposal attached as Exhibit A ("**Services**") and Exhibit B "**Special Provisions**", pursuant to the terms and conditions of this Extension Agreement and the Master Agreement.

B. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Extension Agreement has been fully executed by the Parties ("**Project Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Extension Agreement or the Master Agreement by the Village, but in no event shall the Services be completed later than December 30, 2024 ("**Time of Performance**").

SECTION 3. COMPENSATION

The total amount paid by the Village for the Services pursuant to this Extension Agreement shall be the amount set forth in **Exhibit C**. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of the Master Agreement.

SECTION 4. **KEY PROJECT PERSONNEL**

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the Master Agreement for the Services to be provided pursuant to this Extension Agreement: Michael Waldron, Mark Shubak, John Lyons, Mike Williams, Jimmy Canning, Miranda Gollwitzer, Stephanie Glossner.

SECTION 5. **GENERAL TERMS**

A. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Extension Agreement, or has personally received payment or other consideration for this Extension Agreement; (2) as of the date of this Extension Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Extension Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Extension Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Extension Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Extension Agreement as principals are those disclosed to the Village prior to the execution of this Extension Agreement, and that this Extension Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Extension Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Extension Agreement shall, at the Village’s option, be null and void.

C. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Extension Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Extension Agreement on its behalf have the full and complete right, power, and authority to enter into this Extension Agreement and to agree to the terms, provisions, and conditions set forth in this Extension

Agreement and the Master Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Extension Agreement have been taken.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement this 16 day of April, 2024.

ATTEST:

By: Bruce G. [Signature]
Deputy Village Clerk

VILLAGE OF WINNETKA

By: [Signature]
Village Manager

ATTEST:

STRAND ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

EXHIBIT A

SERVICES

Project Information

Services Name: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka

Services Description: Perform a stormwater management study for the eastern watershed of the Village of Winnetka.

Scope of Services

Consultant will perform the following services.

Project Kickoff Meeting

1. Prepare for and conduct, within seven days of Notice to Proceed, one virtual project kickoff meeting with Village to establish project schedules, roles, responsibilities, milestones, communication plans, and general project management guidelines.
2. Prepare and distribute meeting minutes including a summary of action items.

Data Gathering

1. Provide Village with an information request letter listing the documents, tools, and resources requested by Consultant for the study. This letter will be reviewed at the kickoff meeting and used to document information distribution.
2. Review previously completed drainage studies and reports, existing geographical information system (GIS) data, and flood damage surveys provided by Village. Review available geological maps, historical geological data, and other relevant data.
3. Review the existing XP-SWMM model, provided by Village, for potential opportunities to improve the model.
4. Conduct a stormwater inventory and analysis of each sub-watershed using available data collected.
5. Prepare a summary of data reviewed and additional data that may be necessary.
6. Conduct a two-day site visit to review existing conditions and potential opportunity areas including one in-person meeting with Village.

7. Prepare and distribute meeting minutes including a summary of data reviewed and additional information requested of Village.

Progress Reporting

1. Provide weekly progress updates to Village including prior tasks accomplished, upcoming action items, and issues encountered.
2. Provide progress updates with each monthly invoice indicating tasks completed that month, project schedule update, and budget status.

Review and Update Existing Hydrologic and Hydraulic Modeling

1. Review the existing hydrologic and hydraulic model for existing conditions including the existing network through record drawings, GIS data, and available survey data.
2. Perform a general review of available topographic information for basin delineations and flow loading points to the collection system/model.
3. Review potential modifications to the hydrologic and hydraulic modeling including new development or system modifications performed since the last model update, updated rainfall data to Bulletin 75, and advances in modeling technology.
4. Conduct a virtual meeting with Village to review and discuss the potential modifications and updated modeling. Prepare and distribute meeting minutes.
5. Conduct a one-day field review of the existing system including observation of select structures from ground surface (no entry to confined spaces) and visual review of record drawing data in the field.
6. Modify to the existing conditions hydrologic and hydraulic model based on findings and discussions with Village. Calibrate the updated model for one selected rainfall event based on input from Village and review of historical rainfall data.

Model and Review Existing Conditions and Existing Flooding Locations

1. Compare modeling results from the calibrated hydrologic and hydraulic model to flood impact data for the chosen historical rainfall event based on data and historical records provided by Village.
2. Prepare maps and tables that summarize the flood risk areas for the chosen historical rainfall event and various theoretical rainfall events from the model.
3. Conduct a virtual meeting with Village to review flood risk areas and hydrologic and hydraulic model updates. Prepare and distribute meeting minutes.

Review Prior Proposed Improvements

1. Reevaluate prior proposed modifications for feasibility, constructability, regulatory impacts, and effectiveness in meeting current Village stormwater management and water quality improvement objectives.
2. Develop a memorandum that summarizes findings relative to the previously proposed modifications.
3. Conduct one virtual meeting with Village to review the findings outlined in the memorandum. Prepare and distribute meeting minutes.

Communication With Stakeholders

1. Prepare for and attend four Village-facilitated in-person stakeholder meetings to discuss the stormwater management study, stakeholder planning and objectives for open spaces under their jurisdiction, and potential opportunities for cooperative planning. Meetings will be held with the following stakeholders.
 - a. Winnetka Park District
 - b. Winnetka School District 36
 - c. New Trier High School District 203
 - d. Metra Railway
2. Prepare a summary memorandum of the meeting discussions for Village.

Public Participation

1. Develop meeting materials based on input and communication with Village for an Awareness and Exploration Phase public meeting to present findings regarding existing stormwater and flood conditions, explain the implications of various levels of service, and present potential stormwater management and water quality improvement alternatives that may be considered under the study.
2. Conduct one Awareness and Exploration Phase Open House, solicit public feedback and discussion, and document comments and observations.
3. Prepare a summary memorandum of the public meeting discussions for Village.

Alternatives Development

1. Perform a sustainable watershed evaluation to support identification and consideration of stormwater relief and mitigation and water quality improvement alternatives using background information, modeling, and data collected. Consider traditional gray, sustainable green, and potential innovative and creative stormwater management tools and practices. Include input gathered from Village, stakeholder, and public meetings, as appropriate.

2. Review and document up to two alternatives for each sub-watershed and up to four alternatives for the Elder Lane sub-watershed, including a description of associated features, anticipated level of service, advantages and disadvantages, regulatory issues, public and private impacts, and other factors affecting feasibility.
3. Perform setup, simulation, and analysis of collection system model for the identified alternatives. The updated model will be used to determine sizing and level of service provided by each alternative.
4. Develop a draft technical memorandum that presents the alternatives investigated and provides a summary recommendation of feasible alternatives.
5. Attend one in-person meeting with Village to review the investigations presented in the memorandum and discuss selected alternatives with Village. Prepare and distribute meeting minutes.
6. Prepare a preliminary opinion of probable construction cost (OPCC) for each selected alternative. In development of the OPCC, the magnitude of unknown information impacting the OPCC will be documented and presented.
7. Prepare concepts for phasing of each selected alternative and review of potential early action projects.
8. Finalize the technical memorandum summarizing the selected alternative evaluation.

Regulatory Framework

1. Communicate with regulatory agencies having jurisdiction over the watershed and selected alternatives. Discuss potential regulatory requirements for the selected alternatives and appropriate and feasible strategies for satisfying these requirements. The regulatory agencies anticipated under this Extension Agreement include the following.
 - a. United States Army Corps of Engineers
 - b. Illinois Department of Natural Resources
 - c. Illinois Environmental Protection Agency
2. Prepare a summary memorandum of the regulatory discussions for Village.

Funding Sources

1. Prepare a list of potential funding sources including grants, loans, legislative programs, regional funding, and local funding.
2. Prepare a summary memorandum of the funding sources for Village.

Public Presentations

1. Develop meeting materials based on input and communication with Village for one Vision Phase public meeting to present selected alternatives, associated levels of service, challenges, and OPCCs. Materials will include two-dimensional model simulations and graphical representations for the alternatives.
2. Conduct one Vision Phase Open House, solicit public feedback and discussion, and document comments and observations.
3. Prepare a summary memorandum of the public meeting discussions for Village.
4. Update presentation materials based on input and communication with Village and conduct one Stormwater Management Plan presentation to the Village Council.
5. Develop a final Stormwater Management Study combining summary and technical memoranda and final alternatives selection.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated the week of April 1, 2024. Services are scheduled for completion by December 30, 2024.

Village Responsibilities

1. Assist Consultant by placing at Consultant's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Consultant, as reasonably required by Consultant for performance of Services as part of this Extension Agreement, data prepared by or services of others obtained or prepared by Village relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Consultant may rely upon in performing Services under this Extension Agreement.
3. Provide access to the watershed areas as reasonably required for Consultant to perform Services under this Extension Agreement.
4. Cooperate in good faith with Consultant to obtain access to public and private lands as reasonably required for Consultant to perform Services under this Extension Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Consultant and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of Consultant.

EXHIBIT B

SPECIAL PROVISIONS

None

EXHIBIT C

COMPENSATION

Compensation

The Village shall compensate the Consultant for Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka under this Extension Agreement on a lump sum basis a fee of \$250,260.