

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
OCTOBER 13, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Contract Amendment: Environmental Services for Sterling North Park Stormwater Improvement Project (CIP Project SW-033)	✓ Resolution Ordinance Motion Discussion Only	Naneil Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize an amendment to an existing contract with Anderson Environmental Consulting, Inc. (AEC) of Downers Grove, IL, for the Sterling North Park Stormwater Improvement Project (SW-033). The amount of the proposed amendment, \$6,798.00, would increase the existing contract amount from \$15,766.89 to \$22,564.89. This is the second amendment for the contract with Anderson Environmental Consulting, Inc.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improve Neighborhood Infrastructure Curbs, Gutters, Streets, Sidewalks, Stormwater and Drainage System*.

FISCAL IMPACT

The FY09 budget provides \$3,200,000 in the Stormwater Fund for all projects in St. Joseph North, Subwatershed C (SW-033).

RECOMMENDATION

Approval on the October 20, 2009 consent agenda.

BACKGROUND

The proposed site for the Sterling North Park Stormwater Improvement project was formerly a wastewater treatment plant operated by the Downers Grove Sanitary District. The plant included sludge beds and a lagoon that were operational from 1931 to 1963. Given the previous use of the property, there are materials in the ground that must be handled and remediated pursuant to the Illinois Environmental Protection Agency (IEPA) regulations. To limit future environmental liabilities for the site, the Village has entered the property into the IEPA's voluntary Site Remediation Program (SRP) and is seeking a No Further Remediation (NFR) letter. The Village entered into a contract with AEC to assist the Village in obtaining the NFR letter. On July 7, 2009, the Village amended the contract to allow AEC to perform additional testing and reporting required to obtain the NFR.

The additional testing indicates that portions of the site contain certain volatile organic compounds (VOCs) and Resource Conservation and Recovery Act (RCRA) metals. These materials appear at levels necessitating handling and disposal per IEPA guidelines. The required handling and disposal costs are significantly higher than the standard handling and disposal costs and could dramatically affect the total project cost. While the testing completed to date has indicated the presence and general location of these materials, additional testing is required to further delineate the location and estimated amount of affected soils.

Staff is recommending this increase to the scope of work and the amount of the contract with Anderson Environmental Consulting, Inc. for additional soil testing that will potentially decrease the current, estimated quantity of contaminated soil disposal at the location.

ATTACHMENTS

Amendment

Capital Project Sheet (SW-033)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND ANDERSON ENVIRONMENTAL CONSULTING, INC.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Proposal and Authorization to Proceed (the “Amendment”), between the Village of Downers Grove (the “Village”) and Anderson Environmental Consulting, Inc. (“AEC”), for additional soil sampling services requested by the Illinois EPA in relation to the Sterling North Park Stormwater Improvement Project (SW-033), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



Anderson Environmental Consulting, Inc.

May 8, 2009

Mr. Jim Tock, EI
Village of Downers Grove–Public Works
5101 Walnut Ave.
Downers Grove, IL 60515

**Response to IEPA Comments
Illinois EPA, Site Remediation Program
Sterling North Park
Downers Grove, IL**

Dear Jim:

Per your request, Anderson Environmental Consulting, Inc. (AEC) is pleased at the opportunity to provide you with our proposal for comment response to the Illinois EPA (IEPA) for the subject site that is in the IEPA Site Remediation Program (SRP). As part of the Village of Downers Grove (VoDG) response to stormwater flooding issues, a planned wet-bottom basin with sufficient depth (up to 10-12 feet) to allow water-based recreational activities has been proposed for St. Joseph Creek. Per our recent discussion, the following is our technical proposal for environmental consulting services that AEC has prepared for the Village of Downers Grove (VoDG) for the subject site. The environmental consulting services would be related to the management and regulatory reporting for impacts at the subject site along with applicable associated soils and groundwater sampling in accordance with current federal and state rules and regulations.

Background

The site is east of the Ellsworth Industrial Park Site and partially overlies a former municipal wastewater treatment facility. AEC has received the 2006 Site Assessment Report and a 2008 geotechnical study with laboratory analytical data. Additionally, AEC has received a grading plan for the site and the Downers Grove Park District concept design. The site currently consists of undeveloped land and is generally located south of the intersection of Curtiss Street and Glenview Avenue and East of Belmont Road in Downers Grove, Illinois.

According to the existing documentation, the site was formerly a wastewater treatment plant operated by the Downers Grove Sanitary District. Based on historical aerial photographs and other historical sources, the wastewater treatment plant included sludge beds and a lagoon that appeared to be in operation from at least 1931 to 1963.

Soil and groundwater sampling has been conducted at the site. No apparent chemical odors or staining in the soil probes located at the site. The laboratory analyses detected certain VOCs, namely acetone, 2-butanone, and toluene in selected soil samples. Metal impacts were noted primarily in shallow soils associated. Sampling results were summarized in a Site Investigation-Remediation Objectives Report (SIR-ROR) to the IEPA.

6912 MAIN STREET, STE. 225
DOWNERS GROVE, IL 60516

630-725-0400
FAX 630-725-0401

www.anderson-env.com

Scope of Work

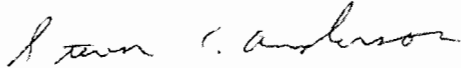
The IEPA has issued a review letter for the recently submitted SIR-ROR. AEC will coordinate a formal response to the Illinois EPA on behalf of the VoDG. The cost on a time and material basis for this work is estimated as follows:

Hours	Staff	Rate	Cost
3	Anderson	\$ 119.95	\$ 359.85
8	Fasbender	\$ 70.88	\$ 567.04
			\$ 926.89

If a meeting is necessary an additional four hours for is requested (4 hours * \$119.95 = \$479.80). This does not include the fieldwork for response to these comments.

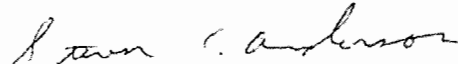
To initiate the project, please sign the proposal and fax it back to us. If you have any questions, please contact me at (630)725-0400 or sanderson@anderson-env.com.

Sincerely
ANDERSON ENVIRONMENTAL CONSULTING, INC.



Steven C. Anderson, LPG
 Principal Geologist

To formalize your acceptance of this proposal and to provide AEC with authorization to proceed with the scope of work identified herein, please return a signed copy of this proposal to AEC.

<p>Anderson Environmental Consulting, Inc.</p> <hr/> <p>Steven C. Anderson Name (printed)</p> <hr/> <p>Principal Geologist Title (printed)</p> <hr/>  Signature	<p>Acceptance of Proposal and Authorization to Proceed</p> <hr/> <p>Name (printed)</p> <hr/> <p>Title (printed)</p> <hr/> <p>Signature</p> <hr/> <p>Date: _____</p>
<p>Date: <u>May 8, 2009.</u></p>	<p>Date: _____</p>



Anderson Environmental Consulting, Inc.

October 2, 2009

Mr. Jim Tock, EI
Village of Downers Grove – Public Works
5101 Walnut Ave.
Downers Grove, IL 60515

**Perimeter Soil Sampling
Illinois EPA, Site Remediation Program
Sterling North Park
Downers Grove, IL**

Dear Jim:

Per your request, Anderson Environmental Consulting, Inc. (AEC) is pleased at the opportunity to provide you with our proposal for additional soil sampling requested by the Illinois EPA (IEPA) in their April 28, 2009 correspondence letter for the subject site. As well as the additional soil sampling requested by the Village of Downers Grove (VoDG) the October 1, 2009 meeting. AEC will perform this work in accordance with our existing contract with the VoDG. The site is in the IEPA Site Remediation Program (SRP). The environmental consulting services are related to the management and oversight of impacted soils at the subject site along with associated soil sampling in accordance with current federal and state rules and regulations.

Project Understanding

The site is east of the Ellsworth Industrial Park Site and partially overlies a former municipal wastewater treatment facility. The site currently consists of undeveloped land and is generally located south of the intersection of Curtiss Street and Glenview Avenue and East of Belmont Road in Downers Grove, Illinois. According to the existing documentation, the site was formerly a wastewater treatment plant operated by the Downers Grove Sanitary District. Based on historical aerial photographs and other historical sources, the wastewater treatment plant included sludge beds and a lagoon that appeared to be in operation from at least 1931 to 1963. As part of the Village of Downers Grove response to stormwater flooding issues, a planned wet-bottom basin with sufficient depth (up to 10-12 feet) to allow water-based recreational activities and to allow wintering over of fish has been proposed for St. Joseph Creek.

Soil and groundwater sampling has been conducted at the site. No apparent chemical odors or staining was noted in the soil probes located at the site. The laboratory analyses detected certain volatile organic compounds (VOCs), namely acetone, 2-butanone, and toluene in selected soil samples. Metal impacts were noted primarily in shallow soils associated. Sampling results were summarized in a Site Investigation-Remediation Objectives Report (SIR-ROR) to the IEPA. The SIR-ROR was approved by the agency in a correspondence dated September 1, 2009. AEC understands the VoDG requires support in the collection of soil samples from the perimeter of the proposed basin to address environmental issues and comments made by the IEPA in the April 28, 2009 correspondence letter received by the VoDG. AEC also understand that the VoDG is

requesting that additional soil samples be collected from the topsoil of the site. The purpose of these samples is so that the soils at the site can be properly managed by the VoDG to avoid potential exacerbation of contaminated soils present at the site.

We feel our experience and expertise can fully benefit the VoDG. AEC provides professional environmental services to the public and private sector covering the fields of brownfields, leaking underground storage tanks, environmental due diligence, drycleaner sites and the associated soil and groundwater analyses.

Scope of Work

On April 28 2009, the IEPA issued a review letter for the submitted SIR-ROR. The review letter requested that additional soil samples for VOCs and RCRA metals be collected from around the perimeter of the retention basin to confirm that remediation objectives will be met upon completion of the retention basin's construction.

To address the IEPA's request for perimeter samples, AEC will monitor the advancement of six borings to a depth of ten feet below ground surface (bgs) along the perimeter of the retention basin.

Per the Village of Downers Grove's request, two additional borings will also be advanced to a depth of five feet bgs in the areas of ECS soil borings B-4 and B-7 on the south side of St. Joseph Creek to confirm the presence of acetone in the upper five feet of soil.

Lastly, shallow soil samples (topsoil 0 to 1 foot bgs) will be collected for VOCs and RCRA metals (total). AEC proposes four soil samples north of St. Joseph Creek and four soil samples south of St. Joseph Creek. Furthermore, AEC proposes holding the four soils samples from south of St. Joseph Creek upon the results of the test borings in association with ECS. At the completion of the sampling activities at the site and following the receipt of data, AEC will prepare and submit to the Village of Downers Grove a Site Investigation Report-Remedial Objectives Report addendum documenting the soil sampling analytical results.

Analytical results will be reported and addressed in the Remedial Action Completion Report submitted after the completion of the excavation.

Schedule

To address the VoDG's desire to conduct the sampling as soon as possible, AEC is available to conduct the sampling as early as next week (suggested dates October 7- 8). Per our previous AEC understands that the VoDG is handling the scheduling of the drilling contractor for this purposed scope of work.

AEC will work closely with the Village to meet project milestone dates and associated deadlines as they are identified. AEC will endeavor to conduct the perimeter soil sampling activities as soon as fully authorized to do so.

Cost Estimate

The estimated costs for conducting this SOW as herein are as follows:

June 24, 2009 Quote	\$ 4,910
Driller Credit	\$ (848)
Sub-total	\$ 4,062

Replication of ECS borings	\$ 829
Topsoil Sampling	\$ 917
Additional Report	\$ 990
Total	\$ 6,798

Per our previous conversations the above cost excludes drilling services, which will be contracted directly by the VoDG (the drillers scope of work is attached).

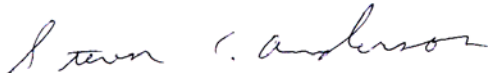
Assumptions

The following assumptions have been made in preparing this scope of work:

- Free access will be provided to the site.
- Additional mobilization costs due to weather delays are not included.
- No soil excavation is included in this work.
- Perform work in Level D protection.
- This proposal is valid for 60 days.
- There are no underground obstructions. AEC understands the Village driller will contact the local utility clearance provider (JULIE) to clear public underground utilities. The owner is responsible to identify any other private utilities.
- AEC is not responsible for damage to unmarked or unidentified utilities or underground objects.
- Payment terms are 30 days from invoice.

AEC appreciates the opportunity to provide you assistance with this project. If you have any questions, or need additional information, please do not hesitate to contact me at 630-725-0400.

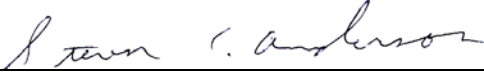
Sincerely yours,
ANDERSON ENVIRONMENTAL CONSULTING, INC.



Steven C. Anderson, LPG
Principal Geologist

To formalize your acceptance of this proposal and to provide AEC with authorization to proceed with the scope of work identified herein, please return a signed copy of this proposal to AEC.

Acceptance of Proposal and Authorization to Proceed

Anderson Environmental Consulting, Inc.	VoDG – Public Works
Company Name (printed)	Company Name (printed)
Steven C. Anderson	
Name (printed)	Name (printed)
Principal	
Title (printed)	Title (printed)
	
Signature	Signature
October 2, 2009.	
Date	Date

Cc: Naneil Newlon (VoDG – Public Works - Director)
Mike Millette (VODG – Public Works – Assistant Director)
Todd Reese (VoDG – Park District – Director of Parks)
Paul Fyle (VoDG – Park District – Park Planner)

AGREEMENT

This Agreement is made this 2nd day of March, 2008 by and between Anderson Environmental Consulting, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant to provide environmental consulting services; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal dated January 2, 2009 incorporated herein by reference as **Exhibit A**.

II. Term of Agreement

- A. The term of this Agreement shall be one (1) year or until the services as set forth in Exhibit A have been completed, whichever shall occur first.

III. Compensation

A. Basic Fees:

See attached Exhibit A.

B. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et

seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the

Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the

workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Insurance and Indemnification of the Village

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultant's operations under this agreement and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle:

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions), per attached COI.

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village. In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

SCA
3-2-09

G. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

H. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

I. Successors and Assigns

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

J. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

K. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

L. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

M. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

N. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

O. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as **Exhibit B**.

P. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

**ANDERSON ENVIRONMENTAL CONSULTING, INC.
6912 MAIN STREET, Ste. N. 225
DOWNERS GROVE, ILLINOIS 60516**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**ANDERSON
ENVIRONMENTAL CONSULTING, INC.**

By: [Signature]
Title: Principal Geologist
Date: 3-2-09

Village of Downers Grove

By: [Signature]
Title: Village Manager
Date: 3/3/09

1:\m\agr.08\ERA-Contract

APPROVED

Exhibit B Campaign Disclosure Certificate

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

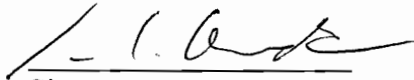
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Steven C. Anderson
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

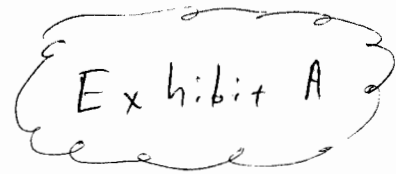
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Anderson Environmental Consulting, Inc.

January 2, 2009

Mr. Jim Tock, EI
Village of Downers Grove – Public Works
5101 Walnut Ave.
Downers Grove, IL 60515

**Proposal for Environmental Consulting Services
Illinois EPA, Site Remediation Program
Sterling North Park
Downers Grove, IL**

Dear Jim:

Per your request, Anderson Environmental Consulting, Inc. (AEC) is pleased at the opportunity to provide you with our proposal for review and approval of the subject site in the Illinois EPA (IEPA) Site Remediation Program (SRP). As part of the Village of Downers Grove response to stormwater flooding issues, a planned wet-bottom basin with sufficient depth (up to 10-12 feet) to allow water-based recreational activities and to allow wintering over of fish has been proposed for St. Joseph Creek. Per our recent discussion, the following is our technical proposal for environmental consulting services that AEC has prepared for the Village of Downers Grove (VoDG) for the subject site. The environmental consulting services would be related to the management and regulatory reporting for impacts at the subject site along with applicable associated soils and groundwater sampling in accordance with current federal and state rules and regulations. AEC understands the VoDG requires support for environmental issues during the design process. We feel our experience and expertise can fully benefit the VoDG. AEC provides professional environmental services to the public and private sector covering the fields of brownfields, leaking underground storage tanks, environmental due diligence, drycleaner sites and the associated soil and groundwater analyses.

Background

The site is east of the Ellsworth Industrial Park Site and partially overlies a former municipal wastewater treatment facility. AEC has received the 2006 Site Assessment Report and a 2008 geotechnical study with laboratory analytical data. Additionally, AEC has received a grading plan for the site and the Downers Grove Park District concept design. The site currently consists of undeveloped land and is generally located south of the intersection of Curtiss Street and Glenview Avenue and East of Belmont Road in Downers Grove, Illinois.

According to the existing documentation, the site was formerly a wastewater treatment plant operated by the Downers Grove Sanitary District. Based on historical aerial photographs and other historical sources, the wastewater treatment plant included sludge beds and a lagoon that appeared to be in operation from at least 1931 to 1963. Part of the site was an open pit that was used for dumping of various materials (e.g., lumber, oil barrels, sheet metal, etc.).

6912 MAIN STREET, STE. 225
DOWNERS GROVE, IL 60516

630-725-0400
FAX 630-725-0401

www.anderson-env.com

Weaver Boos advanced 16 soil probes (WB1 – WB16) on the site in March 2006 to depths ranging from 15 to 40 feet below ground surface (bgs) in areas of identified potential sources, namely the former sludge beds, lagoon, and former underground sewer line.

ECS LLC (ECS) advanced a total of eight (8) soil borings, B-1 through B-8 in January 2008 to depths of approximately 10 to 30 feet located in the vicinity of the proposed storage pond and other structures. Eight soil samples were submitted for laboratory analysis (7 discrete and 1 composite). The seven discrete samples were analyzed for VOCs and selected metals and the composite for waste disposal parameters.

Results and Discussion

Geology: Based on previous reports, the soil at the site generally consists of discontinuous and interspersed layers of sandy, silty and clayey soil of varying thicknesses with isolated gravel seams. Generally, the soil located in close proximity to St. Joseph Creek, which bisects the site from the northwest corner to the southeast corner, contains a greater amount of sand, silt and gravel than the higher elevations located on the north and south sides of the site, which consist predominantly of clay and silty clay soil. During drilling activities, Weaver Boos reported no apparent chemicals odors or staining on the site. As many as two representative soil samples were selected from each probe with the exception of soil probes WB-4 and WB-15. Weaver Boos selected one soil sample from WB-4 due to the highest organic vapor reading occurring near the bottom of the soil probe. One representative sample was selected from soil probe WB-15 due to an obstruction encountered at 15 feet bgs. Weaver Boos encountered groundwater in silty sand, silt, and clayey soil at depths ranging from 20 to 28 feet bgs in 11 of the 16 soil probes completed at the site. 8 of the 11 soil probes were converted to temporary monitoring wells and shallow groundwater samples were collected in the locations that exhibited elevated organic vapor readings and in areas of identified potential sources (i.e., the former sludge beds, lagoon, and potential dumping areas).

Impacts

The selected soil and water samples (30 soil samples and 8 groundwater samples) were submitted for laboratory analysis. Samples were analyzed for VOCs only. The laboratory analyses detected certain VOCs, namely acetone, 2-butanone, and toluene, in 10 of the 16 soil probes completed and in 17 of the 30 soil samples analyzed.

None of the detected VOCs exceed the IEPA Tiered Approach to Corrective Action Objectives (TACO) Tier 1 soil remediation objectives.

ECS submitted the selected discrete soil samples (7 soil samples) for laboratory analysis. Samples were analyzed for VOCs and metals. The laboratory analyses detected certain VOCs, namely acetone or 2-butanone, in 7 of the 7 soil probes sampled. Additionally, the laboratory analyses detected certain metals, namely cadmium, chromium, lead and mercury in 7 of the 7 soil probes sampled.

None of the detected VOCs exceed the TACO Tier 1 soil remediation objective

Four of the seven soil samples for metals exceeded TACO Tier 1 soil remediation objectives.

The laboratory analyses detected certain VOCs in 3 of the 8 water samples analyzed from the site. Specifically, the water samples collected from soil probes WB-10 and WB-11, which were located in the former lagoon exhibited elevated concentrations of trichloroethene (TCE) that exceed the TACO Tier 1 Class I and Class II groundwater remediation objectives.

Summary

Weaver Boos completed 16 soil probes at the site and selected a total of 30 soil samples and 8 water samples for VOC analyses. No apparent chemical odors or staining in the soil probes located at the site. The laboratory analyses detected certain VOCs, namely acetone, 2-butanone, and toluene, in 10 of the 16 soil probes, which do not exceed the TACO Tier 1 soil remediation objectives. Additionally, the water sample collected from soil probes WB-10 and WB-11 located in the former lagoon exhibited elevated concentration of TCE that exceed the TACO Tier 1 groundwater remediation objectives. The ECS results were generally consistent with the Weaver Boos results however metal impacts were noted primarily in shallow soils associated with the former lagoon.

Scope of Work

To limit future environmental liabilities, a No Further Remediation (NFR) letter is desired from the Illinois Environmental Protection Agency (IEPA) to address the recognized environmental conditions identified in connection with the subject property. To obtain a NFR letter the site would be entered into the Site Remediation Program (SRP). Typically, the IEPA requires the following reports for the SRP program:

- 1) Site Investigation Report (SIR);
- 2) Remedial Objectives Report (ROR);
- 3) Remedial Action Plan; and
- 4) Remedial Action Completion Report.

To save the time for the IEPA review and reduce the reporting costs, AEC will prepare three reports, 1) Site Investigation Report and Remedial Objectives Report and 2) Remedial Action Plan and 3) Remedial Action Completion Report, to satisfy the IEPA requirements. Note, the capstone deliverable (Remedial Action Completion Report – RACR) for the project will be prepared under a separate authorization.

To determine the current site conditions (extent), a soil and groundwater investigation is warranted to delineate the extent of soil and groundwater contamination. Once the full extent of (both on-site and off-site, if any) has been defined, the combination reports will be prepared and submitted to the IEPA for their review and approval.

A total of eight soil borings will be advanced on the property boundaries and near the pertinent site features. The soil borings will be advanced with a truck-mounted Geoprobe unit or a hollow-stem auger to a maximum depth of 20 feet below grade. Four borings will be converted to groundwater monitoring wells. Soil samples collected from soil borings will be tested for VOCs and selected metals. Four to six (4-6) groundwater samples will be tested for VOCs and metals.

Schedule

Upon receipt of authorization, the drilling and sampling will be completed within one to two (1-2) weeks. The analytical results will be obtained within 7-10 days. The SIR and ROR will be completed within two to four (2-4) weeks of field activities. It may take two months for the IEPA review and approval of the report. Once the Report is approved by the IEPA, the Remedial Action Plan (RAP) will be prepared. AEC will review with the VoDG the appropriateness of the submitted RAP prior to the IEPA review and acceptance of the SIR-ROR. The RAP will incorporate the planned excavation of most of the site. A Remedial Action

Completion Report is anticipated following completion of construction at the site and will be handled under a separate authorization.

Cost Estimate

The cost on a time and material basis for this work is estimated as follows:

Site Investigation - Field	\$ 4,790
SIR-ROR	\$ 5,100
RAP	\$ 4,950
Total	\$ 14,840

Per discussion with the VoDG, AEC will exclude the drilling work, and the VoDG will contract the drilling services directly. AEC will prepare the driller’s Scope of Work for the VoDG and work with the driller in the field sitting borings/well locations and collecting samples. The VoDG will pay separately for the laboratory analytical work. AEC will schedule the work with the laboratory and coordinate bottle pick-up and sample delivery to the lab, but the VoDG will pay the laboratory directly. Also, the capstone deliverable (Remedial Action Completion Report – RACR) for the project will be prepared under a separate authorization.

Additionally, the IEPA-entry fee of \$500 and IEPA oversight costs will be required. If additional sampling is required by the IEPA, the work will be scoped and a budget prepared for client review and approval.

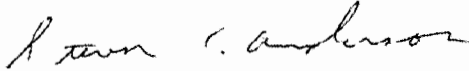
Assumptions

The following assumptions have been made in preparing this evaluation:

- Free access will be provided to the site.
- Additional mobilization costs due to weather delays are not included.
- Remediation is not included in this estimate.
- No soil excavation is included.
- Perform work in Level D protection.
- This proposal is valid for 60 days.
- There are no underground obstructions. AEC will contact the local utility clearance service (JULIE) to clear public underground utilities. The owner is responsible to identify any other utilities.
- AEC is not responsible for damage to unmarked or unidentified utilities or underground objects.
- Payment terms are 30 days from invoice.

To initiate the project, please sign the proposal and fax it back to us. If you have any questions, please contact me at (630)725-0400 or sanderson@anderson-env.com.

Sincerely
ANDERSON ENVIRONMENTAL CONSULTING, INC.



Steven C. Anderson, LPG
Principal Geologist

To formalize your acceptance of this proposal and to provide AEC with authorization to proceed with the scope of work identified herein, please return a signed copy of this proposal to AEC.

Anderson Environmental Consulting, Inc.

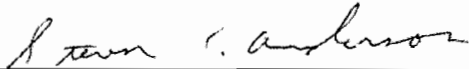
**Acceptance of Proposal and Authorization
to Proceed**

Steven C. Anderson

Name (printed)

Principal Geologist

Title (printed)



Signature


Date: **January 2, 2009.**

DAVID FIELDMAN

Name (printed)

VILLAGE MANAGER

Title (printed)



Signature

Date: **3/13/09**

APPROVED

Budget Costs
Sterling North Park

Service Rendered		Cost Per Hour	Hours of Work	Total Cost
Fieldwork	Scientist I	\$ 70.88	46	\$ 3,260.48
Stake locations, soil logging, soil samples, well development, well sampling, surveying, hydraulic conductivity testing	Senior Professional Geologist	\$ 119.95	8	\$ 959.60
			Subtotal	\$ 4,220.08
Consultant Materials Costs	Photoionization Detector (Daily Cost)	\$ 75.00	2	\$ 150.00
	Soil Sampling Kit (Daily Cost)	\$ 50.00	1	\$ 50.00
	Groundwater Sampling Kit (Daily Cost)	\$ 100.00	2	\$ 200.00
	Surveying Equipment	\$ 100.00	1	\$ 100.00
	Pump	\$ 70.00	1	\$ 70.00
			Site Investigation-Field - Subtotal	\$ 4,790.08
Site Investigation Report/ Remediation Obj. Report Preparation	Scientist I	\$ 70.88	44	\$ 3,118.72
	Senior Professional Geologist	\$ 119.95	16	\$ 1,919.20
			Subtotal	\$ 5,037.92
Consultant Materials Costs	USPS/UPS Shipping for Report Submittals	\$ 20.00	2	\$ 40.00
	Photocopies	\$ 0.10	220	\$ 22.00
			Remediation Objectives Report - Subtotal	\$ 5,099.92
Remedial Action Plan Preparation	Scientist I	\$ 70.88	42	\$ 2,976.96
	Senior Professional Geologist	\$ 119.95	16	\$ 1,919.20
			Subtotal	\$ 4,896.16
Consultant Materials Costs	USPS/UPS Shipping for Report Submittals	\$ 17.00	2	\$ 34.00
	Photocopies	\$ 0.10	200	\$ 20.00
			Remedial Action Plan - Subtotal	\$ 4,950.16
			Total Env. Consulting Serv.	\$ 14,840.16

Subcontractor quotes are excluded in this Budget and will be paid by VoDG separately. The hourly rates are Illinois EPA environmental services rate sheets.

2009-2013 Capital Project Sheet

Project # **SW-033**

Project Description **Watershed Improvements, St. Joseph Creek, north branch (Sub C)**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re-grading depressional storage areas, new storm sewer and catch basins. The Five Year Strategic Plan for 2009-2013 identifies a goal of top quality Village infrastructure and facilities. Supporting objectives include improving neighborhood infrastructure and upgrading the water system.

Cost Summary	New Maintenance Replacement			FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Years	TOTAL
	Professional Services		x			200,000				526,000
Land Acquisition	x				100,000					100,000
Infrastructure		x		3,200,000	3,100,000				6,500,000	12,800,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				3,200,000	3,400,000	-	-	-	7,026,000	13,626,000

Funding Source(s)		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Years	TOTAL
243-Stormwater Fund	▼	3,200,000	3,400,000				7,026,000	13,626,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		3,200,000	3,400,000	-	-	-	7,026,000	13,626,000

Project status and completed work

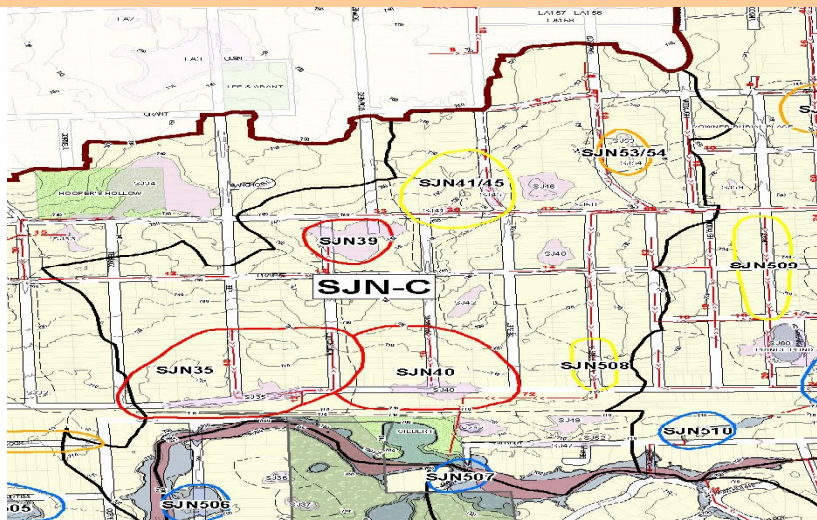
Detailed design began in 2008. Meetings with the Park District and affected residents were held. Construction is anticipated to begin in 2009.

Grants (funded or applied for) related to the project.

None

Impact-annual operating expenses	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score	1	Priority Setting Factor: H/S/W	72	Project Manager:	Michael D. Millette
Priority Status:	High	Program:	347	Department:	Public Works