



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Extension of Contract with Capital Infrastructure Group, LLC.
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Presenter:	Mark Koenen
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*Please check appropriate box:*

	Government Operations	X	Government Services 11.26.12
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$24,000	Budgeted:	YES	x	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Capital Infrastructure Group, LLC has represented the City recently regarding transportation projects at both the IDOT offices in Springfield (Central Office) and Schaumburg (District One). More recently, this representation has addressed technical construction matters on both the Red Gate Bridge and IL 64 (7<sup>th</sup> Ave – IL 59) projects and billing/financial matters related to local and state/federal funding.

Capital Infrastructure Group, LLC is also coordinating between the city and IDOT regarding the proposal to update post development storm water runoff performance standards. These proposed storm water rules are in response to the Association of Illinois Soil and Water Conservation Districts and their state task force planning to make recommendations to the IEPA. The Capital Infrastructure Group, LLC presence locally and in Springfield has provided access to key officials in guiding project process and time lines.

**Attachments:** *(please list)*

Proposal as noted above.

**Recommendation / Suggested Action** *(briefly explain):*

Staff recommends approval of an 8-month contract for Consulting Services with Capital Infrastructure Group.

*For office use only:*

*Agenda Item Number: 5.h*

## **PROPOSAL FOR CONSULTING SERVICES**

THIS AGREEMENT, is entered into as of January 1, 2013 by and between City of St. Charles, Illinois (hereinafter called "Client") with its offices at Two East Main Street, St. Charles, Illinois, 60174, and Capital Infrastructure Group, LLC (hereinafter called "CIG") with its offices located at 3509 Benbrook Drive, Springfield, Illinois 62711.

### **WITNESSETH:**

WHEREAS, Client wishes to retain CIG to furnish certain consulting services (hereinafter more particularly described), which CIG is qualified to perform, on behalf of Client in the State of Illinois; and

WHEREAS, CIG is willing to render such services and is properly registered to do so,

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

#### 1. Terms

- (a) This agreement shall be effective as of January 1, 2013, and continue in full force and effect through August 30, 2013 (eight months). Subject to fifteen (15) day's written notice, agreement may be terminated at any time, for any reason by either party.
- (b) Termination shall not terminate any consulting service obligations of CIG, including, but not limited to, those set forth in Sections 6, 7 and 8 and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.

#### 2. Consulting Services

- (a) Client hereby retains CIG and CIG hereby undertakes to exercise its best efforts to protect and promote the business, reputation and interests of Client, performing consulting services (hereby called "Services"). The primary focus and scope of such services shall include, but not be limited to, the following:

- Assist with assessing potential impacts to City and the drafting of appropriate response to the IEPA regarding Post-Development Stormwater Runoff Performance Standards being considered for adoption; specifically with regard to the 1.35” containment provisions and the impacts to linear improvements.
- Provide continued assistance with the necessary reviews and pursuit of state and federal funding for the Red Gate Bridge.
- Assist as needed with counsel on timely agency reviews, and managing citizen input and public relations leading to the successful completion of Phase III (Construction) of the Red Gate Bridge project.
- Assist with liaison between the City, State Officials and other involved parties on scheduled improvements to Main Street (Illinois Route 64), including impact mitigation to affected private and public properties.
- Assist with the expeditious resolution of issues resulting from, and related to routine problems that can be expected to occur during the course of projects such as the improvement of Main Street (Illinois Route 64).
- Assist the City in the identification of potential grant opportunities and other funding sources that might provide funding for desirable improvements to the infrastructure of the City.
- Use extensive knowledge of agency policy to expedite specified projects through IDOT and FHWA review processes.
- Use longstanding relationships in the Illinois General Assembly and the US Congress to assist in identifying and seeking the funding necessary for advancement of the projects sought by the City.
- Assist with public relations and awareness of the issues and action points where community involvement is most useful and effective, including participation in meetings between local officials and state or federal legislators and involved agencies.
- Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois State Legislature, the United States Congress or in any agency or department of either, pertaining to the focus of this agreement.
- Public affairs consulting efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the subject project.

- On instructions from an authorized representative designated under section 5, undertaking such actions as Client may deem appropriate and consistent with the objectives of this Agreement, these actions may include, appearing and/or testifying at hearings and promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (b) CIG shall provide Client with written reports on its activities under this agreement as requested.
- (c) CIG shall maintain close liaison and frequent communication with the authorized representatives designated under Section 5.

### 3. Compensation

- (a) In consideration of CIG's rendering of Services, Client shall pay CIG monthly payments of \$3000.00 a month to begin within 30 days from the acceptance date by both the Client and CIG of this agreement.
- (b) It is understood and agreed that the compensation recited in subsection (a) includes usual and ordinary costs and expenses. If CIG determines that there is a need to incur extraordinary costs and expenses in the performance of Services (such as travel to Washington, DC) Client shall reimburse CIG, provided the nature, amount and circumstances thereof are **fully disclosed to and prior approval is obtained** from an authorized representative designated under Section 5, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

### 4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of CIG, CIG agrees promptly and shall, if so directed by Client, refrain from performing Services with respect to such area of conflicting interest. CIG agrees that Client shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to CIG if, in Client's sole judgement, upon reasonable basis, CIG's representation of its other clients conflicts with the best interests of Client.

### 5. Authorized Representatives

For the purpose of this agreement, Client's authorized representative shall be Director of Public Works, Mr. Mark Koenen. It is recognized that the Client may designate additional representatives as necessary. CIG's primary contact will be Milton R. Sees.

## 6. Compliance with State and Federal Laws

The parties recognize and agree that both have a long-standing policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

## 7. Indemnification

(a) CIG will assume full responsibility for and shall indemnify and hold harmless Client and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of CIG or any breach by CIG of any of the terms and provisions of this Agreement.

(b) Client will assume full responsibility for and shall indemnify and hold harmless CIG and its subsidiaries and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

## 8. Confidentiality

CIG agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client, any confidential information obtained concerning the business and operations of the Client, as well as, confidential information developed by CIG in rendering services. Should any of this information be made available to the public domain by Client, or by third parties without breach of this agreement, CIG shall be free to use such publicly available information.

## 9. Independent Contractor

CIG is and shall act as an independent contractor rendering Services hereunder.

10. Miscellaneous

- (a) This agreement constitutes the full understanding of the parties and a complete understanding of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral between the parties. A waiver by either party with respect to any breach or default or of any right or remedy not shall be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision, which may be prohibited by law, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Capital Infrastructure Group, LLC

City of St. Charles, Illinois

By \_\_\_\_\_  
Milton R. Sees, PE

By \_\_\_\_\_