

RESOLUTION 15-68

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN STANLEY CONSULTANTS, INC. AND THE VILLAGES OF MORTON GROVE AND NILES FOR A JOINT WATER PROJECT

WHEREAS, the Village of Morton Grove (VILLAGE), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, for many decades the Village of Morton Grove has purchased water from the City of Chicago; and

WHEREAS, due to recent substantial rate hikes, the Village believes it is in the best interest to find an alternative water source at a more favorable rate; and

WHEREAS, since 2014, the Villages of Niles and Morton Grove (the Villages) have worked together to consider and analyze alternate sources of supply of Lake Michigan water; and

WHEREAS, on August 11, 2015, the Villages entered into an agreement with Stanley Consultants, Inc., 8501 W. Higgins Road, Suite 730 Chicago, IL 60631-2801 to study, review and update construction cost estimates for a new water transmission main and provide advice to the Villages in support of the Villages' efforts to procure an alternate source of supply; and

WHEREAS, based on the initial work performed by Stanley Consultants, Inc., the Villages have learned there may be an alternative method of water delivery using existing water distribution infrastructure of the Villages, as well as that of the Village of Skokie and the City of Evanston to provide cost savings to the Villages in obtaining an alternate water supply from Evanston; and

WHEREAS, analysis of modified delivery options would typically be undertaken in conjunction with a detailed transmission main route study; however, the Villages have determined it is advisable to expand the Stanley Consultants, Inc.'s existing scope of work to include the consideration of the use of existing infrastructure in advance of that route study; and

WHEREAS, the Villages have negotiated an Amendment to the August 15, 2015, agreement with Stanley Consultants, Inc. to consider the delivery of water service from Evanston to Morton Grove and Niles utilizing a combination of existing transmission and distribution infrastructure mains and infrastructure improvements in the City of Evanston, the Village of Skokie, and the Villages. This work will include:

- Projecting future water demands for Morton Grove and Niles using actual water use data (past ten years) provided by the Villages.
- Determine the water transmission improvements needed, and create as needed a skeletonized water system model to accomplish the same. The model used for this effort will be tested, but will not be fully calibrated.
- Meet with representatives of the four water systems; gather atlases; discuss systems operations and limitations; obtain access to existing modeling efforts' data files.
- Review and analyze available information to determine the best options for development of a four system modeling effort.
- Determine future demand rates for each community
- Use the model to determine the weak points and restrictions in each of the systems and determine the improvements needed for each of those systems to operate within acceptable limitations.
- Prepare opinions of probable cost for the proposed transmission improvements to reflect year 2017 costs; and
- Prepare a technical memorandum with exhibits summarizing the findings of this planning effort.
- If the initial analysis indicates the delivery of water service from Evanston to Morton Grove and Niles utilizing a combination of existing transmission and distribution infrastructure mains and infrastructure improvements appears to be infeasible due to risks to the systems being studied or the projected cost, Stanley Consultants, Inc. must report same and request direction from the Villages prior to proceeding with the rest of the services under this Amendment; and

WHEREAS, the work performed pursuant to this Agreement shall not exceed the amount of forty-five thousand one hundred sixty-two dollars (\$ 45,062) and shall be billed to and paid by the Village of Niles and the Village of Morton Grove equally; and

WHEREAS, the completion of the contract will be within thirteen weeks from the time of authorization to proceed; and

WHEREAS, it is in the best interest of the Village to approve this Amendment to the contract with Stanley Consultants, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village President is hereby authorized to execute an Amendment to the August 11, 2015, Agreement with Stanley Consultants, Inc. for consulting services relative to water supply in substantial conformity to Amendment 1 attached hereto.

SECTION 3: The Village Administrator, Corporation Counsel and/or his/her designee is hereby authorized to take all steps necessary to implement said contract

SECTION 4: This Resolution shall be in full force and effect from and upon its passage and approval.

Passed this 26th day of October 2015.

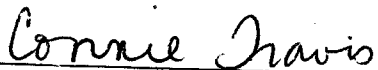
Trustee Grear	<u>AYE</u>
Trustee Minx	<u>AYE</u>
Trustee Pietron	<u>AYE</u>
Trustee Ramos	<u>AYE</u>
Trustee Thill	<u>AYE</u>
Trustee Witko	<u>AYE</u>

Approved by me this 26th day of October 2015



Daniel P. DiMaria , Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office
This 26th day of October 2015



Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

**VILLAGE OF MORTON GROVE
VILLAGE OF NILES
PROFESSIONAL SERVICES AGREEMENT
FOR JOINT WATER PROJECT**

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is dated as of the ____ day of _____, 2015 and is by, between, and among the **VILLAGE OF MORTON GROVE**, an Illinois municipal corporation ("Morton Grove"), the **VILLAGE OF NILES**, an Illinois municipal corporation ("Niles") (Morton Grove and Niles collectively sometimes referred to as "Villages") and **STANLEY CONSULTANTS, INC.** ("Consultant") and amends that certain Professional Services Agreement for Joint Water Purchase Project dated the 11th day of August, 2015 ("Agreement").

In consideration of the recitals and mutual covenants and agreements set forth in this Amendment and the Agreement, and pursuant to the Villages' statutory and home rule powers, the parties agree as follows:

Section 1. Background. Based on the initial work performed by Consultant under the Agreement, the Villages have learned that there may be an alternative method of water delivery using existing water distribution infrastructure of the Villages as well as that of the Village of Skokie and the City of Evanston to provide capital cost savings to the Villages in obtaining an alternate water supply from Evanston. Analysis of modified delivery options would typically be undertaken in conjunction with a detailed transmission main route study; however, the Villages have determined that it is advisable to expand the Consultant's existing scope of work in evaluating water delivery options to include the earlier consideration of an option for use of existing infrastructure in advance of that route study.

Section 2. Scope of Services. Exhibit A, incorporated into the Agreement pursuant to Section 1.C, is hereby amended to include the following additional Services:

Alternate 4 – Morton Grove and Niles Customer Set

This Alternate 4 will consider the delivery of water service from Evanston to Morton Grove and Niles utilizing a combination of existing transmission and distribution infrastructure mains and infrastructure improvements in the City of Evanston, the Village of Skokie, and the Villages. This work will include:

- Projecting future water demands for Morton Grove and Niles using actual water use data (past ten years) provided by the Villages.
- Use existing water model data files (as available and practical to use) to determine the water transmission improvements needed and/or create a skeletonized water system model to accomplish the same goal using atlases and other information provided by the water utilities. This will be a planning level model, not a detailed systems operations model. The model used for this effort will be tested, but will not be fully calibrated.
- Meet with representatives of the four water systems; gather atlases; discuss systems operations and limitations; obtain access to existing modeling efforts' data files.
- Review available information; request additional data as needed and analyze to determine best options for development of a four system modeling effort.

- Determine future demand rates for each community for use in this study, including review of estimated rates by the Villages prior to starting modeling work.
- Use the model to determine the weak points and restrictions in each of the systems and determine the improvements needed for each of those systems to operate within acceptable limitations.
- Prepare opinions of probable cost for the proposed transmission improvements to reflect year 2017 costs.
- Prepare a technical memorandum with exhibits summarizing the findings of this planning effort.
- If initial analysis indicates that Alternate 4 appears to be infeasible due to risks to the systems being studied or the projected cost, Consultant must report same pursuant to Section 2.D of the Agreement and request direction from the Villages prior to proceeding with the rest of the Services under this Alternate 4.

Section 3. Agreement Amount. Subsection 1.D is hereby amended to add the following additional sentence and a new Exhibit B-1 is attached to and made part of this Amendment and is hereby added to Exhibit B:

The total amount billed by the Consultant for the Services for the Alternate 4 work defined in the amended Exhibit A shall not exceed Forty Five Thousand One Hundred Sixty Two Dollars (\$45,062), to be billed as outlined in Exhibits B and B-1, including reimbursable expenses without the approval of the Villages pursuant to Sections 1.D and 8.A of the Agreement.

Section 4. Time of Performance. Subsection 2.C is hereby amended to insert the following additional sentence:

The Consultant's provision of the Services described in Amendment No. 1 shall commence upon execution of this Amendment by the parties. The Consultant shall diligently and continuously prosecute the Services, as amended by Amendment No. 1, until the completion of the Services within 13 weeks of the authorization to proceed. The Consultant shall advise the Villages if information from the other systems is not available in a timely fashion so that any delay can be avoided.

Section 5. Scope of Amendment. Except as specifically modified by this Amendment, all the terms and conditions of the original Professional Services Agreement shall remain in full force and effect.

ATTEST:

By: Connie Travis
Village Clerk

VILLAGE OF MORTON GROVE

By: Ralph E. Guila
Village Administrator

ATTEST:

By: _____
Village Clerk

VILLAGE OF NILES

By: _____
Village Manager

ATTEST:

By: Lawrence E. Thomas
Lawrence E. Thomas, PE
Water/Wastewater Manager

STANLEY CONSULTANTS, INC.

By: Bruce Worthington
Bruce Worthington, PE
Vice President

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**VILLAGE OF MORTON GROVE
VILLAGE OF NILES
PROFESSIONAL SERVICES AGREEMENT
FOR JOINT WATER PROJECT**

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is dated as of the 28 day of OCTOBER, 2015 and is by, between, and among the **VILLAGE OF MORTON GROVE**, an Illinois municipal corporation ("Morton Grove"), the **VILLAGE OF NILES**, an Illinois municipal corporation ("Niles") (Morton Grove and Niles collectively sometimes referred to as "Villages") and **STANLEY CONSULTANTS, INC.** ("Consultant") and amends that certain Professional Services Agreement for Joint Water Purchase Project dated the 11th day of August, 2015 ("Agreement").

In consideration of the recitals and mutual covenants and agreements set forth in this Amendment and the Agreement, and pursuant to the Villages' statutory and home rule powers, the parties agree as follows:

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Section 3. Agreement Amount. Subsection 1.D is hereby amended to add the following additional sentence and a new Exhibit B-1 is attached to and made part of this Amendment and is hereby added to Exhibit B:

The total amount billed by the Consultant for the Services for the Alternate 4 work defined in the amended Exhibit A shall not exceed Forty Five Thousand One Hundred Sixty Two Dollars (\$45,062), to be billed as outlined in Exhibits B and B-1, including reimbursable expenses without the approval of the Villages pursuant to Sections 1.D and 8.A of the Agreement.

Section 4. Time of Performance. Subsection 2.C is hereby amended to insert the following additional sentence:

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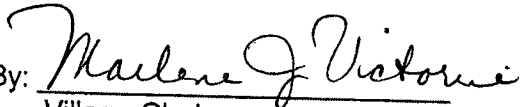
ATTEST:

By: _____
Village Clerk

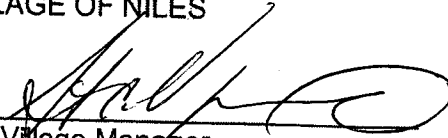
VILLAGE OF MORTON GROVE

By: 
Village Administrator

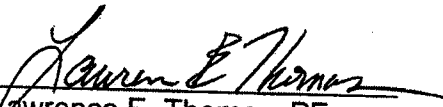
ATTEST:

By: 
Village Clerk

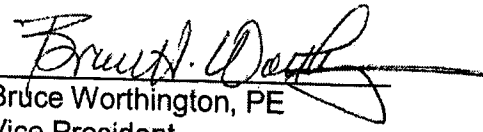
VILLAGE OF NILES

By: 
Village Manager

ATTEST:

By: 
Lawrence E. Thomas, PE
Water/Wastewater Manager

STANLEY CONSULTANTS, INC.

By: 
Bruce Worthington, PE
Vice President

#37533310_v3

**Villages of Morton Grove & Niles
Professional Services Agreement for Joint Water Project
Amendment No. 1 - Alternate 4: Extension of Service Through Existing Systems**

Task Number	Task Name	Total Hours	% of Total Project Hours	Total \$	Principal	Technical Advisor	Project Manager	Civil Engineer	Water System Modeler	GIS Lead	Cost Estimator	Designer	Admin. Assistant
1	Project Management & Administration	8.5	3%	\$1,190	0.5		4.0						4.0
2	Quality Assurance & Control	4.0	1%	\$944		4.0							
3	Utility Meetings & Site Visits	16.0	5%	\$3,344			16.0						
4	Review Available Information; Analyze Information; Develop future water demands	32.0	11%	\$4,144			8.0	24.0					
5	Water System Modeling & Analysis	144.0	48%	\$19,616			16.0	16.0	80.0	32.0			
6	Opinion of Probable Cost	22.0	7%	\$3,662			2.0	4.0			16.0		
7	Technical Memorandum Development	48.0	16%	\$7,488			24.0	24.0					
8	Exhibits	28.0	9%	\$4,512			2.0	2.0				24.0	
Total Project Hours		302.50	100.0%	\$44,900	0.5	4.0	72.0	70.0	80.0	32.0	16.0	24.0	4.0
Percent of Total Project Hours				100.00%	0.17%	1.32%	23.80%	23.14%	26.45%	10.58%	5.29%	7.93%	1.32%
Hourly Rate				---	\$236	\$236	\$209	\$103	\$118	\$162	\$177	\$162	\$59
Direct Labor Cost				\$44,900	\$118	\$944	\$15,048	\$7,210	\$9,440	\$5,184	\$2,832	\$3,888	\$236
Unit			Amount			Rate, \$/Unit	Subtotal						
Mileage - round trip 20 miles		100	Miles	100		0.62	\$62						
Mailings and Reproduction		1	LS	---		---	\$50						
Miscellaneous		1	LS	---		---	\$50						
Total Project													\$45,062