

Legislative Summary

Resolution 16-48

**AUTHORIZING AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN STANLEY CONSULTANTS, INC. AND
THE VILLAGES OF MORTON GROVE AND NILES AND
AUTHORIZING AN AGREEMENT BETWEEN STANLEY CONSULTANTS, INC.
AND THE VILLAGE OF MORTON GROVE FOR ADDITIONAL SERVICES
RELATING TO THE PROCUREMENT OF AN ALTERNATIVE WATER SUPPLY**

Introduced: July 25, 2016

Synopsis: This Resolution will authorize a second amendment to an agreement among the Villages of Niles and Morton Grove and Stanley Consultants, Inc., and a separate agreement between Stanley Consultants, Inc. and the Village of Morton Grove for engineering services relating to the purchase of whole sale water from a source other than the City of Chicago.

Background: On August 11, 2015, the Villages of Morton Grove and Niles entered into an agreement with Stanley Consultants, Inc., 8501 W. Higgins Road, Suite 730, Chicago, IL 60631-2801 to update cost estimates for a new water transmission main which would enable the Villages to purchase water from the City of Evanston at substantial long-term savings compared to rates charged by Chicago. This agreement was amended pursuant to Resolution 15-68 on October 28, 2015, to include an evaluation of an alternative water delivery system using existing water distribution infrastructure of Morton Grove, Niles, Evanston and Skokie. The Villages have negotiated a second amendment to the agreement for additional services. The total compensation for the work set forth in this amendment is \$25,000.00 which will be paid equally by Morton Grove and Niles and includes previously performed, but yet unpaid work. This resolution will also authorize the Village Administration to enter into a separate contract with Stanley Consultants, Inc. to provide engineering services which solely benefit the Village of Morton Grove for a price not to exceed amount of \$16,500.

Departs Affected Legal, Administration, and Finance Departments

Fiscal Impact: \$29,000.00. Stanley Consultants, Inc.'s fees will be based on the actual amount of work performed. The Village's share for services performed pursuant to Amendment #2 shall not exceed \$12,500. The additional work requested solely by the Village of Morton Grove shall not exceed \$16,500.

Source of Funds: Enterprise Fund

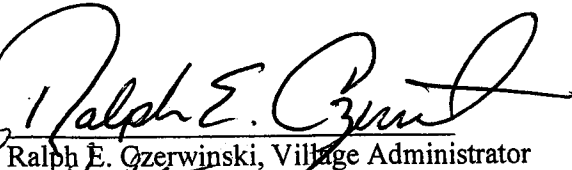
Workload Impact: The Village Administrator will oversee the implementation of the contact and agreement.

Administrator Recommendation: Approval as presented.

First Reading: Not required.

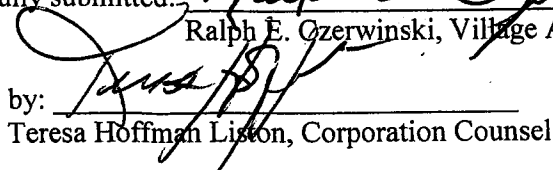
Special Consider or Requirements: None

Respectfully submitted:



Ralph E. Ozerwinski, Village Administrator

Prepared by:



Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 16-48

AUTHORIZING AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN STANLEY CONSULTANTS, INC. AND THE VILLAGES OF MORTON GROVE AND NILES

AND

AUTHORIZING AN AGREEMENT BETWEEN STANLEY CONSULTANTS, INC. AND THE VILLAGE OF MORTON GROVE FOR ADDITIONAL SERVICES RELATING TO THE PROCUREMENT OF AN ALTERNATIVE WATER SUPPLY

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 water supply other than City of Chicago 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 their efforts to procure an alternate source of water supply ("the Stanley Agreement"); and

WHEREAS, on October 28, 2015, pursuant to Resolution 15-68, the Villages entered into an amendment to the Stanley Agreement to study, review, and estimate construction costs for the 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 ("Amendment #1"); and

WHEREAS, Amendment #1 authorized payments to Stanley Consultants, Inc. in an amount of forty-five thousand sixty-two dollars (\$45,062) ("the not to exceed amount") which were to be billed to and paid equally by the Village of Niles and the Village of Morton Grove; and

WHEREAS, the Villages requested and Stanley Consultants, Inc. performed services outside the scope of Amendment #1 at a cost over and above the not to exceed amount by six thousand four hundred twenty-four dollars and thirty cents (\$6,424.30); and

WHEREAS the Villages have determined additional services will be needed from Stanley Consultants, Inc., and have negotiated a second amendment to the Stanley Agreement (Amendment #2); and

WHEREAS, pursuant to Amendment #2, Stanley Consultants, Inc. will provide additional engineering and technical services as requested from time-to-time, in support of the Villages' efforts to procure an alternate source of water supply;

WHEREAS, Amendment #2 will authorize payments to Stanley Consultants, Inc. in an amount not to exceed twenty-five thousand dollars (\$25,000) which will be billed to and paid by the Village of Niles and the Village of Morton Grove equally. This amount includes services performed to date by Stanley Consultants, Inc. which were outside the scope of Amendment #1; and

WHEREAS, the Village Administrator of the Village of Morton Grove requested and Stanley Consultants Inc. has performed additional analysis to evaluate water supply alternatives for Morton Grove only (i.e., not for the Village of Niles) which was outside the scope of Amendment #1. The billed amount to date for these services is six thousand three hundred sixty-six dollars and ninety-four cents (\$6,366.94); and

WHEREAS, the Village Administrator believes it is the interest of the Village of Morton Grove for Stanley Consultants, Inc. to provide additional services related to the Alternative Water Supply Project which solely benefits the Village of Morton Grove and which is outside the scope of Amendment #2. These additional services are not expected to exceed an additional ten thousand dollars (\$10,000); and

WHEREAS, the Village Administrator recommends: (1) the Village approve Amendment #2 to the Stanley Agreement which will authorize payment for the work performed by Stanley Consultants, Inc. to date for the Villages of Morton Grove and Niles which was outside the scope of Amendment #1 and will authorize additional work benefiting both the Villages of Niles and Morton Grove for a total amount not to exceed twenty-five thousand dollars (\$25,000); and (2) the Village authorize the Village Administrator to contract for services by Stanley Consultants, Inc. solely for the benefit of Morton Grove and which will approve payment for work already performed by Stanley Consultants, Inc. to date as well as any future work which will be performed from time-to-time as requested by the Village Administrator in a total not to exceed amount of sixteen thousand five hundred dollars (\$16,500);

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 #2 attached hereto.

SECTION 3: The Village Administrator is authorized to negotiate and enter into an agreement with Stanley Consultants, Inc. for consulting services relative to water supply for the Village of Morton Grove only for an amount not to exceed sixteen thousand five hundred dollars (\$16,500).

SECTION 4: The Village Administrator, Public Works Director, Corporation Counsel, and/or his/her designee are hereby authorized to take all steps necessary to implement said contracts.

SECTION 5: This Resolution shall be in full force and effect from and upon its passage and approval.

Passed this 25th day of July 2016.

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 25th day of July 2016.



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

Attested and Filed in my office
This 26th day of July 2016.

Connie Travis
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. 2

This Amendment No. 2 ("Amendment") is dated as of the 25 day of July, 2016 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, as amended the 28th day of October, 2015 (collectively, "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. Scope of Services. Exhibit A, incorporated into the Agreement pursuant to Section 1.C, is hereby amended to include the following additional Services provisions:

Additional Water Supply Engineering Assistance.

In connection with the Villages' consideration and analysis of alternate sources of supply of Lake Michigan water, and preparation and negotiation of contracts and other documents pertaining to an alternate source of supply, the Consultant will provide engineering and technical services to, and analysis and advice in support of, the Villages' efforts to procure an alternate source of supply. Consultant shall monitor costs and inform Villages if additional funding is required to complete the requested Services.

Other Additional Services

In the event that either Village wishes to retain Consultant to perform any other services pertaining to water supply matters that are solely for the benefit of that Village, those other services shall be subject to mutual agreement by that Village and the Consultant as to scope, amount paid and schedule for completion, and shall not be part of the Agreement Amount established under this Agreement. The Village retaining Consultant for such purpose shall notify the other Village that such other work has been requested.

Section 3. Agreement Amount.

Subsection 1.D is hereby amended to add the following paragraph:

The total amount billed by the Consultant for the Additional Water Supply Engineering Assistance as defined in Exhibit A shall not exceed Twenty Five Thousand Dollars (\$25,000.00) unless said amount is increased by a future amendment. Services and fees for this assistance will be on an as-requested basis as provided in Section 2.D of the Agreement.

Section 4. Time of Performance. Section 2.C is hereby amended to include the following sentence at the end of the Section:

For the Additional Water Supply Engineering Assistance, the Consultant will conform to the schedules determined mutually by the Villages and the Consultant, and will be coordinated pursuant to Section 2.D of this Agreement.

Section 5. Assignments, Coordination; Report. Section 2.D is hereby amended in its entirety to read as follows:

Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the Consultant by, and the Consultant shall regularly report to, William Balling of WRB, LLC, regarding the progress of the Services during the term of this Agreement. The Consultant will coordinate all work with William Balling of WRB, LLC.

Section 6. Scope of Amendment. Except as specifically modified by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date first above written. This amendment may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

By: Connie Travis
Village Clerk

VILLAGE OF MORTON GROVE

By: Ralph E. Brennan
Village Administrator

ATTEST:

By: Marilyn J. Vastone
Village Clerk

VILLAGE OF NILES

By: [Signature]
Village Manager

ATTEST:

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

STANLEY CONSULTANTS, INC.

By: [Signature]
Anthony Mardam, PE
Vice President