

Legislative Summary

RESOLUTION 17-37

AUTHORIZING THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DESIGN OF WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS TO BE ENTERED INTO BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND STANLEY CONSULTANTS, INC. AND THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE VILLAGE OF MORTON GROVE'S SHARE OF THE FINANCIAL OBLIGATIONS UNDER THE PROFESSIONAL SERVICES AGREEMENT

Introduced: July 24, 2017

Synopsis: This Resolution will approve a Professional Service Agreement between the Morton Grove-Niles Water Commission and Stanley Consultants, Inc., to provide professional engineering services for the design of water transmission mains and facility improvements, and further authorizes the expenditure of funds to pay for the Village's share of financial obligations under the Professional Services Agreement.

Background: In March 2017, the Village of Morton Grove, pursuant to Ordinance 17-05 and the Village of Niles pursuant to Ordinance 2017-19 established the Morton Grove-Niles Water Commission (MGNWC or Commission). On April 26, 2017, MGNWC issued a Request for Proposals to engineering firms for engineering services to: prepare final designs and specifications for transmission mains from Evanston to receiving points in Morton Grove and Niles; the Intermediate Pump Station; the MGNWC Standpipe and Pump Station Facilities and related infrastructure, inclusive of plans for roadway restoration, erosion control, and traffic control; assist in acquiring all necessary permits for MGNWC; and other services required for the completion of the design work. Stanley Consultant's Inc. submitted a proposal dated May 12, 2017. On July 7, 2017, the Commission voted to approve professional service contract with Stanley Consultants for these services. This Resolution will approve the contract between the Commission and Stanley Consultants and will authorize the payment of the Village's share of the cost for these services from Village funds.

Departs Affected: Legal, Administration, and Finance Departments

Fiscal Impact: The not to exceed price of the Agreement is \$4,459,313. Stanley Consultants, Inc.'s fees will be based on the actual amount of work performed. The total contract costs will be paid equally by Morton Grove and Niles.

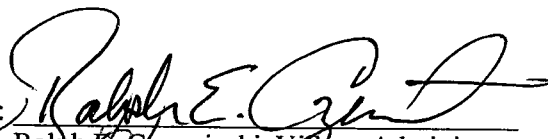
Source of Funds: Enterprise Fund, to be reimbursed from by the Commission pursuant to the cost sharing agreement approved pursuant to Resolution 17-02.

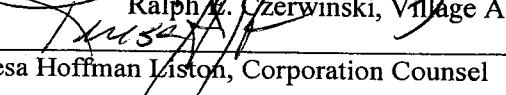
Work Impact: The Village Administrator, Public Works Director and Village Engineer will oversee the implementation of the Agreement.


Admin Recom: Approval as presented.

First Reading: Not required.

Special Consider or Requirements: None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Prepared by: 
Teresa Hoffman Liston, Corporation Counsel

Reviewed by: 
Hanna Sullivan, Finance Director

RESOLUTION 17-37

AUTHORIZING THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DESIGN OF WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS TO BE ENTERED INTO BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND STANLEY CONSULTANTS, INC. AND THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE VILLAGE OF MORTON GROVE'S SHARE OF THE FINANCIAL OBLIGATIONS UNDER THE PROFESSIONAL SERVICES AGREEMENT

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, the President and Board of Trustees of the Village of Morton Grove (Morton Grove), desire to approve and enter into a "*Professional Services Agreement For Engineering Services For Design of Water Transmission Mains and Facility Improvements for the Morton Grove-Niles Water Commission (Morton Grove-Niles Water Commission and Stanley Consultants, Inc.*" (the Agreement) in substantially the same form as the copy of the Agreement attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, on October 12, 2016, Morton Grove and the Village of Niles (Niles), home rule Illinois municipal corporations, issued a Request for Proposals, entitled "*RFP Morton Grove and Niles – Detailed Water Supply Corridor and Route Study, Issue Date: October 12, 2016*" (the MGN RFP #1), to engineering firms to provide professional consulting and engineering services in order to prepare a water supply corridor and water route study to evaluate, identify, and recommend water transmission route options as well as evaluate, identify, and recommend options for the design, finance, and construction of water transmission lines, pumping, and storage, and other related water delivery and receiving infrastructure that will extend from the City of Evanston's (Evanston) point of delivery near the intersection of Emerson Street and McCormick Boulevard, which is Evanston's western border, to existing water receiving points (e.g., reservoirs and pumping facilities) owned and operated respectively by Morton Grove and Niles, and located in Niles near the intersection of Harlem Avenue and Touhy Avenue, and located in Morton Grove near the intersection of Caldwell Avenue and Oakton Street, for Morton Grove and Niles (the Route Study Services). Stanley Consultants, Inc. was selected to perform the Route Study Services and completed the Route Study Services; and

WHEREAS, in 2017, the Morton Grove-Niles Water Commission (MGNWC or Commission) was established by Morton Grove and Niles by the adoption of ordinances pursuant to Division 135 of

Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (“Division 135”). The establishing ordinances are Morton Grove Ordinance 17-05, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017. In order to accomplish the objectives set forth in the above-referenced Ordinances, Morton Grove and Niles also approved under those same Ordinances an Intergovernmental Agreement entitled, “*Intergovernmental Agreement for the Establishment and Operation of the Morton Grove-Niles Water Commission and for the Purchase and Sale of Water to the Commission for Commission Use and to Commission Wholesale Water Customers* (the IGA)”, to provide for the governance and operation of the MGNWC and to create the Board of Commissioners of the Morton Grove-Niles Water Commission (MGNWC Board) to govern the MGNWC; and

WHEREAS, on April 26, 2017, the MGNWC issued a Request for Proposals, entitled “*Professional Engineering Firms to Design the Water Transmission Main and Facility Improvements for MGN* (the MGNWC RFP #2)”, to engineering firms to provide professional consulting and engineering services to: prepare final designs and specifications for transmission mains from the Evanston Connection Point near the intersection of Emerson Street and McCormick Boulevard, which is Evanston's western border, to the existing water receiving points (e.g., reservoirs) owned and operated respectively by Morton Grove and Niles; the Intermediate Pump Station; the MGNWC Standpipe and Pump Station Facilities; the Niles distribution system feeder line; and the pipeline maintenance required for the existing feeder main from the Morton Grove South Reservoir to the Morton Grove North Reservoir; inclusive of plans for roadway restoration, erosion control, and traffic control; assist in acquiring all necessary permits for MGNWC; and other services required for the completion of the design work (the Design Services, as further defined in the Agreement). The construction of the water transmission mains, pumping, and storage, and other related water delivery and receiving infrastructure between Evanston’s Connection Point to the existing water receiving points of Niles and Morton Grove is referred to as the “*Project*”; and

WHEREAS, Stanley Consultants, Inc. (Consultant) submitted a response to the MGNWC RFP #2, dated May 12, 2017, to perform the Design Services relative to the Project, and the MGNWC, through the staff of Morton Grove and Niles, and the Consultant further negotiated and refined the Design Services and the professional fees to be performed and paid as set forth in the Agreement; and

WHEREAS, on July 7, 2017, the MGNWC Board voted to retain the Consultant to perform the Design Services and to pay the professional fees to the Consultant in accordance with the terms of the Agreement; and

WHEREAS, the Consultant has agreed to perform the Design Services in exchange for payment of the professional fees in accordance with the terms of the Agreement; and

WHEREAS, Morton Grove agrees to the retention of the Consultant to perform the Design Services in accordance with the terms of the Agreement and further agrees to authorize the expenditure of Village funds to pay for the Village of Morton Grove's share of the financial obligations under the Agreement as such obligations become due, subject to the Village of Niles adopting a resolution that makes the same findings, approvals and appropriation commitment on behalf of Niles as set forth in this Resolution; and

WHEREAS, the President and Board of Trustees of the Village of Morton Grove have the authority to enter into the Agreement pursuant to Morton Grove's home rule powers as provided by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*), and find entering into the Agreement is in the best interests of Morton Grove.

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.

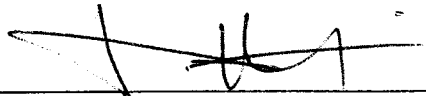
SECTION 2: The President and Board of Trustees of the Village of Morton Grove hereby approve the economic terms and the attached form of a "*Professional Services Agreement for Engineering Services for Design of Water Transmission Mains and Facility Improvements for the Morton Grove-Niles Water Commission (Morton Grove-Niles Water Commission and Stanley Consultants, Inc. (the Agreement))*" for the purposes set forth in the Agreement, attached hereto as **Exhibit "A"**, and further authorize the expenditure of Village funds to pay for the Village of Morton Grove's share of the financial obligations under the Agreement as such obligations become due. The President and Board of Trustees of the Village of Morton Grove authorize and direct the Village Administrator, or his designee, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs necessary to fulfill Morton Grove's obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

PASSED THIS 24th DAY OF July 2017

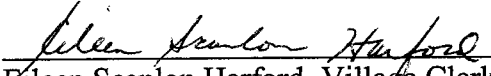
Trustee Grear _____ *aye*
Trustee Minx _____ *aye*
Trustee Ramos _____ *aye*
Trustee Thill _____ *aye*
Trustee Travis _____ *aye*
Trustee Witko _____ *aye*

APPROVED BY ME THIS 24th DAY OF JULY 2017



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

ATTESTED and FILED in my office
This 25th DAY OF JULY 2017



Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Exhibit "A"

**Professional Services Agreement for Engineering Services
for Design of Water Transmission Mains and Facility Improvements
for the Morton Grove-Niles Water Commission**

**(Morton Grove-Niles Water Commission
and Stanley Consultants, Inc.)**

(attached)

**PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES
FOR DESIGN OF WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS FOR THE
MORTON GROVE-NILES WATER COMMISSION**

(Morton Grove – Niles Water Commission and Stanley Consultants, Inc.)

This **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DESIGN OF WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS** ("Agreement") is made by and between **Stanley Consultants, Inc.**, an Iowa corporation, authorized to conduct business in the State of Illinois, whose mailing address is 8501 West Higgins Road, Suite 730, Chicago, Illinois 60631 (the "Consultant") and the **Morton Grove – Niles Water Commission**, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The members of the Commission are the **Village of Morton Grove**, an Illinois home rule municipal corporation, whose mailing address is 6101 Capulina Avenue, Morton Grove, Illinois 60053 ("Morton Grove") and the **Village of Niles**, an Illinois home rule municipal corporation, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Niles"), and the **County of Cook, Illinois** ("Cook County"), whose mailing address is Cook County Board President, Cook County, 118 North Clark Street, Chicago, Illinois 60602. The Consultant and the Commission are at times referred to herein individually as a "Party" and collectively as the "Parties." Morton Grove and Niles are at times referred to collectively as the "Villages".

RECITALS

WHEREAS, on April 26, 2017, the MGNWC issued a Request for Proposals, entitled "Professional Engineering Firms to Design the Water Transmission Main and Facility Improvements for the MGNWC" (the "MGNWC RFP"), to engineering firms to provide professional consulting and engineering services to: prepare final designs and specifications for transmission mains from the Evanston Connection Point near the intersection of Emerson Street and McCormick Boulevard, which is Evanston's western border, to the existing water receiving points (e.g., reservoirs) owned and operated respectively by Morton Grove and Niles; the Intermediate Pump Station; the MGNWCWC Standpipe and Pump Station Facilities; the Niles distribution system feeder line; and the pipeline maintenance required for the existing feeder main from the Morton Grove South Reservoir to Morton Grove North Reservoir; inclusive of plans for roadway restoration, erosion control, and traffic control; assist in acquiring all necessary permits for the MGNWC; and other services required for the completion of the design work (the "Services", as further defined below.) The construction of the water transmission mains, pumping and storage, and other related water delivery and receiving infrastructure between the City of Evanston's Connection Point to the existing water receiving points of Niles and Morton Grove is referred to as the "Project." A copy of the MGNWC RFP is incorporated by reference as Exhibit "A" into this Agreement and made a part hereof; and

WHEREAS, the Consultant submitted a response to the RFP, dated, May 12, 2017, to perform the Services (the "Proposal"). A copy of the Proposal is incorporated by reference into this Agreement as Group Exhibit "B" and made a part hereof. The MGNWC and the Consultant further negotiated and refined the Scope of Services that are to be performed by the Consultant under this Agreement. A copy of the agreed-upon final version of the Scope of Services dated June 30, 2017 is attached hereto as Group Exhibit "B" and made a part hereof, the terms of which shall govern over any other Exhibit to or provision of this Agreement. In addition, a copy of the Projected Labor and Budget dated June 30, 2017 is attached hereto as Group Exhibit "B" and made a part hereof; and

WHEREAS, the MGNWC agrees to retain the Consultant to perform the Services in accordance with the terms of this Agreement; and

WHEREAS, the Consultant agrees to perform the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, mutual covenants and representations set forth in this Agreement, the Parties mutually agree that the Consultant shall perform the Services described below, and the MGNWC shall pay the Consultant for said performance, under the following terms and conditions:

SECTION 1. INCORPORATION AND DEFINITIONS.

Each of the above Whereas paragraphs are incorporated into this Section 1 as material provisions of this Agreement.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa, and pronouns stated herein shall be construed to include all genders.

- A. The term "Agreement" includes the Recitals set forth above, which are incorporated into Section 1 of this Agreement, and shall mean this Agreement and its attached Exhibits as entered into by the Consultant and MGNWC setting forth the terms and conditions governing the Services.
- B. The term "Cook County Affiliates" means Cook County's former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- C. The term "MGNWC Affiliates" means MGNWC'S former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- D. The term "Morton Grove Affiliates" means Morton Grove's former, current and future appointed and elected officials, officers, president and trustees, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- C. The term "Niles Affiliates" means Niles' former, current and future appointed and elected officials, officers, president and trustees, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- D. The term "Services" means the professional consulting and engineering services that are listed in the Scope of Services dated June 30, 2017 and attached hereto as **Group Exhibit "B"**. The term "Work" has the same meaning as the term "Services" as used in the MGNWC RFP and this Agreement.
- E. The term "Scope of Work" is defined in the Scope of Services dated June 30, 2017 and attached hereto as **Group Exhibit "B"**. The term "Scope of Work" has the same meaning as the term "Scope of Services" as used in the MGNWC RFP and this Agreement.
- F. The terms "sub-consultant" and "sub-contractor" mean the person, independent contractor, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with the Consultant for the performance of any portion of the Services.
- G. The term "MGNWC Working Group" means the respective staff and consultants employed by Morton Grove, Niles, and the Commission who are working on the Project.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall be effective on the date that the last signatory executes this Agreement and shall terminate upon the completion and acceptance of the Services by the MGNWC and final payment to the Consultant by the MGNWC, which shall occur at the completion of award of construction contracts on or before January 30, 2018 (the "Completion Date"), as provided below (the "Term"), unless this Agreement is terminated earlier by any Party, or by mutual agreement, or the Parties agree, in writing, to extend the Term.

SECTION 3. SCOPE OF SERVICES

- A. **Services; Non-Exclusive Relationship.** The Consultant agrees to perform the Services in order to complete the Scope of Work in accordance with the terms and conditions of this Agreement. The Consultant shall provide the Services on behalf of and at the direction of the MGNWC, the MGNWC Representative (defined below) and/or the MGNWC Working Group and understands that this Agreement is not an exclusive relationship in that the MGNWC, in its collective discretion, is free to enter into other agreements with other vendors or consultants to perform work on the Project, upon ten (10) calendar days written notice to the Consultant's Primary Representative. The MGNWC, in its collective discretion, is also free to assign all or any portion of the Services to other vendors or consultants, upon ten (10) calendar days written notice to the Consultant's Primary Representative, and the Compensation of the Consultant shall be reduced on an equitable basis. Unless otherwise indicated by MGNWC, the primary contact point for MGNWC and the MGNWC Working Group ("MGNWC Representative") to provide direction to the Consultant under this Agreement shall be:

Bill Balling

WRBLLC

Cellular Phone: (847) 863-7101

Office Phone: (847) 398-8399

Email: bill@wrblc.com

NOTE: Copies of all correspondence and documents shall be sent via email to the MGNWC Chair, the MGNWC Representative, the Morton Grove Administrator and the Morton Grove Village Manager at their business addresses at the same time the originals are sent by the Consultant.

- B. **Mutual Cooperation.** The MGNWC agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant on an as-needed basis and providing the Consultant with such "Confidential Information" (as defined in Section 10 below) and non-confidential information that the MGNWC may have that may be relevant and helpful to the Consultant's performance of the Services. These documents shall be furnished to the Consultant without cost or expense to the Consultant. The Consultant agrees to cooperate with the MGNWC in the performance and completion of the Services, including meeting with the MGNWC, the MGNWC Representative and/or the MGNWC Working Group on an as-needed basis, and with any other consultants engaged by the MGNWC. Within this Agreement, anytime that the MGNWC is referenced in terms of providing direction to, making requests of, or communicating with the Consultant, that MGNWC reference shall also be read to include Morton Grove, Niles, the MGNWC Representative and/or the MGNWC Working Group.

C. **Consultant's Personnel and Representative.**

- (1) **Primary Representative.** The Consultant shall designate Larry Thomas who shall be available during normal business hours (Monday through Friday from 8:00 a.m. CST to 5:00 p.m. CST) and who shall serve as the Consultant's primary authorized representative throughout the Term of this Agreement. This "Primary Representative" shall be readily available to respond to communications from the MGNWC and shall be primarily responsible for performing the Services as requested by the MGNWC. The Primary Representative shall receive requests from the MGNWC to perform the Services and shall have full authority to execute the directions of the MGNWC, without delay, and promptly supply any necessary labor, equipment or incidentals to do so. The Consultant also shall provide the MGNWC with the name and phone number of the Consultant's Primary Representative who, in the case of an off-hours emergency, shall be readily accessible and available for a quick response. The Consultant shall immediately notify the MGNWC in writing of any change in the identity and telephone number of the Consultant's Primary Representative. The Primary Representative shall not be changed by the Consultant without the MGNWC's prior

written approval. If the Primary Representative fails to perform the Services to the satisfaction of the MGNWC, then the Consultant shall immediately replace the Primary Representative with a new person with comparable experience and knowledge.

- (2) **Availability of Personnel.** The Consultant shall provide adequate personnel necessary to complete the Services. The Consultant shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning or receiving notice of the resignation of any personnel assigned to regularly perform the Services. The Consultant shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of time in performing the Services as a result of any such termination, reassignment or resignation.
 - (3) **Approval and Use of Sub-consultants / Sub-contractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision and control of its own organization, unless otherwise approved in advance and in writing by the MGNWC. All sub-consultants and sub-contractors used by the Consultant shall be acceptable to and approved in advance by the MGNWC. The MGNWC's approval of any sub-consultant or sub-contractor shall not relieve the Consultant of full responsibility and liability for the provision, performance and completion of the Services as required by this Agreement, including the agreed upon compensation for the Services. All Services performed under any sub-contract shall be subject to each of the terms of this Agreement, in the same manner as if performed by employees of the Consultant. Every subcontract that the Consultant enters into in regard to the performance of the Services under this Agreement shall include an express provision binding the sub-consultant or sub-contractor to all of the terms of this Agreement, and specifically noting the obligations in this **Section 3.C(3)**. Upon execution of this Agreement, the MGNWC accepts the sub-consultants/sub-contractors listed in **Exhibit "C"**, subject to the removal / replacement provision set forth below.
 - (4) **Removal of Personnel and Sub-consultants / Sub-contractors.** If any of Consultant's personnel or any sub-consultant or sub-contractor fails to perform the Services in a manner satisfactory to the MGNWC and consistent with commonly accepted industry standards and professional practices, the Consultant shall immediately, upon notice from the MGNWC, remove and replace such personnel or sub-consultant or sub-contractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of time of performance as a result of any such removal or replacement.
 - (5) **Financial Ability to Perform.** The Consultant states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services set forth in this Agreement.
- D. **Notice to Proceed with Services.** The Consultant shall commence the Services immediately upon receipt of a written notice to proceed from the MGNWC ("**Commencement Date**"). The Consultant shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the MGNWC shall extend the Completion Date in equal proportion to the delay caused by the MGNWC. In the event that the Consultant performs any Services and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the MGNWC in regard to the Project or any phase of the Project, the Services are performed and the expenses are incurred at the Consultant's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the MGNWC. Those actual, documented Services performed

prior to the issuance of the MGNWC notice to proceed shall be paid by the MGNWC as part of the "not to exceed" Fee provided by this Agreement.

- E. **Suspension of Services.** The MGNWC, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the MGNWC directs the Consultant in writing to resume performance of the Services.
- F. **Phasing of Scope of Work.** The Consultant shall not commence performance of the Services on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the MGNWC Representative. In the event that the MGNWC decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Consultant issued by the MGNWC advising of the termination of the Agreement. In such case, the MGNWC shall be liable to the Consultant only for payment of all actual, completed, documented Services through the date of termination. The Consultant agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of the Agreement by the MGNWC based on the MGNWC's decision not to proceed with the Project or any phase of the Scope of Work. For the purposes of this Agreement, each of the numbered paragraphs in **Exhibit "D"**, Compensation and Fee Schedule, shall be considered "a phase".
- G. **Reporting; Delivery Date of Design Documents.** The Consultant shall regularly, and no less than bi-weekly, provide both written and verbal reports to the MGNWC Representative, to the MGNWC Working Group and to any other MGNWC staff or officials upon request regarding the progress of the Services. The MGNWC Representative can require more frequent reporting by the Consultant at any time. Upon final completion of the Services, the Consultant shall deliver the Design Documents addressed to the MGNWC Board with copies delivered to the MGNWC Representative and the MGNWC Working Group members that confirms the completion of the Services (the "Design Documents"). The Design Documents shall be completed and delivered to the MGNWC Board, the MGNWC Representative and the MGNWC Working Group members on or before the Completion Date.
- H. **Electronic Reporting.** In addition to providing the MGNWC Board, the MGNWC Representative and the MGNWC Working Group members with paper copies of all reports, data or results and the Final Report, the Consultant (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Services to the MGNWC Board, the MGNWC Representative and the MGNWC Working Group electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
- I. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the MGNWC Representative of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.
- J. **Sub-consultant/Sub-contractor List.** The Consultant shall maintain an updated list of sub-consultant/sub-contractors who are working on the Project and shall provide the list and any updates to the list to the MGNWC Representative. A copy of the initial sub-consultant/sub-contractor list shall be attached hereto as **Exhibit "C"** and made a part hereof; and any updated version(s) of the list shall be incorporated herein by reference.

SECTION 4. EXHIBITS.

The following exhibits are either incorporated by reference or attached to and made part of this Agreement as noted. In the event of a conflict between an Exhibit and the text of this Agreement, the text of the Agreement shall control.

- Exhibit "A" - Request for Proposals entitled "Professional Engineering Firms to Design the Water Transmission Main and Facility Improvements for MGNWC", Issue Date: April 26, 2017" (the "MGNWC RFP").
- Group Exhibit "B" - Consultant's Proposal for Services in regard to MGNWC RFP (incorporated by reference); Final version of the Scope of Services dated June 30, 2017 (attached and made part of this Agreement); Projected Labor and Budget dated June 30, 2017 (attached and made part of this Agreement); Project Schedule dated June 30, 2017 (attached and made part of this Agreement); Santacruz Land Acquisition Proposal (attached and made part of this Agreement); Corpro Companies, Inc. Proposal (attached and made part of this Agreement).
- Exhibit "C" - Sub-consultant/Sub-contractor List
- Exhibit "D" - Compensation and Fee Schedule for Services in Regard to RFP "Professional Engineering Firms to Design the Water Transmission Main and Facility Improvements for MGNWC" ("Fee Schedule")
- Exhibit "E" - Insurance Requirements for the Consultants, Sub-consultants and Sub-contractors
- Exhibit "F" - Services Change Order (Form)
- Exhibit "G" - Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement

SECTION 5. INDEPENDENT CONTRACTOR STATUS.

- A. Relationship of the Parties. The Consultant's role, and the role of its employees and its sub-consultants and sub-contractors, with respect to the performance of the Services is solely that of an independent contractor. The following terms and conditions are operative and applicable to the Parties under this Agreement:
- (1) Non-Exclusive Contractual Arrangement. The Consultant and its employees and its sub-consultants and sub-contractors are retained under a non-exclusive contractual arrangement to perform the Services only for the limited purposes set forth in this Agreement. No provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of "employer-employee," "principal and agent," "partners" or "participants in a joint venture."
 - (2) No Authority to Bind. The Consultant and its employees and its sub-consultants and sub-contractors shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of, the MGNWC or Morton Grove or Niles or Cook County.

- (3) **Not Employees of MGNWC.** The Consultant and its employees and its sub-consultants and sub-contractors serve only as independent contractors of the MGNWC, and not as employees of the MGNWC, Morton Grove, Niles or Cook County, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, including any similar Illinois wage laws, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Unemployment Insurance Act (820 ILCS 405/1 *et seq.*) and the Illinois Worker's Compensation and Occupational Diseases Act (820 ILCS 305/1, *et seq.*). Therefore, neither federal nor state nor local income tax nor payroll tax of any kind, nor any other withholding, shall be withheld or paid by the MGNWC, Morton Grove, Niles or Cook County on behalf of the Consultant, and its employees and its sub-consultants and sub-contractors. Nothing in this Agreement shall be construed as MGNWC, Morton Grove, Niles or Cook County requiring or acquiring or incurring any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation or any other payment which would be required to be paid by the MGNWC, Morton Grove, Niles or Cook County if MGNWC and the Consultant, and its employees and its sub-consultants and sub-contractors, were engaged in an "employer-employee" relationship.
- (4) **Payment of Taxes.** The Consultant and its employees and its sub-consultants and sub-contractors are responsible, pursuant to applicable law, for payment of any income and employment taxes or any other taxes of any kind arising from their receipt of compensation under this Agreement.
- (5) **Ineligible for MGNWC/Village/County Employment Benefits.** The Consultant and its employees and its sub-consultants and sub-contractors agree that they shall not be entitled to receive or to participate in any employee benefits or health, life or professional liability insurance programs or other employee benefit programs or pension plans or retirement plans available to part-time or full-time MGNWC, Morton Grove, Niles or Cook County employees, and agree that they are ineligible to file a claim for unemployment compensation benefits or for Worker's Compensation benefits against MGNWC, Morton Grove, Niles or Cook County. The Consultant and its employees and its sub-consultants and sub-contractors agree not to file any such claims in the event this Agreement is terminated or if they are injured or become ill as a result of performing any Services under this Agreement.
- (6) **Autonomy.** The Consultant and its employees and its sub-consultants and sub-contractors are free to use their time, energy and skill when they are not performing the Services for the MGNWC on other endeavors, as they deem appropriate and advisable.
- (7) **Discretion Over Performance and Delivery of Services.** The MGNWC shall have no control over the timing, means and manner in which the Services are to be performed by the Consultant, and its employees or its sub-consultants and sub-contractors. The Consultant is responsible for directing and controlling the performance and completion of the Services in a timely manner that meets MGNWC'S requested schedule and the Completion Date.
- (8) **Certification, Training and Licensing.** The Consultant represents that its employees, sub-consultants and sub-contractors (a) are fully qualified, licensed, registered, trained and capable within their respective disciplines in accordance with applicable laws, regulations and industry standards, and (b) currently hold, and shall maintain throughout the Term of this Agreement, all required licenses, registrations, permits and certificates applicable to the their performance of the Services. To the extent that equipment is being utilized in the providing of the Services, the Consultant and its employees and its sub-consultants and sub-contractors shall use their own equipment and tools of the trade, and be qualified and authorized to operate same.

- (9) **Applicable Regulations.** The Consultant, and its employees and its sub-consultants and sub-contractors, shall be familiar with and comply with the applicable Federal, State, County and local codes, ordinances and regulations, and shall use, apply and enforce the same when performing the Services.
- (10) **Injury to Reputation.** The Consultant, and its employees and its sub-consultants and sub-contractors, shall not act in a manner that might injure the reputation of Morton Grove and the Morton Grove Affiliates or Niles and the Niles Affiliates or Cook County and the Cook County Affiliates.

SECTION 6. COMPENSATION AND METHOD OF PAYMENT.

A. Fee Amount.

- (1) **Fee Schedule.** The MGNWC agrees to pay for any requested, fully completed and accepted Services rendered by the Consultant in accordance with and not to exceed the Compensation and Fee Schedule (**Exhibit "D"**) attached to this Agreement. The "not to exceed" Fee for the Basic Services shall be Four Million Four Hundred Fifty Nine Thousand Three Hundred Thirteen and No/100 Dollars (\$4,459,313.00) (the "Not-To-Exceed Fee").
- (2) **Out-of-Pocket Costs.** The Consultant, at its sole cost, shall pay all other expenses related to the performance of this Agreement including, and not limited to, travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment. The Consultant may request reimbursement of these out-of-pocket costs, including the Reimbursable Costs shown in attached **Exhibit "D"**, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.
- (3) **Scope of Fees.** The amounts set forth in the Fee Schedule include all applicable Federal, State and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or similar benefits, and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment by the Consultant of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Consultant, and any claim or demand from any person that the MGNWC or Morton Grove or Niles or Cook County pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Consultant.

B. Invoices and Payment.

- (1) **Frequency and Content.** The Consultant shall submit invoices to the MGNWC, allocated to Morton Grove and Niles on an equal share basis (50% share / 50% share), on a monthly basis. Each invoice shall be addressed and delivered to both the Village Administrator of Morton Grove and the Village Manager of Niles at their respective business addresses set forth in **Section 13(D)** below and a copy delivered to the MGNWC Representative. MGNWC may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include employee classifications and employee designations (initials), rates per hour, and hours worked by each employee classification. If the Services are to be performed in separate phases, then for each phase, the invoice must also include: the

total amount billed in the current phase(s), the total amount billed to date including each completed phase and any current phase(s), and the estimated percent completion of the Services for each phase and on an overall basis.

- (2) (2) **Invoice Payment.** The MGNWC agrees to make payments to Consultant within thirty (30) calendar days of receipt of the invoice, unless there is a dispute in regard to the invoice, and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*), unless the Parties mutually agree to waive the interest payment. If there is a dispute in regard to any invoice, the MGNWC shall make payment for that portion of the invoice not in dispute and the Parties shall cooperate to resolve the dispute as soon as possible in accordance with Subsection 6(G) below, but any such dispute shall not cause the Consultant to stop performing Services or delay in its completion of the Scope of Work. The MGNWC's failure to object to any monthly invoices and payment by the MGNWC for Services related to any monthly invoice or other periodic progress payment shall not be an acceptance by the MGNWC of such Services that are incomplete and in progress.
- (3) **Final Payment.** The Services will be considered complete on the date of final written acceptance by the MGNWC after completion of all of the Services for the entire Scope of Work or acceptance of the relevant phase of the Services for a portion of the Scope of Work. After delivery of the Final Report and completion of the Services, the Consultant shall request in writing a confirmation of acceptance of the Services by the MGNWC and shall also deliver an invoice for final acceptance and payment. The MGNWC will make final payment to the Consultant within thirty (30) calendar days after final written acceptance of the Services to be delivered under this Agreement, after deducting therefrom charges, if any, as provided in this Agreement ("Final Payment"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the MGNWC by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.
- (4) **Deductions.** Notwithstanding any other provision of this Agreement, the MGNWC may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the MGNWC for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the MGNWC made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, (4) delay by the Consultant in the completion of the Services, (5) the cost to the MGNWC, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the MGNWC's remedies set forth in Section 6(G)(Informal Dispute Resolution) or Section 13 (O)(Cumulative Rights and Remedies) below. The MGNWC will notify the Consultant in writing given in accordance with Section 13(D) below of the MGNWC's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.
- (5) **Use of Deducted Funds.** The MGNWC will be entitled to retain any and all amounts withheld pursuant to Section 6(B)(4)(Deductions) above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the MGNWC. The MGNWC will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "Costs") incurred, suffered, or sustained by the MGNWC and chargeable to the Consultant under this Agreement.

- C. **Records; Audit.** The Consultant shall maintain records showing the Services performed and a record of additional services performed, and shall permit the MGNWC to inspect and audit all data and records of the Consultant for Services performed pursuant to this Agreement. The records shall include all billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by the MGNWC, the records shall promptly be made available to the MGNWC or its auditors during normal business hours during the Term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the Consultant to the MGNWC at a reasonable per page photocopy expense or in an electronic or digital format at no charge.
- D. **Claim In Addition To Agreement Amount.**
- (1) The Consultant shall provide written notice to the MGNWC of any claim for additional Compensation as a result of action taken by the MGNWC, within fifteen (15) calendar days after the occurrence of such action.
 - (2) The Consultant acknowledges and agrees that written notice pursuant to this Section shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and that any changes in the Agreement Amount shall be valid only upon written amendment signed by all Parties pursuant to **Section 6(F) (Service Change Orders)** below.
 - (3) Regardless of the decision of the MGNWC relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement, as determined by the MGNWC, without interruption.
- E. **Additional Services.** The Consultant acknowledges and agrees that in no event shall the MGNWC or Morton Grove or Niles or Cook County be liable for any additional Compensation or fees or costs incurred by the Consultant or any sub-consultant or sub-contractor in connection with any Services provided by the Consultant or any sub-consultant or sub-contractor that are outside of, or exceed, the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the MGNWC or Morton Grove or Niles, except upon the prior written consent of both the MGNWC provided under **Section 6(F) (Service Change Orders)** below.
- F. **Services Change Orders; Delays.**
- (1) **Services Change Orders.** The MGNWC, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "Services Change Order"). Any one or more Services Change Order which increases the original contract not to exceed price amount (individual or in the aggregate) by more than Twenty Thousand and No/100 Dollars (\$20,000.00) must be approved by Resolution of the corporate authorities of the MGNWC. For a Services Change Order below the Twenty Thousand and No/100 Dollars (\$20,000.00) threshold, the MGNWC Representative is authorized to execute the Services Change Order (provided it is not part of other related Services Change Orders, in the aggregate, exceed the foregoing dollar threshold) after review and approval by the MGNWC Chair. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as **Exhibit "F"**. MGNWC or the Consultant may request a Services Change Order based on new or different information or changes in conditions or circumstances that were not known or not anticipated at the time of approval of this Agreement that results in change in the scope of any Services to be performed under this Agreement. A Services Change Order may include additions to and deletions from

the Services and will include any equitable increases or decreases to the Compensation as mutually agreed to by the Parties.

- (2) **Revision Notices.** Within five (5) calendar days of receipt of a MGNWC-approved Services Change Order, the Consultant must notify the MGNWC Representative and the MGNWC Board in writing if the Consultant desires a revision to the Services Change Order (a "Revision Notice"). The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the MGNWC Board agrees to any revision, then the MGNWC Representative will issue a revised Services Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 5-day period, then the Consultant will be deemed to have accepted the Services Change Order and the Services Change Order will be final.
- (4) **Disagreements over Services Change Order Terms.** If the MGNWC and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Agreement in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by the MGNWC Board pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the informal dispute resolution process.
- (5) **No Change in Absence of Services Change Order.** No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the MGNWC Representative and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Consultant may submit to the MGNWC a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.
- (6) **Delays.** If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the MGNWC in writing within ten (10) calendar days after the start of the delay and again in writing within ten (10) calendar days after the delay has ended (the "Delay Period"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant's request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

G. **Informal Dispute Resolution.**

- (1) **Dispute Resolution.** If a dispute arises between any of the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary,

the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue other remedies under Section 13(O) (Cumulative Rights and Remedies) below to enforce the provisions of this Agreement.

- (2) **Performance of Services.** During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

SECTION 7. PERFORMANCE AND STANDARD OF SERVICES.

A. **Consultant Responsibilities.** The Consultant, at its sole cost, agrees as follows:

- (1) **Standard of Performance.** The Consultant shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "Standard of Performance"). All Services must be free from defects and flaws, must conform to the requirements of this Agreement, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services. Such performance shall be to the satisfaction of the MGNWC. All Services shall be performed in a reasonably prompt manner.
- (2) **Corrections of Defects, Errors and Omissions.** If any errors, omissions or acts, intentional or negligent, are made by the Consultant and/or its employees, its sub-consultants and sub-contractors in providing the Services, the correction of which requires additional Services, the Consultant shall be required to perform such additional Services as may be necessary to remedy same without undue delay and without any charge or cost to the MGNWC. The Consultant must provide, for no additional Compensation and at no separate expense to the MGNWC, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers.
- (3) **Risk of Loss.** The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant negligent or intentional error, omission, or act and for any losses or costs to repair or remedy any work undertaken by the MGNWC based on the Services as a result of any such error, omission, or act. Notwithstanding any other provision of this Agreement, the Consultant's obligations under this Section 7 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the MGNWC or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.
- (4) **Opinions of Probable Cost.** The Parties recognize that neither the Consultant nor the MGNWC has control over the costs of labor, materials, equipment, nor services furnished by others nor over competitive bidding, market nor negotiating conditions, nor construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Agreement are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

- (5) **Communications with Regulators.** The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Agreement, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the MGNWC Board or the MGNWC Representative. The Consultant must either direct inquiries from governmental regulatory agencies to the MGNWC Board for appropriate response or respond on behalf of the MGNWC as directed by the MGNWC Representative. To the extent that the Consultant communicates directly with applicable governmental regulatory agencies with regard to Services, it shall promptly (same day or within twenty (24) hours) inform the MGNWC Representative of such communications, provide copies to the MGNWC Representative of any such written communications (e.g., letters, emails, etc.) and shall copy the MGNWC Representative or the MGNWC Working Group on its own communications to the governmental regulatory agencies, as requested by the MGNWC. In those cases that the MGNWC will be either responding directly to the regulatory agencies, or providing information to the Consultant to allow the Consultant to respond, the response must be made within five (5) calendar days so as not to delay the Project.
- (6) **Consultant Payments; Waivers of Liens.** The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the MGNWC to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the MGNWC with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.
- (7) **Permits and Licenses.** The Consultant, and its sub-consultants and sub-contractors, will assist the MGNWC in obtaining all permits and licenses, registrations, qualifications, and other governmental authorizations required by all applicable laws and regulations that relate to the performance of the Services. The MGNWC retains responsibility to pay for all permits and licenses, registrations, qualifications, and other governmental authorizations. If the Consultant pays for any permits and licenses, registrations, qualifications, and other governmental authorizations on behalf of the MGNWC, the cost will be paid as an Additional Service (Subsection 6(E) in addition to the Agreement not to exceed fee.
- (8) **Safety; Hazardous Materials.**
- i. **Protection of Health, Environment.** The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.
 - ii. **Notice of Hazardous Conditions.** If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must immediately bring that condition to the attention of the MGNWC Board, the MGNWC Representative and the MGNWC Working Group.
 - iii. **Hazardous Materials.** The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") within the proposed Project area or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers, and shall advise in writing the MGNWC Board, the MGNWC Representative and the MGNWC Working Group of the presence or suspected presence and location of such Hazardous Materials.

B. **MGNWC Responsibilities**. The MGNWC, at its collective cost, agree as follows:

- (1) To designate in writing a person with authority to act on behalf of the MGNWC with respect to the Services. The MGNWC Representative will have the authority to act on behalf of MGNWC, except on matters that require approval of the respective corporate authorities of the MGNWC or the input of the MGNWC Working Group.
- (2) To provide to the Consultant all criteria and information about the requirements for the Services, including, as relevant, the MGNWC's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.
- (3) To provide to the Consultant existing studies, reports, and other available data relevant to the Services.
- (4) To arrange for access to, and make provisions for the Consultant (and its employees, sub-consultants and sub-contractors) to enter on, public and private property as reasonably required for the Services.
- (5) To provide, as relevant, existing surveys and GIS data describing physical characteristics, legal limitations, and utility locations in Niles, Morton Grove, and Skokie for the Services and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services. Note: Under the Scope of Services, the Consultant is responsible for preparing or obtaining new surveys of the land and utility locations under consideration for the Project.
- (6) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the MGNWC in connection with the Services, except the extent such tests, inspections, or reports are part of the Services.
- (7) To review reports, documents, data, and all other information presented by the Consultant as appropriate in a timely manner and to provide responses within five (5) calendar days of receipt.
- (8) To provide approvals from all governmental authorities having jurisdiction over the Services when requested by the Consultant, except the extent such approvals are part of the Services.
- (9) To attend meetings related to the Services.
- (10) To give prompt written notice to the Consultant whenever the MGNWC or one of the MGNWC Affiliates observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the MGNWC or one of the MGNWC Affiliates to give any such a notice will not relieve the Consultant of any of its responsibilities under this Agreement.

SECTION 8. INDEMNIFICATION

A. Indemnification by Consultant.

- (1) **MGNWC.** To the fullest extent permitted by law, the Consultant shall defend, hold harmless and indemnify the MGNWC and the MGNWC Affiliates from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this Agreement by the Consultant, and/or its employees and its sub-consultants and sub-contractors, or others performing or furnishing any Services directly or indirectly on the Consultant's behalf, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) negligent acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this Agreement. In connection with any such liabilities, the MGNWC and the MGNWC Affiliates shall have the right to defense counsel of their choice and the Consultant shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the extent of the Consultant's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.
- (2) **Cook County.** To the fullest extent permitted by law, the Consultant shall defend, hold harmless and indemnify Cook County and the Cook County Affiliates from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this Agreement by the Consultant, and/or its employees and its sub-consultants and sub-contractors, or others performing or furnishing any Services directly or indirectly on the Consultant's behalf, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) negligent acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this Agreement. In connection with any such liabilities, the Cook County and the Cook County Affiliates shall have the right to defense counsel of their choice and the Consultant shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the extent of the Consultant's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.
- (3) **Morton Grove.** To the fullest extent permitted by law, the Consultant shall defend, hold harmless and indemnify the Village of Morton Grove and Morton Grove Affiliates from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this Agreement by the Consultant, and/or its employees and its sub-consultants and sub-contractors, or others performing or furnishing any Services directly or indirectly on the Consultant's behalf, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) negligent acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this Agreement. In connection with any such liabilities, the Village of Morton Grove and the Morton Grove Affiliates shall have the right to defense counsel of their choice and the Consultant shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be

maintained pursuant to this Agreement shall in no way limit the extent of the Consultant's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

- (2) **Niles.** To the fullest extent permitted by law, the Consultant shall defend, hold harmless and indemnify the Village of Niles and Niles Affiliates from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this Agreement by the Consultant, and/or its employees and its sub-consultants and subcontractors, or others performing or furnishing any Services directly or indirectly on the Consultant's behalf, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) intentional or negligent errors, acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this Agreement. In connection with any such liabilities, the Village of Niles and the Niles Affiliates shall have the right to defense counsel of their choice and the Consultant shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the extent of the Consultant's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

- (3) **Kotecki Waiver.** The Consultant (and all sub-consultants and sub-contractors into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The Consultant agrees to indemnify and defend Cook County and the Cook County Affiliates, the MGNWC and the MGNWC Affiliates, the Village of Morton Grove and the Morton Grove Affiliates and the Village of Niles and the Niles Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which Cook County and the Cook County Affiliates, the MGNWC and the MGNWC Affiliates, the Village of Morton Grove and the Morton Grove Affiliates and the Village of Niles and the Niles Affiliates may sustain as a result of personal injury claims by the Consultant's employees and by the sub-consultants and sub-contractors and their respective employees, except to the extent those claims arise as a result of Cook County's and the Cook County Affiliates' own negligence, the MGNWC'S and the MGNWC Affiliates' own negligence, the Village of Morton Grove's and the Morton Grove Affiliates' own negligence and the Village of Niles' and the Niles Affiliates' own negligence.

- C. **No Personal Liability.** No elected or appointed official or employee of Cook County and the Cook County Affiliates, the MGNWC and the MGNWC Affiliates, the Village of Morton Grove and the Morton Grove Affiliates and the Village of Niles and the Niles Affiliates shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. No employee of the Consultant, Sub-consultants, and Sub-contractors shall be personally liable, in law or in contract, to the MGNWC as the result of the execution of this Agreement.

SECTION 9. INSURANCE.

- A. During the Term of this Agreement, or any extended term, the Consultant shall procure and maintain the following insurance coverages: See **Exhibit "E"** attached to this Agreement.

SECTION 10. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS.

- A. **No Disclosure of Confidential Information.** The Consultant acknowledges that it shall, in performing the Services for the MGNWC under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information, as defined below. The Consultant shall hold confidential all Confidential Information of the MGNWC and Morton Grove and Niles and shall not disclose or use such Confidential Information without the express prior written consent of the MGNWC, Morton Grove or Niles, depending on whose Confidential Information is at issue. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring its employees and sub-consultants and sub-contractors of the Consultant to execute a non-disclosure agreement (in a format approved by the MGNWC) before obtaining access to Confidential Information.
- (1) **Confidential Information.** All confidential information and data disclosed by the MGNWC and developed or obtained from the MGNWC under this Agreement must be treated by the Consultant as proprietary and confidential information ("Confidential Information"). Based on whose Confidential Information is at issue, the Consultant must not disclose Confidential Information without the MGNWC's or Morton Grove's or Niles' prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of the Services. The obligations under this Section do not apply to Confidential Information that is (i) in the public domain without breach of this Agreement, (ii) developed by the Consultant independently from this Agreement, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by the MGNWC or Morton Grove or Niles and the MGNWC or Morton Grove or Niles has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's employees, sub-consultants and sub-contractors.
- B. **Ownership of Data and Documents.** The Parties expressly agree that all data, documents, records, studies or other information (collectively "Data") provided by the MGNWC to the Consultant or generated, created, found or otherwise completed by the Consultant, and its employees, sub-consultants and sub-contractors, in the performance of Consultant's Services under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the MGNWC and shall be provided to the MGNWC by the Consultant upon request of the MGNWC, or at the termination of this Agreement. All Data, regardless of its format, developed or obtained under this Agreement, other than the Consultant's confidential information, will be and remain the sole property of the MGNWC, unless the MGNWC agree that certain portions of the Data is the sole property of either Morton Grove or Niles. The Consultant must promptly deliver all Data to the MGNWC at the MGNWC's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one or more copies of the Data. Notwithstanding the foregoing, upon request of the MGNWC at any time, or at the termination of this Agreement, the Consultant shall promptly return to the MGNWC all documents provided to the Consultant by the MGNWC during the Term of this Agreement.
- C. **Intellectual Property.** The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "Intellectual Property") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify the MGNWC under this Agreement, the Consultant also, at the sole discretion of the MGNWC and at the Consultant's sole expense (a) procure for the MGNWC the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of

this Agreement, or (c) reimburse the MGNWC for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by the MGNWC resulting from such infringement.

- D. **Copyrights and Patents.** The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the MGNWC and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the MGNWC. Further, the Consultant agrees that all rights under copyright and patent laws under this Agreement belong to the MGNWC. The Consultant assigns any and all rights, title, and interests under copyright, trademark, and patent law to the MGNWC and agrees to assist the MGNWC in perfecting the same at the MGNWC's expense.
- E. **Advertisements; Media / News Releases; Use of Letterhead or Logo.** The Consultant, and its employees, sub-consultants and sub-contractors, shall not issue any media news releases, advertisements, promotional materials or other public statements regarding the Services without the prior written consent of the MGNWC Working Group. The Consultant shall not use the letterhead or logo or any servicemark or trademark of Morton Grove without the prior written consent of the Village Administrator of Morton Grove and shall not use the letterhead or logo or any servicemark or trademark of Niles without the prior written consent of the Village Manager of Niles.

SECTION 11. COMPLIANCE WITH LAWS.

- A. **Compliance with Laws.** The Consultant, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, the Village of Morton Grove and the Village of Niles. In the event that the Consultant, or its employees, sub-consultants and sub-contractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Consultant shall indemnify and hold the MGNWC harmless, and pay all amounts determined to be due from the MGNWC for such non-compliance by the Consultant, including, but not limited to fines, costs, attorneys' fees and penalties.
- (1) **Employment of Illinois Workers on Public Works Act Compliance.** To the extent required by law, the Consultant agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- (2) **Preference to Veterans Act Compliance.** The Consultant will comply with the Preference to Veterans Act (330 ILCS 55).

- (3) **Patriot Act Compliance.** The Consultant represents and warrants to the Villages that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Villages that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Villages, their respective corporate authorities, and all of each Village's elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

B. The Parties to this Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- (1) **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
- (2) **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with

the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, *Illinois Human Rights Act (775 ILCS 5/2-105)*. See also, *Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)*

- (3) **Illinois Freedom of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA. To facilitate a response by the MGNWC to any FOIA request, the Consultant agrees to provide all requested public records within five (5) business days of a request being made by MGNWC. The Consultant agrees to defend, indemnify and hold harmless the MGNWC and the MGNWC Affiliates, Cook County and the Cook County Affiliates, Morton Grove and the Morton Grove Affiliates and Niles and the Niles Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the MGNWC, Cook County, Morton Grove and/or Niles to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Consultant's actual or alleged violation of the FOIA or the Consultant's failure to furnish all public records as requested by the MGNWC. Furthermore, should the Consultant request that the MGNWC utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant agrees to defend, indemnify and hold harmless the MGNWC and the MGNWC Affiliates, Cook County and the Cook County Affiliates, Morton Grove and Morton Grove Affiliates and Niles and Niles Affiliates, and agrees to pay all costs incurred by the MGNWC, Cook County, Morton Grove and/or Niles connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the Consultant's request to utilize a lawful exemption.

D. **Consultant Representations.**

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

loss or damage that the Village of Morton Grove and/or the Village of Niles may suffer, and this Agreement shall, at the MGNWC's option, be null and void.

(2) **Conflict of Interest.**

(a) The Consultant represents and certifies that, to the best of its knowledge: (1) no MGNWC, Cook County, Morton Grove or Niles employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

(b) The Consultant agrees to perform no professional services during the Term of this Agreement for any person, firm or corporation, for any project or work that may be subject to review/inspection by Morton Grove or Niles, to occur or occurring within the corporate limits of Morton Grove or Niles without notification to Morton Grove and/or Niles prior to rendering services. The Consultant agrees to provide the MGNWC with written notification whenever the Services provided under this Agreement shall require the Consultant to review a project, business or work performed by any other firm or corporation for whom the Consultant is or has within the previous twelve (12) months provided professional services, or with any of the Consultant's partners or principals that have a financial interest.

(3) **Compliance with Laws, Grant Regulations.** All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the MGNWC with respect to this Agreement. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

SECTION 12. DEFAULT AND TERMINATION OF SERVICES.

This Agreement is at-will and may be terminated by the MGNWC at any time at MGNWC'S convenience, without reason or cause. If the MGNWC terminates this Agreement without reason or cause, then the MGNWC will liable to the Consultant only for payment of all actual, completed, documented Services through the date of termination. The Consultant shall not be entitled to Compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

B. **Termination by Village for Breach.** The MGNWC at any time, by written notice, may terminate this Agreement on account of breach by the Consultant and failure of the Consultant to cure the breach within ten (10) calendar days after that written notice or such further time as the MGNWC may agree, in the MGNWC's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Agreement, (b) failure of the Consultant to properly perform Services, (c) failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Services within the Project Schedule, or (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

- C. **Village Remedies.** If the MGNWC terminates this Agreement for Breach by the Consultant, then the MGNWC will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- (1) The MGNWC may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the MGNWC as the result of any Breach or as a result of actions taken by the MGNWC in response to any Breach.
 - (2) The MGNWC may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the MGNWC as the result of any Breach or as a result of actions taken by the MGNWC in response to any Breach. In that event, the MGNWC will pay any excess funds to the Consultant, if any, after all of the MGNWC's costs are reimbursed or paid. If the Compensation withheld by the MGNWC is insufficient to reimburse the MGNWC for, or pay, all costs, then the MGNWC will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.
- D. **Termination for Convenience.** If, after termination of this Agreement by the MGNWC for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the MGNWC under this Section 12.
- E. **Termination by Consultant for Breach.** The Consultant at any time, by written notice, terminate this Agreement on account of a failure by the MGNWC to adhere to any terms or conditions of this Agreement and a failure of the MGNWC to cure the breach within ten (10) calendar days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the MGNWC seeking additional time to cure.
- F. **Termination by Consultant without Cause.** The Consultant shall not terminate this Agreement without cause.

SECTION 13. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the MGNWC Board and executed by the MGNWC Chair and the Consultant.
- B. **Assignment.** The Consultant shall not assign this Agreement or any portion thereof without the prior written approval of the MGNWC Board, which shall not be unreasonably withheld. The merger, consolidation or liquidation of the Consultant or any change in the ownership of or power to vote equal to twenty percent (20%) or more of the Consultant's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment; provided, however, that the transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of the Consultant's capital stock or who are employees of Consultant, shall not constitute an assignment. In the event that the MGNWC establish a water commission in accordance with applicable Illinois law in order to further pursue this Project, then at the option of the water commission and upon written notice to the Consultant, this Agreement shall be automatically assigned to the water commission without any further action by the corporate authorities of the water commission or the Consultant. As part of the written notice of assignment sent to the Consultant, an addendum to this Agreement that memorializes the assignment shall be prepared and sent to the Consultant for execution.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the MGNWC and the Consultant, and their agents, successors and assigns.

- D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Section 13.D. each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the MGNWC with copies to the MGNWC Working Group shall be addressed to, and delivered at, the following addresses:

Attn: Village Administrator (MGNWC Working Group)
Richard T. Flickinger Municipal Center
Village of Morton Grove
6101 Capulina Avenue
Morton Grove Illinois 60053
Phone: (847) 663-3001
Fax: (847) 370-1649
Email: rczerwinski@mortongroveil.org

With a copy to:

Corporation Counsel (same address as Village Administrator) (MGNWC Working Group)
Email: tliston@mortongroveil.org

Attn: Chair of the Morton Grove-Niles Water Commission
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714
Phone: (847) 588-8010
Fax: (847) 588-8051
Email: scv@niles.com or TBD

With a copy to:

Corporation Counsel (same address as MGNWC Chair) (MGNWC Working Group)
Email: dg@niles.com

Village Manager (same address as MGNWC Chair) (MGNWC Working Group)
Email: scv@niles.com

MGNWC Representative (MGNWC Working Group)
Email: bill@wrblc.com

Notices and communications to the Consultant shall be addressed delivered to the following address:

Attn: Larry Thomas, P.E.
Stanley Consultants, Inc.
8501 West Higgins Road
Suite 730

Chicago, Illinois 60631
Phone: (773) 714-2015 and Cellular Phone: (815) 355-0923
Fax: (773) 693-7690
Email: thomaslarry@stanleygroup.cpm

With a copy to:
Kale Knisley
Legal Department
Stanley Consultants, Inc.
225 Iowa Avenue
Muscatine, IA 52761
Phone: (563) 264-6507
Email: knisleykale@stanleygroup.com

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against Cook County and Cook County Affiliates, the MGNWC and the MGNWC Affiliates, Morton Grove and Morton Grove's Affiliates and Niles and Niles' Affiliates.
- F. **Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.
- H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- I. **Venue and Governing Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the Northern District of the United States District Court, Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding.
- J. **Authority to Execute.**
- (1) **MGNWC Water Commission.** The MGNWC warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.
 - (2) **The Consultant.** The Consultant warrants and represents to the MGNWC that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.
- K. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

- L. **Waiver.** The failure of either Party to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.
- M. **Survival.** The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of this Agreement.
- N. **Counterpart Execution.** This Agreement may be executed in 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.
- O. **Cumulative Rights and Remedies.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- P. **Effective Date.** This Agreement shall become effective on the date the last signatory signs this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on behalf of the Parties through their authorized representatives, after all duly required corporate action was taken, as set forth below on the signature pages.

SIGNATURE PAGES AND EXHIBITS TO FOLLOW

SIGNATURE PAGE FOR
CONSULTANT

IN WITNESS WHEREOF, the below authorized corporate officer of Stanley Consultants, Inc. signed this Agreement pursuant to legal authority and direction granted to him/her by the required corporate action.

Stanley Consultants, Inc.

By: KO

Name: KAR HARRIS

Title: CEO + President

Date: 8/3 , 2017

Attest:

By: Wendi Durham

Name: Wendi Durham

Title: Executive Assistant

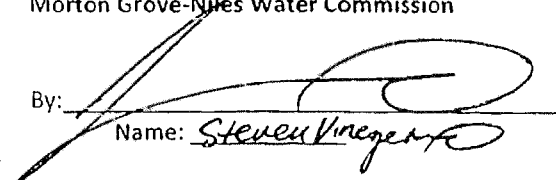
Date: 8/3 , 2017

SIGNATURE PAGE FOR
MORTON GROVE-NILES WATER COMMISSION

IN WITNESS WHEREOF, the below authorized officials of the Morton Grove-Niles Water Commission have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) ("Division 135") and the corporate approval granted by passage of a Resolution by the Corporate Authorities of the Morton Grove-Niles Water Commission.

Morton Grove-Niles Water Commission

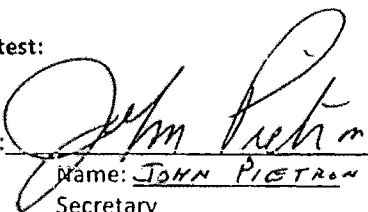
By:
Chair


Name: Steven Vinegar

Date: 7/2/17, 2017.

Attest:

By:


Name: JOHN PIETRON
Secretary

Date: 7/2/17, 2017

Approved as to form and legality:

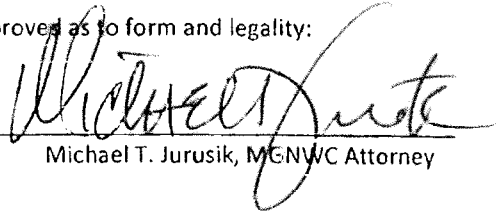
By: 
Michael T. Jurusik, MGNWC Attorney

Exhibit "A"

**Request for Proposals
MGNWC RFP for Professional Engineering Firms to Design the
Water Transmission Main and Facility Improvements for MGNWC
Issue Date: April 26, 2017 (the "MGNWC RFP")**

(attached)

Group Exhibit "B"

**Consultant's Proposal for Services in regard to MGNWC RFP dated May 12, 2017
(incorporated by reference)**

Final version of the Scope of Services dated June 30, 2017

(attached)

Projected Labor and Budget dated June 30, 2017

(attached)

Project Schedule dated June 30, 2017

(attached)

**Water Transmission Main Improvements Exhibit
Used as Basis for Basic Services Fee**

(attached)

Santacruz Land Acquisition Proposal

(attached)

Corrpro Companies, Inc. Proposal

(attached)

Exhibit "C"

Sub-consultant/Sub-contractor List

As of the execution of this Agreement, the Consultant will organize and manage a Project team inclusive of the following sub-consultants/sub-contractors:

Applied Technologies, Inc.
Ciorba Group, Inc.
Knight E/A, Inc.
Robinson Engineering, LTD.
Strand Associates, Inc
Corpro Companies, Inc.
Santacruz Land Acquisitions

Exhibit "D"

**Compensation and Fee Schedule for Services in Regard to
MGNWC RFP For Professional Engineering Firms to Design the
Water Transmission Main and Facility Improvements for MGNWC
("Fee Schedule")**

The Consultant's fees will be based on the total hours worked on the Project, including travel, plus expenses. The Consultant's current schedule of Hourly Fees and Charges follows on the next page. The actual hourly rates charged for individual employees will be based on their individual billing rates. The Consultant is responsible and has the discretion for the allocation of costs to individual work items based on needed work effort within the limits of the approved not to exceed values.

1. The Consultant's Fee for the Basic Services associated with the Water Transmission Main and Facility Improvements for MGNWC design as described in Exhibit B will not exceed \$4,459,313.
2. Compensation for Additional Services is not included in the Basic Services described in Exhibit B. Additional Services agreed to by MGN, in writing, shall be compensated on an hourly basis for labor plus reimbursable expenses, in accordance with the Hourly Fees and Charges included with this exhibit unless other compensation is agreed upon prior to performance of the services.
3. The Consultant's Fee for the Basic Services assumes the Intermediate Pump Station will be located within 600 feet of the proposed primary pipeline route and that the street connecting the Intermediate Pump Station to the primary pipeline route will be restored to its existing dimensions and condition. If the Intermediate Pump Station is located at a greater distance from the pipeline and/or the Village of Skokie requires that the connecting roadway be widened or improved beyond its current configuration, the design work associated with the greater length and roadway improvements will be an Additional Service. The fee for this Additional Service will be negotiated prior to the start of this work.

**MORTON GROVE-NILES WATER COMMISSION
WATER TRANSMISSION MAIN AND FACILITIES IMPROVEMENTS**

**EXHIBIT "D" – COMPENSATION
HOURLY FEES AND CHARGES**

CATEGORY	HOURLY FEES
Project Managers	\$145 - \$260
Lead Civil & Mechanical Engineers	\$120 - \$220
Sr. Civil & Mechanical Engineers	\$110 - \$175
Hydraulic Modelers	\$100 - \$150
Civil Engineers, EIT	\$ 90 - \$150
Lead Structural Engineer	\$170 - \$255
Lead Electrical Engineer	\$180 - \$255
Structural Engineers	\$120 - \$180
Electrical Engineers	\$120 - \$170
I&C Engineers	\$120 - \$170
Architect	\$ 90 - \$175
Cost Scheduler & Manager	\$ 90 - \$240
Lead Surveyor	\$120 - \$170
Surveyor	\$100 - \$160
Road & Detour Engineers	\$120 - \$175
Geotechnical Engineer	\$150 - \$260
Permit Engineers	\$120 - \$205
Cost Estimator	\$110 - \$190
Specifications Writer	\$100 - \$240
Administrative Assistants	\$ 55 - \$120
Lead Designer	\$130 - \$240
Designers	\$ 90 - \$155
GIS Tech	\$ 80 - \$160
Quality Assurance/Quality Compliance Engineers	\$160 - \$255
Environmental Specialist	\$125 - \$170
Land Appraiser	\$140 - \$250

Reimbursable Costs*

Travel:	Cost
Filing Fees, Permits, Title Company Charges & Government	
Review Fees:	Cost
Reproductions:	Cost
Delivery Charges:	Cost
Outside Consultants:	Cost

*The Consultant may request reimbursement of these Reimbursable Costs, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.

Exhibit "E"

Insurance Requirements for the Consultant

A. Worker's Compensation as required by the Workers' Compensation Act of the State of Illinois with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All Consultant employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of **not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate** and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Agreement. **The policy shall be written on an "occurrence" basis, unless the policy that covers these Services is already in existence. If the existing policy is written on a claims-made form, the retroactive date must be equal to or preceding the Effective Date of this Agreement to cover the actual commencement date of any work and services that the Consultant or any sub-consultant has performed in regard to this Project.** If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than five (5) years after the Completion Date.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Cook County, Village of Morton Grove, Village of Niles and the Morton Grove – Niles Water Commission as Additional Insureds. Cook County, Village of Morton Grove, Village of Niles and the Morton Grove – Niles Water Commission shall be named as an Additional Insureds on all policies except for: Worker's Compensation and Professional Liability. Additional Insured endorsement shall identify the Additional Insureds as follows: Cook County, including its former, current and future appointed and elected officials, officers, village president and trustees, employees, agents, engineers, attorneys and representatives ("Cook County Affiliates"), Village of Morton Grove, including its former, current and future appointed and elected officials, officers, village president and trustees, employees, agents, engineers, attorneys and representatives ("Morton Grove Affiliates") and Village of Niles, including its former, current and future appointed and elected officials, officers, village president and trustees, employees, agents, engineers, attorneys and representatives ("Niles Affiliates") and the Morton Grove – Niles Water Commission, including its municipal members, its commissioners,

appointed officials, its officers, employees, agents, engineers, attorneys, and representatives ("MGNWC Commission Affiliates").

G. Primary Coverage. The insurance coverage must be primary with respect to Cook County and the Cook County Affiliates, the Village of Morton Grove and the Morton Grove Affiliates, the Village of Niles and the Niles Affiliates and the MGNWC and the MGNWC Affiliates. . Any insurance or self-insurance maintained by Cook County, the Village of Morton Grove, the Village of Niles and the MGNWC will be excess of the Consultant's insurance and will not contribute with it.

H. Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to Cook County and the Cook County Affiliates, the Village of Morton Grove and the Morton Grove Affiliates, the Village of Niles and the Niles Affiliates and the MGNWC and the MGNWC Affiliates.

I. Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

J. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

K. Verification of Coverage. The Consultant must furnish the MGNWC with certificates of insurance naming Cook County and the Cook County Affiliates, the Village of Morton Grove and the Morton Grove Affiliates, the Village of Niles and the Niles Affiliates and the MGNWC and the MGNWC Affiliates as additional insureds and with original endorsements affecting coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the MGNWC and in any event must be received and approved by the MGNWC Representative and the MGNWC Attorney before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The MGNWC reserves the right to request a full certified copy of each insurance policy and endorsement.

L. Sub-Consultants and Suppliers. The Consultant must include all sub-consultants/sub-contractors as insureds under its policies or must furnish separate certificates and endorsements for each sub-consultant/sub-contractor. All coverage for sub-consultant/sub-contractors are subject to all of the requirements stated in this Agreement, except that any non-engineer sub-consultants/sub-contractors shall not be obligated to provide professional liability insurance coverage that is required of the engineers and other insurance coverages shall be in accordance with the limits in their standard policies.

NOTE #1: Upon execution of this Agreement, the Consultant shall furnish to Village of Morton Grove, Village of Niles and Morton Grove – Niles Water Commission satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the MGNWC Board. Said certificates shall expressly provide that, for the duration of this Agreement, the insurance policy shall not be suspended, cancelled or reduced in coverage or amount, except after thirty (30) calendar days prior notice by certified mail, return receipt requested, has been addressed and provided to the MGNWC Chair, the Village Administrator of Morton Grove and the Village Manager of Niles at their business addresses listed in Section 13 of the Agreement.

Exhibit "F"

SERVICES CHANGE ORDER FORM

SERVICES CHANGE ORDER NUMBER _____

In accordance with Section ___ of the Agreement dated _____, 2017 between the MGNWC and the Consultant, the Parties agree to the following Services Change Order:

1. **Change in Services:** _____

2. **Change in Project Schedule (attach schedule if appropriate):** _____

3. **Change in Completion Date:** All Services must be completed on or before: _____, 20____
4. **Change in Compensation:** _____

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

MGNWC

CONSULTANT

MGNWC Representative

Signature

Name (Printed or Typed)

Date

Date

If compensation change is greater than \$20,000 (individual request or in the aggregate) then Morton Grove's and Niles' Board of Trustees approval and Village Presidents signatures are required.

Village President

Date

_____, 20____.

Village President

Date

_____, 20____.

Exhibit "G"

Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement

IEPA Contract Clauses

The IEPA Public Water Supply Loan Program required clauses are as follows:

Audit and Access to Records Clause

- a. "Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection."
- b. "Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America."
- c. "All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report."
- d. "The final audit report shall include the written comments, if any, of the audited parties."
- e. "Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception."

Covenant against Contingent Fees Clause

"The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters¹

"The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

1: This requirement may be met through the inclusion of the following language in the contract, or through submitting a signed Form EPA 5700-49 to IEPA.

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both."

USEPA Nondiscrimination Clause

"The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies"

USEPA Fair Share Percentage Clause

"The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are %5 for MBEs & 12% for WBEs"



**Request for Qualifications
#17-04**

**Professional Engineering Firms to Design the Water Transmission Main
and Facility Improvements for MGN**

Request for Qualification Information

RFQ Number: **RFQ# 17-04**
RFQ Name: **Design the Water Transmission Main and Facility
Improvements for MGN**
Date Issued: **April 26, 2017**
Contact Person: **William Balling, WRB, LLC – Project Manager**
bill@wrblc.com

**Non Mandatory Site Meeting on Tuesday, May 2, 2017 at 9:00 a.m. at the Niles Senior
Center, 999 Civic Center Drive, Room #127, Niles, IL 60714**

Due Date: **May 12, 2017 - 12:00 Noon**

INSTRUCTIONS

- A. Please submit ten (10) paper copies and one (1) electronic version of the RFQ response documents. Submittals shall be placed in a sealed envelope, marked **“REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES TO DESIGN THE WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS FOR MGN #17-04** and delivered on or before the due date, **May 12, 2017 by 12:00 Noon**.
- B. Qualifications to be submitted to Susan Bus, Village of Niles Purchasing Agent.
- C. Please submit any questions or comments in writing to Bill Balling at **bill@wrblc.com** 5 days prior to due date to allow sufficient time for a written response.

DELIVERY/MAILING ADDRESS

Village of Niles
Attention: Susan Bus
1000 Civic Center Drive
Niles, IL 60714
847-588-8011

**VILLAGE OF NILES
PURCHASING DIVISION
1000 Civic Center Drive
NILES, ILLINOIS 60714
(847) 588-8000
NILES, ILLINOIS**

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

The Village of Niles is issuing a request for qualifications from Professional Engineering Firms to provide Design Engineering Services for the Morton Grove Niles (MGN) Water Transmission Main and Facility Improvements. Request for Qualification documents are available in the Office of the Purchasing Agent, Village of Niles at 1000 Civic Center Drive, Niles, IL 60714, 847-588-8000 for a fee of \$35.00 or online at no charge at www.vniles.com (How Do I..., Register For, Bids/RFP's/RFQ's).

There is a Non Mandatory Meeting on Tuesday, May 2, 2017 at 9:00 a.m. at the Village of Niles Senior Center, 999 Civic Center Drive, 1st Floor, Room #127, Niles, IL 60714.

Qualification packets along with any additional information will be accepted until 12:00 Noon, Friday, May 12, 2017 at the Village of Niles Administration Building, 1000 Civic Center Drive, Niles, Illinois, 60714, (southeast corner Oakton Street and Waukegan Road).

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit their qualifications. The Village reserves the right to accept or reject any or all request for qualifications.

Description of Request for Qualifications #17-04

Professional Engineering Firms to provide design engineering services for water transmission main and facility improvements.

INTRODUCTION:

The Villages of Morton Grove and Niles (MGN) hereby invite qualified firms to submit statements of qualifications in accordance with the requirements of this Request for Qualifications (RFQ). MGN will evaluate qualifications in accordance with the evaluation criteria set forth in the submittal requirements of each element.

Multiple firms may be associated to offer the requested services if the affiliation is articulated with clear lines of leadership, responsibility and professional liability in the statement of qualifications. Examples of multiple firms associated for the project includes, but is not limited to, prime consultant and subconsultants and joint venture. The experience and past performance of all firms included in the association will be evaluated.

At the conclusion of this evaluation process, MGN anticipates that it will select up to three firms to negotiate a contract to provide services for MGN. MGN reserves the right in serving its best interest to select multiple firms and negotiate individual contracts to complete discrete portions of the full scope of improvement. In the event multiple firms would be selected, the contract fee for individual projects would be negotiated once the final selection of firms has been completed.

BACKGROUND:

The Villages of Morton Grove and Niles are located approximately 10 miles north of downtown Chicago.

MGN is currently having a study developed to evaluate three proposed alignments of a water transmission main and appurtenant facilities to supply water to the existing water pumping and storage facilities in Morton Grove and Niles from a water supply point in Evanston, Illinois. The system being developed would include approximately 4 miles in length of transmission main. The report will include a preferred alignment with appurtenant facilities that will serve as the starting point for final engineering design. The majority of the transmission main and at least one water pumping would need to be constructed within the Village of Skokie. A receiving water pumping station and reservoir will be constructed in Niles or Morton Grove. The City of Chicago currently supplies water to the Villages of Morton Grove and Niles. The study will compare benefits and costs of the existing water supply and the proposed alternate alignments/facilities. The study is scheduled to be completed in June 2017.

The proposed water storage facilities would likely be aboveground standpipes. The proposed pumping facilities are envisioned to include aboveground pumping equipment installed within a public facility built as a commercial/industrial building with a façade matching the neighborhood and would include electrical, plumbing, telephone, security, heating and cooling systems commensurate for the use. Emergency backup power would be required to maintain continuous facility operation. It is expected each of the facilities will need formal public presentation and developmental approval by the community with jurisdiction of the respective site.

The proposed pipeline may be located within county, state, utility or railroad rights-of-way. The proposed pipeline would cross an interstate expressway at one location, would cross the facilities of

Commonwealth Edison at no less than one location, would cross facilities of Northeastern Illinois Railroad Corporation (aka NIRC aka Metra) at one location, and would cross the facilities of Metropolitan Water Reclamation District of Greater Chicago and Northwest Water Commission at no less than one location.

Land for the water storage and pumping facilities would be acquired by MGN before the design achieves conceptual approval.

The water supply to the Village of Morton Grove needs to be operational by December 31, 2018 and to Village of Niles by December 31, 2019.

The project delivery method is anticipated to be design-bid-build, but has not been stipulated.

The design and construction is anticipated to be funded using state, federal and local sources.

It is anticipated that the design and construction schedules are very aggressive. The conceptual construction cost estimate exceeds \$90MM.

The following information should be available for review before contract negotiation:

1. Computer model of water supply system.
2. Preliminary design report describing pump station and water storage facility.
3. Technical memorandum evaluating existing and proposed water treatment.
4. Pipeline Alignment Corridor Study Report.
5. Technical memorandum establishing the pipeline design criteria.
6. Preliminary Design Report summarizing investigations of existing and proposed systems, and alternatives considered and identifying the preferred pipeline route and facility locations.

DESCRIPTION OF PROFESSIONAL SERVICES NEEDS:

MGN invites qualified, licensed professional Architectural Engineering and Construction (AEC) Firms to submit their qualifications for design services. For the purpose of this RFQ "Village" means Village of Niles and "Firm" means the AEC Firm submitting a response to this RFQ. Qualified Firms shall provide services based on the Project Scope and Submittal Requirements sections provided below.

The Firm must be qualified to provide the following services:

- Verify computer model of final recommended alternate included in water supply study.
- Complete topographical survey within and adjacent to project limits.
- Prepare a soils report to characterize the suitability of the in-situ soils to support proposed improvements; identify, quantify, specify and document the disposal requirements of waste material within the project limits; and recommend pavement structure requirements.
- Prepare construction documents in an efficient, accelerated schedule.
- Provide reliable, transparent documentation of issues and resolutions.
- Manage a feedback loop of information with the client team.
- Design a transmission main, pumping facilities and water storage facilities according to American Water Works Association and Illinois Environmental Protection Agency standards.
- Furnish all documentation needed to comply with local, state and/or federal funding sources requirements.

- Secure all necessary permitting through county, state, and federal agencies.
- Coordinate design with and secure all necessary permits with regional sanitary district, regional water supply district, electrical utility and railroad (i.e. Metropolitan Water Reclamation District of Greater Chicago; Northwest Water Commission; Commonwealth Edison and Metra).
- Coordinate design and secure all permits required to modify or abandon water supply connection to City of Chicago.
- Coordinate design with any and all private utilities located within the right-of-way of the transmission main.
- Design commercial/industrial type of public facility with residential façade treatment.
- Prepare architectural exhibits including site plans, elevations and building plans for proposed pump station building(s).
- Facilitate permitting process including all zoning entitlements of proposed public facilities located outside the right-of-way, which may include approval of special use permit and/or specific design review.
- Secure all necessary permits through Skokie, Niles and Morton Grove depending on final location of all proposed public facility improvements located outside the right-of-way.
- Coordinate utility supply needs of proposed public facilities.

PROJECT SCHEDULE:

Design Phase - July 2017 through November 2017

Construction Phase – January 2018 through December 2018

SUBMITTAL REQUIREMENTS:

Ten copies of a compiled set of the following documents shall be submitted in the order listed below and **(1) electronic version:**

1. **Cover letter**
2. **Statement of Qualifications**
3. **Documentation of no conflict of interests with the Village of Niles interests**
4. **Responses to Village of Niles standard questionnaire**
5. **Firm's audited financial statements**
6. **Proof of insurance**
7. **Visual representations of related project experience**

The ten copies shall be submitted in a single, sealed envelope or sealed box.

1. A cover letter, signed by a principal, describing a brief history of firm, type of organizational structure (corporation, partnership, sole proprietor, etc.), number of employees, technical disciplines, and other information relevant to this project.
2. A concise Statement of Qualifications is a favorable quality. Evaluations will focus on the first 30 pages (i.e. 30 single-sided or 15 double-sided) of the Statement of Qualifications. To clarify, the page limit only pertains to the Statement of Qualifications and does not include any of the other materials to be submitted. Font should be equivalent in size to 11-point Calibri. The Statement of Qualifications should include:

- a. A simple organizational chart identifying key members of the firm who would be assigned to this project.
- b. Firm Profile General Experience - A detailed description of similar projects successfully completed by the firm in the past ten years. Relevant experience illustrating the firm's capabilities which must include description of work performed at other public agencies specifically managed by the designated Project Manager. Cite specific projects of a similar nature to the project described herein. Include the name, telephone number, and email address of a contact person for each client who can verify the information provided. List current projects and percent complete. Provide at least three (3) additional projects, completed in the last five years, related to the firm's successful completion of projects similar to the this type of project effort. Include the client's name, address, phone number, email and the name of a contact person. Identify information related to budgeted and actual cost, projected and actual project schedule, and actual project completion history In particular highlight the following experience:
 1. Municipal facility design and permitting
 2. Transmission design
 3. Water storage and pumping facility design
 4. Jacking, tunneling, boring design and construction experience
 5. Urban pipeline design
 6. Lining of existing transmission watermain 20 inches and greater in diameter
 7. Life cycle cost analysis
 8. Water system modeling experience
 9. Construction and cost estimating
 10. Phased project design
- c. Local Knowledge and Experience
 - i. Project experience with local area, geography, and facilities
 - ii. Local Agency experience with IEPA (Water), IDOT, MWRDGC, IDNR, USACE, Cook County, Skokie, Evanston, Etc.
- d. Resume of the engineer who will be assigned to lead this project and be consultant's liaison to the owner. This individual must be a licensed civil engineer. Include a detailed description of the assigned engineer's experience in transmission main and water plant improvements, specifically identifying the projects.
- e. A listing of team personnel who will be assigned to perform substantial amounts of the work on this project. Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will actually work on this project, and location of each person. Identify and define the experience of the Project Manager, Hydraulic Engineer, and other key personnel to be assigned to the project. Resumes shall be included for the Project Manager, Hydraulic Engineer and any other key personnel. The resumes should include education, employment history, project experience with corresponding dates, and the number of years employed with the company. During the course of the project, substitution of key personnel is subject to the approval of MGN.

- f. Names of major sub-consultants planned to be used on this project, indicating name, specialty, address and summary of municipal public services or similar experience, as well as proof of insurance as set forth in these instructions. This project will be required to comply with IEPA Drinking Water Revolving Loan requirements including compliance with USEPA Fair Share Percentage clause for Minority Business Enterprises and Women's Business Enterprises Participation.
3. The submittal must include documentation of no personal or organizational conflicts of interest with Village of Niles interests.
4. Responses to Village of Niles standard questionnaire - If items mentioned on Village of Niles Standard questionnaire are duplicated in the technical proposal, simply refer to the appropriate pages in the Technical Proposal.
5. One (1) copy of the firm's audited financial statements for the last three (3) years which may be included in a separate sealed envelope and marked accordingly.
6. Provide proof and limits of professional and general liability insurance carried by the firm.
7. Appropriate visual representations of related project experience for water supply systems and municipal facilities.

EVALUATION SCHEDULE:

The following schedule is anticipated to represent the schedule of critical activities associated with this Request for Qualifications:

Issue Request for Qualifications	April 26, 2017
Non Mandatory Meeting at Niles Senior Center	May 2, 2017 - 9:00 AM
RFQ Qualifications Due	May 12, 2017 – 12:00 PM
Issue ranking of candidate firms	May 24, 2017
Interview preferred candidates (3 top ranked firms)	May 31, 2017
Rank preferred candidates	June 1, 2017
Negotiate scope of services and fees	June 2-June 9, 2017
Submit award of contract for formal approval	June 16, 2017
Village Board Approvals	June 26 & June 27, 2017
MGN Water Commission Approval	July 5, 2017

EVALUATION CRITERIA:

- Administrative
 - Key personnel
 - Firm general history
 - Availability of personnel
 - Project approach to the planning, organizing, and management of a project effort, including communication procedures, approach to problem solving, data gathering methods, evaluation techniques, and similar factors.
 - Present workload
 - Financial stability

- References – Meeting deadlines
- References – Meeting budget
- Professional reputation
- Proximity to proposed project site
- Technical
 - Computer modeling of water supply systems experience
 - Water system design experience of firm
 - Public facility architectural experience of firm
 - Surveying experience of firm
 - Geotechnical experience of firm
 - Appearance of construction documents sample
 - Complexity of past water transmission design projects
 - Land use density of corridor
 - Number/type of funding sources
 - Schedule
 - Addressing public opposition
 - Adaptive project needs
 - Extent of permitting
 - Utility conflict resolution
 - Environmental contamination resolution
 - Complexity of past municipal facility design project
 - Zoning
 - Design approval
 - Special review
 - Addressing public opposition

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposed price element of said proposal, or of that of any other proposer, or to secure any advantage against any other bidder or any person interested in the proposed contract.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Request For Proposal, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Name of Proposer if Proposer is an Individual
Name of Partner if Proposer is a Partnership
Name of Officer if Proposer is a Corporation
Subscribed and sworn to me this

_____ day of _____, 2017.

By: _____

The above statements must be subscribed and sworn to before a notary public.

TERMS AND CONDITIONS

VILLAGE ORDINANCES

The firm will strictly comply with all ordinances of the Village of Niles and laws of the State of Illinois.

HOLD HARMLESS

The firm agrees to indemnify, save harmless and defend the Village of Niles, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the firm, in the event that sufficient funds to complete the contract are not appropriated by the Village of Niles. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the firm, in the event of default by the firm. Default is defined as failure of the firm to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms.

In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Agent may deem appropriate, services similar to those so terminated. The firm shall be liable for any excess costs for such similar services unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and the fault or negligence of the firm.

PROFESSIONAL LIABILITY COVERAGE FOR SERVICES

The delineated services provided by Contractor, under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering as reflected in the contract for this project at the time when and the place where the services are performed.

The Village requests Contractor's professional liability coverage for the Village and to all construction contractors, or subcontractors on the project and affected third parties arising from Contractor's alleged negligent acts, errors, or omissions, such that the total aggregate liability of Contractor to all those named shall be \$3,000,000.00.

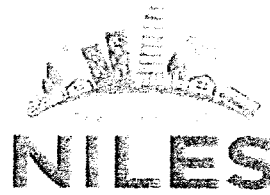
FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

VILLAGE OF NILES

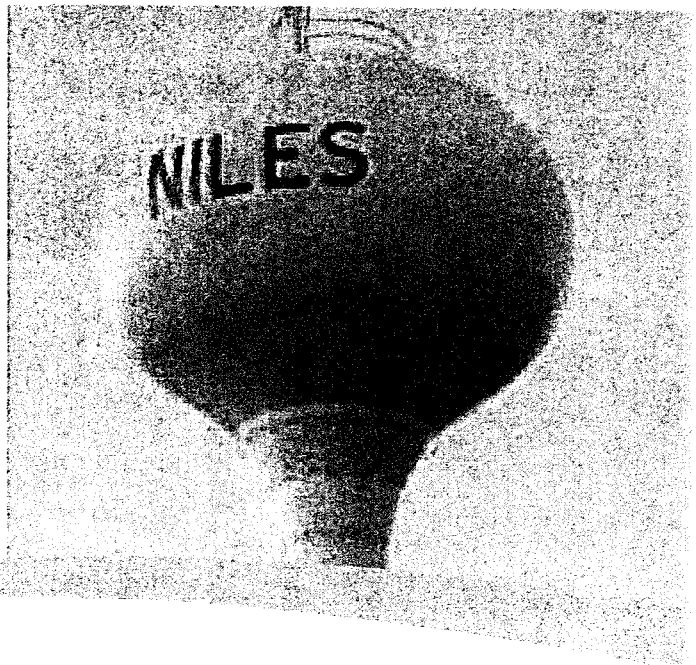
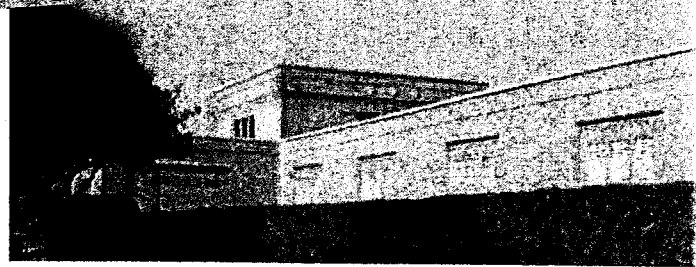
- 1) Address and description of the Firm's place of business. If more than one place of business, list all places of business.
- 2) The number of years engaged under the present firm name and the type of business entity. If a partnership, the date of the partnership's formation; if a corporation, the date of incorporation and the state where incorporated.
- 3) Similar projects completed within the public sector by the Firm.
- 4) A list of contracts which resulted in lawsuits. List name and case number of each such lawsuit and current status.
- 5) A list of contracts defaulted, the reason for such default and, if resolved, the manner of resolution.
- 6) A statement by the Firm indicating whether or not the Firm has ever filed bankruptcy while performing work of like nature or magnitude.
- 7) A list of officers in the firm who, while in the employ of the firm or employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
- 8) Such additional information as will assist OWNER in determining whether the Firm is adequately prepared to fulfill the contract, i.e., awards received, chair of trade organizations, etc..

The object of the request for the qualifications of Firm is not to discourage or make it difficult for qualified Firms. Neither is it intended to discourage beginning firms. It is intended to make it possible for OWNER to have exact information on financial ability and experience in order to reduce the hazards involved in awarding contract to parties who may not be qualified to perform the work as specified. OWNER'S decision as to qualifications of the Firms shall be final.



Morton Grove – Niles Water Commission

Water Transmission Main and Facilities Improvements



Stanley Consultants INC.





Stanley Consultants INC.

May 12, 2017

Village of Niles
Attention: Ms. Susan Bus, Purchasing Agent
1000 Civic Center Drive
Niles, Illinois 60714

Subject: Morton Grove–Niles Water Commission: Water Transmission Main and Facilities Improvements
Design RFP #17-04

Dear Ms. Bus:

As the preliminary planning for the transmission main routes advances toward completion, five major tasks remain to successfully deliver City of Evanston water to the Villages of Morton Grove and Niles:

1. Design of transmission mains, pump stations, and a reservoir.
2. Procurement of permits and funding.
3. Bidding the Project improvements and potentially procuring materials.
4. Construction of the improvements.
5. Commissioning the water transmission system.

This Statement of Qualifications addresses Tasks 1, 2, and 3. These tasks must be completed so that construction contracts can be awarded in January and water can be delivered to Morton Grove by December 2018 and to Niles soon thereafter.

To move this project forward, we will foster a spirit of collaboration between the stakeholders and project team members to remove roadblocks and encourage participation instead of opposition. Our goals remain constant: deliver this project on time and within the agreed upon budget.

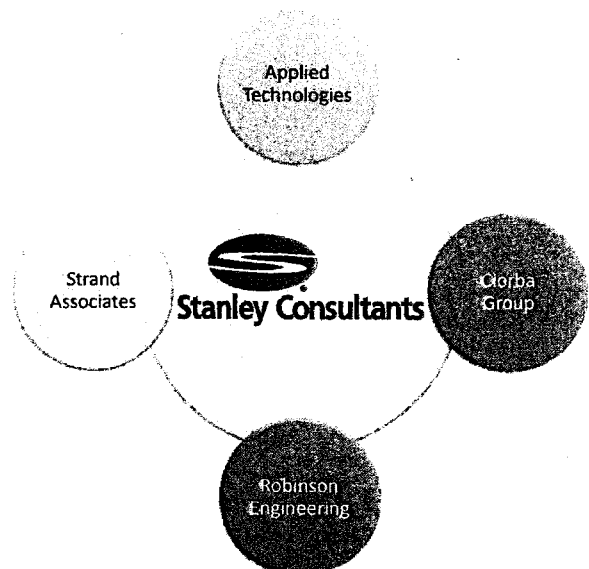
We are pleased to submit this Statement of Qualifications for the Water Transmission Main and Facilities Improvements Design project. We believe it demonstrates that Stanley Consultants and its team members are uniquely qualified to provide the creativity and extensive experience needed to bring this project to a successful completion.

STANLEY CONSULTANTS

Stanley Consultants, Inc. was founded in 1913 and operates as a corporation with headquarters in Muscatine, Iowa. Stanley has a staff of 1000 located in offices around the world. In Chicago, we have a staff of 60 including water supply, mechanical, electrical, instrumentation, roadway, water resources, and structural engineers.

THE STANLEY TEAM

Stanley Consultants has assembled a team consisting of Stanley, Applied Technologies, Ciorba Group, Robinson Engineering, and Strand Associates, to form an integrated, cohesive unit that brings the skills, knowledge, and complementary capacity necessary to complete this complex and challenging design in the compact timeframe. Individual team members bring highly relevant experience, and several have direct experience with the Niles and Morton Grove distribution systems. Our Project Manager, Larry Thomas, has successfully planned and designed





Ms. Susan Bus
May 12, 2017
Page 2

water transmission systems for many years and is currently completing the planning work required for the Villages to establish the transmission main route through Skokie and on to the existing reservoirs.

METHODOLOGY AND SCOPE OF WORK

The desired project completion date cannot be achieved in a "business as usual" manner. To accelerate delivery of the project design our project team will complete several designs in parallel in order to submit construction plans to the IEPA no later than September 15, 2017. Separate, but coordinated teams will be assigned to three segments of the transmission main, the reservoir, the two pump stations, and the existing pipe lining work. Permit engineers will simultaneously work with the various communities and agencies to alleviate concerns and accelerate the permit approval process. Larry Thomas will manage the various teams to prevent duplication of work, present uniform products, resolve issues, and keep the project on schedule. The "Shared Services Group" will provide technical resources to all teams, allowing them to function efficiently with no disruptions or overlaps.

We look forward to the opportunity to interview and continue our partnership to provide a new water supply to the Villages of Niles and Morton Grove. If you have any questions, please call me at 815.355.0923. This proposal is valid for ninety (90) days.

Very truly yours,
STANLEY CONSULTANTS, INC.

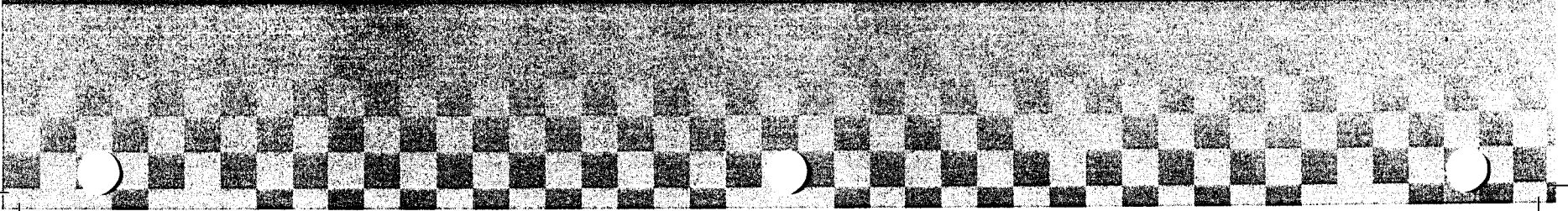
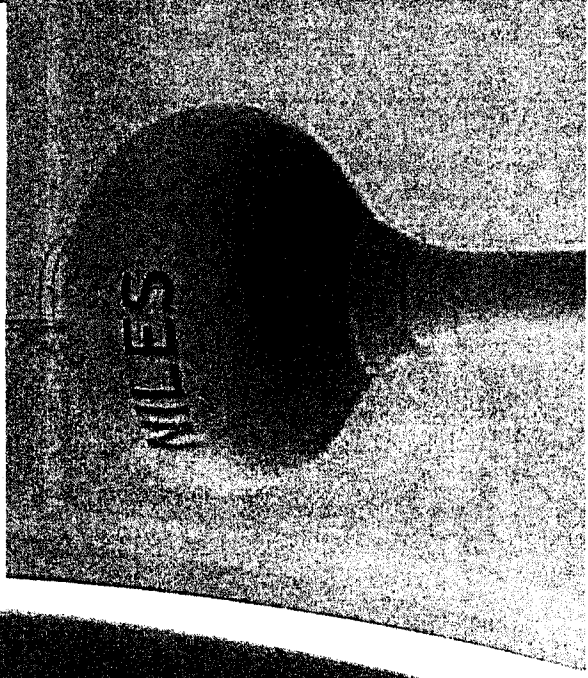
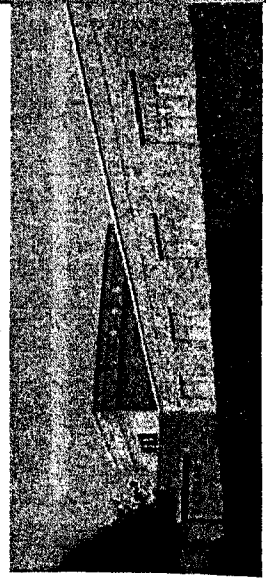
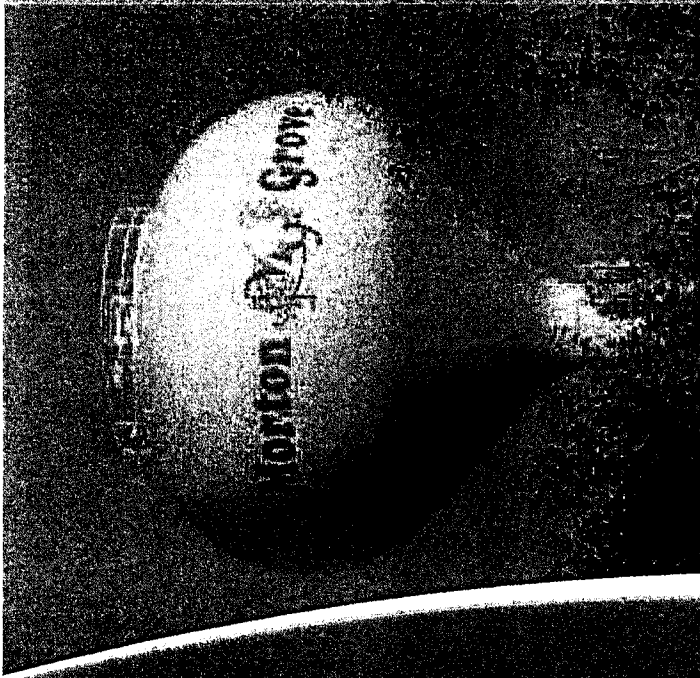
A handwritten signature in black ink, appearing to read "Larry Thomas".

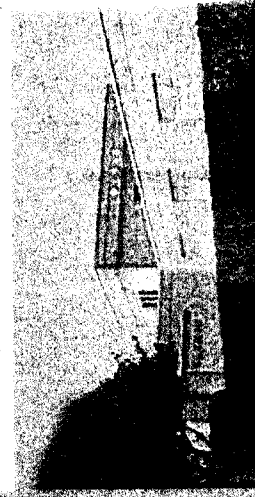
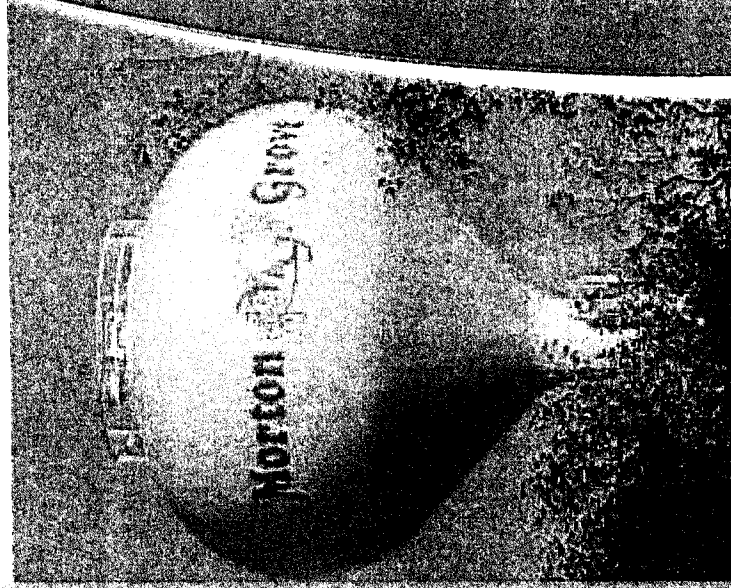
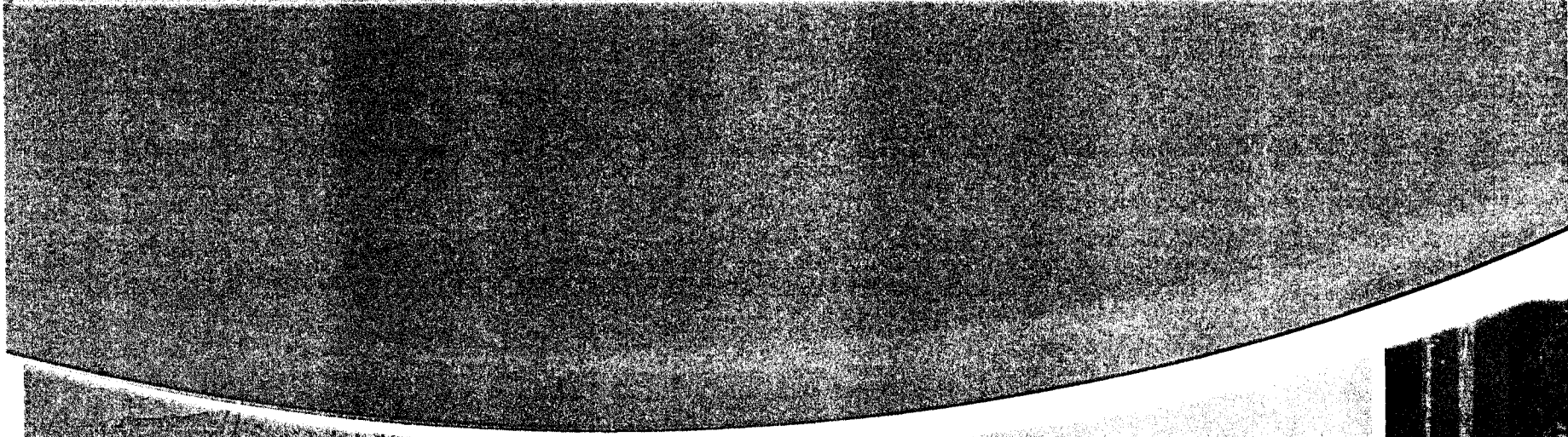
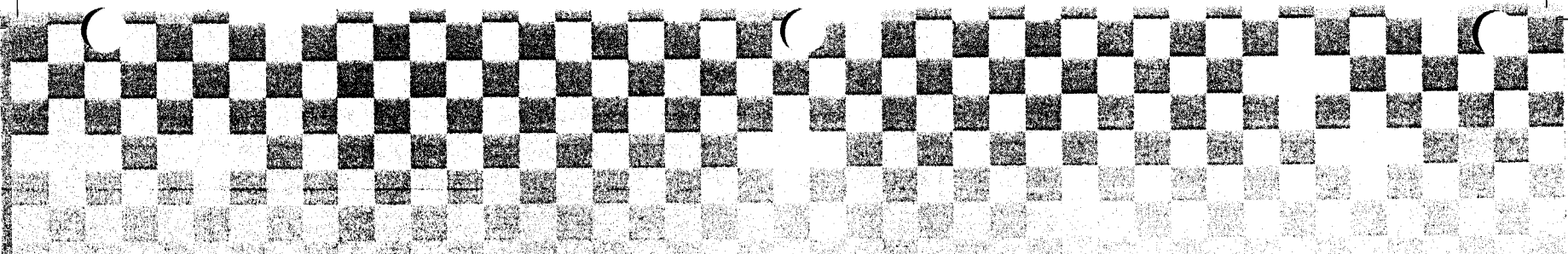
Lawrence E. Thomas, PE
Water/Wastewater Dept. Manager

A handwritten signature in black ink, appearing to read "Tony Mardam".

Tony Mardam, PE
Vice President

Statement of Qualifications





Statement of Qualifications

2.a. WE WORK BETTER TOGETHER

Stanley Consultants has 100+ years of experience managing large, complex programs with multiple projects. The cornerstone of our program management philosophy is anticipation, recognition, and prompt action to mitigate conflicts and streamline execution.

The key to our success is flexibility in organizational structure and our willingness to include the best partners to assure the job is done right. This allows us to rapidly assemble the appropriate mix of expertise and disciplines to quickly respond to varied tasks. We believe the success of this approach is dependent on:

A Strong Program Manager

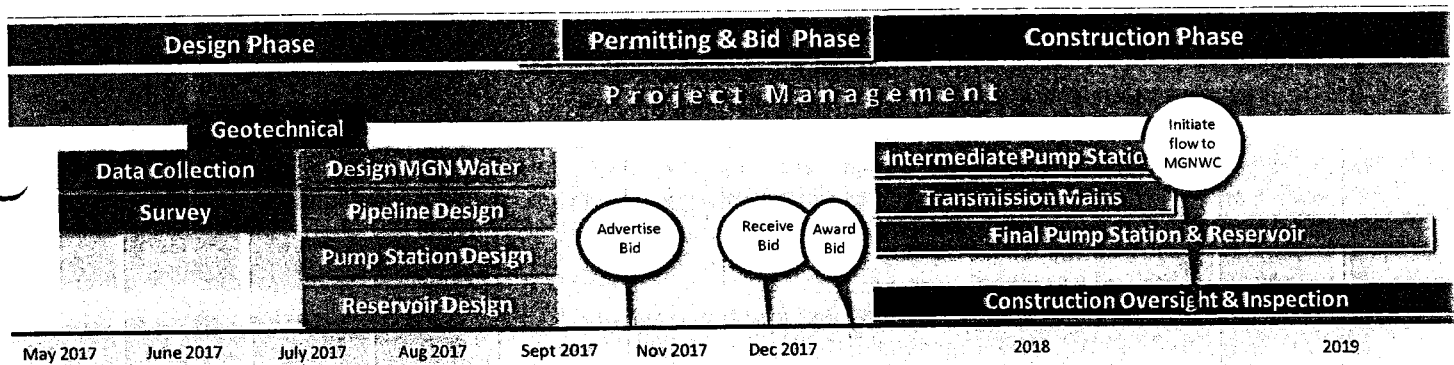
Larry Thomas leads the overall team as Program Manager and will focus on applying the right resources every day. Larry has professional experience in contract management, overall schedule and budget control, and client service. He has a thorough understanding of this project and appreciation of the local financial, political, and regulatory issues involved in final design.

An Articulated Approach

Our team's institutional knowledge and relationships with regulatory stakeholders will allow us to quickly mobilize on the final design. This unique understanding of the client, project limitations, constraints,

requirements and timeline positions us to continue the momentum to complete this project on schedule and within budget. Our approach is built around completion of the design package by mid-September for submission to the IEPA as shown below.

Furthermore, our team has working relationships with the permitting agencies anticipated for this project, both from the Detailed Water Supply Corridor and Route Study and the substantial number of Chicagoland projects we have completed. We will work together to expedite the permitting process.



A Clearly Defined Scope of Work

Our approach breaks the project into manageable work packages, tasks, and deliverables. The work packages will be clearly delineated between our team members to eliminate duplication of effort. The proposed work packages will be divided as follows:

STANLEY CONSULTANTS, INC. (SCI)

- Program Management
- Shared Services
- Pump Stations
- Reservoir Design

ROBINSON ENGINEERING, LTD. (REL)

- Survey
- Geotechnical
- Pipeline Lining Design

APPLIED TECHNOLOGIES, INC. (ATI)

- Segment 1 Transmission Main Design

STRAND ASSOCIATES (SA)

- Segment 2 Transmission Main Design

CIORBA GROUP (CG)

- Segment 3 Transmission Main Design

Processes

Our proven processes have allowed our team to receive and quickly consolidate and analyze information to make timely decisions on the Detailed Water Supply Corridor and Route Study. We will continue to utilize these methods for this project:

- » Internally, our team has various communications tools at their disposal, including face to face meetings, email, teleconference, video-conference, GoToMeeting®, and ProjectWise®, a document control and sharing system, to successfully manage the team. The video-conferencing capability is a powerful collaboration tool that brings the team together to enhance coordination and resolve project issues as they arise. Our team has proven its ability to work and share together effectively.
- » Externally, Larry will use the well-defined approach and schedule to keep information flowing to and from the Villages as necessary to make project decisions. The creative integrated structure of our team will provide the Villages with clear information to make the right overall project decisions during the design, and take necessary actions quickly.

Technology

From an accounting standpoint, project progress will be tracked by hours utilizing Deltek®, our enterprise management software. Larry and the task leads will be responsible for tracking time spent on the project, hours expended, and the successful completion of the assigned work within the available budget. Microsoft Project®, will be used to track the schedule.

Our Experience

Our proposed team is already assembled and looks forward to the opportunity to complete this project. Our innovative thinking has optimized the personnel, time and budget on the current study. Team members have a history of delivering timely and cost-effective projects for Morton Grove, Niles, and other Chicagoland clients.

The addition of ATI gives our team the capacity necessary to meet the project schedule. Their expertise in the design and construction of large diameter water transmissions mains will allow us to quickly move from the planning study into the design effort.

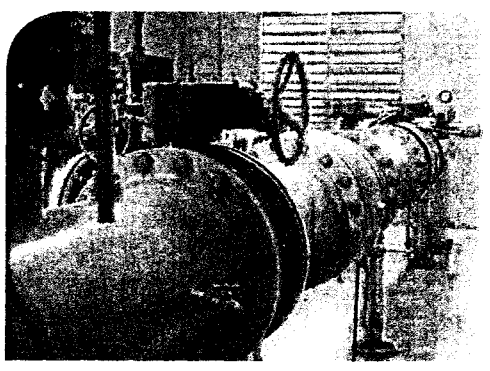
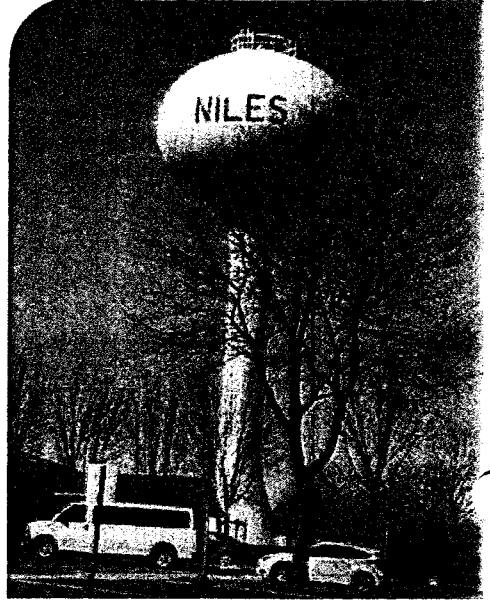
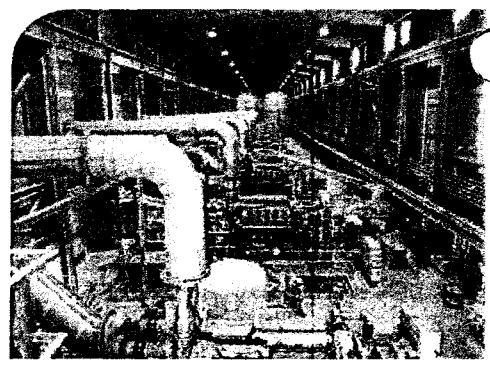
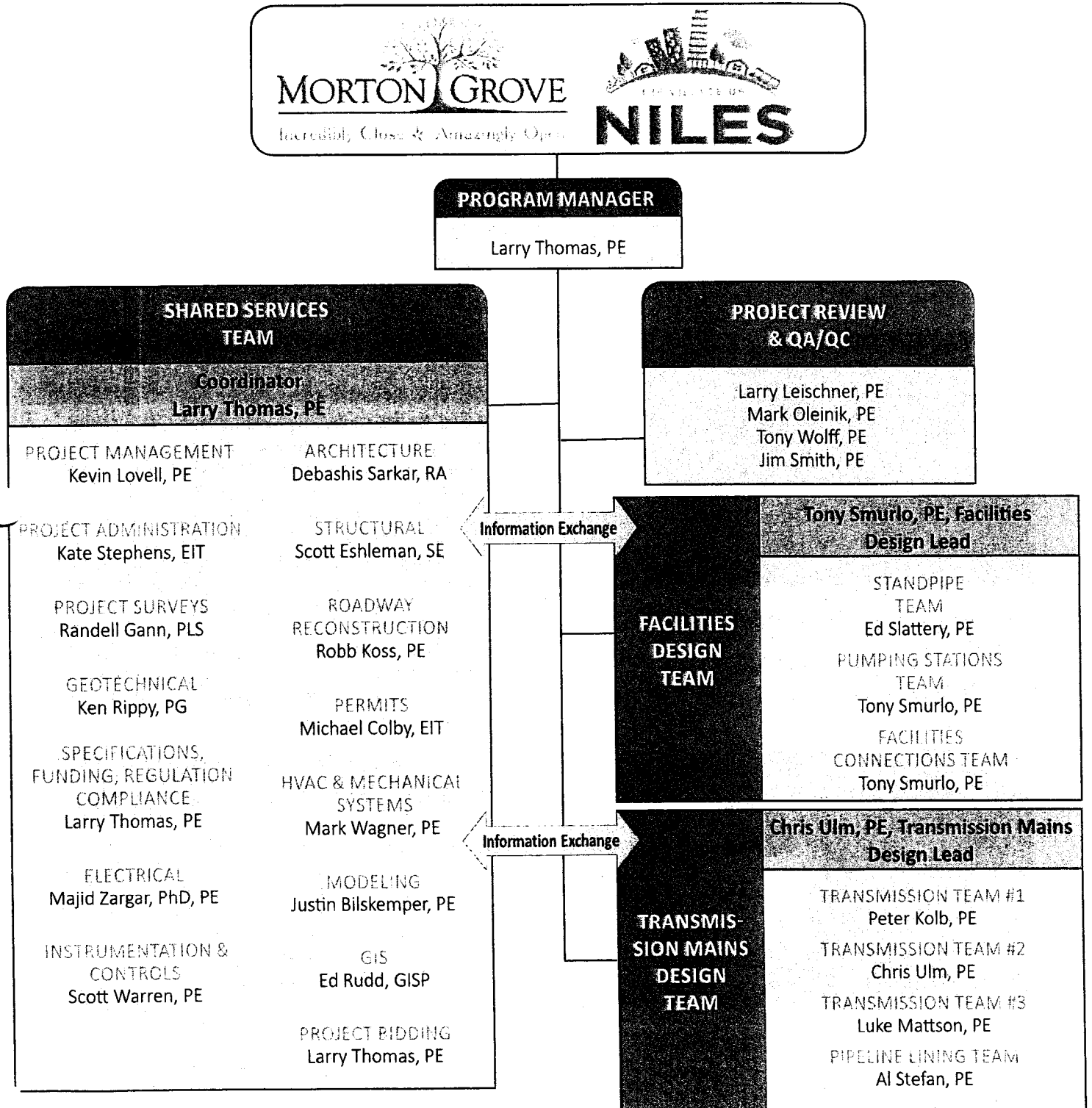


FIGURE 1. 2.a. ORGANIZATIONAL CHART

The figure below illustrates our proposed Stanley Team. Almost all of our members are located in the Chicagoland area. Stanley Consultants will provide program management and the majority of shared services for the duration of the project.



★ 2.b. PROJECT EXPERIENCE

The following projects illustrate our team's successful completion of similar and relevant projects.



Detailed Water Supply Corridor and Route Study, MGNWC
Villages of Morton Grove and Niles, IL
(Stanley Consultants) 2017

Critical Experience: Urban pipeline design; water system modeling; transmission design

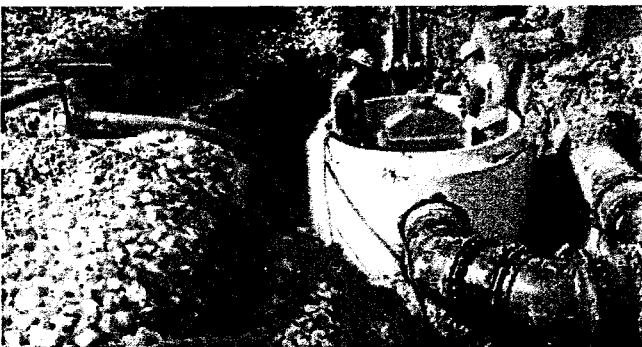
Stanley Consultants is the prime engineering consultant for the corridor study to determine the most favorable route for a new 33,000 foot long 30-inch shared transmission main and two 20-inch feeder mains. Additional tasks include determining the most favorable sites and preliminary design considerations for an intermediate pump station, reservoir, and final pump station. The project is being conducted with an accelerated schedule. **Client Contact:** Mr. William Balling, Managing Director, 847.398.8399, bill@wrblc.com



Lake Michigan Water Supply in Lake County
Various Municipalities in Lake County, IL
(Applied Technologies) Ongoing

Critical Experience: Transmission design; life cycle cost analysis; phased project design

ATI performed preliminary engineering and design for two water transmission main extensions in order to supply four communities with Lake Michigan water through the CLCJAWA. Phase 1 studied over 60 miles of potential routes, coordinated 20 agencies and utilities, identified easement and permitting requirements, developed cost estimates, and held stakeholder workshops. Phase 2, ATI designed over 30,000 feet of 10-to 20-inch transmission mains. Materials including ductile iron, PVC and fusible PVC were installed via open-cut and horizontal directional drilling. Projected to be completed under budget (Planning Level Budget \$35M, Actual Cost with 50% of the project bid \$30M) with projected completion by the end of 2018. Delivery: 6/2018. **Client Contact:** Darrell Blenniss, 847.295.7788, blenniss@clcjawa.com



Caldwell 12-inch & 20-inch Water Main River Crossing
Village of Morton Grove, IL
(Ciorba Group) 2014

Critical Experience: Transmission design, boring and jacking design and construction experience; water system modeling experience; construction and cost estimating

Ciorba performed preliminary engineering, final design, and construction services for the replacement of 1,200 feet of parallel 12-inch and 20-inch water mains, 2,400 feet total, through the Cook County Forest Preserve District and underneath the North Branch of the Chicago River. Ciorba worked with the Forest Preserve District and prepared plans, specifications, cost estimates, schedule, and bid documents. Acquired permits from USACE, IEPA, IDOT, and IDNR. The construction cost of the project was \$1.18M. This project was completed within budget (\$67,300) and on schedule. **Client Contact:** Mr. Chris Tomich, PE, Village Engineer, 847.470.5235, ctomich@mortongroveil.org



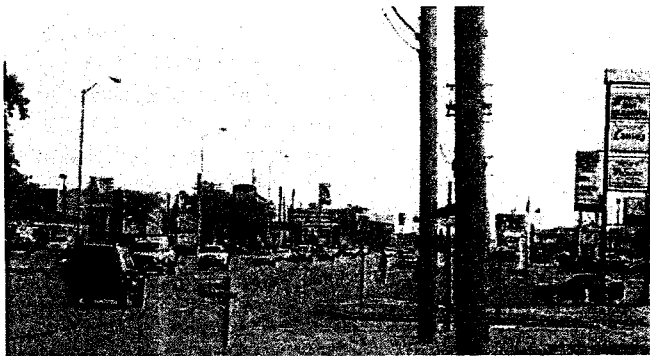
Roosevelt Road Water Main Lining

Village of Lombard, IL
(Robinson Engineering) Phase 1 2016

Critical Experience: Lining of existing water main; urban pipeline design; phased project design

Robinson Engineering, acting as the municipal engineer to the Village of Lombard, provided consultation and oversight to village staff, including technical guidance, for the rehabilitation of approximately 16,300 lineal feet of existing water main by installing cured-in-place pipe (CIPP) within existing 8-inch to 12-inch ductile iron water main. The project, located along IL Route 38 (Roosevelt Road) from Finley Road to Wisconsin Avenue, included: installation of above grade temporary water main bypass during construction, coordination with the fire department regarding fire flows and hydrant access, work with IEPA to amend administrative code to permit CIPP lining within existing main not meeting the 10 foot separation rule for water and sanitary/storm sewers, and public communication and outreach for this highly developed and traveled commercial corridor. Village received minimal complaints during construction of Phase 1.

Client Contact: Carl S. Goldsmith, Director of Public Works, 630.620.5740, goldsmithc@villageoflombard.org.



Water Main Replacement Program 30-inch Water Main Design

Indiana American Water Company, Merrillville, IN
(Strand Associates) 2012

Critical Experience: Transmission design; phased project design; jacking, tunneling, boring design and construction experience.

Strand provided route design, permitting services, and final plans for approximately 12,000 feet of 30-inch water transmission main through a commercial corridor and state highway. The water main design incorporated four different stages of construction to meet the client's budget and retained complete operability of the overall distribution system. Installation methods included jack and bore, directional drilling, and open cut. The project required extensive permitting and coordination with Indiana Department of Transportation, gas and electric utilities, and local stakeholders. Strand adapted well when the pipeline size was reduced after bidding. This project was designed on budget (\$147,555) and delivered on time. **Client Contact:** Mike Seals, P.E., Engineering Manager, 317.696.0143, michael.seals@amwater.com.



Water Pumping Improvements

New Orleans, LA
(Stanley Consultants) Ongoing

Critical Experience: Municipal facility design and permitting; water storage and pumping facility design, and water systems modeling

Stanley Consultants is providing services for coordination, hydraulic modeling, surge mitigation, preliminary design, final design and bid services for the improvements to a 320 MGD water booster pump station. Project scope includes rehabilitation, replacement, and/or installation of eight 40-45 MGD variable-speed pumps. Detailed design includes a temporary pumping station, staged modifications to motor controls, interfaces with existing plant control and monitoring systems, new buildings to house electrical equipment, and other pump station components. Construction cost will be \$49,000,000.

Client Contact: Ron Spooner, Chief of Engineering, 504.865.0410, rspooneer@swbno.org.



Lake Michigan Water Supply to Chicago Southwest Suburbs

Illinois American Water Company
(Applied Technologies) Ongoing

Critical Experience: Water system modeling experience; transmission design; phased project design

Applied Technologies performed hydraulic modeling, route studies, design, permitting, and construction engineering and inspection for this project to supply three villages (Bolingbrook, Homer Glen, and Woodridge) with Lake Michigan water. It included 41,000 feet of 12-, 16-, 20-, and 36-inch water transmission main to meet a maximum daily design capacity of 25 MGD. **Client Contact:** Harold Smith, Project Engineer, 630.739.8830, harold.smith@amwater.com

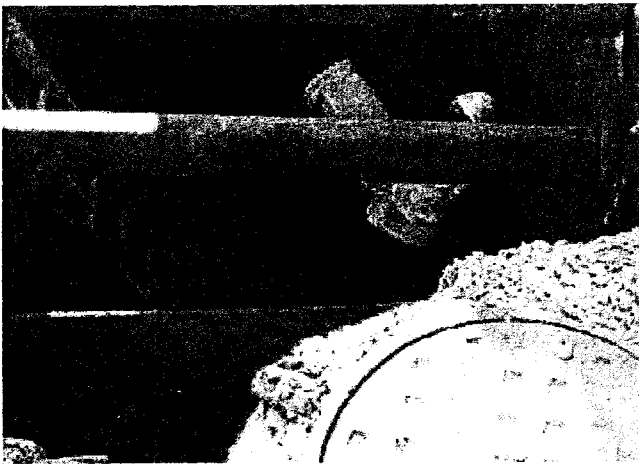


Harlem Avenue Water Main Consolidation

Village of Glenview, IL
(Ciorba Group) 2016

Critical Experience: Transmission design; urban pipeline design; phased project design

Ciorba Group provided the Village of Glenview with engineering and design services for the replacement of multiple parallel water mains and pavement rehabilitation on Harlem Avenue. Work included a desk study of the existing system, demand estimation of users impacting pipe sizing, hydraulic analysis using WaterCAD, a routing analysis of the consolidated main, fire flow analysis, and a matrix evaluation of alternatives. The selected alternative was to consolidate the multiple parallel water mains into a single 8,000 foot long large diameter transmission main, with a construction cost of \$3.0M. This project was completed within budget (\$176,900) and on schedule (18 months). **Client Contact:** Shane Schneider PE, Village Engineer, 847.904.4410, shanes@glenview.il.us

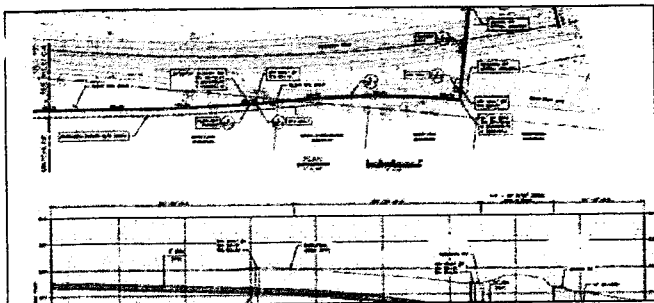


36-Inch Transmission Main

Village of Midlothian, IL
(Robinson Engineering) 2012

Critical Experience: Transmission design; phased project design; construction and cost estimating

Robinson designed approximately three miles of water main replacements with associated appurtenances. This high priority aged infrastructure was replaced with new water system elements to deliver a renewed system. Robinson prepared preliminary designs and cost estimates of proposed improvements, then worked with the client to prioritize and narrow scope to match available funding. Robinson solicited public works staff input throughout the design process, incorporating their preferences into project design. They also coordinated with IDOT and multiple utilities companies to resolve utility conflicts. Alternative water main materials were incorporated to offer potential savings to the client. Accurate design, successful communication, and cost savings initiatives resulted in a project 22% under budget. Under budget (budget- \$3,017,805; actual- \$2,473,610) and behind schedule (original contract duration – 150 days; actual contract time through change order extensions – 409 days) **Client Contact:** Joe Sparrey, 708-389-9658, jsparrey@villageofmidlothian.org.



Central Lake County Joint Action Water Agency West Group Transmission Main

Lake Bluff, IL

(Strand Associates) Ongoing

Critical Experience: Transmission design; construction and cost estimating; phased project design

Strand performed preliminary design, final design, and construction-related services for 10,000 feet of 24-inch transmission main. Preliminary design consisted of topographic survey, pipe routing through existing utilities, and initial transmission main layout. The pipeline route includes both State and local right-of-way, petroleum pipeline crossings, and electrical utility right-of-way. Prepared designs using AutoCAD Civil 3D. Adhered to the standards needed to maintain continuity with other CLCJAWA projects. The project is 60% complete and on schedule for construction June 2017. The design is on budget and expected to stay on budget. **Client Contact:** Darrell Blenniss, 847.295.7788, blenniss@clcjawa.com



Critical Experience: Jacking, tunneling, boring design and construction experience; municipal facility design; permitting; urban pipeline design; and booster pump station.

Stanley Consultants was selected to design a water interconnection between the Village of Kenilworth and the Village of Wilmette. The design included approximately 2,160 feet of 12-inch water main with open cut installation, directional drilling, and jack and bore installation, and the installation of a prefabricated 200-1,900 gpm, 5-pump potable water booster pump station. Project challenges included routing water main through downtown Kenilworth, traffic control, and licensing a railroad crossing. Permits were obtained from IDNR, IEPA, and IDOT. Project cost was \$1.2 million, and was completed within budget. **Client Contact:** Mr. Patrick Brennan, 847.251.1666, pbreenan@villageofkenilworth.org

Kenilworth Water Interconnection Design

The Villages of Kenilworth and Wilmette, IL

(Stanley Consultants) 2015

Critical Experience: Municipal facility design and permitting; water storage and pumping facility design; construction and cost estimating



Lake Villa Water Main and Water Storage Improvements

Village of Lake Villa, IL

(Applied Technologies) 2016

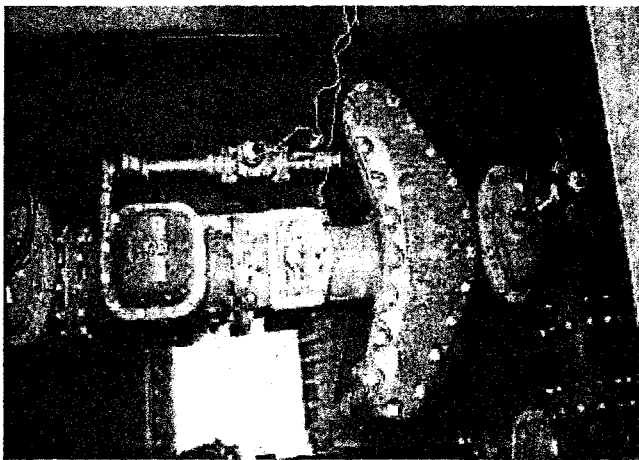
Applied Technologies performed planning, design, IEPA project funding, and construction administration and inspection services for water facilities and water main improvements for the Village of Lake Villa. Project facilities included 1.5 million gallons of ground storage, water facility building improvements, valve automation, and connection to two separate water distribution points. ATI managed a water main replacement program for 14-inch water mains, including 6,200 feet through the Lake County Sun Lake Forest Preserve, an Illinois Nature Preserve property, and 3,000 feet along an IDOT right-of-way. This project was completed under budget (\$5.2 million bid/\$5.0 million actual construction cost) and on schedule in preparation for the CLCJAWA Lake Michigan Supply extension. **Client Contact:** Karl Warwick, Village Administrator, Lake Villa, 847.356.6100, kwarwick@lake-villa.org



Touhy Avenue Water Main Replacement
Niles, IL
(Ciorba Group) Ongoing

Critical Experience: Construction and cost estimating; urban pipeline design; directional drilling design and construction experience

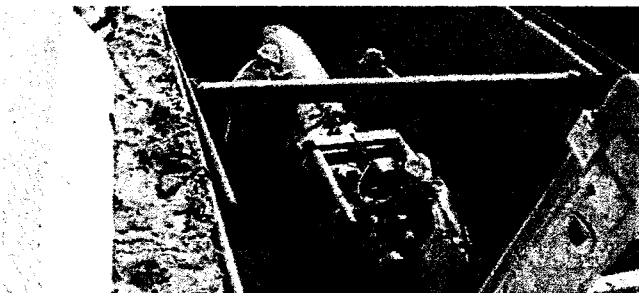
Ciorba Group provided construction engineering services for the replacement of 2,700 feet of 12-inch water main along Touhy Avenue. The water main was installed in a very tight, urban environment using both open cut and directional drill installation methods. Provided construction observation, design revisions, coordination with the public, monitoring traffic control, preparation of change orders and pay estimates, and project closeout. The construction cost of the project was \$1.2M. This project will be completed under budget and schedule controlled by the Contractor. **Client Contact:** Mr. Tom Powers, PE, CFM, LEED AP; Village Engineer, 847.588.7900, tjp@vniles.com



Olympia Fields Country Club Water Main Replacement
Village of Olympia Fields, IL
(Robinson Engineering) 2012

Critical Experience: Water system modeling experience; jacking, tunneling, boring design and construction; transmission design

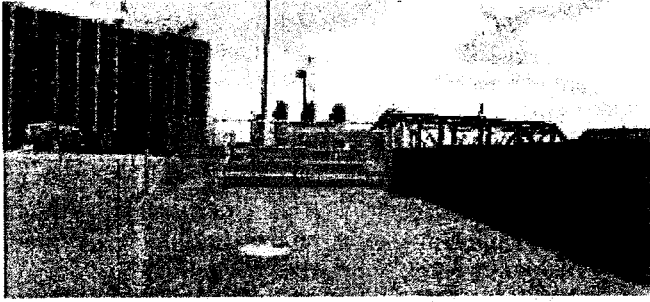
Robinson Engineering, Ltd. (REL) in partnership with the Village of Olympia Fields and the Olympia Fields Country Club (OFCC) designed the replacement and extension of 6,000 feet (1.14 miles) of 12-inch water supply main, at a construction cost of \$1.1M. This connected OFCC with the Olympia Fields system, supplying OFCC with Lake Michigan water and providing Olympia Fields with an additional customer. A water distribution system analysis and hydraulic model were completed, showing the Village's system could adequately supply water and fire flow to the OFCC. Robinson also performed design engineering and construction observation for the proposed water main. This project utilized directional drilling for water main casing to cross two sets of railroad tracks. They also coordinated with multiple permitting agencies, including IEPA, IDOT, IHPA, Cook County, METRA, and CH Railroad. **Client Contact:** James Landini, Director of Public Works, 708-503-8200, jlandini@olympia-fields.com



DuPage Water Commission Emergency Interconnect Water Main
Schaumburg, IL
(Strand Associates) 2001

Critical Experience: Municipal facility design and permitting; transmission design; urban pipeline design

Strand performed the planning, design, and construction services for the installation of 2 miles of 24-inch ductile iron water main connecting the Schaumburg distribution system to a DuPage Water Commission standpipe. The pipeline was installed via open cut, including 4,200 feet parallel to Metra Railroad tracks, and jack and bore. The project required extensive permit management, with permits required from IEPA, IDOT, US Army Corps of Engineers, Cook County Department of Highway, Metra Metropolitan Railroad, DuPage County, Schaumburg Park District, Schaumburg Regional Airport, and the Villages of Schaumburg and Roselle. This project was delivered on time and within budget. It also won the APWA-Chicago Metro and Suburban Branch Project of the Year Award. **Client Contact:** Tim Molitor, Water Department Foreman, 847.923.6612, tmolitor@ci.schaumburg.il.us



Flood Wall Water Transmission Main

City of Cedar Rapids, IA
(Stanley Consultants) 2015

Critical Experience: Transmission design; large (>20-inch) water main; life cycle cost analysis

The City required the relocation and replacement of 3,000 feet of their primary 36-inch water transmission main which was located on private property adjacent to the Cedar River. To address numerous siting challenges, Stanley identified and evaluated alternative routes and then designed a new, protected transmission main on the river side of the flood wall. This novel solution minimized construction impacts, reduced capital costs, and simplified long-term maintenance. This project is awaiting construction.

Client Contact: *Kenneth Russell, P.E., L.S., City Design Manager, Phone: 319.286.5926, k.russell@cedar-rapids.org*

Current Projects

The following table shows the current projects underway at the local office of each firm within the team. The projects are listed with a percent complete progress marker.

Project	Firm	Percent Complete
MGNWC Detailed Water Supply Corridor and Route Study	Stanley Consultants	80%
New Orleans Water Pumping Improvements	Stanley Consultants	85%
BASF Water Treatment Plant Review	Stanley Consultants	50%
Baxter Wastewater/Water Improvements	Stanley Consultants	40%
North Park Public Water District Booster Pump Replacement	Stanley Consultants	50%
Rock Falls Screw Pump Repairs	Stanley Consultants	50%
CLCJAWA Water Extension	Applied Technologies, Inc.	50%
Lake Villa Sanitary Sewer Study	Applied Technologies, Inc.	25%
Lake Villa Altitude Valve	Applied Technologies, Inc.	90%
LCPWD Des Plaines WRF Improvements	Applied Technologies, Inc.	75%
LCPWD Well Abandonment	Applied Technologies, Inc.	75%
Roselle Water Main	Robinson Engineering	90%
Tower Lakes Water Main Replacement and Iron Removal	Robinson Engineering	85%
South Suburban Water Study	Robinson Engineering	10%
St. Colette & Berdnick Water Main – Rolling Meadows	Ciorba Group	50%
Louis & Huntington Lift Stations – Mount Prospect	Ciorba Group	20%
Ravine Drive Water Main – Highland Park	Ciorba Group	95%
Bode / Toys Lift Stations – Schaumburg	Ciorba Group	75%
Golfview Lift Station – Buffalo Grove	Ciorba Group	50%
Forest Avenue Bridge Water Main – Highland Park	Ciorba Group	5%
Touhy Avenue Water Main Replacement – Niles	Ciorba Group	95%
MGNWC Detailed Water Supply Corridor and Route Study	Strand	80%
Romeoville Water System Master Plan	Strand	90%
Gurnee Rollins Road Water Tower and Booster Station	Strand	35%
Illinois American Water Arbury Water Treatment Plant	Strand	95%
Village of Niles Reservoir Rehabilitation Project	Strand	40%

2.c.i. LOCAL KNOWLEDGE & EXPERIENCE

Project Experience with Local Area, Geography, and Facilities

Stanley Team members have extensive experience in the Chicago area, specifically within the Villages of Morton Grove and Niles. Stanley Consultants has assisted the Villages since 2015 in the development a successful path to replacing the Chicago water supply with a supply from the City of Evanston. The majority of the Stanley Team has been involved for the past 6 months with the predecessor of this project, the Detailed Water Supply Corridor and Route Study. Additional specific experience within Morton Grove and Niles includes:

MORTON GROVE

Stanley Team members from Ciorba Group provided design and construction management services to Morton Grove for complex river and utility crossings with large diameter water mains (>12-inches). Following are highlights of the experience and lessons we have gained while working in Morton Grove:

- **Village Coordination** – Stanley Team members coordinate with the Village annually on Capital Projects including distribution water main, storm sewer, sanitary sewer, and roadway rehabilitation. This experience has provided our team with a strong understanding of the requirements for removal and replacement of Village utilities in conflict with the water mains, as well as restoration requirements.
- **River Crossing** – Stanley Team members were involved in the design and construction management of the Village's 12- and 20-inch south pressure zone transmission mains. This project required an Army Corps of Engineers permit through the Chicago District, under Regional Permit 8. Our previously approved details of a trenchless installation will allow us efficient acquisition of this permit.
- **MWRDGC Coordination** – Stanley Team members were recently involved in the design and MWRDGC permitting for a project that connects to the 90-inch interceptor sewer located under Austin Avenue. Our history of coordination with MWRDGC Engineering, Permitting, and Operations personnel near the water main crossings will provide District approval efficiencies.
- **Metra Coordination** – Our team has been involved with the design and construction management of utility projects both crossing and being constructed within the Metra right-of-way in the Village. One project included the bore and jacking of a Village 12-inch transmission main under the right-of-way and coordination for installation of a storm sewer on Metra property. Our Project Team is familiar with the Village's Metra contacts and the Metra requirements for crossing agreement approvals.

NILES

Stanley Team members from Ciorba group also have recent

experience on the Touhy Avenue water main replacement project, which included construction management in IDOT right-of-way on Touhy Avenue. Our team will consider the following lessons learned:

- **Lane Closure Restrictions** – Daily lane closures were only allowed by IDOT between 9 a.m. and 3 p.m. Due to the fully developed right-of-way, lane closures were required to stage material and excavate the trench even when the final 20-inch water main alignment was behind the back of curb.
- **Existing Utilities** – The majority of existing utilities in Niles are found behind the back of curb when in IDOT right-of-way, creating several challenges: space and trench conditions, adequate protection for new trenches adjacent to existing Niles infrastructure; and additional coordination with Wide Open West regarding new fiber optic cable that was recently installed behind the back of curb.
- **Optimizing Final Design Alignment for Faster Construction** – Our team has the experience to gain IDOT approval of new utilities constructed under pavement. This results in faster installation of the pipe as it separates the new construction from the very congested right-of-way behind the back of curb. It also requires the setup of longer term lane closures that provide the contractor more room to work and eliminates the 6-hour window restriction for daily lane closure work. The project team has been involved in the design and construction management of this type of construction in IDOT right-of-way in both Niles and Morton Grove.

Stanley Team members from Strand Associates also have specific recent experience in Niles:

- **Water System Master Plan**- Our team has modeled the Niles water system. We are aware of the system issues and have determined approaches to address those issues. For instance, the southeast portion of the Village is highly industrial and has several critical customers. Our understanding of the issues will help use this project to assist in the increasing of fire fighting flows to this area and keep those important customers served, even after the removal of the existing 20-inch main at the North Branch of the Chicago River crossing for its repurposing as part of the Main Station feed line.
- **Main Station Reservoir Rehabilitation Project**- Our team is currently finalizing inspection reports and starting preparation of plans for the rehabilitation of the 10,200,000 gallon reservoir. Our understanding of the Village's operation of the Main Station and our involvement with the MGNWC Study has provided Niles with the benefit of making recommendations and improvement designs that prepare for the alternative configuration and feed locations associated with the supplier change.

2.c.i. Local Area Experience (continued)

Collectively, the Stanley Team has extensive experience serving the counties and municipalities in the Chicagoland area. Our knowledge and experience has been gained over decades of repeat business and in varying roles and varied levels of responsibility. Our team appreciates the opportunity to assist the local communities with their water and wastewater projects. Several members of our team have long-term, direct experience working as municipal engineers. This provides our clients with value and gives us an appreciation for the practices necessary for project approval and acceptance. Over the last 5 years, our team has served the following agencies in the Greater Chicago area:

- Alsip
- Aroma Park
- Ashkum
- Batavia
- Berkeley
- Blue Island
- Bonfield
- Bourbonnais
- Bridgeview
- Burnham
- Calumet City
- Calumet Park
- Calumet Township
- Channahon
- Chicago DOT
- Chicago Heights
- City of Aurora
- City of Chicago
- City of Cook County Hwy Dept.
- City of Crest Hill
- City of Crystal Lake
- City of Elmhurst
- City of Highland Park
- City of Lake Forest
- City of Lockport
- City of North Chicago
- City of Rock Falls
- City of Waukegan
- City of Wheaton
- City of Wood Dale
- City of Woodstock
- CLC JAWA
- Clifton
- Coal City
- Country Club Hills
- Crescent City
- Danforth
- Dixmoor
- Dolton
- Dolton Park District
- Donovan
- East Hazel Crest
- Elgin
- Elwood
- Ford Heights
- Gilman
- Glenwood
- Hainesville
- Harvey
- Hazel Crest
- Hickory Hills
- Homer Glen
- Homer Township
- IDOT
- Island Lake
- Joliet
- Kankakee
- Kankakee County
- Kimberly Heights SD
- Lake County
- Lakemoor
- Lansing
- Lombard
- Lynwood
- Manhattan
- Manteno
- Markham
- Matteson
- McHenry County
- Merrionette Park
- Midlothian
- Minooka
- Momence
- Monee
- MWRD
- North Barrington
- North Park PWD
- Olympia Fields
- Orland Township Hwy Dept.
- Oswego
- Palos Park
- Peotone
- Phoenix
- Plano
- Posen
- River Valley Metro
- Robbins
- City of Rolling Meadows
- Sauk Village
- South Holland
- South Lyons SD
- South Palos Township SD
- Spring Grove
- St. Anne
- Sun River Terrace
- Thornton
- Tinley Park
- Tower Lakes
- Union Hill
- University Park
- Village of Addison
- Village of Algonquin
- Village of Antioch
- Village of Arlington Hght
- Village of Bartlett
- Village of Bensenville
- Village of Brookfield
- Village of Buffalo Grove
- Village of Carol Stream
- Village of Cary
- Village of Clarendon Hills
- Village of Deerfield
- Village of Downers Gr.
- Village of Fox Lake
- Village of Frankfort
- Village of Glen Ellyn
- Village of Glencoe
- Village of Glenview
- Village of Gurnee
- Village of Hebron
- Village of Hoffman Est.
- Village of Itasca
- Village of Kenilworth
- Village of Lake Bluff
- Village of Lake Villa
- Village of Lake Zurich
- Village of Libertyville
- Village of Lindenhurst
- Village of Lisle
- Village of Long Grove
- Village of Mettawa
- Village of Mokena
- Village of Morton Grove
- Village of Mount Prosp.
- Village of Mundelein
- Village of New Lenox
- Village of Niles
- Village of Northbrook
- Village of Oak Park
- Village of Orland Park
- Village of Palatine
- Village of Rolling Mead.
- Village of Romeoville
- Village of Roselle
- Village of Schaumburg
- Village of Streamwood
- Village of Villa Park
- Village of Volo
- Village of Wauconda
- Village of Westchester
- Village of Wheeling
- Village of Wilmette
- Village of Winnetka
- Watseka
- Will County Forest PD
- Will County Hwy Dept.
- Wilmington
- Wonder Lake

2.c.ii. Local Agency Experience

Successful infrastructure projects are often those that involve regulatory agencies right from the start. The Stanley Team's local experience has allowed us to develop excellent working relationships with the permitting agencies anticipated for this project. The Stanley Team knows the individuals within these organizations and can work with them to expedite the review and approval process.

Our knowledge of these agencies, along with the forward thinking and organizational skills, will be key to the success of the Morton Grove/Niles water transmission project. The table below illustrates the agencies with whom we have worked.

Firm	Project/Facilities	Location	IDOT	Cook County	USACE	IDNR	IEPA	IHPA	MWRDGC	CTA	Forest Preserve	Railroad	Kinder Morgan	Other Agencies
Water Storage and Pumping														
ATI	Lake Michigan Supply	Woodridge	X		X	X	X							
ATI	Lake Michigan Supply	Homer Glen	X		X	X	X							
ATI	Lake Michigan Supply	Bolingbrook	X		X	X	X							
ATI	Water Facilities Building	Lake Villa			X	X	X	X						
ATI	Lake Michigan Supply	Bolingbrook	X		X	X	X							
ATI	Sun Lake – Lake Michigan	Lake Villa			X	X	X	X						
ATI	CLCJAWA Extension	Lake County	X		X	X	X	X			X	X	X	
ATI	HWY 83 & 132 Design	Lake Villa	X				X	X						
ATI	Davey Road Design	Woodridge	X			X	X							
Strand	Pressure Zone S Improv.	Gurnee				X	X	X						X
Strand	Supply Conversion	Lindenhurst				X	X	X			X			
Pump Stations														
Stanley	Kenilworth Interconnect	Kenilworth	X			X	X	X	X					
Stanley	Westchester Pump Station Imp.	Westchester					X							
Strand	Bluff Street Booster Station	Joliet					X							X
Robinson	PS Improvements	Bridgeview					X							
Water Main Projects														
Stanley	MGNWC Corridor Study	MG - N	X		X	X	X	X	X	X	X	X	X	X
Stanley	Arbury Hills Water Main Replac.	Mokena	X	X			X							X
Ciorba	Caldwell Ave. Water Main	Morton Grove	X		X	X	X	X	X		X			
Ciorba	Metra Crossing Water Main	Morton Grove					X					X		
Ciorba	N. Station Feeder Relocation	Morton Grove	X			X	X	X						
Ciorba	Touhy Ave Water Main	Niles	X				X					X		
Ciorba	Harlem WM Consolidation	Glenview	X			X	X	X				X		
Strand	Supply Conversion	Lindenhurst	X		X	X	X	X			X		X	
Strand	Emergency Interconnect	Schaumburg	X	X			X				X	X		X
Strand	West Group Transmission	Lake County	X			X	X	X					X	
Robinson	Water Main Replacements	Midlothian	X											X
Robinson	Country Club Water Main	Olympia Fields	X	X			X					X		X
Robinson	Indiana Ave	South Holland	X				X					X		X
Robinson	Master Water Plan	Tinley Park		X			X							X
Robinson	Roosevelt Rd Water Main	Lombard	X				X							
Strand	Schaumburg Road Sliplining	Schaumburg					X							
Strand	Virginal Lang WMLining	ILAWC-Elmhurst					X							
Strand	Arbury/LaGrange WMLining	ILAWC-Morena	X				X							
Strand	Arbury WMLining	ILAWC-Morona					X							

2.d. LEAD ENGINEER AND OWNER LIAISON



LAWRENCE E. THOMAS, PE
Lead Engineer, Owner Liaison and Program manager
Principal Environmental Engineer with Stanley Consultants (Chicago, IL)

Larry will serve as the Stanley Team Program Manager based on his breadth of knowledge regarding the transmission, storage and pumping of water, his relationships with the Villages, and proven ability to manage a multi-consultant team effectively to produce quality results. Larry will be the primary point of contact for the Commission and will be responsible for maintaining the project momentum and progress towards completion.

License: Larry is a licensed professional engineer: # 062-038393-Illinois, since 1982. He is also a Board Certified Environmental Engineer #85-10018, since 1986.

His Career: Larry has professional experience in studies, design, and construction inspection and management of water supply, treatment, storage, and distribution facilities; wastewater collection and treatment facilities; program/project management, and client service. Larry is experienced in QA/QC standards and compliance and management of the complete design effort. He has served as a Village Engineer and is well aware of the communication requirements and concerns of boards and residents. He has led or participated in municipal, county, and regional water resource studies in the NE Illinois region, leading to strong working knowledge of municipal funding, budgeting, and grants. Larry is also a member, and the former Chair, of the American Water Works Standards Council.

Employment History: 39 years of experience: 4 with Stanley Consultants, and 35 with Baxter & Woodman

Education: MS in Environmental Engineering from the University of Illinois at Urbana-Champaign, 1976; and BS in Environmental Engineering from the University of Illinois at Urbana-Champaign, 1975.

Anticipated Level of Effort:

80% of his available hours during design; 25% of his available hours during permit review and bidding.

Project Experience

- **Water Supply Transmission Main Cost Estimate and Alternative Route Plan (the Villages of Morton Grove and Niles, IL 2016)**- Project manager responsible for preparation of the current corridor study for a transmission system needed to convey water from the City of Evanston across the Village of Skokie to the Villages of Morton Grove and Niles. Previously he prepared reports, made site investigations, developed unit costs for improvements, and prepared revised cost estimates for several water transmission main alternatives for this same project. Prepared a report summarizing the findings. Assisted community with water supply negotiations.
- **Flood Wall Water Transmission Main (Cedar Rapids, IA 2015)** - Project Engineer responsible for planning and designing a replacement 36-inch water transmission main.
- **Water Treatment Planning and Design (Iowa Fertilizer Company, Wever IA 2014)** - Project Engineer responsible for preparing the conceptual design, cost estimates, and specifications for a five mile, 30-inch transmission main, storage tank, and water supply facilities including wells, well houses, and a lime softening/filtration water treatment plant.
- **Lake Michigan Water Conversion Projects (The Village of Gurnee, IL – 1992)** - Project engineer and manager for comprehensive planning, design and construction of Lake Michigan water supply improvements including distribution system improvements, transmission mains, reservoir, and pumping stations.
- **Arbury Hills East Water Main (Illinois American Water Company, IL – 2016)** - Project Principal responsible for coordinating and assisting with the design of water distribution system improvements in an older residential subdivision in Will County, Illinois.
- **Lake Michigan Water Supply (Village of Libertyville, IL - 1992)** - Project Manager for the planning, design, and construction of Winchester Road water pumping station and reservoir.

2.e. TEAM PERSONNEL

PROJECT TEAM STRUCTURE

The challenge to deliver water to Morton Grove by December 2018 and to Niles soon thereafter is extraordinary. To meet this challenge, Stanley has assembled a team of water supply professionals including Stanley Consultants, Applied Technologies, Ciorba Group, Robinson Engineering, and Strand Associates to form an integrated matrix project structure. Most of this team was also on the preliminary engineering phase team for this project. In order to meet the accelerated project timeline, the team is broken into four "transmission mains design", and three "facilities design" teams to work in parallel. The "shared services" team enables these teams to function efficiently by providing technical and implementation-focused resources on an as-needed basis.

Larry Thomas leads the overall team as Program Manager and will focus on applying the right resources every day and keep information flowing to and from the Villages as necessary to make project decisions. The power of our team working in the creative integrated structure will provide the Villages with clear information to make the right overall project decisions during the study, and take necessary actions quickly.

We have identified four additional Key Personnel including the Project Manager (Kevin Lovell), Hydraulics Engineer – Lead Modeler (Justin Bilskemper), Transmission Mains Design Lead (Chris Ulm), and Facilities Design Lead (Tony Smurlo) who will maximize the effectiveness of the parallel team structure. The key personnel will be supported by the other named personnel and all companies on the team. We intend that all of the people named will actively participate in their intended roles. The following are short professional bios for the named team members. The project team structure is presented in Figure 1, on page 3.



PROJECT MANAGEMENT

KEVIN LOVELL, PMP

**Sr. Project Manager with Stanley Consultants
(Chicago, IL)**

Kevin works with project delivery teams using advanced project management techniques to synchronize team members, and subconsultants, while coordinating with stakeholders for the successful completion of infrastructure projects. He will manage the schedule and budget so that work is completed on time and within budget.

License: Project Management Professional, 473828.

His Career: Kevin has 33 years of professional experience and is certified as a Project Management Professional through the Professional Management Institute (PMI). Kevin gained his extensive project management experience through his work with the US Army Corps of Engineers performing project management, programing, and delivery of federal acquisition projects in four USACE Districts. Kevin maintains and cultivates relations across all disciplines and has done so on many of the most complex and challenging projects during his 21 years in the military. Kevin served the United States Army as a chief operating officer and was responsible for over 200 personnel and resources, as well as the funding resources of over \$30M. A sample project experience includes the following:

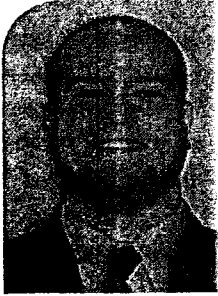
KEVIN'S EXPERIENCE:

- » Water Supply Infrastructure, Village of Morton Grove/Village of Niles, IL. Project Manager responsible for coordinating a five-company project team and tracking budget and scope delivery within schedule. Compiles and analyses data and makes recommendations to the project staff and sponsors.
- » Geotechnical Investigations and Topographical Surveys, Jaber Nasser Ramp, Ahmed Al Jaber AB, Kuwait. Program Manager responsible to coordinate subconsultants, US Air Force and US Army Corps of Engineers for transportation and water infrastructure survey and planning.
- » Military Construction Program, Fort Drum, NY. Assisted the Program Manager to lead a 100+ person team to deliver a 55-facility, \$2.0B design and construction program of utilities and facilities.
- » Wilderness Road Brigade/Battalion Campus and Aviation Campus Construction Program, Fort Carson, CO. Assisted the Program Manager to lead a 100+ person team to deliver a 75-facility, \$2.1B Design-Build construction program.

Employment History: 33 Years of Experience | 1 year with Stanley

Education: Bachelor of Science, Marquette University, Mechanical Engineering, 1995.

Anticipated Level of Effort: 40% of his available hours during design.



HYDRAULIC MODELING JUSTIN BILSKEMPER, PE

Project Engineer and Hydraulic Modeling Specialist with Strand Associates (Madison, WI)

Justin will serve as the lead modeling engineer. Over the past 10 years, Justin has worked on most

of Strand's water distribution modeling and system evaluation projects, including more than 30 full-scale studies and evaluations and dozens of smaller modeling projects. A representative sampling of Justin's recent computer modeling experience includes Skokie, Niles, Lindenhurst, Highland Park, Glencoe, and Romeoville, Illinois; Fond du Lac, Oak Creek, Waunakee, Monona, Stoughton, and Lake Mills, Wisconsin; Iowa City, Iowa; and Athens, Piqua, and the Earnhart Hill Regional Water and Sewer District, Ohio, to name a few. Justin has created numerous water system models from scratch using AutoCAD and GIS files and has updated existing models created for clients by other consultants. His experience includes steady state, extended period simulation, available fire flow, and water age modeling to evaluate distribution system hydraulics and improvements. Justin will be a valuable resource for the transmission main routing modeling.

Employment History: 11 Years of Experience, all with Strand Associates.

Education: BS in Civil Engineering from the University of Wisconsin-Platteville, 2006.

Project Experience:

- » **Oak Creek Connection Option, Waukesha Water Utility, WI (2012)** - Served as the water modeler for evaluation of capacity, pumping, and transmission main improvements necessary within the Oak Creek water system to serve Waukesha with Lake Michigan water. The study identified over \$100,000,000 of improvements necessary, including extensions of large diameter water mains.
- » **Waukesha Demand Modeling, Oak Creek Water Utility, WI (2016)** - Served as the water modeler for the re-evaluation of water system improvements necessary within Oak Creek to serve Waukesha as a water wholesale customer at three potential connection points. Modeled the effects of various transmission main sizes (36- through 48-inch diameter) on velocities, friction losses, and water treatment plant booster pump sizing.
- » **Ground Water to Surface Water Conversion, Village of Lindenhurst, IL (2015)** - Served as the water modeler to evaluate the extent of infrastructure improvements needed within Lindenhurst to receive and distribute lake water at the potential connection points. Investigated a matrix of hydraulic scenarios associated with three different water supply points with various design years and demand conditions. Generated system head curves to quantify the magnitude of pressure fluctuation.
- » **Skokie Water System Repurposing, MGNWC, IL (2017)** - Served as the water modeler to evaluate the feasibility of repurposing the Village of Skokie's water system to supply the Villages of Morton Grove and Niles. Used Skokie's existing water model to incorporate proposed infrastructure improvements and ran steady-state and extended period simulation scenarios to determine the hydraulic impact on Skokie's system.

Anticipated Level of Effort: 20% of his time during design.



KEY PERSONNEL



Design Team Coordinator; Transmission Mains Design lead; and Transmission Team #2

CHRIS J. ULM, PE

Senior Associate with Strand Associates (Joliet, IL)

Role/Bio: Chris has 20 years of experience and a comprehensive understanding and knowledge of the route which the main will use. His knowledge of the factors and stakeholders involved along the route and his experience in both managing and designing major water transmission mains, water supply systems, storage facilities, and pumping facilities will add great benefit and value to this project. Chris has been with Strand since 1996 and serves as a leader in the Joliet office. Chris has recently provided water system engineering services to the Village of Niles and assisted the Village of Morton Grove with the study of small system issues. Chris brings extensive experience with hydraulic analysis and major transmission main projects. He has served as project manager on major supply transmission mains ranging in size from 16- to 36-inches for the Villages of Schaumburg, Romeoville, Channahon, City of Joliet, Illinois, and Illinois and Indiana American Water. He has been a part of water distribution system modeling studies for Joliet, Schaumburg, Highland Park, Glencoe, Streamwood, Downers Grove, Channahon, Lockport, Crest Hill, Monee, Braidwood, Wilmington, and Romeoville, Illinois, as well as for private water companies such as American Water, Utilities, Inc., and Aqua America.

Employment History: 20 years of experience, all with Strand

Education: BS in Civil Eng. from Bradley University, Illinois, 1996.

Project Experience:

- » **Niles Water System Master Plan, Village of Niles, IL (2016)** - Led the team as project manager, and was responsible for preliminary and final deliverable documents and interaction with the Village.
- » **Water System Modeling and System-wide Study, Village of Streamwood, IL (2015)** - Led the team as project manager, and was responsible for preliminary and final deliverable documents and interaction with the Village.
- » **2012 Obsolete Water Main Replacement Project, Indiana American Water Company (2012)** - Project manager for major water main design project in Northwestern Indiana which added 30, 24, 12, and 8-inch water mains along major corridors in Portage, Merrillville, and Gary

Indiana.

- » **Joliet Water System Improvements, City of Joliet, IL (2008)** - Project manager of \$54 million water system improvement project which included multiple transmission mains, wells, water treatment plants, pumping stations, and storage tanks, as well as extensive modeling and studies.

Anticipated Level of Effort: 70% of his available hours during design.



Facilities Design Lead and Pumping Stations/ Facilities Connections

TONY SMURLO, PE

Senior Environmental Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Tony's career has primarily focused on municipal and industrial water and wastewater pumping and treatment facilities including planning, evaluation, design, and construction. His background includes pump and process equipment sizing, selection and layout; cost estimating; permitting and plan and specification preparation. Mr. Smurlo has a strong foundation of pump, chemical system, hydraulic analysis and construction administration experience. His keys to successful project execution include understanding the client's needs, communication, organization and responsiveness. He has experience coordinating multi-disciplined teams on projects with condensed schedules.

Employment History: 17 Years of Experience | 2 years with Stanley

Education: Bachelor of Science, University of Cincinnati, Civil Engineering, 1999.

Project Experience:

- » **Regional Water System Improvements, Village of Oak Lawn, IL** - As the Project Engineer, Mr. Smurlo led the development of the hydraulic analysis for the preliminary and detailed design of the finished water pumping station improvements that included the expansion of a 43-mgd station, a new 62-mgd station, and the associated reservoirs.
- » **Springwells Water Treatment Plant Replacement of High Lift and Low Lift Pumping Units Project, Detroit Water and Sewerage Department (DWSD), Detroit, MI** - Tony served as technical reviewer of this \$156M project during the design phase for quality control on the replacement of the high and low-lift pumping and motor units at the WTP. The eight low lift pumps have a capacity of 820-mgd and the sixteen high lift pumps have a capacity of 840-mgd.

- » **Project Engineer, Nottingham WWP Chemical/Rapid Mix Project, CWD, Cleveland OH-** As the Project Engineer, Mr. Smurlo assisted in construction administration during the rehabilitation of the chemical facilities and the construction of a new rapid mix facility at the CWD's 125-mgd Nottingham WWP. The project included chemical system improvements, which consisted of new hydrofluosilicic acid (for fluoride), phosphoric acid (as a corrosion inhibitor), alum/polymer (for coagulation), sodium hydroxide (for pH adjustment), powdered activated carbon and potassium permanganate (for taste and odor), alum/polymer (for backwash aid), and polymer (for filter aid). Final construction cost was \$20.5 million.
- » **Avon Lake Water Treatment Plant Improvements, ALMU, Avon Lake, OH -** As the Project Engineer, Mr. Smurlo assisted in the design services to implement plant improvements to increase the plant capacity from a 40 mgd rating to a 50 mgd rating and optimize plant performance. The recommended improvements included replacing two raw water pumps and four high service pumps. Mr. Smurlo sized and selected pumps and coordinated the electrical design to identify incoming power limitations for each option. Engineer's estimate was \$5.2 million.

Anticipated Level of Effort: 70% of his available hours during design.

FACILITIES TECHNICAL STAFF



Standpipe Team

ED SLATTERY, PE

Principal Environmental Engineer with Stanley Consultants (Des Moines, IA)

Role/Bio: Ed has led project engineering and management in all phases of civil and water resources projects (240+). His professional experience encompasses permitting, civil engineering, planning and feasibility studies; conceptual and technical development from final design through construction engineering management.

Ed's specific design, bidding and construction administration services on similar projects have included a project management or approver role on seven elevated water storage tanks, with project features up to 3.0 MG capacity, a concrete clear-well and over 100,000 feet of water main in urban settings up to 30 inches in diameter, booster pump stations, and elevated

tank demolition. Major field activities have included resident construction management assignment; water distribution system inventories; sewer, wastewater, and water system investigations; water resource investigations; and extended data collection for phytoplankton distribution investigations.

Employment History: 38 Years of Experience | 38 years with Stanley

Education: Master of Science, University of Iowa, Environmental Engineering, 1978; and Bachelor of Science, University of Iowa, Engineering, 1976.

Relevant Project Experience:

- » **3 Million Gallon Avery Ranch Elevated Reservoir; City of Austin; Austin, TX**—Project Manager led the development of the design and technical input during construction of a 3 MG composite elevated tank, inclusive of plans and specifications, and construction administration phase.
- » **88th Street Water Tower Evaluation; West Des Moines Water Works; Des Moines, IA**—Project Manager responsible for the investigation and assessment for the planning, design and construction of an elevated tank.
- » **Federal Elevated Water Storage Tank Design; City of Mason City; Mason City, IA**—Project Manager responsible for leading the design and construction of a 1.0 MG composite elevated water storage tank.

Anticipated Level of Effort: 20% of his available hours during design.

Transmission Mains Technical Staff



Transmission Design Team #1

PETER E. KOLB, PE

Vice President and Sr. Water Resources Engineer with Applied Technologies, Inc. (Chicago, IL)

Role/Bio: Peter has over 35 years of progressive engineering experience. His combined experience in public sector management and supervision in engineering, water supply, wastewater processes, and infrastructure refurbishment allows him to effectively manage multi-disciplined resources to complete large and complex water infrastructure projects. Peter served as Director of the Lake County Public Works Department (LCPWD) in Illinois for 12 years, where he supervised 96 full-time employees. He also managed all department facilities necessary to provide water and wastewater services to over 300,000 retail and

wholesale customers, including management of a \$110 million Capital Improvement Program.

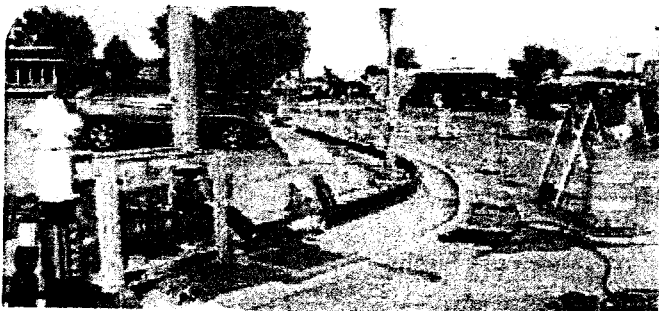
Employment History: 40 Years of Experience | 1 year with Applied Technologies, Inc.

Education: B.S., Civil Engineering, University of Illinois, 1977.

Relevant Project Experience:

- » **Improvements to the Des Plaines River Water Reclamation Facility (WRF), LCPWD (\$32.0 Million, 2017)** – Project manager for the planning, design, and construction coordination of new processes to incorporate enhanced biological nutrient removal facilities and bio-solids drying facilities to process bio-solids generated from the County’s three treatment plants.
- » **Water System Improvements Pekara Drive Reservoir, LCPWD (\$1.1 million, 1994)** - Project manager for the planning, design, and construction coordination of a new 1.0 MG reinforced concrete ground storage reservoir and pumping station to provide water storage for the County’s Pekara Water System in Buffalo Grove, IL.
- » **Mill Creek WRF Construction, LCPWD (\$11.5 million, 1996)** - Project manager for the planning, design, and construction coordination of the new regional 2.1 MGD wastewater treatment facility in Old Mill Creek, IL.
- » **Northeast Lake Interceptor Sewer Construction, LCPWD (\$13.5 million, 1996)** - Project manager for the planning, design, and construction coordination of 50,000 feet of new 24- to 48-inch regional sewer interceptor in Old Mill Creek, IL.
- » **Lake Michigan Water System Expansion, CLCJAWA (\$46.0 million, 2018)** – Project Manager for planning, design, and construction coordination to extend the CLCJAWA water distribution system consisting of 70,000 feet of 10-to 20-inch water transmission main.

Anticipated Level of Effort: 60% of his time during design.



**Transmission Team #3
LUKE MATTSON, PE**

Municipal Project Engineer (IL # 062-059493) with Ciorba Group (Chicago, IL)

Role/Bio: Luke served as the Project Engineer on the successful completion

of the Engineering Study for a new water supply source for Morton Grove and Niles (MGN). He is currently leading the corridor analyses and final routing of a 30-inch supply main and 20-inch delivery mains for areas west of I-94 in Niles and Morton Grove. Luke brings extensive experience with utility design in the Chicago-land area, having served as design engineer, project manager, or Village Engineer on projects for over 30 area municipalities including new water source supply projects in Melrose Park, Forest Park, New Lenox, and Mokena.

Employment History: 15 years experience, 4 with Ciorba.

Education: Bachelor of Science, Mechanical Engineering, University of Illinois; and Bachelor of Science, Physics, Augustana College.

Relevant Project Experience:

- » **Water Supply Corridor and Route Study, Villages of Niles and Morton Grove, IL**—West Corridor Team Leader for the study and selection of routing options for a new water supply pipeline from the City of Evanston to the Villages of Niles and Morton Grove. Ciorba’s role as West Corridor Manager included the identification and recommendation of water transmission route options west of the Edens Expressway in the Villages, as well as evaluate, identify and recommend options for the design, finance and construction of water transmission lines, and other related water delivery and receiving infrastructure.
- » **Caldwell Avenue 12-inch and 20-inch Water Main River Crossing Project, Village of Morton Grove, IL**—Project Engineer supervising the design to replace approximately 1,200 feet of parallel 12-inch and 20-inch water mains crossing through Cook County Forest Preserve District property and under the North Branch of the Chicago River.
- » **Harlem Avenue Water Main Consolidation, Village of Glenview, IL**—Project Engineer supervising the Phase I and Phase II design for 6,400 feet of new water main along Harlem Avenue. The new water main was designed to consolidate multiple smaller diameter water mains along Harlem Avenue and was constructed as part of a federally funded roadway rehabilitation project.

Anticipated Level of Effort: 60% of his available hours during design.



**Pipeline Lining Team Lead
ALBERT K. STEFAN, PE**

Water Resources Engineer/Sr. Project Manager with Robinson Engineer (Chicago, IL)

Role/Bio: Al Stefan is an experienced project manager with over 31 years of experience in civil engineering. He has served in many capacities throughout his career including Regional Manager, Municipal Engineer, Design Engineer, Village/City Engineer, and Field Engineer. As a project engineer, he has worked closely coordinating with government agencies, specifically IDOT, IEPA, Army Corps of Engineers, IDNR as well as county agencies in Cook, Lake, McHenry, DuPage, Kane and Will Counties.

Employment History: 33 Years of Experience | 2 with Robinson Engineering, 26 with Baxter & Woodman, 2 with Tornrose, Campbell & Assoc., 1 with Nakawate, Rutkowski, Wynn & Yi.

Education: Bachelor of Science, Civil Engineering, Valparaiso University, Valparaiso, Indiana.

Relevant Project Experience: Al Has served as Village Engineer with duties that include municipal project management, from capital improvement planning and implementation through construction. Typical projects include streets, storm sewers, stormwater management, private development oversight, sanitary sewer, water and wastewater treatment facility, ordinance revision, grant procurement and overall engineering assistance. A representation of his project experience, including water main-lining, water treatment plants, water pump stations, Supervisory Control and Data Acquisition (SCADA) systems, watermain designs, elevated tank and reservoir design, water master plans and models is as follows:

- » **Various Water Main Projects, Various Client Communities**—Al Stefan, PE, has designed and managed water distribution projects, including water mains, water main lining, water pump stations, elevated tank and reservoirs, and master planning and modeling. Water lines varied in size and cost from 6-inch to 24-inches and upward to \$10 million. He has performed this type of work for 30+ years.

Anticipated Level of Effort: 50% of his available hours during design.

PROJECT REVIEW TEAM



**Project Review and Quality Assurance/ Quality Control
LARRY J. LEISCHNER, PE**

Senior Water Resource Engineer with Stanley Consultants (Phoenix AZ)

Role/Bio: Larry adds value to the Project Review Team through his 32 years of experience with transmission main design, water storage and pumping station design, and life cycle cost analysis. Larry has managed over 30 alignment studies and pipe design projects ranging in size from 30- to 132-inches in diameter; and 60 pumping facilities ranging in size from 265 GPM to 118,048 GPM (170 MGD). Larry has similar experience with alignments studies where decisions are based on real estate priorities, agency and jurisdictional group impact, public impact, utility conflicts, operational/maintenance requirements, residential/ business impacts, geotechnical conditions, constructability, and cost. He has also designed water storage reservoirs and associated appurtenances up to 5 mg, with both welded steel and reinforced concrete construction, buried and above ground. He has also designed over 100 miles of pipelines including potable water transmission mains, force mains, storm drains, irrigation mains and sanitary sewers.

Employment History: 32 Years of Experience | 15 years with Stanley.

Education: Bachelor of Science, Arizona State University, Civil Engineering, 1984.

Relevant Project Experience:

- » **City of Phoenix Water Services Department 78-inch Lake Pleasant Pipeline, Phoenix, AZ** - Project Manager for the route analysis, final design, detailed design, and construction management services for 8-miles of steel water pipelines. This included 5-miles of 78-inch pipeline, as well as 1,800 foot tunnel where the line used the jack and bore technology.
- » **Iowa Fertilizer Initial Grading Package 1A and 1B; Orascom Construction Industries - OCI (UK) Ltd.; Weaver, IA**—Design Engineer responsible for hydraulic analysis and construction drawings for the effluent pump station. Pump station flows varied from 1000 gpm to 3750 gpm depending on multiple operating scenarios.
- » **Water Hammer Hazard Mitigation Project; Sewerage & Water Board of New Orleans, LA**—Technical manager responsible for coordination, hydraulic modeling, surge mitigation, preliminary design, final

design and bid services for a 320 MGD potable water booster pump station improvements at the Carrollton WTP.

Anticipated Level of Effort: 5% of his available hours during design.



Project Review and Quality Assurance/ Quality Control
MARK G. OLEINIK, PE, PH
Senior Associate with Strand Associates (Madison, WI)

Role/Bio: Mark will be an important resource for quality assurance and quality control during the design phase of this project. Mark has managed major water system redevelopment projects incorporating alternative evaluations for sources of supply, water treatment, pumping and distribution system modifications including three systems ranging in size from 12 mgd to 35 mgd. A total of 45 separate construction contracts were let to implement these three projects. Mark's 39 years of experience add tremendous value to the Project Review Team.

Mark adds tremendous value through his experience on hundreds of water system transmission main, hydraulic analyses, booster station, water storage, and water treatment projects in Illinois, Wisconsin, Ohio, Kentucky, Tennessee, Louisiana, Iowa, Indiana, and West Virginia.

Employment History: 39 years of experience, all with Strand Associates.

Education: M.S. Civil/Environmental Engineering, University of Wisconsin-Madison, 1978; and B.S. Civil/Environmental Engineering, University of Wisconsin-Madison, 1976.

Project Experience:

- » **Water Infrastructure Improvement Program (City of Rockford, IL - 2014)** - Served as Program Manager for \$27 million in water system redevelopment and water treatment projects. Was responsible for water system planning efforts, piloting, and implementation.
- » **Ground Water to Surface Water Conversion (Village of Lindenhurst, IL - 2015)** - Conducted quality control reviews throughout this \$17 million project which included water main improvements, water storage and pumping station.
- » **Water System Improvements (City of Fond du Lac, WI - 2009)** - Served as overall Project Manager and Quality Control engineer for \$26 million of

water main, water treatment facilities, and controls improvements incorporated using 6 construction contracts.

- » **Joliet Water System Improvements (City of Joliet, IL - 2008)** - Quality control review of \$54 million water system improvement project which included multiple transmission mains, wells, water treatment plants, pumping stations, and storage tanks, as well as extensive modeling and studies.

Anticipated Level of Effort: 5% of his available hours during design.



Project Review and Quality Assurance/ Quality Control
TONY WOLFF, PE, CFM

Water Resources Group Manager with Ciorba Group (Chicago, IL)

Role/Bio: Tony adds value to the Project Review Team through his 24 years of experience with Municipal, County, State, and Federal water resources projects. Tony served 10 years with the Lake County Stormwater Management Commission, including three years as Chief Engineer. With Ciorba Group, Tony oversees the Water Resources staff and manages projects related to the study and design of water supply systems, sanitary collection systems, and stormwater management facilities, including projects in the Village of Morton Grove on 12-inch and 20-inch mains. Having worked in the public and private sector, Tony has substantial experience in regulatory permitting and provides QA / QC through the lens of his peers at IDOT, USACE, IDNR, IEPA, and MWRD.

Employment History: 24 Years of Experience / 7 with Ciorba Group, 10 with Lake County Stormwater Management, and 7 with another firm.

Education: M.S. Environmental Engineering, Northwestern University, 1999. B.S. Civil Engineering, University of Illinois, 1992.

Project Experience:

- **Caldwell Avenue 12-inch and 20-inch Water Main River Crossing Project, Village of Morton Grove, IL**—Project Manager supervising the design to replace approximately 1,200 feet of parallel 12-inch and 20-inch water mains crossing through Cook County Forest Preserve District property and under the North Branch of the Chicago River.
- **Harlem Avenue Water Main Consolidation, Village of Glenview, IL**—Project Director supervising the Phase I and Phase II design for 6,400 feet of new water main along Harlem Avenue. The new water was designed to consolidate multiple smaller

diameter water mains along Harlem Avenue and was constructed as part of a federally funded roadway rehabilitation project.

- **Morton Grove Municipal Engineering Services, Village of Morton Grove, IL**—Since 1993, Ciorba Group has been providing assistance to the in-house Village Engineer. Services include development plan review, grant program research, engineering study, design, permit review, preparation of cost estimates, and construction management for municipal improvements. Tony Wolff serves as the Municipal Group Manager and acts as the first point of contact with water resource projects completed for the Village.

Anticipated Level of Effort: 5% of his available hours during design.



Project Review and Quality Assurance/ Quality Control JIM SMITH, PE

Sr. Municipal Engineer and President with Ciorba Group (Chicago, IL)

Role/Bio: Jim has 40 years of engineering experience designing roads, sewer and

water transmission systems, and water and wastewater treatment plants for municipal clients. Jim has exhibited the technical expertise and managerial skills necessary to review plans for quality, while delivering cost-effective, forward thinking infrastructure solutions. Jim is an active leader in the environmental industry, having served as President of the 1,500 member Central States Water Environment Federation and contributed to several Wisconsin DNR Technical Advisory Committees. He was a recipient of the Water Environment Federation's 2005 Arthur Sidney Bedell Award.

Employment History: 41 Years of Experience | 30 years with Applied Technologies

Education: M.S., Civil and Environmental Eng., Univ. of Wisconsin-Madison, 1978; and B.S., Civil and Environmental Eng., Univ. of Wisconsin-Madison, 1976.

Project Experience:

- » **CLCJAWA, Route Study, IL** — Quality control engineer for a route study for two expansion pipelines to extend service to four new municipal customers. The pipeline routes consisted of 70,000 feet of 10-to 20-inch water transmission main. The follow-up design included 35,000 feet of transmission main installed using open cut, horizontal direction drilling, and jack and bore methods.
- » **Water Distribution System Improvements, Village of Lake Villa, IL** — Project manager for the

preparation of a water distribution study and design of a 400,000 gallon water tower.

- » **Water Transmission Main Replacement, Village of Lake Villa, IL** — Project manager for the design of 3,800 feet of 12-inch main under Highway 132.
- » **Pump Stations, Village of Lake Villa, IL** - Project manager for the design of four pump stations, including 21,000 feet of gravity sewer and 14,000 feet of force main.

Anticipated Level of Effort: 5% of his available hours during design.

SHARED SERVICES TEAM AND TECHNICAL STAFF

The Shared Services Team members were hand-selected to provide Morton Grove and Niles with a highly skilled multi-disciplined team to successfully deliver this important infrastructure project. Our team members bring the technical support and engineering expertise needed for seamless completion of this project.



Shared Services Coordination LAWRENCE E. THOMAS, PE *Principal Environmental Engineer with Stanley Consultants (Chicago, IL)*

Larry adds value as an experienced project team manager and water supply specialist by managing the Shared

Services Team and Technical Staff. Larry coordinates the resources and activities required by the Water Infrastructure Design Teams. He coordinates the QA/QC team reviews and manages the production of all deliverables and construction bidding documents.

He will also be serving the shared services team in the two roles of (1) specification, funding, and regulatory compliance, and (2) project bidding.



Project Administration KATE STEPHENS, EIT

Engineer-In-Training/Environmental Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Kate has three years of professional experience. Her professional

experience includes design and construction management for pump stations, water main design, capacity operations and maintenance (CMOM) study, sanitary sewer evaluation study (SSES), and water supply and wastewater treatment study.

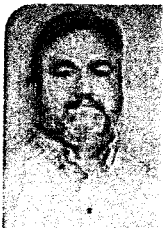
Employment History: 3 Years of Experience | 2 years with Stanley

Education: Master of Science, University of Illinois-Urbana-Champaign, Environmental Engineering, 2015; Bachelor of Science, University of Illinois-Urbana-Champaign, Civil and Environmental Eng., 2013.

Project Experience:

- » **Detailed Water Supply Corridor and Route Study, Villages of Morton Grove and Niles, IL** – Serving as project administrator for current project, as well as project engineer for pump station and water storage predesign.
- » **Andes Candies Wastewater Discharge Study, City of Delavan, WI**—Environmental Engineer responsible for comparative billing calculations and initial report draft.
- » **Main Wastewater Pumping Station/Water Reclamation Facility, City of Rock Falls, Rock Falls, IL**— Environmental Engineer responsible for construction management tasks (shop drawings management, payment request responses, RFI response organizing) and occasionally engineer-on-site during major construction events.
- » **Arbury Hills East Water Main, Illinois American Water Company, IL**—Environmental Engineer responsible for managing drawing draft comments and specification draft writing.

Anticipated Level of Effort: 70% of her available time during design, and 20% of her available time during project bidding.



Survey Lead
RANDELL GANN, PLS
Land Survey Department Manager with Robinson Engineering (Chicago, IL)

Role/Bio: Randell adds value to the Shared Services Team as a professional

land surveyor (PLS) in Illinois and Indiana. He has worked with teams in all phases of land surveying for public and private clients, including IDOT. His similar and relevant experience is in utility survey and easements includes water, sewer, drainage, irrigation lines, electrical junction boxes, light poles, and fiber. He manages control verification, design survey, quality control/assurance reviews, and construction survey staking on city, state, and federal aid surveys.

Randell is responsible for land surveying related to the

determination of land boundaries for large scale projects related to the installation of utility infrastructure consisting of several hundred parcels adjacent to both state and rural routes where right-of-ways were both existent and non-existent.

Employment History: 26 Years of Experience, all with Robinson Engineering.

Education: BS in Land Surveying, Purdue Univ., 1991.

Project Experience:

- » **Knottingham Subdivision Roadway Reconstruction & Watermain Replacement, Village of Downers Grove, IL**— Survey manager provided oversight and was responsible for all land surveying services related to the determination of existing land boundaries, plats of subdivision, determination of existing ROW and the creation of new ROWs or easements necessary for engineering and site improvements. The project also required coordination with ComEd, AT&T, NiCOR, and the local cable company.

Anticipated Level of Effort: 25% of his available time.



Geotechnical Lead
KENNETH K. RIPPY, PE
Principal Geotechnical Engineer with Robinson Engineering (Chicago, IL)

Role/Bio: Ken adds value to the Shared Services Team as a geotechnical engineering expert, particularly in the Chicagoland area. Ken prepares technical engineering reports related to geotechnical, environmental, and construction phase projects. He is also the principal reviewer of geotechnical engineering and assessment reports.

Employment History: 34 Years of Experience | 17 years with Robinson

Education: BS in Geotechnical Engineering from the University of Illinois at Urbana-Champaign, 1983.

Project Experience:

- » **Water Main Replacement, Village of Romeoville, IL** — Project Manager performed a subsurface investigation for the proposed water main replacement project planned for Montrose Drive, Nelson Avenue, and Arlington Drive, in Romeoville, Illinois. The field investigation for this work encompassed 6 soil borings extending to a depth of 15 feet below grade.

Anticipated Level of Effort: 15% of his available time.



Electrical Design
MAJID ZARGAR, PHD, PE

Principal Electrical Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Majid has 30 years of experience in electrical design, engineering and technical support for various public infrastructure projects requiring high, medium, and low voltage distribution systems; DC distribution systems; protective relaying; degraded voltage analysis; system dynamic study; diesel generator dynamic study; short circuit; load flow analysis; cable ampacity; and cable pulling. He is adept at originating and checking design documents including key diagrams, single lines, and schematic drawings. His engineering expertise includes preparation, validation, value engineering, and review of design modification packages for safety/non-safety related systems; providing comments and recommendations; providing proposals, schedules, cost estimates, and delivery; interfacing with other A/E firms; and supporting construction management services.

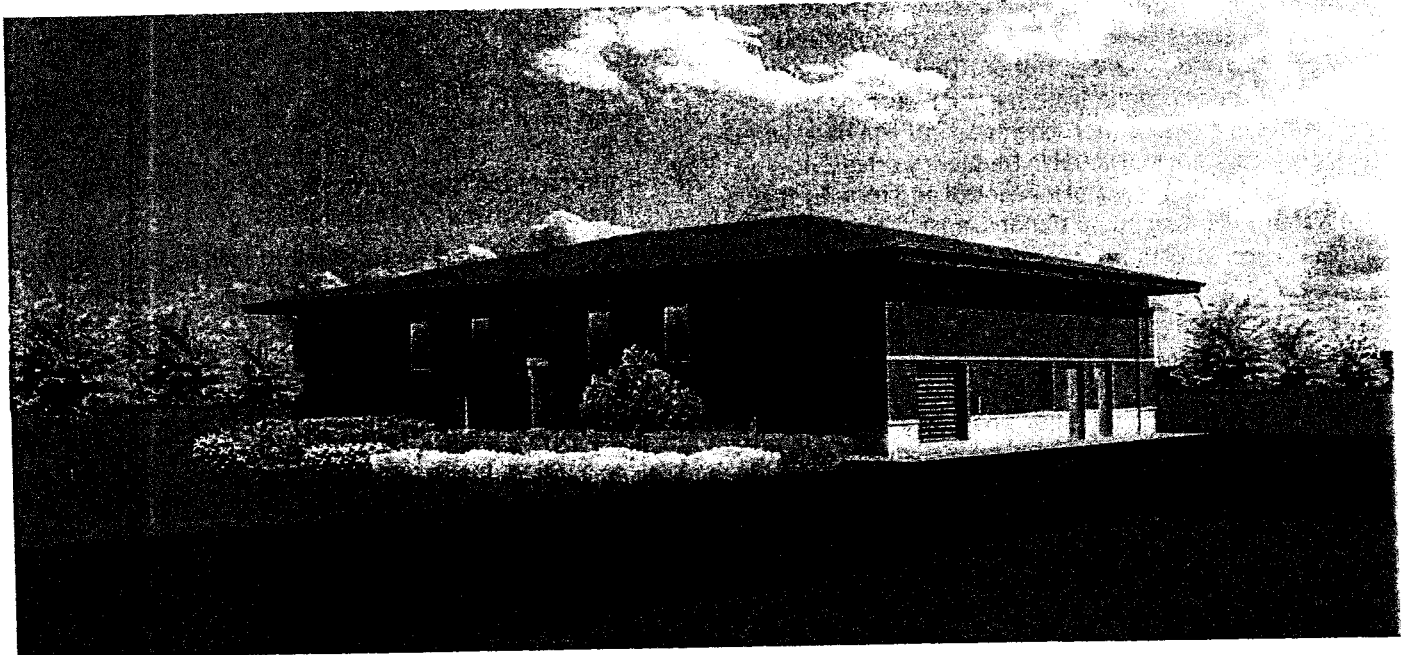
Employment History: 30 Years of Experience | 16 years with Stanley

Education: Doctor of Philosophy, University of Missouri-Columbia, Electrical Engineering, 1987; Master of Science, University of Missouri-Columbia, Electrical Engineering, 1983; and Bachelor of Science, University of Missouri-Columbia, Electrical Engineering, 1982.

Project Experience:

- » **Main Wastewater Pumping Station/Water Reclamation Facility, City of Rock Falls, Rock Falls, IL**—Lead Electrical Engineer responsible for providing load study, sizing equipment, design drawings, and technical specifications.
- » **Bartlett Pump Station Backup Generator Installation, Metropolitan Water Reclamation District of Greater Chicago, Bartlett, IL**—Project Manager responsible for uniform, reliable, and timely equipment performance. Attended client meetings to measure project progress, budget control, and electrical system design.
- » **Pump Station No. 26 Rehabilitation, Illinois Department of Transportation, District 1, IL**—Project Manager responsible for designing, budgeting, and scheduling. The design updated all station facilities and equipment to client standards and criteria with replacement of the existing vertical shaft mix flow pumping units with submersible flow tube pumping units. These improvements included explosive-proof equipment, separation of wet well atmosphere from control room atmosphere, automatic trash rack, mechanical and electrical power and lighting improvements.

Anticipated Level of Effort: 20% of his available time during design.





Instrumentation &
Controls
SCOTT WARREN, PE

Sr. Control Systems Engineer with Stanley Consultants (Muscatine, IA)

Role/Bio: Scott has 10 years of experience and has professional experience preparing detailed designs for instrumentation and control systems. His expertise consists of programmable logic software design and implementation, programming guide design, instrument selection, equipment data sheets, input/output listings, control system descriptions, specification development, P&ID design, cable schedules, termination drawings, and control panel design. Scott's experience includes design of instrumentation and control systems for pump stations, reservoirs, and other water and wastewater facilities.

Employment History: 10 Years of Experience | 9 years with Stanley

Education: Bachelor of Science, Northern Illinois University, Electrical Engineering, 2007; Associate of Applied Science, Indian Hills Community College, Robotics/Automation Systems, 1999.

Project Experience:

- » **Water Hammer Hazard Mitigation Project, Sewerage & Water Board of New Orleans, New Orleans, LA**—Lead Control Systems Engineer provided pump controls design for water hammer mitigating modifications to 170 MGD of existing pumping capacity in three stations at the plant site. Designed PLC control and local HMI monitoring, instrumentation for pump stations and elevated storage tanks, control system descriptions, and operating sequence description. Deliverables included P&IDs, specifications, instrument cost estimates, as well as detailed control schematics for the hard-wired control system and variable frequency drives. Interfaced with existing plant control and monitoring systems. Existing pump stations must remain in-service during construction.
- » **West Campus Energy Plant, University of Iowa, Iowa City, IA**—Lead Control Systems Engineer responsible for providing instrumentation and controls engineering design through schematic design, detailed design, and construction documentation phases for a new natural gas-fired energy plant. The plant included gas-fired package boiler, backpressure steam turbine, gas-fired reciprocating engine equipment, condensate pumping and storage, and makeup water treatment equipment.

Anticipated Level of Effort: 50% of his available time during design.



Architecture Design
**DEBASHIS SARKAR, AIA,
NCARB, LEED-AP BD&C**

Chief Architect with Stanley Consultants (Muscatine, IA)

Role/Bio: Debashis has professional architectural experience since 1981. He is an expert in the architectural practice and design of buildings affiliated with public infrastructure projects. Debashis will be responsible for preparing construction drawings and adhering to municipal standards and specifications for the design. His experience includes acting as the owner's engineer and architect, preparing and reviewing architectural construction documents, preparing safety plans, analyzing sites and environments, coordinating with clients, researching building codes, writing specifications, construction administration, and quality control and assurance.

Employment History: 15 years with Stanley Consultants | 20 with other firms.

Education: Master of Science, Morgan State University, Architecture, 1987; Bachelor of Science, Bangladesh University of Engineering and Tech, Architecture, 1981; NCARB Certified #43216.

Licensed: Architect 001-019961, IL.

Project Experience:

- **10th Street Pump Station Study; City of Fort Madison; Ft. Madison, IA**—Architectural reviewer responsible for reviewing the drawings and specifications for architectural section. Project consisted of conducting an assessment of the rehabilitation and upgrade needs of the 10th Street wastewater pump station which pumps sewage from one-third of the city. Confirmed pump sizes and hydraulics, assessed improvements, and provided cost estimates. Prepared the engineering report and summary, with costs, for use in the CDBG program application process and for approval by the Iowa Department of Natural Resources.
- **Pressure Zone D Pump Station; Jordan Valley Water Conservancy District; West Jordan, UT**—Architect responsible for preparing drawings and specifications for architectural section. As part of this pressure zone, Debashis designed the building facility to house the new Zone D pump station. The design included electrical, mechanical, and SCADA improvements, site civil layout and design, a backup generator, and security features. Stanley Consultants provided construction management services.
- **Yazoo Pump Station; U.S. Army COE, Vicksburg District; Vicksburg, MS**—Architectural design reviewer

responsible for reviewing drawings and specifications for architectural section. The pump station consists of 2 service bays, 12 pump bays, and a control room bay, along with esplanades and ancillary items. Stanley Consultants designed and detailed all architectural finishes sub structures, super structures, and esplanade, hydronic heating system for the service bays and pump bays, with enough excess capacity to heat the Control Room Bay.

Anticipated Level of Effort: 40% of his available time during design.



Structures Design
SCOTT ESHLEMAN, PE, SE

Principal Structural Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Scott has professional experience in structural engineering since 1988. He is responsible for advance planning studies;

project assessment studies; inspection and rehabilitation of existing structures; seismic analysis and retrofit design; and the design of steel, reinforced masonry, reinforced concrete, prestressed concrete, and post-tensioned concrete structures. His expertise includes concrete reservoirs, vaults, culverts, tunnels, pump stations, antenna towers, cantilever and tieback retaining walls, and highway sign structures and camera poles. He is involved in the Precast/Prestressed concrete Institute and has prepared plans, specifications, technical analysis for the design and rehabilitation of more than 96 public infrastructure projects.

License: Civil Engineering 062-048555; Structural Engineer, 081-05155; Certified Value Specialist 201006514.

Employment History: 28 Years of Experience | 15 years with Stanley

Education: Master of Science, Purdue University-West Lafayette, Civil Eng., 1988; Bachelor of Arts, Goshen College, Mathematics, 1985; Bachelor of Science, Purdue University-West Lafayette, Civil Eng., 1986.

Project Experience:

- » **Lockport Bulkhead and Gate Inspection, Howard W. Pence, IL-** Project manager responsible for analyzing the water spillway gate structures for stability during dewatering repair operations.
- » **Junction Chamber Stability, A Lamp Concrete Contractors-** Project manager for the analysis of underground chambers for stability during nearby excavation operations.

Anticipated Level of Effort: 10% of his available time.



Roadway Design
ROBB KOSS, PE

Sr. Transportation Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Rob is an expert transportation engineer, specifically in the design, engineering, and technical management of roadway reconstruction for utility improvement projects in Chicago. His professional experience includes transportation planning, project studies, detailed plan preparation, and construction on local highways, interchanges, and city streets. He has worked with infrastructure design teams to provide roadway geometrics and layouts, utility coordination, betterments and relocations, maintenance of traffic plans for construction, and detailed plan preparation.

Employment History: 38 Years of Experience | 27 years with Stanley

Education: Bachelor of Science, University of Illinois-Urbana-Champaign, Civil Engineering, 1978.

Project Experience:

- » **King's Crossing, Madonna Development, Plainfield, IL—**Project Manager responsible for managing all technical aspects of the project and the daily operation of the project team and subconsultants. Also responsible for establishing scope, planning, scheduling, staffing, and client communications.
- » **Sheridan Road Bridge Water Main Design, Village of Wilmette, Wilmette, IL—**Project Manager responsible for managing all technical aspects of the project and the daily operation of the project team and subconsultants. Also responsible for establishing scope, planning, scheduling, staffing, and client communications.
- » **South Villa Avenue Improvements, Village of Villa Park, Villa Park, IL—**Project Manager responsible for managing all technical aspects of the project and the daily operation of the project team and subconsultants. Also responsible for establishing scope, planning, scheduling, staffing, and client communications.

Anticipated Level of Effort: 10% of his available time.



Permitting
MICHAEL COLBY, EIT

Environmental Design Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Michael works with design teams using GIS and various 0, 1 and 2-D hydraulic and hydrologic models. He will be responsible for coordinating applicable permits and project funding applications with IEPA and WIFIA. He will work the design to prepare the preliminary water systems design that includes the collection of existing data, and utility coordination. His work has included technical designs, drawings, specifications, cost estimating, and permitting.

ble for coordinating applicable permits and project funding applications with IEPA and WIFIA. He will work the design to prepare the preliminary water systems design that includes the collection of existing data, and utility coordination. His work has included technical designs, drawings, specifications, cost estimating, and permitting.

Employment History: 2 Years of Experience | 2 years with Stanley Consultants.

Education: Bachelor of Science, Iowa State University, Civil Engineering, 2016.

Project Experience:

- » **Detailed Water supply Corridor and Route Study, Villages of Morton Grove and Niles, IL**—Environmental Engineer responsible for coordinating project funding applications with IEPA and WIFIA, assisting with analyzing various transmission main corridors, and compiling various reports.
- » **Water Pumping Improvements Project, Sewerage & Water Boardm, New Orleans, LA**—Environmental Engineer responsible for assisting in specifications review.

Anticipated Level of Effort: 70% of his available time during design.



HVAC & Mechanical Systems Design

MARK WAGNER, PE

Senior Mechanical Engineer with Stanley Consultants (Chicago, IL)

Role/Bio: Mark's responsibilities include study and design of building systems; energy conservation; and process systems for public water infrastructure systems and facilities. His experience includes planning, energy assessments, building systems and commissioning, distribution systems, emissions control equipment, electric power generation, cogeneration, and process piping. He will work with the design team to prepare bid specifications, drawings, and cost estimates. Mark has specialized training as Qualified Commissioning Process Provider, Energy Efficient Technologies for Building; and Cogeneration Technology.

Employment History: 26 Years of Experience | 12 years with Stanley Consultants.

Education: Bachelor of Science, University of Cincinnati, Mechanical Engineering, 1990; Professional Engineer, Project Management Professional; Qualified Commissioning Process Provider.

Project Experience: **Pump Station No. 26 Rehabilitation; Illinois Department of Transportation, District 1, IL** - Lead Mechanical Engineer responsible for reviewing drawings and specifications for the replacement of seven wet well pumps with a capacity of 10,000 GPM each and one sump pump with a capacity of 3,200 GPM. The project included the replacement of the existing 8-foot x 13-foot trash rack.

Anticipated Level of Effort: 15% of his available time.



GIS Lead

EDWARD K. RUDD GISP

GIS Department Manager with Robinson Engineering (Chicago, IL)

Role/Bio: Ed adds value to the Shared Services Team as the Team expert in Geographical Information Systems (GIS). Ed has managed over 100 GIS mapping projects and is responsible for all phases of GIS or mapping projects at Robinson Engineering. His experience in GIS infrastructure management includes municipal infrastructure including water, sewer, and stormwater features, pavement features, and signing, striping, and signals. He is also experienced with parcel, permits, and compliance management applications.

managed over 100 GIS mapping projects and is responsible for all phases of GIS or mapping projects at Robinson Engineering. His experience in GIS infrastructure management includes municipal infrastructure including water, sewer, and stormwater features, pavement features, and signing, striping, and signals. He is also experienced with parcel, permits, and compliance management applications.

Employment History: 29 Years of Experience | 29 years with Robinson.

Education: BS in Mechanical Engineering from Purdue University, 1997.

Project Experience:

- » **GIS-Based Water Network Management System, Village of Romeoville, IL**—GIS Manager, managed resources in providing the Village with a GIS-based solution for its water distribution system. Over 200 miles of water pipes and structures make up the network, which serves the residents of the Village. The objective was to accurately map the water system, increase responsiveness to service requests and minimize maintenance costs. A GIS-based asset management system enabled Village staff to manage water utility assets as well as track and respond to water main breaks in an efficient manner. Project components included mapping, asset management data, responding to water main breaks, and historical main break tracking.

Anticipated Level of Effort: 20% of his available time.

2.f. MAJOR SUB-CONSULTANTS

Stanley Consultants has teamed with four consulting firms that have the expertise needed to complete this project. Each firm has similar project experience listed in Section 2.b., beginning on page 4 of this submittal. Additionally, they have provided a certificate of insurance, as well as financial statements for the last three years, as required.



Applied Technologies
Engineers - Architects

Applied Technologies, Inc. (ATI) specializes in

water supply, treatment, transmission storage, and distribution; and wastewater collection and treatment. Their office providing service for this project is located at 468 Park Avenue, Lake Villa, IL 60046.

Applied Technologies (ATI) will assist in gaining local and IEPA project approvals. They will apply the lessons learned in the recently completed Central Lake County JAWA transmission main project.

ATI was founded in 1986 by three engineers leaving a large engineering firm. The three desired to create an environment that fostered relationships and allowed them to expand their expertise in water and waste management, renewable energy, and structural engineering. Their size and the skills of their people enable them to be responsive to the changing needs of clients.



CIORBA GROUP

Ciorba Group Inc. specializes in municipal engineering including water supply improvements. Their office

providing service for this project is located at 5507 North Cumberland Avenue, Chicago, IL 60656.

Ciorba Group will provide expertise in transmission main design and will assist in gaining project approvals at the local level and through IEPA. They will apply their local knowledge of the Morton Grove water system to make sure the proposed improvements integrate well with existing facilities.

Established in 1927, Ciorba Group, Inc. began as a firm specializing in municipal engineering for communities along Chicago's North Shore. They provide comprehensive engineering services for municipalities in water resources, water distribution, transportation, structural, and construction engineering throughout the six county Chicago Metro area. They have developed an exceptional understanding of government procedures and requirements.



Robinson
ENGINEERING

Robinson Engineering, Ltd. specializes in land survey and GIS, geotechnical services,

permitting, and municipal services including water and sewer. Their office for providing service for this project is located at 300 Park Boulevard, Suite 309, Itasca, IL 60143.

Robinson will provide survey services and produce base maps as well as geotechnical drilling services to support the design work and pipe lining design.

Established in 1937, Robinson has partnered with Illinois and Indiana municipalities for over 80 year, enabling Robinson to gain the expertise, experience and dedication required to provide complete municipal engineering services to communities. Robinson is the appointed municipal engineer for over 70 municipalities. Their services include GIS/mapping, land survey, planning, design and construction management for transportation, wastewater, water supply, and stormwater management. Robinson also provides geotechnical engineering.



STRAND
ASSOCIATES

Strand Associates, Inc. specializes in civil engineering; water supply, treatment, transmission

storage, and distribution; and wastewater collection and treatment. Their office for providing service for this project is located at 1170 So. Houbolt Rd, Joliet, IL 60431.

Strand Associates will provide expertise in transmission main design and will assist in gaining project approvals at the local level and through IEPA. They will apply their local knowledge of the Niles water system to make sure the proposed improvements integrate well with existing facilities.

Strand Associates, Inc. has been providing exceptional civil and environmental engineering services to their clients since 1946. They attribute their organizational strength to their talented engineers, effective management, and, most of all, commitment to nurturing long-term client relationships. Strand's areas of specialization include civil and municipal engineering; stormwater management; water supply engineering; wastewater treatment and conveyance engineering; transportation engineering; electrical and HVAC engineering; building/facility engineering, architecture, and sustainable design; GIS and mapping; land development; construction observation; and financial assistance services.

IEPA Drinking Water Revolving Loan and USEPA Minority Business Enterprises and Women’s Business Enterprises Fair Share Percentage Compliance.

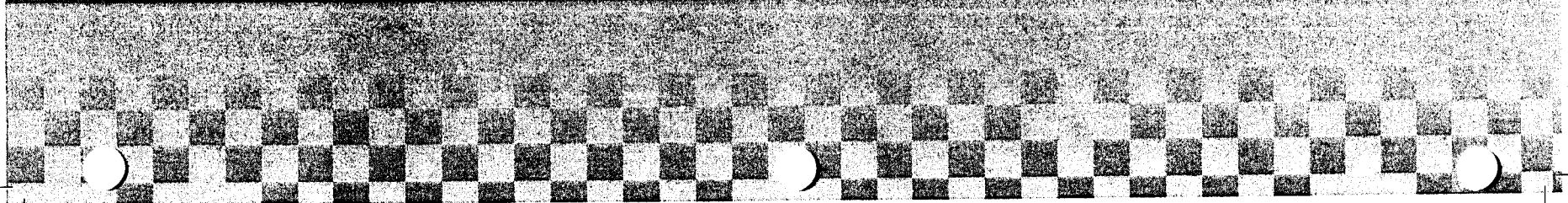
Stanley Consultants and its sub-consultants conform to the requirements of the IEPA Safe Drinking Water Revolving Loan Fund program and the USEPA Fair Share Percentage Compliance Guidance as those regulations apply to professional design services (Title 35; Section 662.630 and IL 532-2677).

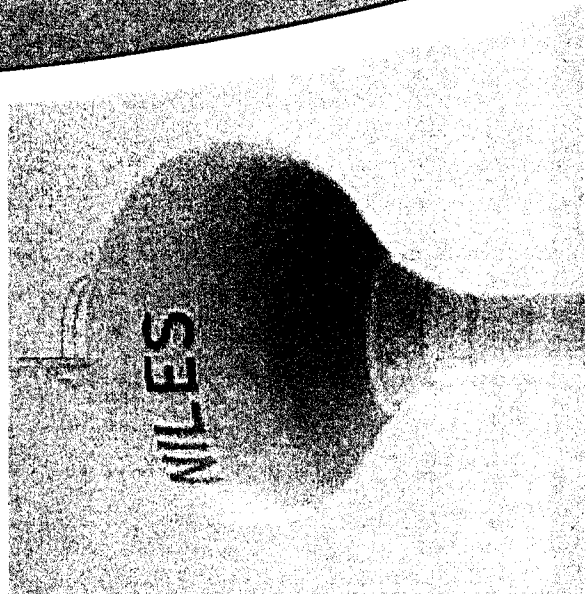
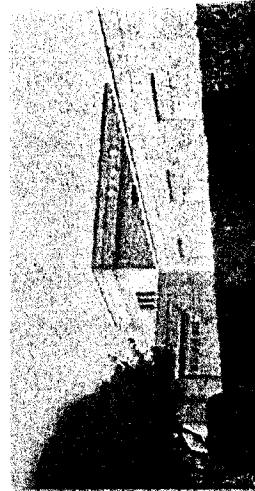
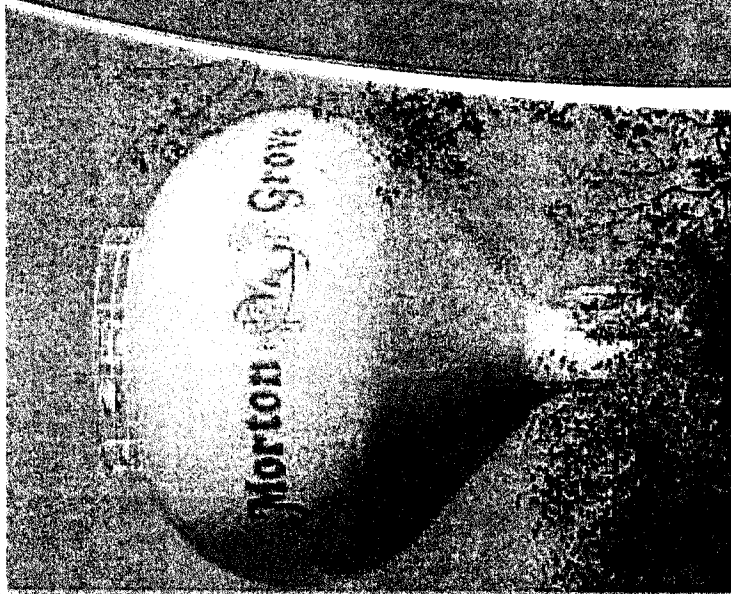
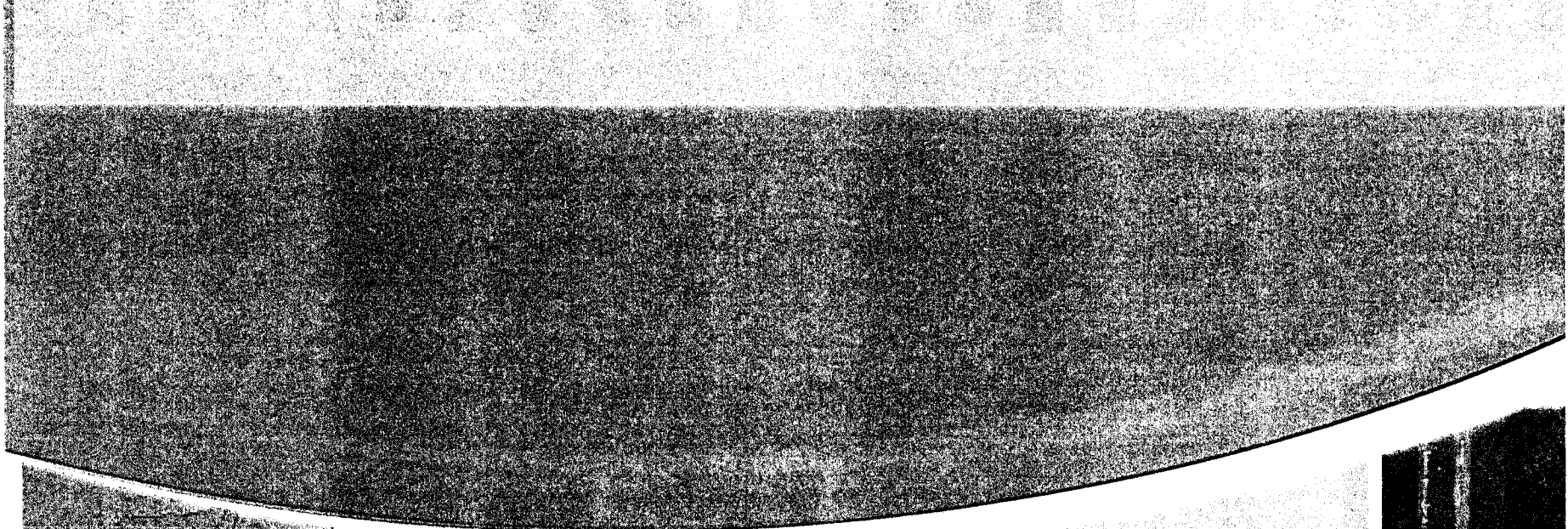
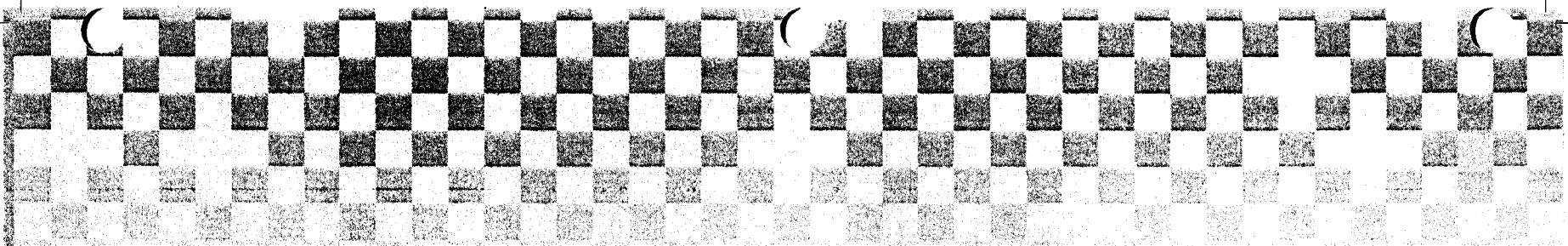
Professional Services

The Stanley Team is suited with the wide range of services necessary for successful completion of this project. The Stanley Team is qualified in the professional services illustrated in the following table. For specific project design and permitting experience, see Sections 2.b and 2.c.ii respectively.

Service Providers & Capabilities	SC	AI	CG	REL	SA
Modeling	X	X	X	X	X
Topographical Survey	X		X	X	X
Geotechnical	X			X	
Construction Documents	X	X	X	X	X
Problem Resolution	X	X	X	X	X
Client Communication	X	X	X	X	X
Transmission System Design	X	X	X	X	X
State and Federal Funding	X	X	X	X	X
Permits (County, State, Federal)	X	X	X	X	X
Permit Water Connect & Design	X	X	X	X	X
Utility Permits	X	X	X	X	X
Utility Conflict Coordination	X	X	X	X	X
Public Facility Design & Archit.	X	X		X	
Architectural Exhibits	X	X		X	
Zoning/Special Use Permits	X	X	X	X	X
Municipal Permits	X	X	X	X	X
Supply Logistics Coordination	X	X		X	X

Conflict of Interest Statement






Confidential - Internal Statement

3. DOCUMENTATION OF NO CONFLICT OF INTERESTS WITH THE VILLAGE OF NILES INTERESTS

Neither Stanley Consultants nor I, Larry Thomas, have: any financial or other interest in the outcome of any project/program I will be managing; any agreement, enforceable promise, or guarantee to provide any future work on any project I will be managing; associations or professional or business relationships with anyone who has a financial interest in the outcome of any of the projects/programs I will be managing; no one with a financial interest in the outcome of projects/programs I will be managing exercises any control over my employment, pay, bonuses, or any other area subject to external influence.

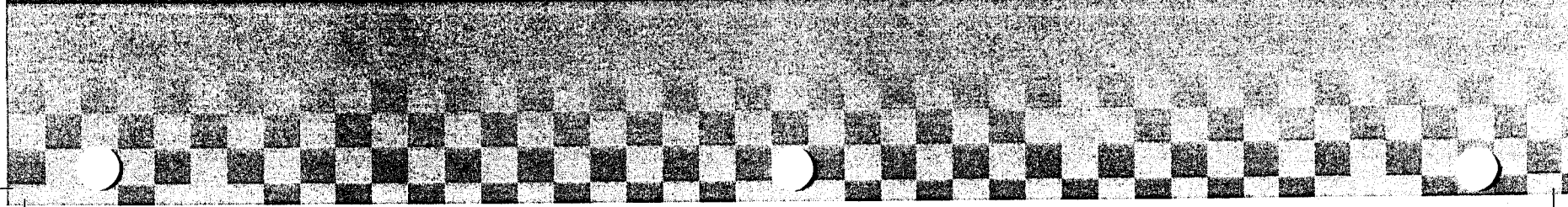
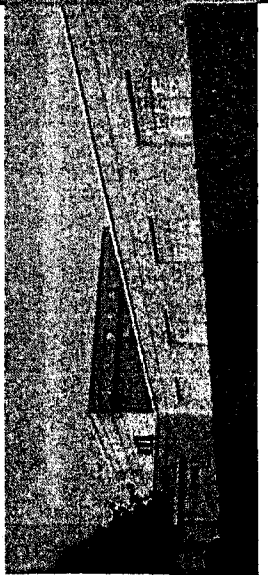
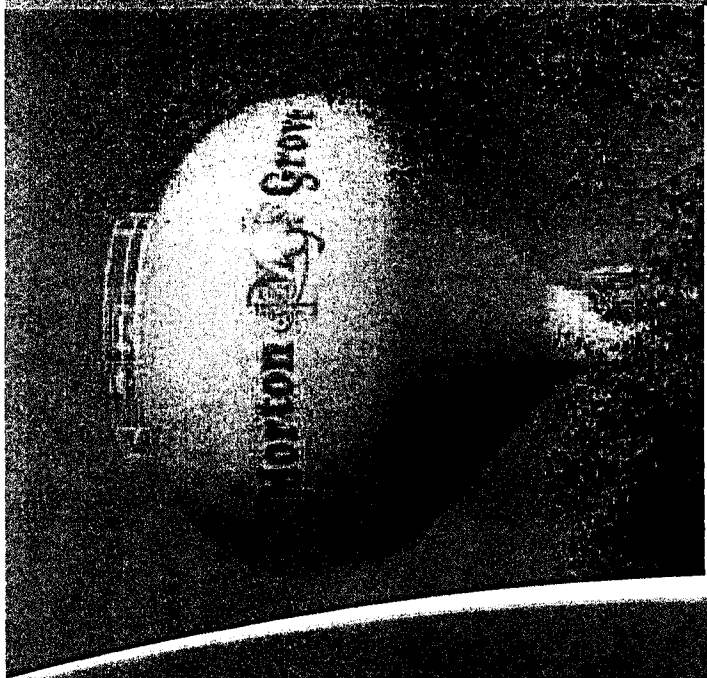
In the performance of my duties on this project, I will represent the Client, Village of Niles, in an equitable, ethical and unbiased manner; disclose potential conflicts of interest; document and work with the Client in cases of potential conflicts of interest; work out a course of action to alleviate such; work under the direction of the Client; maintain the confidentiality of related information to which I gain access as a result of this job or assignment, including documents, electronic documents, discussions, comments, or meetings that are sensitive or confidential in nature, even to my employer; refer others requesting information to the Client; disclose and discuss with the Client for this contract in the event there are any activities which could interfere with the ethical performance of my duties; not select consultants on behalf of the Client, but may assist in the contract negotiations with other consultants.

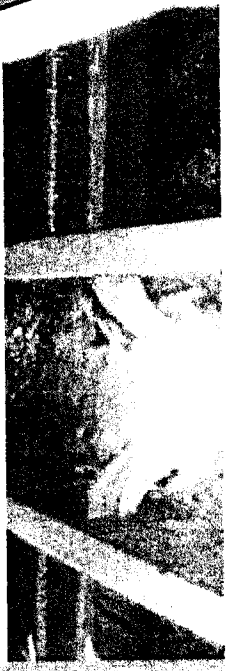
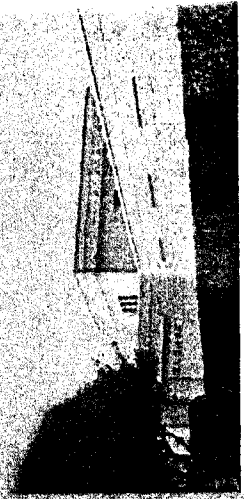
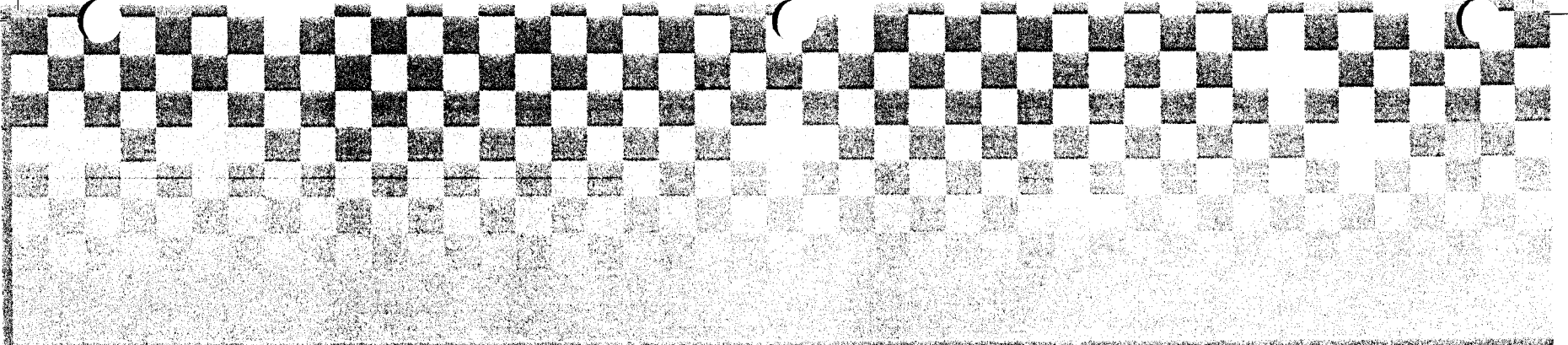
I will not access information unless required to do so for the performance of my assignment; inappropriately disclose any information gained; use my assignment to influence selection of other consultants; allow others access to Client systems granted to me as a consultant project manager/program manager.



Larry Thomas, Project Manager

May 12, 2017





4. RESPONSES TO VILLAGE OF NILES STANDARD QUESTIONNAIRE

1) Address and description of the Firm's place of business. If more than one place of business, list all places of business.

Response: Stanley Consultant's place of business in the Chicago, IL area, along with other places of business, are presented in Attachment A immediately following this section.

Our local office was established in 1953 and houses a staff of 60, made up of survey, civil engineering (water, wastewater, and transportation), environmental, mechanical, electrical, and chemical engineering, construction engineering management, and structural engineering professionals. Over the past five years we have averaged 55 employees. Our firm is financially stable, shown in our the Independent Auditors Report for FY2016 ending April 2, 2016 will be provided for your review upon request. You may contact our team at the following location:

Stanley Consultants, Inc.

Local Office Location: 8501 W Higgins Road, Suite 730, Chicago, IL 60631

Primary Contact: Larry Thomas, PE

Email: thomaslarry@stanleygroup.com

Direct: 773.714.2015 Main: 773.693.9624

Fax: 773.693.7690

Website: www.stanleyconsultants.com

Most services will be provided from this our Chicago office.

Our Other Office Locations: Anchorage, AK • Phoenix, AZ • Denver, CO • Bonita Springs, FL • Doral, FL • Sarasota, FL • Tampa, FL • West Palm Beach, FL • Naples, FL • Chicago, IL • Des Moines, IA • Iowa City, IA • Muscatine, IA • Baton Rouge, LA • New Orleans, LA • Minneapolis, MN • St. Louis, MO • Bismarck, ND • Las Vegas, NV • Austin, TX • Houston, TX • Salt Lake City, UT • Washington DC • Puerto Rico International: Guam • India • Jamaica • Kuwait • Libya • Micronesia • Qatar • Saudi Arabia • United Arab Emirates • Vietnam

2) The number of years engaged under the present firm name and the type of business entity. If a partnership, the date of the partnership's formation; if a corporation, the date of incorporation and the state where incorporated.

Response: The company has been incorporated under its present name since 1986. The company was founded in 1913 and has proudly served clients for 104 years from 21 offices nation-wide, as a C Corporation.

3) Similar projects completed within the public sector by the Firm.

Response: The following is a partial list of similar projects completed within the public sector.

1. Ames (IA), Water Distribution Study Update
2. Arizona-American Water Company (AZ), South Agua Fria Water Supply
3. Atlantic Municipal Utilities (IA), Water Distribution
4. Bondurant (IA), Water Distribution Study
5. Bondurant (IA), Water Distribution System Improvements
6. Crystal Lake (IL) Water Plant Engine Generator Replacement
7. Elk Grove Village (IL), Water Supply Connection
8. Galesburg (IL), Water Distribution Model Update
9. Galesburg (IL), Water Distribution System Analysis Study
10. Grinnell (IA), Comprehensive Water Distribution System Analysis
11. Jewell (IA), Water Distribution System Study
12. Jewell (IA), Water Treatment Plant Ammonia Removal Improvements
13. Lake County Public Works Department (IL), Pekara Subdivision Water Supply
14. Mason City (IA), Radium Removal from Water Supply and Distribution System Study Update
15. Mason City (IA), Water Distribution System Analysis
16. Mason City (IA), Water Distribution System Improvements
17. Metropolitan Water District of Salt Lake (UT), Point of the Mountain Raw Water Supply Facilities Project
18. Metropolitan Water Reclamation District of Greater Chicago (IL), Electrical Power Feed Equipment Upgrades
19. New Orleans (LA), Main Pumping Station Rehabilitation and Distribution System Water Hammer Mitigation Improvements
20. North & West Lake County (IL), Lake Michigan Water Planning Group Lake Michigan Water Supply Education Services
21. Ottumwa Water & Hydro (IA), Evaluation of Entire Water Distribution System

22. Ottumwa Water & Hydro (IA), Water Treatment Plant Lime Feed Facilities Replacement
23. Ottumwa Water & Hydro (IA), Water Supply Contract Assistance
24. Ottumwa Water & Hydro (IA), Water Distribution System Modeling
25. Palm Beach County Water Utilities (FL), Assessment Project- Water Distribution
26. Palm Beach County Water Utilities (FL), Hammock Lane Base Maps for Water Distribution System
27. Phoenix (AZ), Design Program Management Services for 78" Water Transmission Main
28. Phoenix (AZ), I-17 and Sweetwater Transmission Main Replacement
29. Phoenix (AZ), Lake Pleasant Water Transmission Main
30. Phoenix (AZ), Water Supply Treatment and Piping
31. Villa Park (IL), Water Distribution SCADA
32. Villa Park (IL), Water System Performance Audit
33. West Des Moines Water Works (IA), Water Distribution System Design
34. West Des Moines Water Works (IA), Water Distribution System Improvements
35. Wilmette (IL), 24-inch Diameter PCCP Water Transmission Main Repair Assistance
36. Wilmette (IL), Kenilworth Water System Interconnection

4) A list of contracts which resulted in lawsuits. List name and case number of each such lawsuit and status.

Response: As a major international engineering and architectural firm, Stanley Consultants, Inc., (Stanley) becomes involved from time-to-time with litigation involving its projects. None of these are significant to the company's ongoing business operations. In order to protect the privacy of claimants and other parties, it is our corporate policy not to release the names of litigants or details and case numbers of specific claims. This policy can be revisited if needed to result in contract award. You have requested information regarding claims. Claims which we are defining as lawsuits or demands for arbitration received from clients since January 1, 2010, are as follows:

- (International – Jamaica) In 2010, Stanley was named a defendant in a case involving a hotel whose fresh water supply was contaminated when construction allegedly broke a water main. Stanley was involved in construction administration on an adjacent road project; the damage was likely done by a contractor working on a separate water line project. The matter is still pending.
- (Utah) In 2011, Stanley entered into a subcontract with an architecture firm for work at a small airport to design portions of a hanger. The contractor ran over budget, suing the owner for extras. Stanley's portion of the work was minimal and it denied any liability. The matter has been resolved.
- (Illinois) In 2011, a Stanley employee was injured when struck by a car in a highway construction zone. He sued the contractor and owner, who brought Stanley into the case to try to dispose of our medical and workers compensation liens. The case has been settled.
- (Arizona) In 2011, Stanley (along with the County and various contractors) was sued by drivers injured during road construction. The cases were settled by the contractors.
- (Utah) In 2012, Stanley was in a dispute over unpaid invoices with a design builder on a power plant project. The dispute has been resolved.
- (Louisiana) In 2013, Stanley was named a third-party defendant in a case involving the construction of FEMA emergency housing. The case involves defining the flood level. Stanley has denied liability. The plaintiffs have dismissed the case.
- (Louisiana) In 2013, Stanley was named a third-party defendant in a case involving the construction of a school parking lot and related geotechnical work. Stanley has denied liability, and has been dismissed from the matter.
- (Alaska) In 2013, Stanley and the project owner of a gas power plant were sued by a contractor for construction cost overruns. The matter has been resolved.
- (Minnesota) In 2013, Stanley was sued by a design-builder for cost overruns on a highway project. A judgment was entered in Stanley's favor. This judgment has since been appealed which determined a partial remand back to the trial court.
- (Illinois) In 2014, Stanley was served with a claim for damage to trees allegedly caused by our work. The matter is settled as between Stanley and the plaintiff, though the case is on-going as between plaintiff and another defendant.
- (Hawaii) In 2014, Stanley was served with a claim related to cost over-runs. Stanley has counterclaimed for unpaid fees. This matter was settled during mediation.
- (Minnesota) In 2015, Stanley was named as a defendant by the estate of a worker who was injured on a construction site. This matter is still pending.
- (North Dakota) In 2016, Stanley was named as a defendant by a power cooperative wherein Stanley provided design work on a transmission line project that has experienced mechanical failures. Stanley has not yet answered but intends to deny liability on the grounds that faulty components were provided to a co-defendant builder by a co-defendant supplier.

5) A list of contracts defaulted, the reason for such default and, if resolved, the manner of resolution.

Response: None.

6) A statement by the Firm indicating whether the Firm has ever filed bankruptcy while performing work of like nature or magnitude.

Response: Stanley Consultants, in its 103 years in business, has never filed for bankruptcy.

7) A list of officers in the firm who, while in the employ of the firm or employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

Response: None to our knowledge.

8) Such additional information as will assist OWNER in determining whether the Proposer is adequately prepared to fulfill the contract, i.e., awards received, chair of trade organizations, etc..

Response: Stanley Consultants, Inc., an ENR top-100 company founded in 1913, has a long history of conservative financial planning and forecasting.

Also, In 2017, relevant awards include:

Disaster or Emergency Construction Repair - Less than \$5 Million Award

- » 2017 APWA Public Works Project of the Year, Arizona Chapter
Team Members: Larry J. Leischner

ISTHA Fox River Bridge Design Concept Report, Illinois State Toll Highway Authority, Downers Grove

- » 2017 National Recognition Award, American Council of Engineering Companies
- » Eminent Conceptor Award, American Council of Engineering Companies of Illinois
- » 2017 Honor Award, American Council of Engineering Companies of Illinois
Team Members: Rob Koss, Scott Eshleman, Majid Zargar, Mark Werner,

Also, our relationships with banking institutions span multiple decades, and we are well-positioned to perform future projects because of a healthy financial state and substantial untapped lines of credit. These factors, along with the rest of our proposal should help the Village of Niles determine that Stanley Consultants is adequately prepared to fulfill the contract.

COMMENTS ON PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

The following are comments regarding the terms and conditions included in the Request for Qualifications #17-04, page 10 (included on the next page).

1. Hold Harmless- We interpret this clause as indicative of a clause that may appear in a contract for the study. In order for an engineer's professional liability insurance coverage to be valid, the language needs to be tied to a "standard of care."
To address this need in a contract we propose use of the language from our current agreement.
2. Professional Liability Coverage for Services- We interpret this clause as indicative of a clause that may appear in a contract for the study. Please note that our professional liability insurance coverage is not able to include additional insureds.
To address this need in a contract we propose use of the language from our current agreement.

TERMS AND CONDITIONS

VILLAGE ORDINANCES

The firm will strictly comply with all ordinances of the Village of Niles and laws of the State of Illinois.

HOLD HARMLESS

The firm agrees to indemnify, save harmless and defend the Village of Niles, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the firm, in the event that sufficient funds to complete the contract are not appropriated by the Village of Niles. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the firm, in the event of default by the firm. Default is defined as failure of the firm to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms.

In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Agent may deem appropriate, services similar to those so terminated. The firm shall be liable for any excess costs for such similar services unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and the fault or negligence of the firm.

PROFESSIONAL LIABILITY COVERAGE FOR SERVICES

The delineated services provided by Contractor, under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering as reflected in the contract for this project at the time when and the place where the services are performed.

The Village requests Contractor's professional liability coverage for the Village and to all construction contractors, or subcontractors on the project and affected third parties arising from Contractor's alleged negligent acts, errors, or omissions, such that the total aggregate liability of Contractor to all those named shall be \$3,000,000.00.

FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposed price element of said proposal, or of that of any other proposer, or to secure any advantage against any other bidder or any person interested in the proposed contract.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

NON-DISCRIMINATION

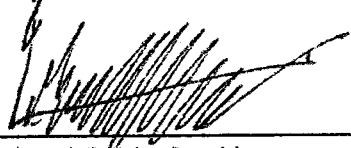
Further, the undersigned, by signing and submitting this Request For Proposal, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.



Tony Mardam, P.E., Vice President
Stanley Consultants, Inc.

Subscribed and sworn to me this

10th day of May 2017.

By: Terry A Clifford



TERRY A. CLIFFORD
Notary Public - Arizona
Maricopa County
Expires 05/31/2020

The above statements must be subscribed and sworn to before a notary public.



Stanley Consultants

DOMESTIC OFFICES

ARIZONA

1661 E. Camelback Road
Suite 400
Phoenix, Arizona 85016
P 602.333.2200
F 602.333.2333

COLORADO

8000 South Chester Street
Suite 500
Centennial, Colorado 80112
P 303.799.6806
F 303.799.8107

FLORIDA

20801 Biscayne Blvd.
Suite 403, Room 424
Aventura, Florida 33180
P 561.689.7444

4910 Lakewood Ranch Boulevard
Suite 130
Sarasota, Florida 34240
P 941.907.2071
F 941.907.2604

1641 Worthington Road
Suite 400
West Palm Beach, Florida 33409
P 561.689.7444
F 561.689.3003

GEORGIA

125 Townpark Drive
Suite 300
Kennesaw, Georgia 30144
P 770.261.8427
F 770.261.8428

HAWAII

500 Ala Moana Blvd
Tower 7, Suite 400
Honolulu, Hawaii 96813
P 808.600.2808
F 808.600.2809

IDAHO

408 South Eagle Road
Suite 209
Eagle, Idaho 83616
P 208.999.3700
F 208.999.3701

ILLINOIS

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P 773.693.9624
F 773.693.7690

IOWA

118 Third Avenue SE
Suite 630
Cedar Rapids, Iowa 52401
P 319.432.6910

Oakdale Research Park
2658 Crosspark Road
Suite 100
Coralville, Iowa 52241
P 319.626.3990
F 319.626.3993

100 Court Avenue
Suite 300
Des Moines, Iowa 50309
P 515.246.8585
F 515.246.8617

Stanley Building
225 Iowa Avenue
Muscatine, Iowa 52761
P 563.264.6600
F 563.264.6658

LOUISIANA

721 Government Street
Suite 302
Baton Rouge, Louisiana 70802
P 225.387.2422
F 225.387.2423

1515 Poydras Street
Suite 2370
New Orleans, Louisiana 70112
P 504.586.8066
F 225.387.2423

MINNESOTA

5775 Wayzata Boulevard
Suite 300
Minneapolis, Minnesota 55416
P 952.546.3669
F 952.546.4279

MISSOURI

100 Chesterfield Business Parkway
Suite 200
Chesterfield, Missouri 63005
P 314.740.9955

NEVADA

5820 S. Eastern Avenue
Suite 200
Las Vegas, Nevada 89119
P 702.369.9396
F 702.369.9793

TEXAS

6836 Austin Center Boulevard
Suite 350
Austin, Texas 78731
P 512.427.3600
F 512.427.3699

UTAH

383 West Vine Street
Suite 400
Murray, Utah 84123
P 801.293.8880
F 801.293.8886

PUERTO RICO

Stanley Consultants (Engineers), P.S.C.
Street #1, Lot 6, Suite 301
Metro Office Park
Guaynabo, Puerto Rico 00968
P 787.774.0290
F 787.774.0296



Stanley Consultants

INTERNATIONAL OFFICES

DOMINICAN REPUBLIC

Avenida Independencia, Esq.
Centro De Los Heroes, 4th Piso
Edificio CDEEE
Santo Domingo, Dominican Republic
P 849.633.7723

GUAM

Stanley Consultants, Inc.
Sunny Plaza, Suites #203 and #204
125 Tun Jesus Crisostomo Street
Tamuning, Guam 96913
P 671.646.3466

INDIA

Stanley Consultants India Private Ltd.
206 & 206A 2nd Floor
Rectangle 1, D-4 Saket District Centre
Saket, New Delhi 110017
P 91.112.956.5322

JAMAICA

Stanley Consultants, Inc.
Unit #27 Seymour Park
2 Seymour Avenue, Kingston 6
Jamaica
West Indies
P 876.622.7398
F 876.622.7411

KUWAIT

Stanley Consultants, Inc.
Kuwait International Airport
P.O. Box 3789
Safat 13038
Kuwait City, Kuwait
P 965.9.434.4506

QATAR

Stanley Consultants, Inc.
Office No. 6C
6th Floor, Al Kuwari Building
Building No. 21
Zone No.39, Street No.343
Al Sadd, Doha, Qatar
P 974.4.493.5625
F 974.4.421.3629

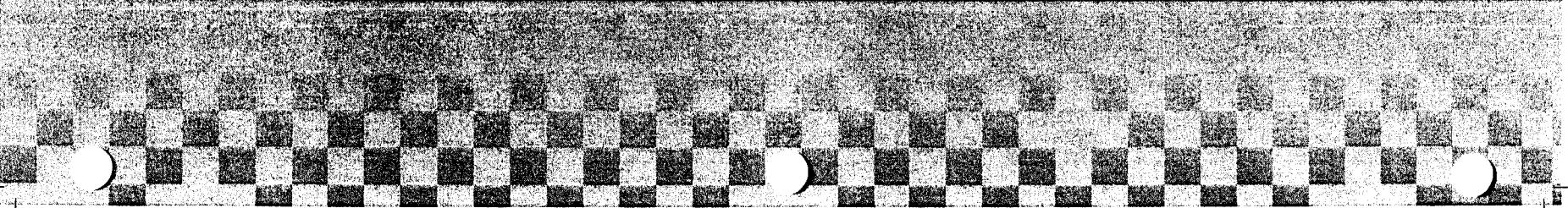
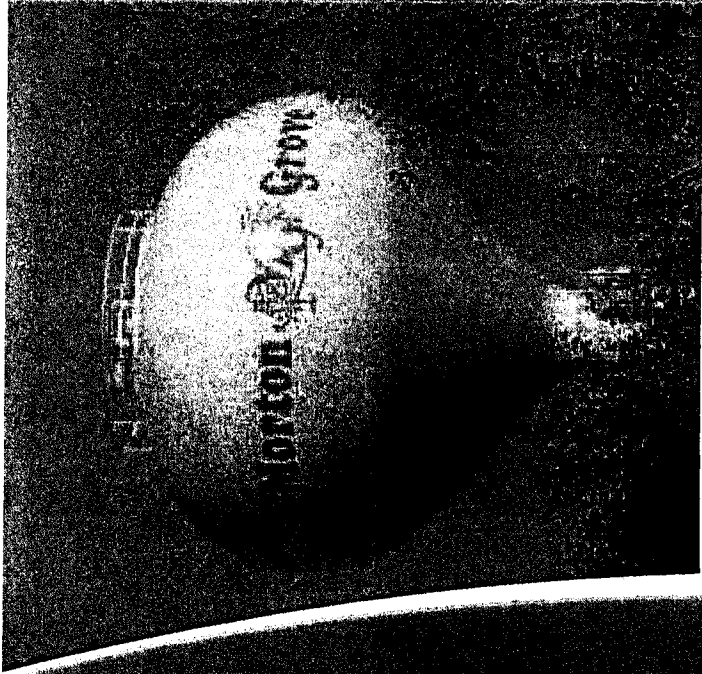
SAUDI ARABIA

Stanley Consultants, Inc.
c/o SNC Lavalin
KAFD Project Site Office
Area 6, Gate #44
P.O. Box 3998
Riyadh, Kingdom of Saudi Arabia
P 966.1.812.2510, Ext. 139
F 966.1.214.2623

UNITED ARAB EMIRATES

Stanley Consultants, Inc.
P.O. Box 36255
Unit 104
Building C51 (Silver Wave Tower) Mina Road
Abu Dhabi, United Arab Emirates
P 971.2.643.9400
F 971.2.643.9411

Proof of Insurance



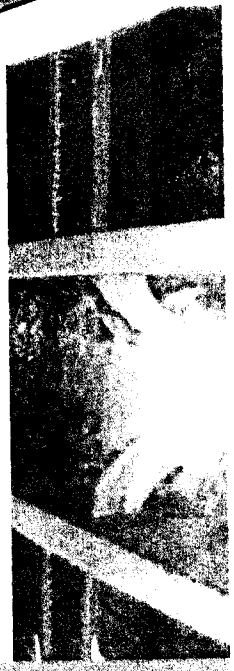
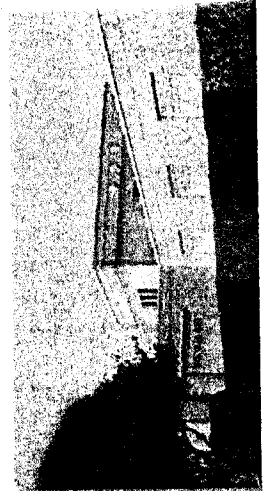
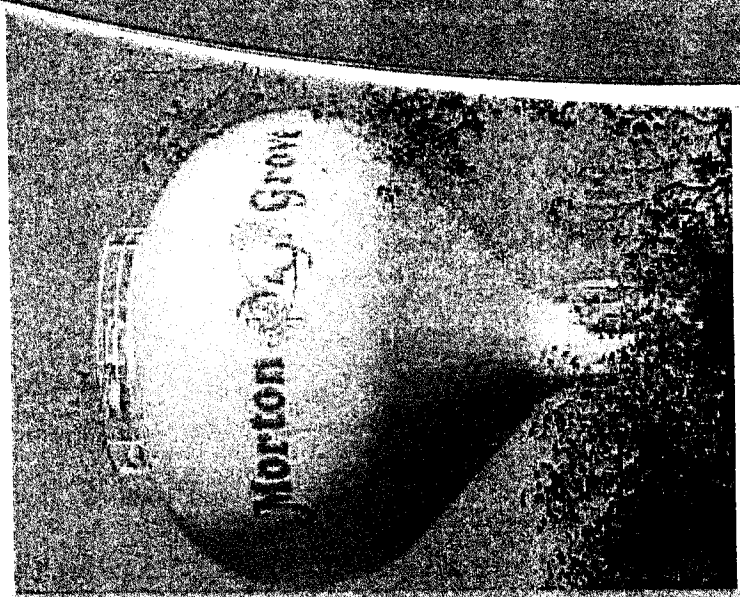
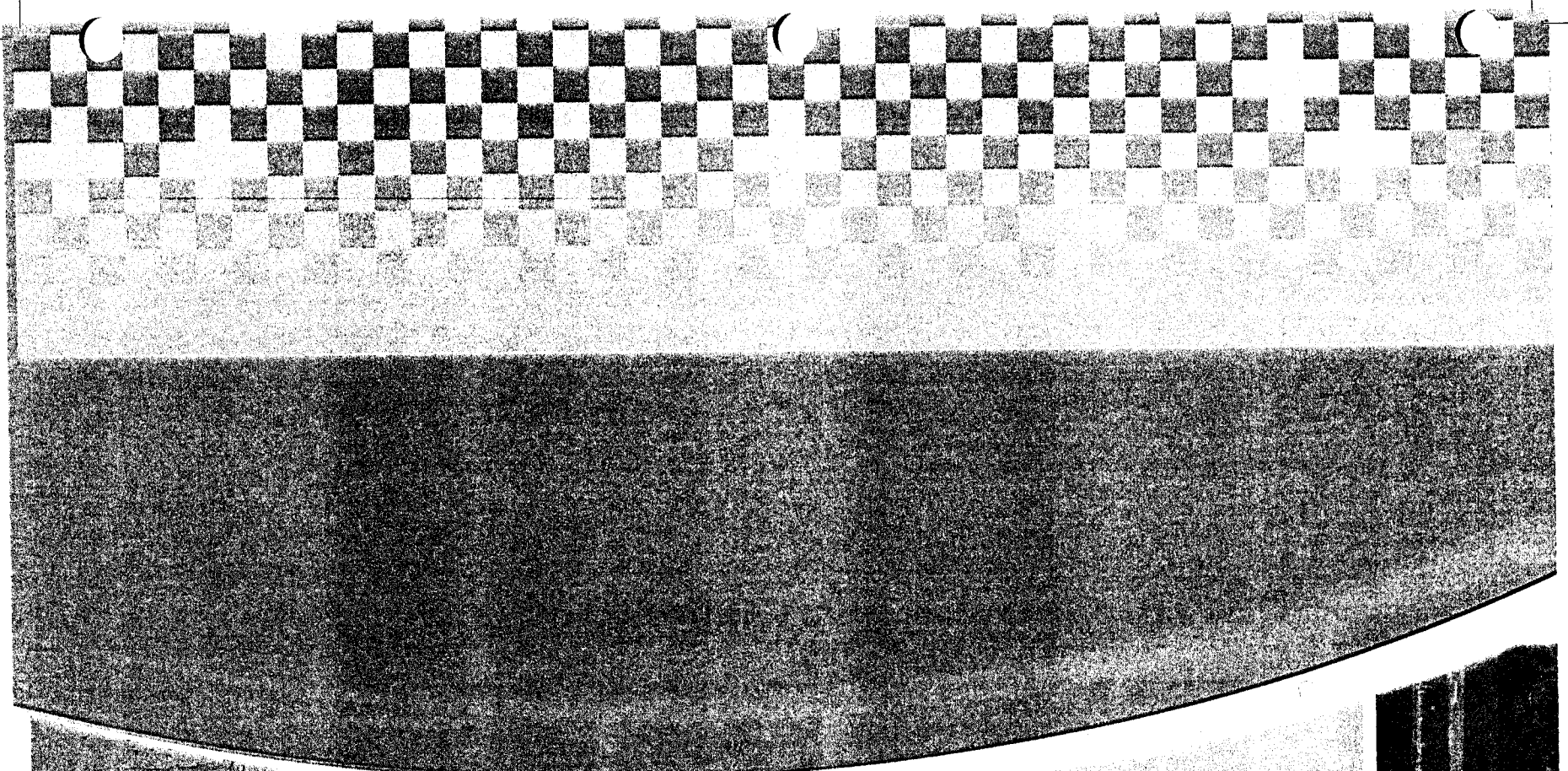


PHOTO COURTESY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME PHONE (A/C No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173	
	E-MAIL ADDRESS: aceclientrequest@marsh.com	
INSURED Ciorba Group, Inc. 5507 N Cumberland Avenue Chicago, IL 60656-1471	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd	NAIC # 11000
	INSURER B: Hartford Insurance Company of Illinois	NAIC # 38287
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	84SBWPD2677 Prof. Liab. Excl.	12/31/2016	12/31/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	84UEGJG2404	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWPD2677	12/31/2016	12/31/2017	EACH OCCURRENCE	\$8,000,000
							AGGREGATE	\$8,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	84WEGBJ9365	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Villages of Morton Grove and Niles, Illinois Water Supply Corridor and Water Route Study
Stanley Consultants, Inc., its affiliates, officers, directors, and employees are named as additional insured on the above referenced policies on a primary and noncontributory basis when required by written contract. Waiver of subrogation is included in favor of the additional insured when required by written contract. 30 days notice of cancellation will be given to cert holder per policy endorsement.

CERTIFICATE HOLDER CANCELLATION

Stanley Consultants, Inc. 8501 W Higgins Road Suite 730 Chicago IL 60631	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 100 West 2nd St Muscatine IA 52761	CONTACT NAME: Cheryl Harless	
	PHONE (A/C, No, Ext): 563-263-6044 FAX (A/C, No): 563-263-6667 E-MAIL ADDRESS: cheryl_harless@ajg.com	
INSURED Stanley Consultants, Inc. 8501 West Higgins Road #730 Chicago IL 60631	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co of A	25674
	INSURER B : Travelers Indemnity Company	25658
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER: 95191296** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P-630-4885B479-TIL-17	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			P-810-4885B479-IND-17	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP-15T69985-17-NF	1/1/2017	1/1/2018	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	PVYCJ-UB-4885B47-9-17	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717	CONTACT NAME: Susan Simoneau	FAX (A/C, No): 608-831-4777	
	PHONE (A/C, No, Ext): 800-643-6133	E-MAIL ADDRESS: sue.simoneau@ansay.com	
INSURED Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CNA Insurance Companies		35289
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 784816256 REVISION NUMBER:

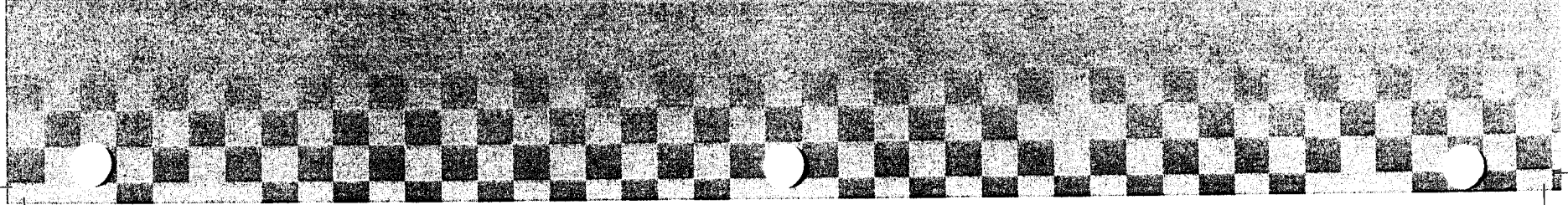
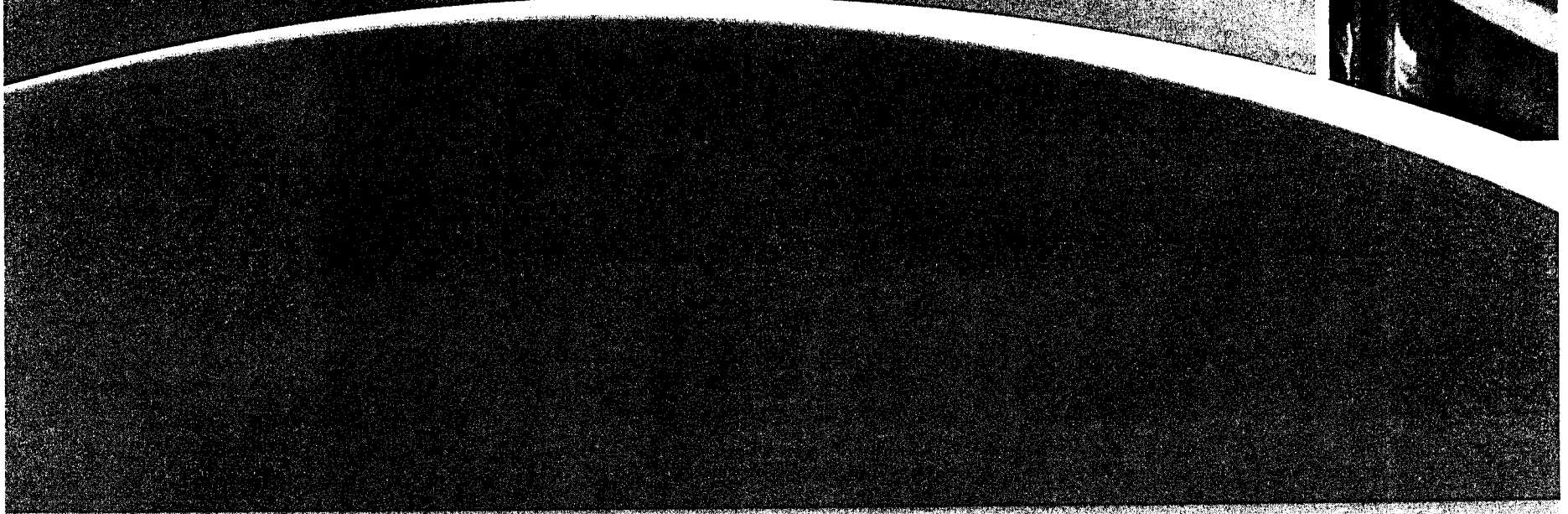
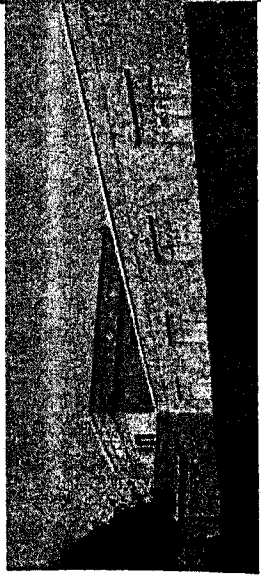
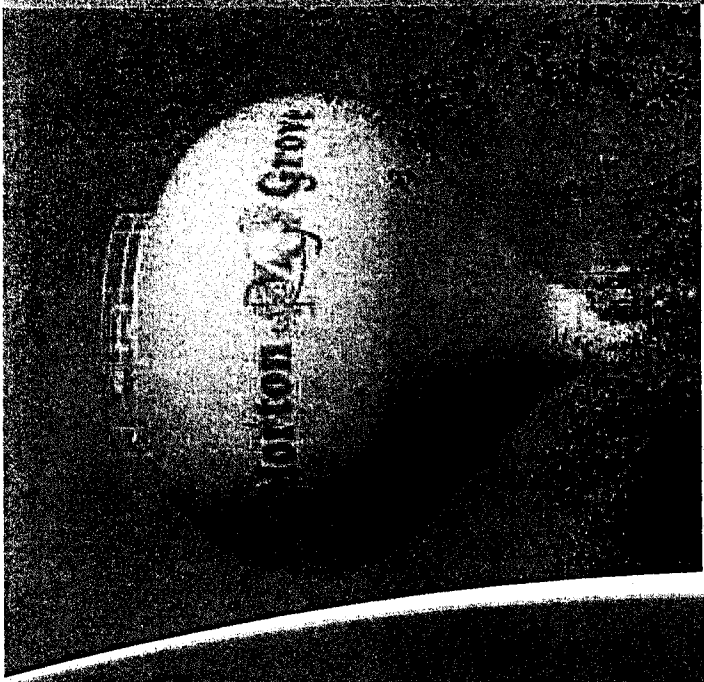
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

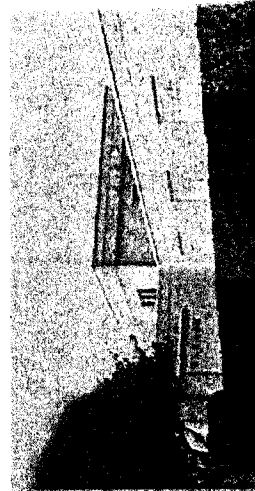
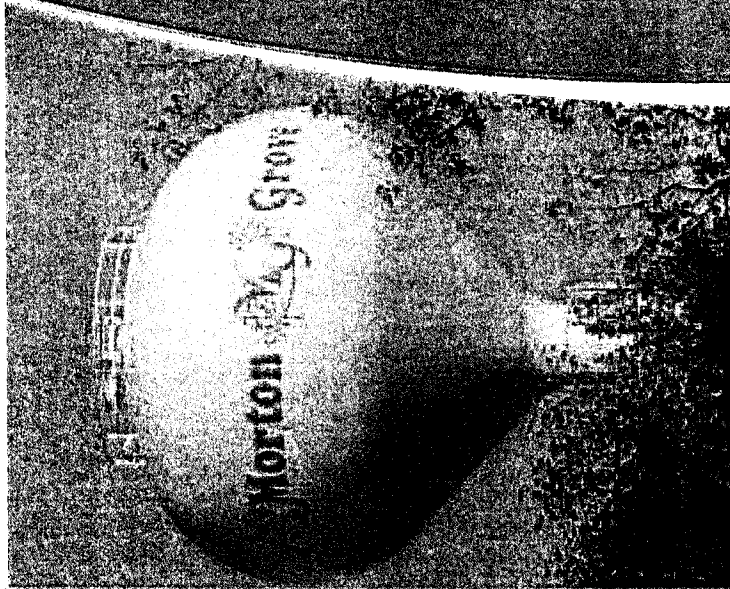
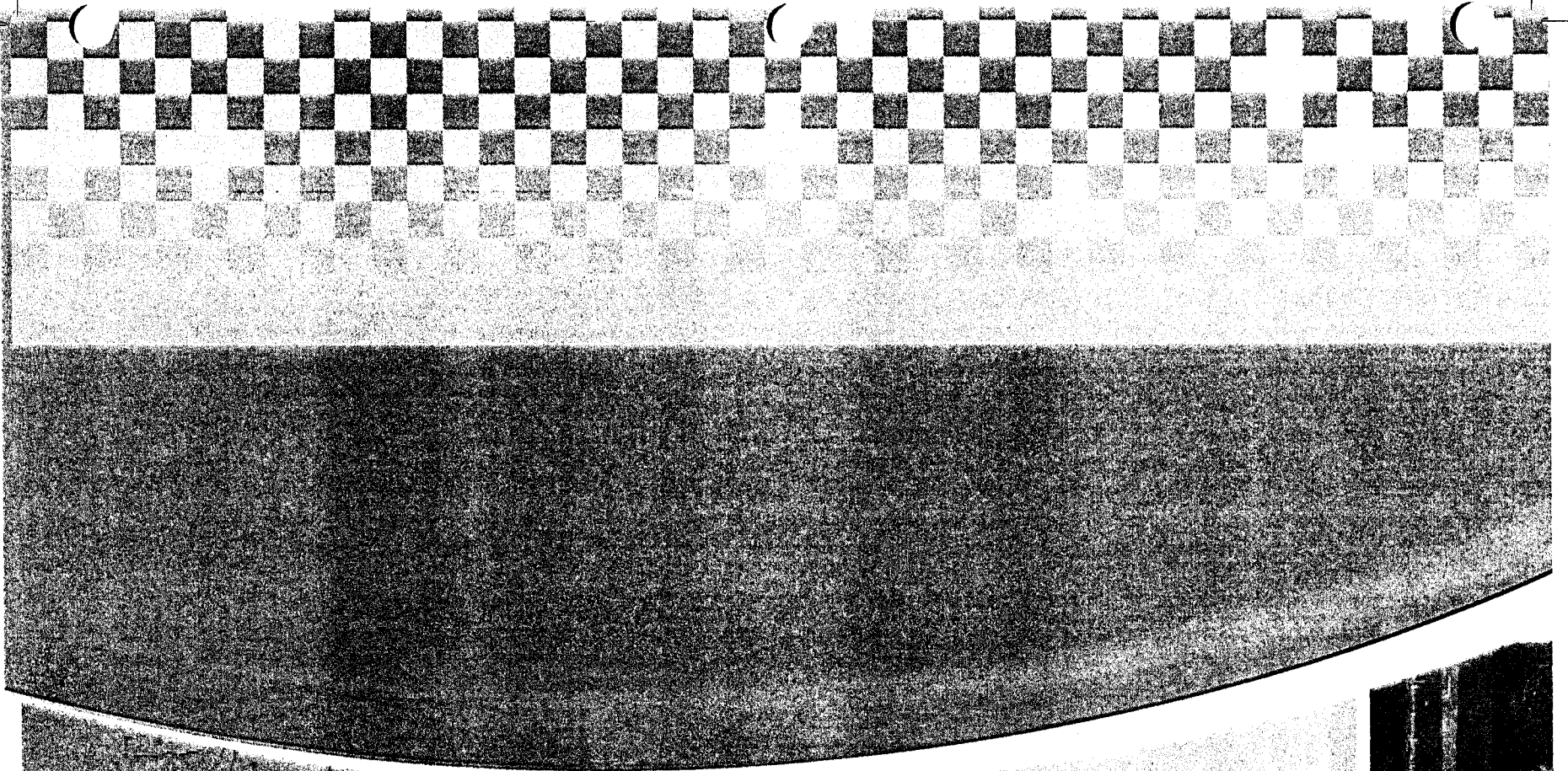
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU cov. incl. <input checked="" type="checkbox"/> Blkt.Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5099170076	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$900,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5099170062	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			5099170059	1/1/2017	1/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	WC595126844	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Pollution Liability			AEH113974097	7/11/2016	7/11/2017	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

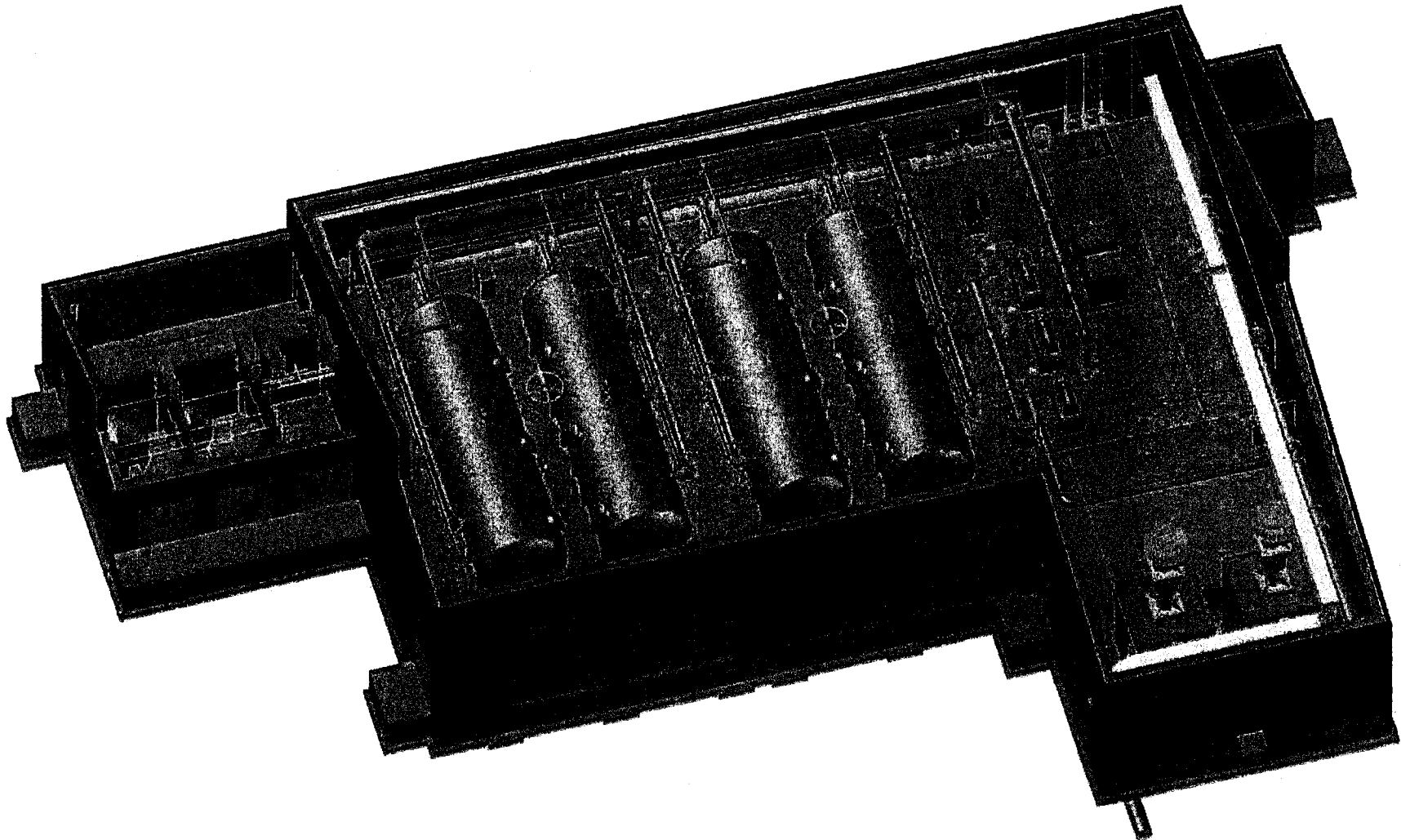
CERTIFICATE HOLDER Certificate Holder	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Worldwide Agency/
Advertising Solutions



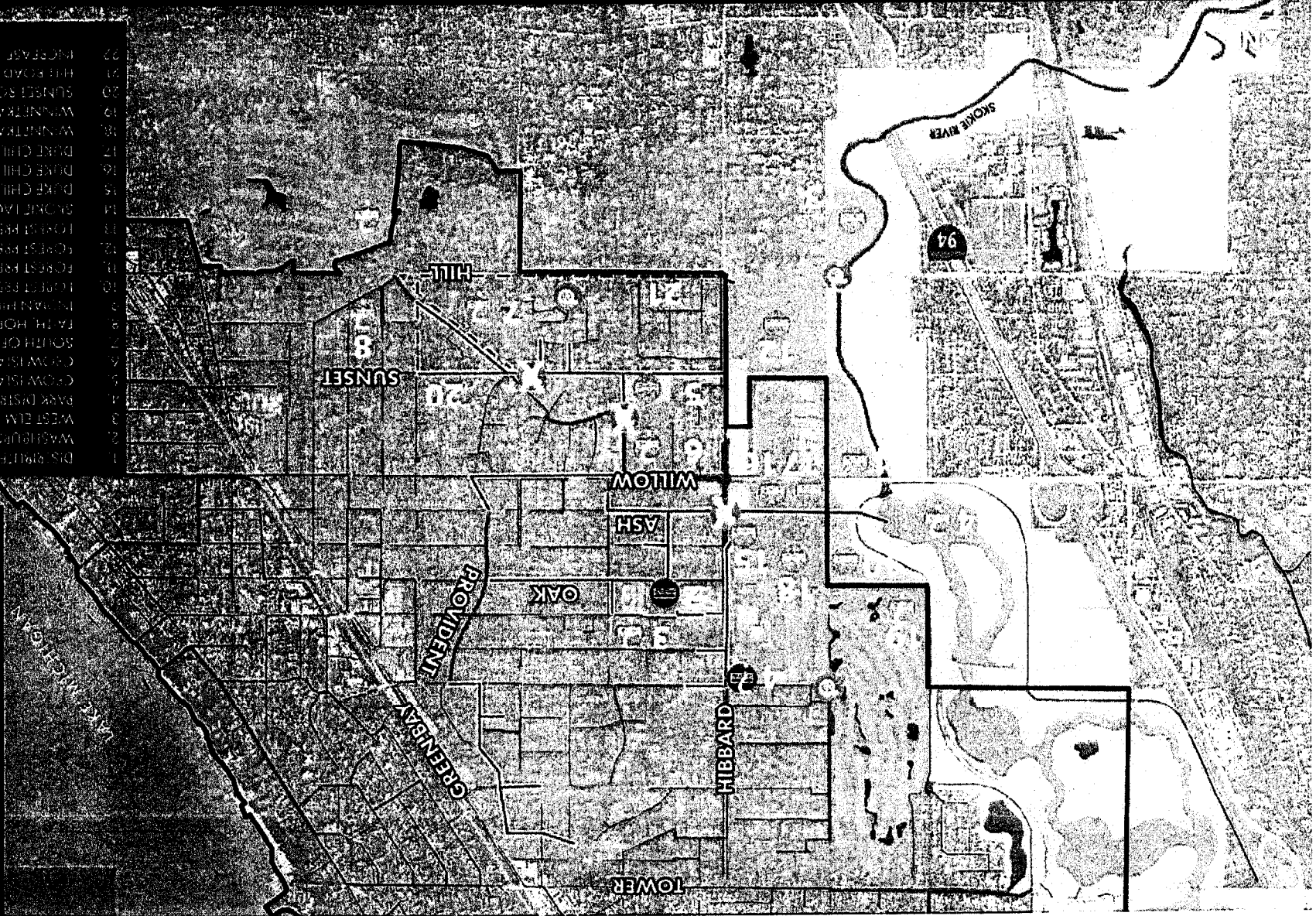
DRAWING NO. 40-A-1 PROJECT NO. 5878 DATE 03-01-16
 CITY OF WATERTOWN, WISCONSIN
 WATER TREATMENT PLANT
 FILTER BUILDING MECHANICAL

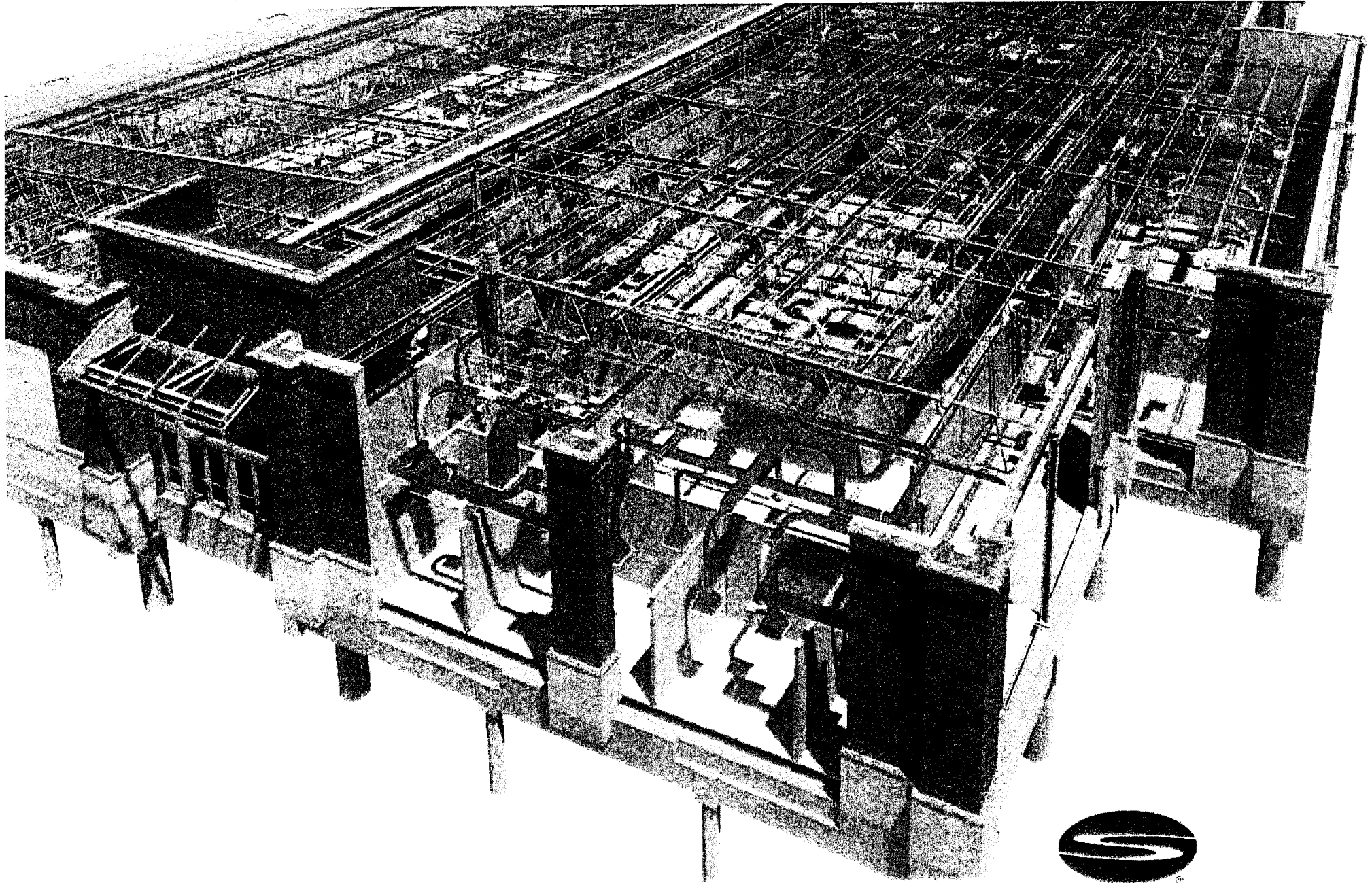
DESIGNED BY P.A.T.	VERIFY SCALES LENGTH OF DIM TO 1" ON ORIGINAL DRAWING	- PRELIMINARY - NOT FOR CONSTRUCTION				 Applied Technologies <small>Engineering - Architecture</small>	CITY OF WATERTOWN FILTER BUILDING WATERTOWN, WISCONSIN		FILTER BUILDING MECHANICAL		PROJECT NO 5878	DATE 03-01-16
DRAWN BY P.C.G.	1/2 PLOT SCALE, ADJUST SCALE(S) ACCORDINGLY						BY SPHD	DRAWING NO 40-A-1				
CHECKED BY	DATE	REVISION										
APPROVED BY												

- 22 IMPROVED BIOM STATION CAPACITIES
- 21 HIGHWAY CONFORMANCE
- 20 SUNSET ROAD CONFORMANCE
- 19 WINNETKA GOLF COURSE
- 18 WINNETKA PARK DISTRICT PAR 3 GOLF COURSE
- 17 DUKE CHILDS FIELDS - COMPLET
- 16 DUKE CHILDS BASKETBALL FIELDS
- 15 DUKE CHILDS RACROSS FIELDS
- 14 SPORT FIELDS
- 13 FOREST PRESERVE - NORTHFIELD
- 12 FOREST PRESERVE - SOUTH OF LANDFILL
- 11 FOREST PRESERVE - SOUTH OF WILLOW
- 10 FOREST PRESERVE - NORTH FOREST WAY
- 9 PULMAN HILL GOLF COURSE
- 8 FAITH HOPE AND CHARITY CHURCH
- 7 SOUTH OF WILLOW
- 6 CROW ISLAND - NORTH
- 5 CROW ISLAND - SOUTH
- 4 PARK DISTRICT MAINTENANCE FACILITY
- 3 WEST ELM STREET PARK
- 2 WASHINGTON SMOKE PLAY FIELD
- 1 DIS. SMITH LOCAL GREEN INFRASTRUCTURE

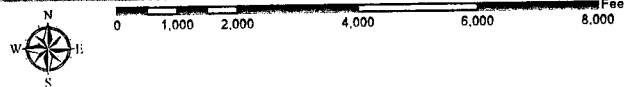
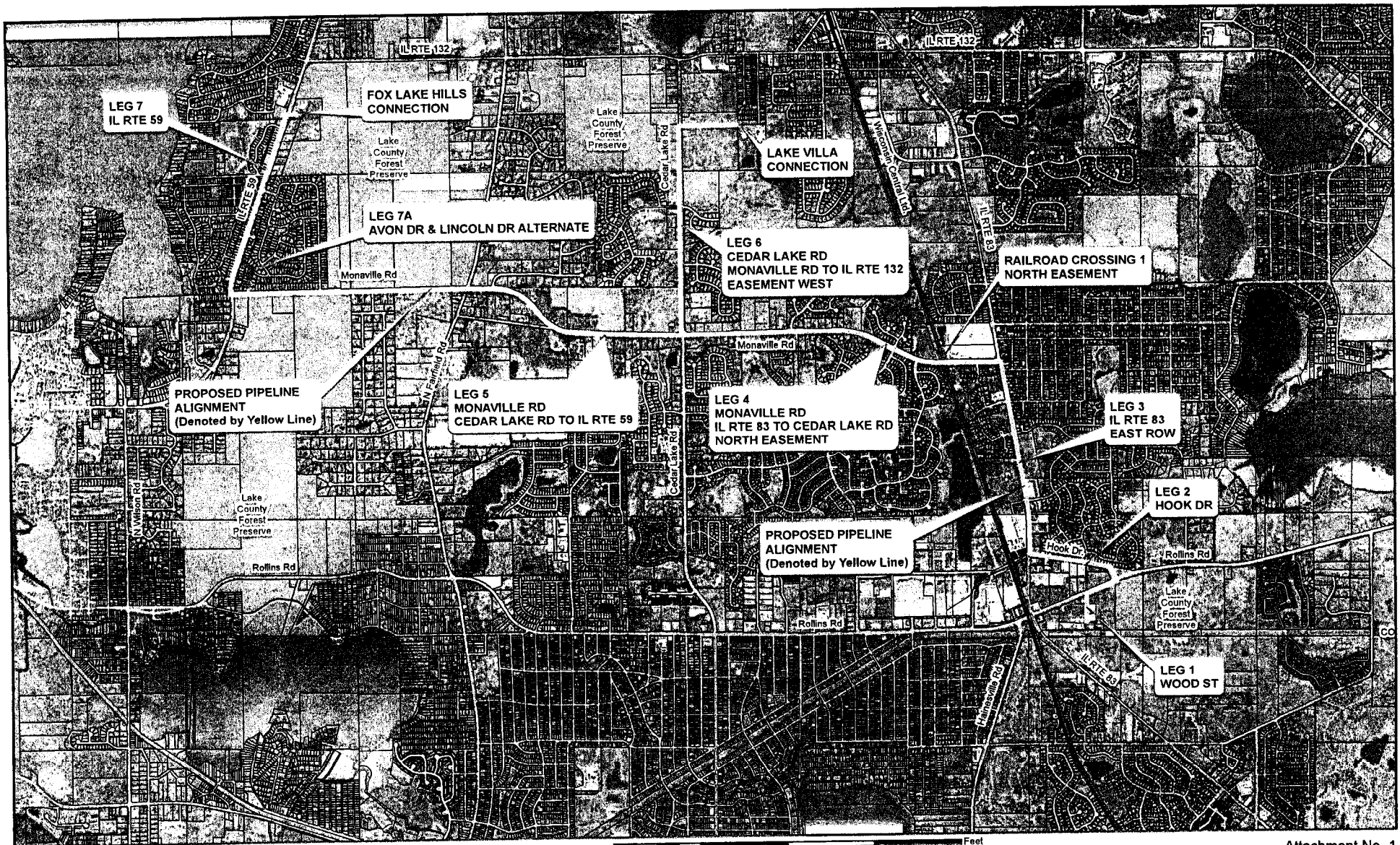
LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- ELEVATION
- PROPOSED SURFACE STORAGE
- PROPOSED UNDERGROUND STORAGE
- WATER QUALITY STORAGE
- CEEP PATHS



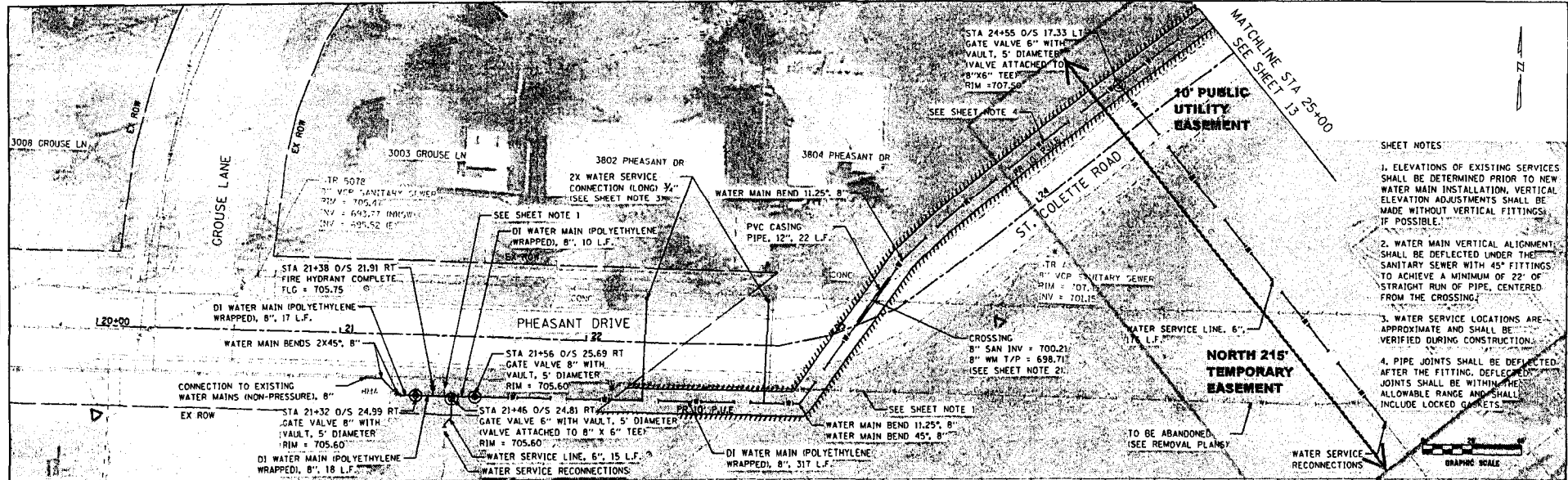


Stanley Consultants INC.

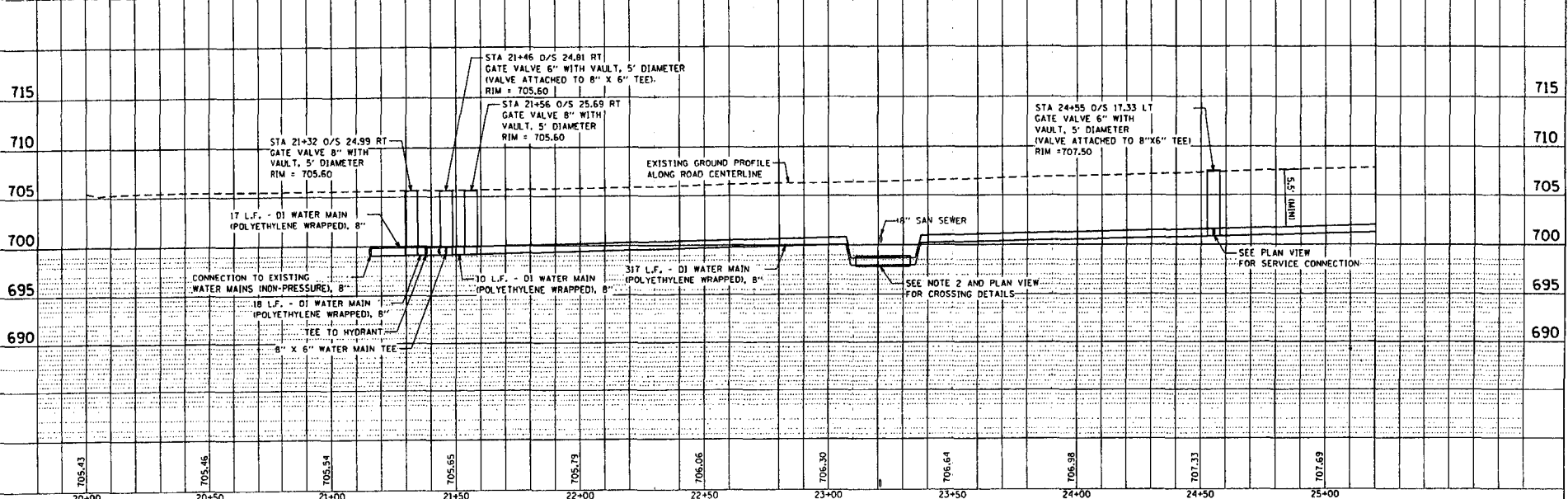


PLAN	DATE
REVISED	
DATE	
BY	
CHKD	
APP'D	
DATE	

PROFILE	DATE
REVISED	
DATE	
BY	
CHKD	
APP'D	
DATE	



- SHEET NOTES
- ELEVATIONS OF EXISTING SERVICES SHALL BE DETERMINED PRIOR TO NEW WATER MAIN INSTALLATION. VERTICAL ELEVATION ADJUSTMENTS SHALL BE MADE WITHOUT VERTICAL FITTINGS IF POSSIBLE.
 - WATER MAIN VERTICAL ALIGNMENT SHALL BE DEFLECTED UNDER THE SANITARY SEWER WITH 45° FITTINGS TO ACHIEVE A MINIMUM OF 22' OF STRAIGHT RUN OF PIPE, CENTERED FROM THE CROSSING.
 - WATER SERVICE LOCATIONS ARE APPROXIMATE AND SHALL BE VERIFIED DURING CONSTRUCTION.
 - PIPE JOINTS SHALL BE DEFLECTED AFTER THE FITTING. DEFLECTION JOINTS SHALL BE WITHIN THE ALLOWABLE RANGE AND SHALL INCLUDE LOCKED GASKETS.



ENGINEERING CONSULTANT	USER NAME: jw@cc	DESIGNED - AND	REVISED -	CITY OF ROLLING MEADOWS	ST. COLETTE PRIVATE RD & BERDNICK ST WATERMAIN IMPROVEMENTS PROPOSED WATER MAIN PLAN AND PROFILE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONCEPT ENGINEER	ALOT SCALE = 20/880	DRAWN - AND	REVISED -						
DATE	1/24/2007	CHECKED - LAM	REVISED -						
DATE	3/23/2007	DATE	3/23/2007						

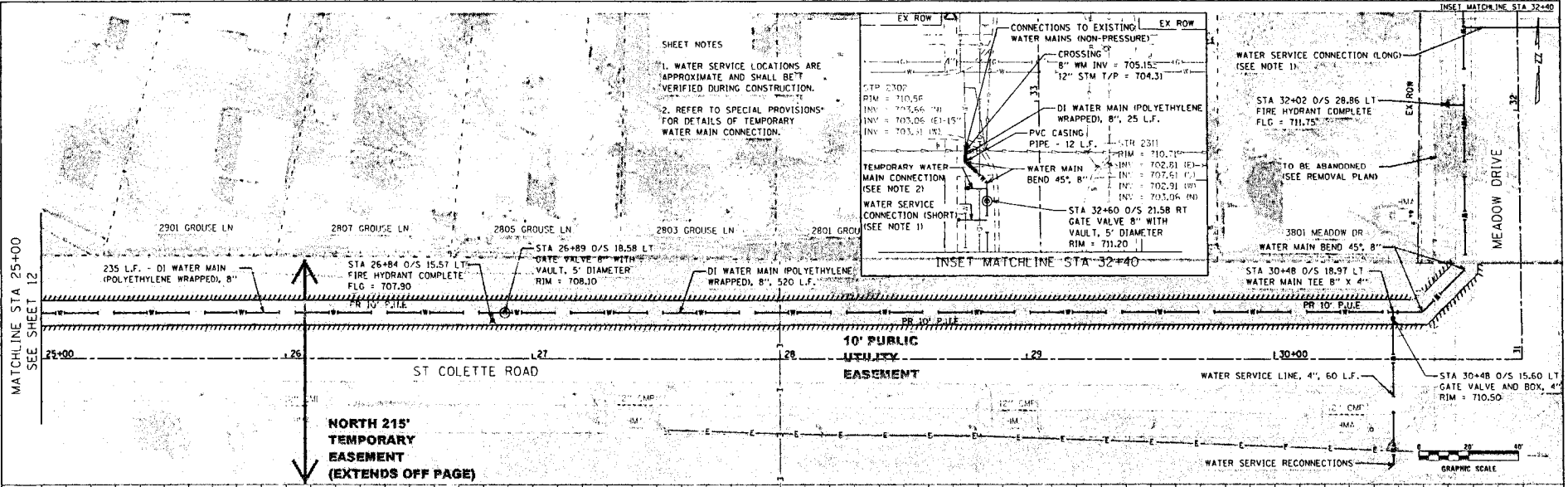
SCALE: 1" = 20' SHEET NO. OF SHEETS STA. TO STA.

CONTRACT NQ20588.01

PLAN	DATE
REVISED	
BY	
DATE	

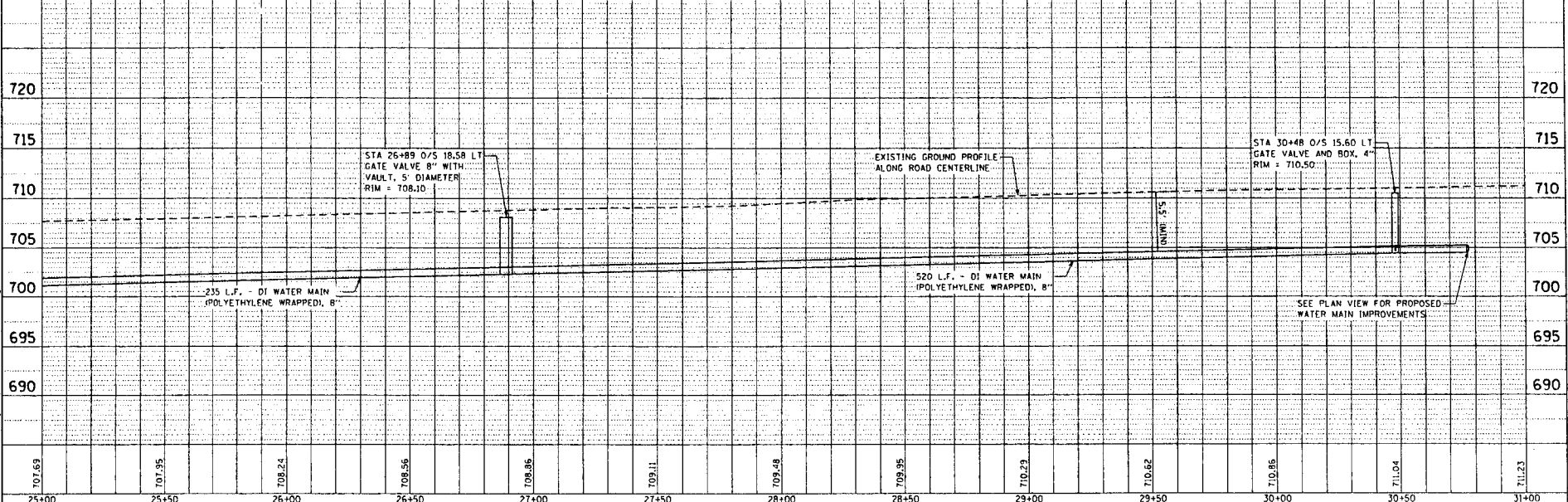
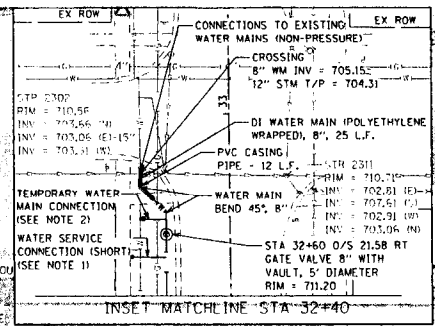
PROFILE	DATE
REVISED	
BY	
DATE	

DATE: 3/23/2017
 DRAWN BY: J. BERNDICK
 CHECKED BY: L. AM
 DESIGNED BY: J. BERNDICK
 USER: J. BERNDICK

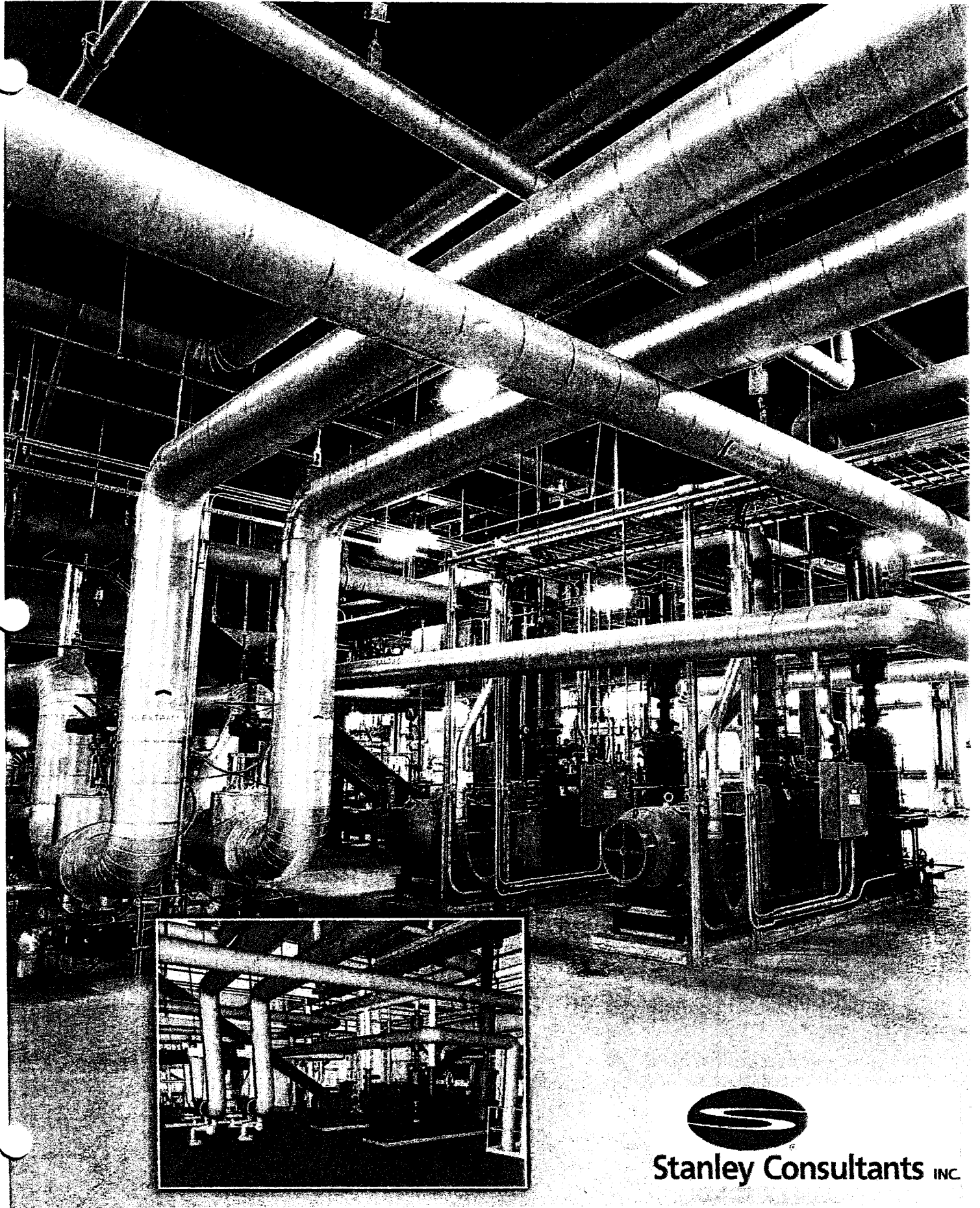


SHEET NOTES

1. WATER SERVICE LOCATIONS ARE APPROXIMATE AND SHALL BE VERIFIED DURING CONSTRUCTION.
2. REFER TO SPECIAL PROVISIONS FOR DETAILS OF TEMPORARY WATER MAIN CONNECTION.



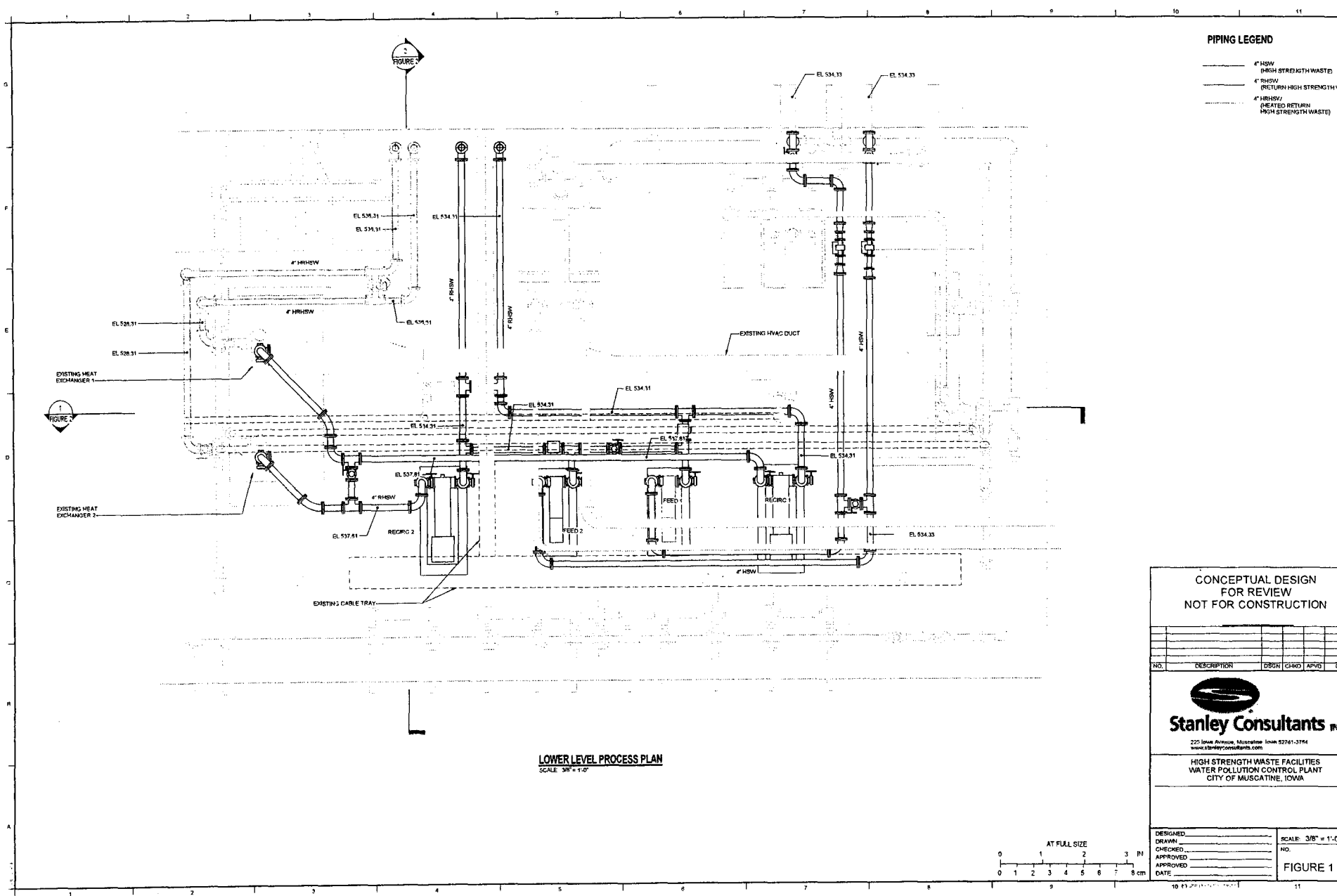
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701.59	701.95	708.24	708.56	709.86	709.11	709.48	709.95	710.23	710.62	710.85	711.04	711.23



Stanley Consultants INC.

PIPING LEGEND


- 4" HSU (HIGH STRENGTH WASTE)
- 4" RSHW (RETURN HIGH STRENGTH WASTE)
- 4" HRHSW (HEATED RETURN HIGH STRENGTH WASTE)



LOWER LEVEL PROCESS PLAN
SCALE: 3/8" = 1'-0"

**CONCEPTUAL DESIGN
FOR REVIEW
NOT FOR CONSTRUCTION**

NO.	DESCRIPTION	DSCR	CARD	APVD	DATE

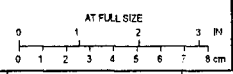


Stanley Consultants INC

225 Iowa Avenue, Muscatine Iowa 52761-3794
www.stanleyconsultants.com

**HIGH STRENGTH WASTE FACILITIES
WATER POLLUTION CONTROL PLANT
CITY OF MUSCATINE, IOWA**

DESIGNED _____	SCALE: 3/8" = 1'-0"
DRAWN _____	
APPROVED _____	
DATE _____	
NO. _____	REV. _____
FIGURE 1	



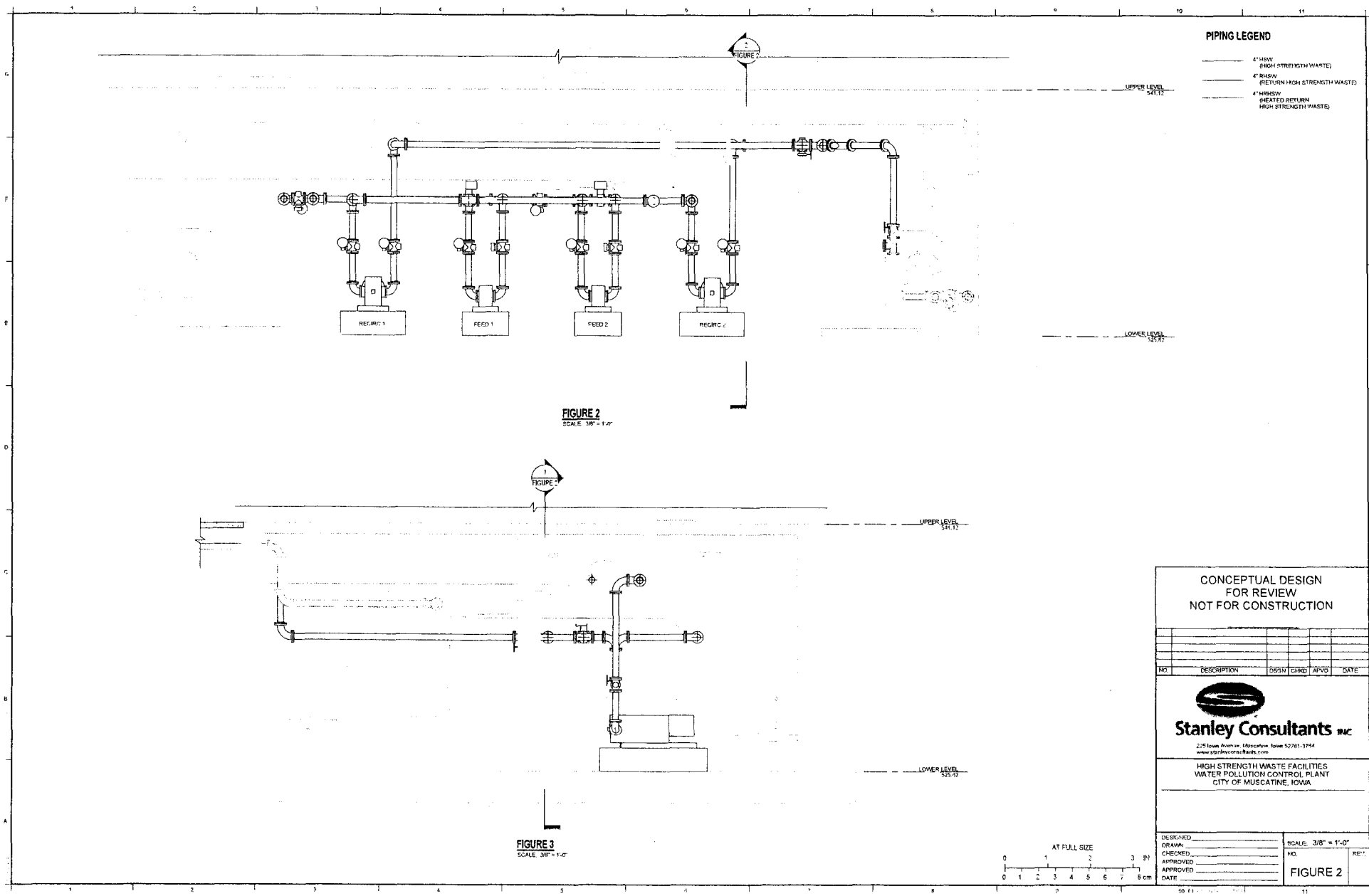


FIGURE 2
SCALE: 3/8" = 1'-0"


FIGURE 3
SCALE: 3/8" = 1'-0"

PIPING LEGEND

- 4" HS (HIGH STRENGTH WASTE)
- - - 4" RHW (RETURN HIGH STRENGTH WASTE)
- · - · 4" HRHW (HEATED RETURN HIGH STRENGTH WASTE)

**CONCEPTUAL DESIGN
FOR REVIEW
NOT FOR CONSTRUCTION**

NO.	DESCRIPTION	DESIGN	CHECK	APPROVED	DATE

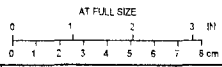


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225 Iowa Avenue • Muscatine Iowa 52781-3794
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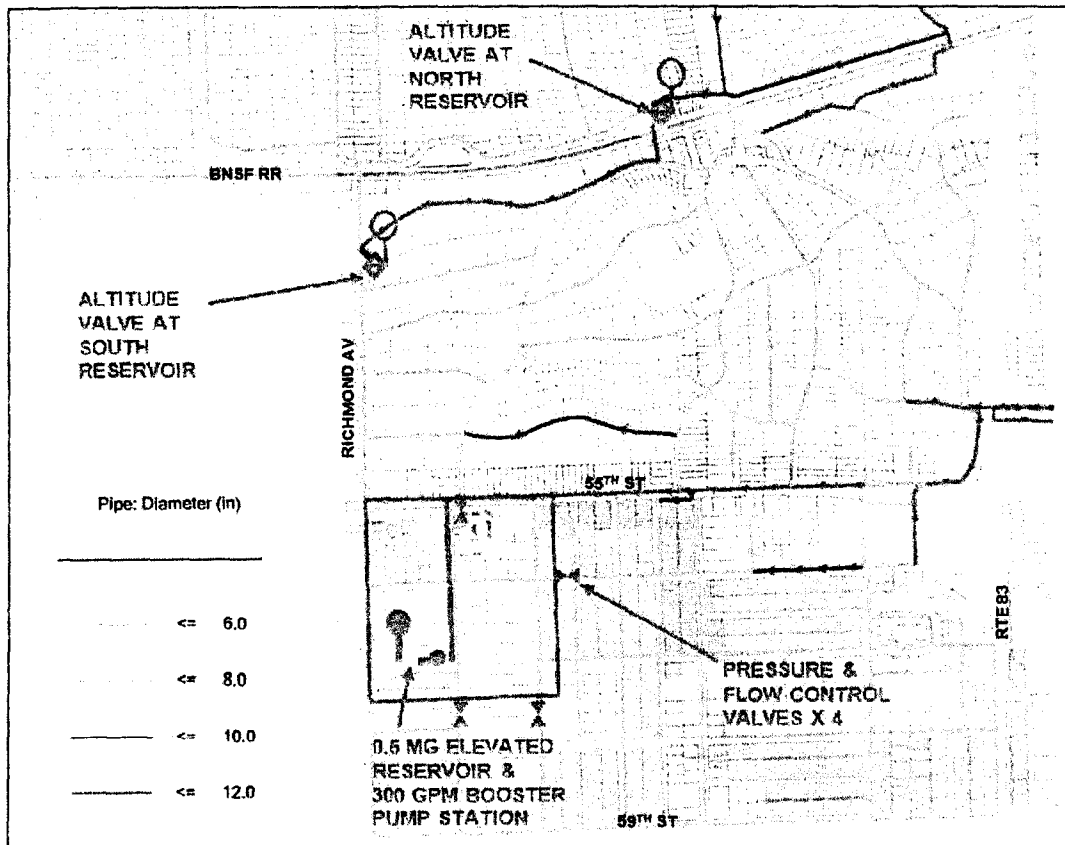
**HIGH STRENGTH WASTE FACILITIES
WATER POLLUTION CONTROL PLANT
CITY OF MUSCATINE, IOWA**

DESIGNED _____	SCALE: 3/8" = 1'-0"
DRAWN _____	NO. _____
CHECKED _____	REV. _____
APPROVED _____	FIGURE 2
DATE _____	





ALTERNATIVE 1 – Local Pressure Zone Control (Zone Booster)



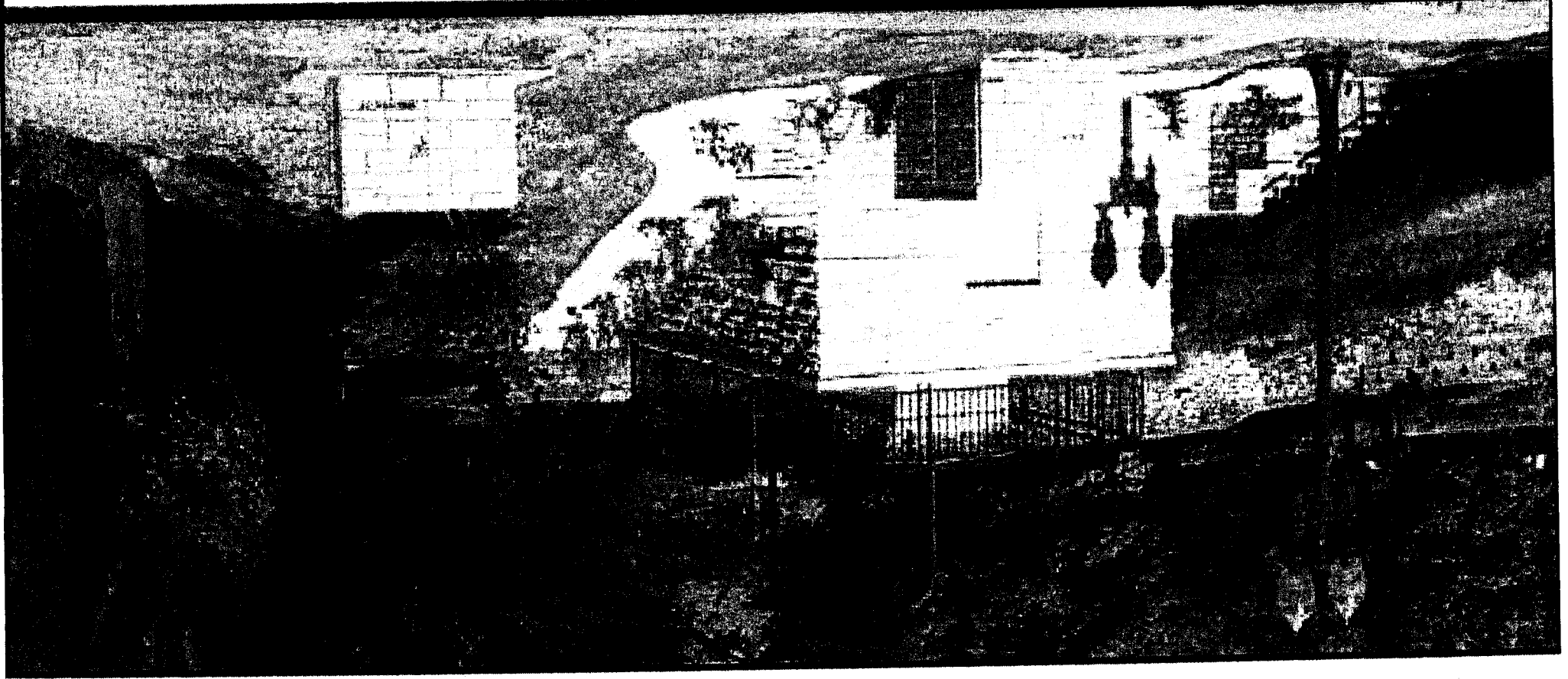
#	Criteria	Result
1	STORAGE	PASS
2	DEMAND PRESSURE	PASS
3	EMERGENCY PRESSURE	PASS
4	NORTH PRESSURE	PASS
5	FUTURE SYSTEM	PASS

PLANNING ESTIMATE
\$17,682,000



STRAND ASSOCIATES

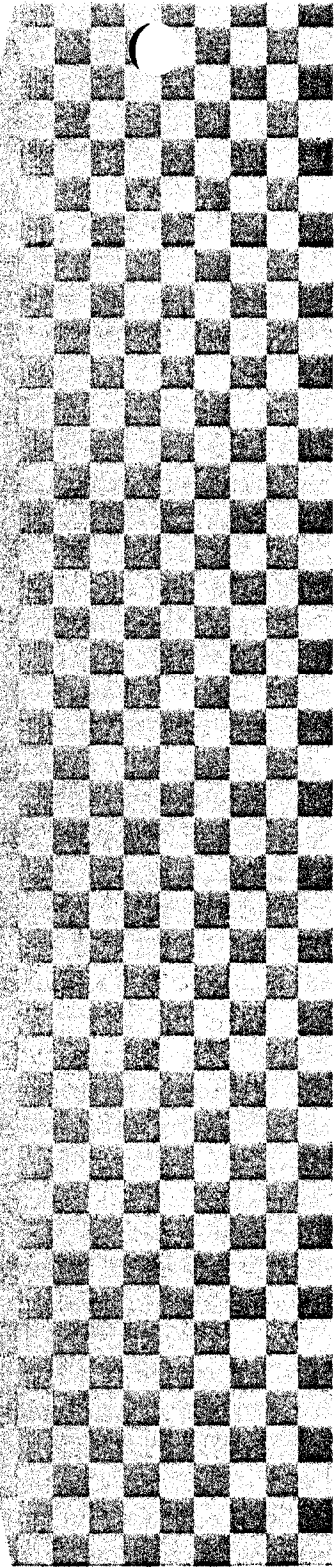
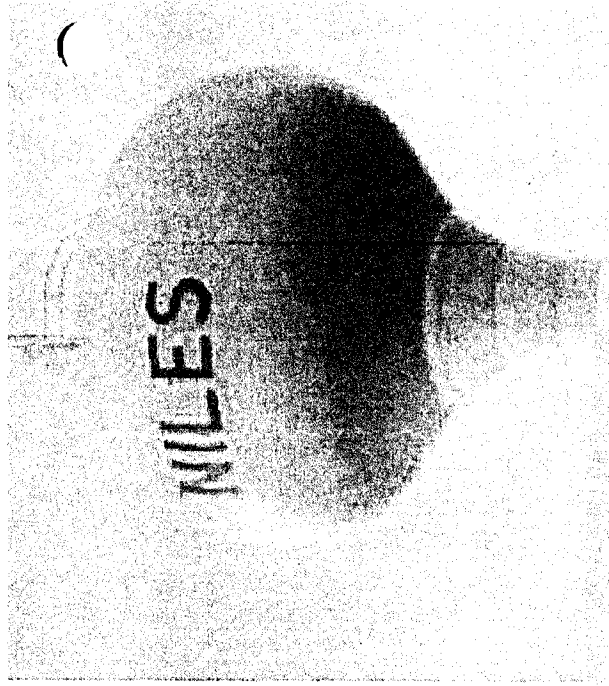
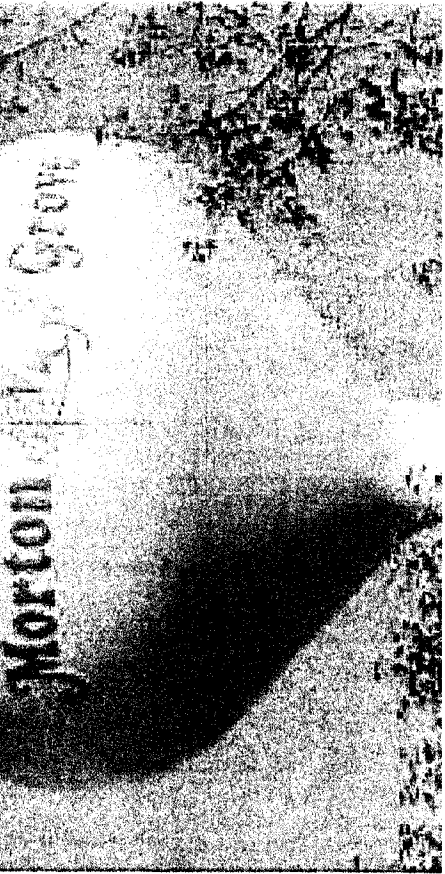
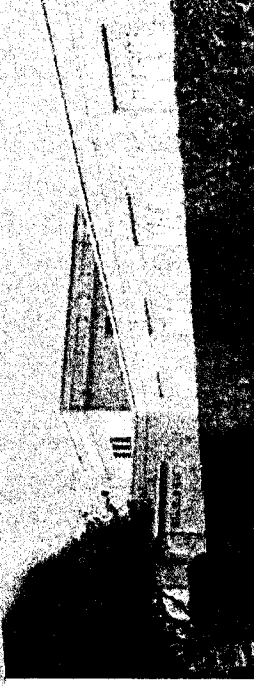
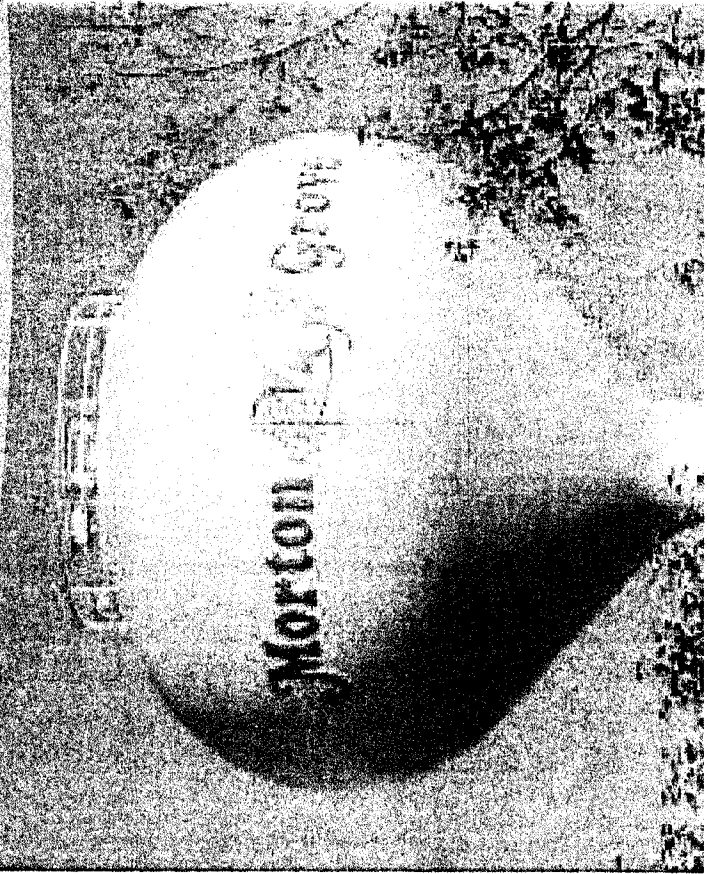
The City of Joliet's Bluff Street Booster Station.





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 Cost and Schedule Manager

SHAWN GUSTAFSON, PE

Sr. Project Manager with Stanley Consultants

(Phoenix, AZ)

Shawn works with project delivery teams and subconsultants while coordinating with stakeholders for

the successful completion of infrastructure projects. He will manage the schedule and budget so that work is completed on time and within budget.

License: Professional Engineer (Civil), Iowa #21426, Arizona #32421, and Guam #1892

His Career: Shawn has 30 years of professional experience gained through his work on municipal, land development, master planned community, industrial, international, and federal projects. He has been the project manager on several complex multi-disciplined projects. A sample project experience includes the following:

SHAWN'S EXPERIENCE:

- » **Iowa Fertilizer Plant, Orascom Construction Industries, Wever, IA.** Project Manager responsible for leading a multi-discipline team in the preparation of infrastructure design for the 369-acre fertilizer plant site; including final grading, paving, drainage, utilities, water supply wells, water storage tank, fire water pump, water treatment, wastewater treatment, and pre-engineered buildings. Stanley Consultants prepared over 60 packages for the project, involving numerous disciplines and design teams. The fertilizer plant had a construction cost of \$2.0 billion. Design and package preparation was expedited to meet critical completion dates.

- » **ISF Camp at Duhail, Arab Engineering Bureau, Doha, Qatar.** Project Manager for the design of infrastructure for a 400 hectare mixed-use development that was planned for a population of 17,600. Design included infrastructure and utility systems for 22 kilometers of right-of-way corridors; including site grading, roads, parking, road signage & marking, foul sewer, stormwater drainage, potable water, fire water, irrigation, chilled water, power distribution, communications & security system containment, and street & parking lot lighting. The construction cost for this project was \$2.9B.
- » **J-755 Urban Combat Training Facility, Guam. Program Manager from 2015 to 2017.** Responsible for preliminary design of civil site, civil utilities, and telecommunications for multiple combat training ranges, main entry control point, and perimeter security for the site. The complex included a combat vehicle operators course, hand grenade range, shoot house, breaching facility, and urban training complex with numerous existing and new buildings.
- » **Verrado, Buckeye, Arizona.** Project Manager for the early stages of master planning through to grand opening for an 8,800-acre master planned community in the foothills of the White Tank Mountains. Among many other, responsibilities included preparation of the Master Wastewater, Potable Water, and Non-Potable Water Plan

Employment History: 30 Years of Experience | 13 Years with Stanley

Education: Master of Science, University of Minnesota, Civil Engineering, 1994; and Bachelor of Science, University of Minnesota, Civil Engineering, 1987.

Anticipated Level of Effort: 40% of his available hours during design.

MGNWC Water Transmission Main and Facility Improvements

REQ#17-04

The Stanley Team

Update to Proposal Page 3

Project Manager
Larry Thomas, PE (SCI, 40 yr)

Project Review & QA/QC

TECHNICAL Larry Leischner, PE (SCI, 32 yr) Jim Smith, PE (ATI, 40 yr) Tony Wolff, PE, SFM (CG, 24 yr) Jennifer Prinz, PE (REL, 21 yr) Mark Oleinik, PE (SA, 39 yr)	CONSTRUCTABILITY Mike Waldron, PE (SA, 26 yr) Frank Tiefert, PE (ATI, 46 yr)
PLAN / PROFILE APPEARANCE John Plut (SA, 30 yr)	

Special Services Team

Coordinator | Larry Thomas, PE

COST & SCHEDULE MANAGER
Shawn Gustafson (SCI, 30 yr)

PROJECT ADMINISTRATION
Kate Stephens, EIT (SCI, 3 yr)

PROJECT SURVEYS

LAND SURVEY
Randell Gann, PLS (REL, 26 yr)
Bradley Leuders, PLS (REL, 32 yr)

FIELD SURVEY / SOIL BORING
Douglas Breshock (REL, 41 yr)
David McGrath (REL, 28 yr)
Robert Gamboa (REL, 21 yr)
Scott Ranger (REL, 28 yr)
Robert Hunger (REL, 20 yr)

FIELD DATA PROCESSING / PLAN SHEET PREPARATION
Andrew Gulden (REL, 23 yr)
Richard Gondek (REL, 14 yr)
Kevin Muhr (REL, 20 yr)
Peter Stepanovic (REL, 18 yr)
Laura Larsen (REL, 28 yr)

UTILITY LOCATES / POTHOLING (SUBCONTRACTORS)
Accurate Locating, Inc. (10 yr)
Sheridan Plumbing & Sewer, LLC (10 yr)

ARCHITECTURE
Debashis Sarkar, RA (SCI, 35 yr)
Dave Vaughn (SCI, 26 yr)

GEOTECHNICAL
SOIL BORINGS / REPORT
Ken Rippy, PE (REL, 35 yr)

ENVIRONMENTAL / CCDD ANALYSIS
Erin Curley (REL, 26 yr)
Donald Lamb (REL, 21 yr)

DRILL RIG OPERATORS
Keith Jones (REL, 12 yr)
Kenneth Rippy (REL, 35 yr)

SPECIFICATIONS, PERMITTING, REGULATION COMPLIANCE
Larry Thomas, PE (SCI, 40 yr)

ELECTRICAL
Majid Zargar, PhD, PE (30 yr)
Christopher Kwon, PE (SCI, 9 yr)
Arundhatee Talukdar, EIT (SCI, 5 yr)

INSTRUMENTATION & CONTROLS
Scott Warren, PE (SCI, 10 yr)
Zach Carter, EIT (SCI, 3 yr)

DRAWINGS
Derek Schmidt (SCI, 22 yr)

STRUCTURAL
Scott Eshleman, PE, SE (SCI, 28 yr)
Craig Phillips, PE, SE (SCI, 9 yr)
Ben Lind (SA)

PROJECT BIDDING
Larry Thomas, PE (SCI, 40 yr)

ROADWAY RECONSTRUCTION
Rob Koss (SCI, 39 yr)
Duane O'Laughlin, PE (CG)
Eric Spina, PE (CG)
Joe Attanaseo, PE (CG)
Marie Daboub, EIT (CG)
Diana Decker, PE (SCI, 22 yr)
Sagar Sonar, PE PTOE (SCI, 18 yr)

PERMITTING
Michael Colby, EIT (SCI, 2 yr)
Peter Kolb, PE (ATI, 40 yr)
Luke Matson, PE (CG, 15 yr)
Tony Wolff, PE, SFM (CG, 24 yr)
Albert Stefan, PE (REL, 34 yr)
Jerry Radecky (REL, 51 yr)
John Beissel (REL, 33 yr)
Chris Ulm (SA, 21 yr)
Larry Thomas (SA, 40 yr)

HVAC & MECHANICAL SYSTEMS
Mark Wagner, PE (SCI, 26 yr)
Steward Primrose, PE (SCI, 14 yr)
Jon Bovenkamp, PE (SCI 21 yr)

MODELING
Justin Bilskemper, PE (SA, 11 yr)
Karmen Heim, PE (SCI, 17 yr)

GIS
Ed Rudd, GISP (REL, 28 yr)
Frank Bava (REL, 20 yr)
Dan Carpieaux (SA)

FACILITIES DESIGN TEAM

Facilities Design Lead | Tony Smurlo, PE

STANDPIPE TEAM Ed Slattery, PE (SCI, 38 yr) Jeremy McMahon, PE (SCI, 10 yr)	PUMP STATIONS TEAM Tony Smurlo, PE (SCI, 17 yr) Angela Romero, PE (SCI, 9 yr) Michael Colby, EIT (SCI, 2 yr) Kate Stephens, EIT (SCI, 3 yr)	FACILITIES CONNECTIONS TEAM Tony Smurlo, PE (SCI, 17 yr) Angela Romero, PE (SCI, 9 yr) Michael Colby, EIT (SCI, 2 yr) Kate Stephens, EIT (SCI, 3 yr)
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PLAN DRAWINGS FOR ALL SUBTEAMS
Dwayne Jackson, CD (SCI, 25 yr)
Beata Kowalczykowska (SCI, 27 yr)

TRANSMISSION MAINS DESIGN TEAM

Transmission Mains Design Lead | Chris Ulm, PE

TRANSMISSION TEAM #1 DESIGN Peter Kolb, PE (ATI, 40 yr) Bob Doeringsfeld, PE (ATI, 12 yr) Joyce DeLong, PE (ATI, 35 yr) Will Hein, PE (ATI, 31 yr) Chris Epstein, PE (ATI, 11 yr) Tyler Michlig, EIT (ATI, 2 yr) PLAN / PROFILE DRAWINGS John Stahl (ATI, 30 yr) Phil Gerlach (ATI, 20 yr)	TRANSMISSION TEAM #2 DESIGN Chris Ulm, PE (SA, 21 yr) Mike Forslund, PE (SA) Anad Sridhar, EIT (SA) Richard Scheer, PE (SA) Tony Spinelli, PE (SA) Candace Scholz, PE (SA) Will Denton, EIT (SA) Kayla Schmidgall, EIT (SA) Alex Schwartz, EIT (SA) Mike Cho, EIT (SA) Tony Standish, PE, SE (SA) PLAN / PROFILE DRAWINGS Dennis Wadas (SA) Hunter Thompson (SA) Andres Walkter (SA) Brian Fisher (SA) George Zacpal (SA) Dimitrius Haftouglu (SA)	TRANSMISSION TEAM #3 DESIGN Luke Matson, PE (CG, 15 yr) Tony Wolff, PE, SFM (CG, 24 yr) Duane O'Laughlin, PE (CG) Jason Xi, PE (CG) Eric Spina, PE (CG) Joe Attanaseo, PE (CG) Jesse Singer, PE (CG) Adam Dow, PE, CFM, ENV SP (CG) Mike Kowalski, PE (CG) Marie Daboub, EIT (CG) Jingyun Sun, EIT (CG) Dan Wierzbicki, EIT (CG) PLAN / PROFILE DRAWINGS Steve Allgood (CG) Nik Tumbev (CG) Adam Harn (CG)
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PIPE LINING TEAM
DESIGN
Albert Stefan, PE (REL, 34 yr)
Aaron Fundich, PE (REL, 28 yr)
Veronica Hall, PE (REL, 23 yr)
James Czarnik, PE (REL, 20 yr)
Greg Kamplain, EIT (REL, 18 yr)

**VILLAGE OF MORTON GROVE, ILLINOIS
VILLAGE OF NILES, ILLINOIS
MORTON GROVE – NILES WATER COMMISSION**

WATER SUPPLY TRANSMISSION MAINS & FACILITIES DESIGN

GROUP EXHIBIT B – SCOPE OF SERVICES

Dated June 30, 2017

PART 1 – BASIC SERVICES

Upon written authorization from MGNWC to proceed, the Consultant shall perform Basic Services consisting of those described below.

A. Project Management, Administration, and Assistance Package

The intent of this work is to provide overall management, administration, and assistance to the project. This work will be completed by Stanley Consultants. Work by subconsultants to assist Stanley in this work is provided for in other sections.

A.1 Project Management:

A.1.1 Organize and manage the Project team including, but not limited to, the following subconsultants:

- A.1.1.1 Applied Technologies, Inc.
- A.1.1.2 Ciorba Group, Inc.
- A.1.1.3 Robinson Engineering, LTD.
- A.1.1.4 Strand Associates, Inc.
- A.1.1.5 Knight E/A, Inc.
- A.1.1.6 Santacruz Land Acquisitions
- A.1.1.7 Corpro Companies, Inc.

A.2 Project Cost and Schedule Control:

A.2.1 Prepare Project schedule, review with MGNWC, and maintain schedule throughout course of the Project.

A.2.2 Prepare and maintain management schedule listing MGNWC responsibilities and milestones.

A.2.3 Monitor and maintain Project team schedule. Manage Project shared services groups including but not limited to: geographical information systems; utility coordination; mechanical, electrical, instrumentation, and architectural services; hydraulic modeling; surveying; permits management; land acquisition; cost estimating; constructability reviews; and quality assurance.

A.2.4 Monitor Project budget and assist efficient completion of the work.

A.2.5 Maintain Project accounting including the issuance of invoices and cost records.

A.3 Project Administration:

A.3.1 Maintain Project records and files within ProjectWise.

A.3.2 Maintain and encourage communication between all parties.

A.4 Stanley Team Project Meetings & Coordination:

A.4.1 Schedule and attend internal Project Progress meetings on a once a week basis to coordinate work. Meetings will be conducted electronically in most cases.

A.4.1.1 Review status and progress of individual portions of the Project.

A.4.1.2 Review Project budget, draft reports and memorandums.

A.4.1.3 Discuss information required from MGNWC and other sources.

A.4.1.4 Discuss upcoming decisions required of MGNWC and timeframe to finalize.

A.4.1.5 Discuss implementation of MGNWC instructions.

A.4.2 Prepare meeting minutes.

A.5 MGNWC Operating Staff Workshops:

A.5.1 Schedule one project initiation meeting concurrently with MGNWC formation meeting on July 7, 2017.

A.5.1.1 Consult with MGNWC to define and clarify MGNWC's requirements for the Project and review available data. Discuss invoicing procedures, overall project schedule, and critical Project needs.

A.5.1.2 Determine schedule and agendas for future meetings.

A.5.1.3 Assist preparation of MGNWC authorization matrix.

A.5.1.4 Prepare meeting minutes.

A.5.2 Schedule and attend Operating Staff Workshops on twice-a-month schedule acceptable to MGNWC.

A.5.2.1 Discuss operational issues associated with the transfer of the MGNWC's water supply from Chicago to Evanston.

A.5.2.2 Discuss proposed capital improvements.

A.5.2.3 Discuss preferences and concerns.

A.5.3 Prepare meeting minutes.

A.6 Monthly Progress Report:

A.6.1 Prepare written monthly progress reports for distribution as directed.

A.7 Board/Committee Meetings:

A.7.1 Attend meetings with the MGNWC's boards and board committees (Villages and Commission) as requested by MGNWC and without limit.

A.7.1.1 Prepare educational displays/presentations to communicate meeting topics.

A.8 Stakeholder Meetings (Skokie, Public, Hearings, etc.):

A.8.1 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.

A.8.2 Prepare educational displays/presentations to communicate meeting topics.

A.8.3 Prepare meeting minutes.

- A.9 Project Funding and Land Acquisition Assistance:
 - A.9.1 Assist MGNWC to secure Project funding by providing information and attending meetings as requested.
 - A.9.2 Assist MGNWC to acquire properties and easements with services listed below.
 - A.9.2.1 Preparation of plats and legal descriptions, asbestos abatement inspections, and professional acquisition services as included in Section M.
- A.10 IDOT, CCHD, JOINT IDNR/USACE, MWRDGC, and CCBD Permit Management & Coordination:
 - A.10.1 Assist MGNWC with preparation of permit application materials and meet with Agencies to assist the procurement of required permits.
- A.11 IEPA Permit & SRF Management & Coordination:
 - A.11.1 Prepare the required documentation for signature by MGNWC and meet with the Agency to assist the procurement of Project permits and funding (as available).
- A.12 Skokie Permit Management & Coordination:
 - A.12.1 Prepare the required documentation and meet with the Village of Skokie to assist MGNWC with the procurement of needed permits and agreements.
- A.13 Project Contract Sequencing, Improvements Scheduling, & Construction Operational Plan:
 - A.13.1 As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
- A.14 Project Development Report Updates:
 - A.14.1 Prepare Project Development Report updates for inclusion in the PDR as the design evolves.
- A.15 Quality Assurance and Quality Control (QA/QC) (General):
 - A.15.1 Supervise, conduct and document quality assurance and control activities during the development of the designs for Project improvements.
- A.16 Engineer's Opinion of Probable Cost (General):
 - A.16.1 Review, standardize, and update opinions of probable cost prepared by design team.
- A.17 Vulnerability Analysis:
 - A.17.1 Prepare Vulnerability Analysis in conformance with AWWA Standards and Manual of Practice.
 - A.17.2 Include transmission mains and major crossings (Under the Edens Expressway, Under Metra, and two crossings of the North Branch of the Chicago River), connection facilities, pump stations, and standpipe.
 - A.17.3 Review findings with MGNWC and modify report as appropriate.
 - A.17.4 Incorporate findings in facilities design as directed by MGNWC.
 - A.17.5 Produce as supplement to the Project Development Report.

A.18 Specifications Standardization:

- A.18.1 Prepare standardized bidding documents, general and special conditions, and specification front end requirements for use by design teams.
- A.18.2 Bidding documents will use EJCDC General Conditions. Specifications will use CSI format.

A.19 Allocation of Benefits Calculations Assistance:

- A.19.1 Assist MGNWC with defining allocation of transmission system capital and maintenance costs between Morton Grove and Niles based on the respective MGNWC system benefits.

B. East Transmission Main Package (Primary Subconsultant: Applied Technologies)

The intent of this work is to prepare plan and profile drawings and specifications for the 30-inch transmission main from the Evanston Connection Point to Suffield Court approximately 200 feet west of Gross Point Road (approximately 18,200 linear feet of pipe). This segment includes coordinating connection to the Intermediate Pump Station and the Evanston Connection Point. The Intermediate Pump Station is anticipated to be located somewhere within the area bounded by Golf Road to the north, Church Street on the south, McCormick Boulevard on the east, and Lowell Avenue on the west.

B.1 Project Meetings:

This item includes any costs related to attending Project meetings below, including expenses.

- B.1.1 Attend Bimonthly Project Progress Meetings with MGNWC for duration of the Project. This includes Project Kickoff Meeting.
- B.1.2 Attend Design Coordination Meetings with the Project Team for the duration of the Project.
- B.1.3 Attend weekly transmission main design team meeting for the duration of plan and profile development.
- B.1.4 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.
- B.1.5 Attend Pre-Bid Meeting.
- B.1.6 Attend Public Hearings as requested.

B.2 Permitting and Land Acquisition Assistance:

- B.2.1 Assist Stanley in aiding MGNWC's procurement of permits as required to complete this work.
- B.2.2 Assist Stanley in aiding MGNWC's acquisition of easement and properties needed for this transmission main package from an engineering perspective. This item does not include the services required for preparing plats and professional acquisition services; those are listed in Section M.

B.3 Project Contract Sequencing, Improvements Scheduling, and Construction Operations Plan:

- B.3.1 Assist Stanley in defining sequencing of project construction contracts.
- B.3.2 Assist Stanley in defining improvements schedule.
- B.3.3 Assist Stanley in defining construction operations plan.

- B.4 30% Preliminary Plan and Profile Drawings:**
- B.4.1** Address comments from Project Development Report as provided by MGNWC as those comments relate to this Package.
 - B.4.2** Prepare preliminary drawing set, which will convey information about the transmission main's fundamental elements. This work includes the following:
 - B.4.2.1** Assist Stanley in preparation of preliminary cover, index, standards lists, and notes sheets.
 - B.4.2.2** Prepare preliminary detail drawings.
 - B.4.2.3** Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder main, including known existing underground utilities.
 - B.4.2.4** Prepare preliminary roadway resurfacing plan.
 - B.4.3** Provide preliminary specifications index.
 - B.4.4** Submit above as 30% design submittal to:
 - B.4.4.1** Project Review Team for QA/QC.
 - B.4.4.2** MGNWC for review.
- B.5 Alignment Field Verification:**
- B.5.1** Review survey results and compare results to 30% plan drawings.
 - B.5.2** Identify utility conflicts with preliminary pipeline alignment.
 - B.5.3** Consider potential utility conflict resolutions and develop alternatives:
 - B.5.3.1** Relocate/replace utilities.
 - B.5.3.2** Realign transmission main.
 - B.5.3.3** Submit above for utility review.
- B.6 Tree and Sign Inventories:**
- B.6.1** Compile an inventory of the trees that will be removed or pruned due to construction, as well as roadway signs that could be impacted by construction.
 - B.6.2** Maintain tree inventory as provided by survey.
- B.7 75% Critical Crossings Plan and Profile Drawings:**
- B.7.1** Prepare draft of plan and profile drawings for critical crossings. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - B.7.1.1** Prepare draft plan and profile drawing for the intersection of McCormick Boulevard and Golf Road.
 - B.7.1.2** Prepare draft plan and profile drawing for crossing Gross Point Road
 - B.7.1.3** Prepare draft plan and profile drawing for crossing Niles Center Road

B.8 75% Permit Plan and Profile Drawings and Specifications:

- B.8.1 Address comments from the 30% submittal as provided by Project Review Team and MGNWC.
- B.8.2 Discuss design elements with Village of Skokie staff.
- B.8.3 Prepare draft drawing set, which will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification.
 - B.8.3.1 Review and incorporate draft cover, index, standards lists, and notes sheets.
 - B.8.3.2 Review and incorporate draft erosion control plan prepared by Stanley into plan set.
 - B.8.3.3 Prepare draft demolition plan.
 - B.8.3.4 Prepare draft landscaping replacement plan prepared by Stanley into plan set.
 - B.8.3.5 Review and incorporate draft traffic detour plan prepared by Stanley into plan set.
 - B.8.3.6 Prepare draft detail drawings.
 - B.8.3.7 Prepare draft transmission main plan and profile drawings showing the alignment of the transmission mains and distribution feeder main including existing underground utilities.
 - B.8.3.8 Prepare draft roadway resurfacing plan.
- B.8.4 Assist Stanley with draft transmission main specifications, including general requirements and technical specifications.
- B.8.5 Submit the 75% draft drawings and specifications to:
 - B.8.5.1 Project Review Team for QA/QC.
 - B.8.5.2 MGNWC for review.
 - B.8.5.3 Skokie for comment.

B.9 90% Construction Plan and Profile Drawings and Specifications:

- B.9.1 Address comments from the 75% submittal as provided by Project Review Team, MGNWC, and Village of Skokie.
- B.9.2 Prepare prefinal drawing set, which will be near completion and ready for agency review.
 - B.9.2.1 Review and incorporate prefinal cover, index, standards lists, and notes sheets.
 - B.9.2.2 Review and incorporate prefinal erosion control plan.
 - B.9.2.3 Prepare prefinal demolition plan.
 - B.9.2.4 Review and incorporate prefinal landscaping replacement plan.
 - B.9.2.5 Review and incorporate prefinal traffic detour plan.
 - B.9.2.6 Prepare prefinal detail drawings.
 - B.9.2.7 Prepare prefinal transmission main plan and profile drawings showing the alignment of the transmission mains and distribution feeder main, including existing underground utilities.
 - B.9.2.8 Prepare prefinal roadway resurfacing plan.
- B.9.3 Assist Stanley with prefinal transmission main specifications, including general requirements and technical specifications.
- B.9.4 Submit above as 90% design submittal to:
 - B.9.4.1 Project Review Team for QA/QC.
 - B.9.4.2 MGNWC for review.
 - B.9.4.3 Permitting agencies as required.
 - B.9.4.4 Utilities for review.

- B.10 100% Bidding Documents:
 - B.10.1 Prepare, sign, and seal final drawing set.
 - B.10.2 Prepare, sign, and seal final specifications.
 - B.10.3 Incorporate front end bidding documents provided by Stanley in specifications. Prepare final drawing set. Bidding documents will use EJCDC format General Conditions. Specifications will use CSI format.
 - B.10.4 Submit the 100% complete drawings and specifications to:
 - B.10.4.1 MGNWC for review.

- B.11 Engineer's Opinion of Probable Cost (75% and 90%):
 - B.11.1 75% Opinion of Probable Cost
 - B.11.1.1 Calculate quantities and prepare draft opinion based on 75% design.
 - B.11.1.2 Submit 75% opinion with 75% design submittal to:
 - B.11.1.2.1 Project Review Team for QA/QC.
 - B.11.1.2.2 MGNWC for review.
 - B.11.2 90% Opinion of Probable Cost
 - B.11.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.
 - B.11.2.2 Update quantity calculations and prepare prefinal opinion of probable cost based on 90% design.
 - B.11.2.3 Submit 90% opinion with 90% design submittal to:
 - B.11.2.3.1 Project Review Team for QA/QC.
 - B.11.2.3.2 MGNWC for review.

- B.12 Quality Assurance and Quality Control (QA/QC):
 - B.12.1 Perform informal QA/QC of draft documents throughout project.
 - B.12.2 Perform formal QA/QC of design submittals completed by other transmission main package teams.

- B.13 Skokie Road Improvements (Foster Ave – between Monticello and Ridgeway):
 - B.13.1 Prepare plan & profile, cross sections, storm sewer design, pavement design, driveway details:
 - B.13.1.1 30% submittal
 - B.13.1.2 75% submittal
 - B.13.1.3 90% submittal & opinion of probable cost
 - B.13.1.4 Final

- B.14 Addenda Preparation Assistance:
 - B.14.1 Assist Stanley with responses to bidders' questions during the bid period. Assist Stanley in preparation of necessary addenda.

- B.15 Bid Review Assistance:
 - B.15.1 Assist Stanley in evaluation of bids and make recommendation of award of contract.

- B.16 Conformed Contract Documents:
 - B.16.1 Address comments to 100% bidding documents as provided in bidding phase.
 - B.16.2 Prepare post-100% design submittal, including drawings and specifications.
 - B.16.3 Submit post-100% submittal to MGNWC.

C. Central Transmission Main Package (Primary Subconsultant: Ciorba Group, Inc.)

The intent of this work is to prepare plan and profile drawings and specifications for the 30-inch transmission main from Suffield Court approximately 200 feet west of Gross Point Road to the MGNWC Standpipe and Pump Station (approximately 15,400 linear feet of pipe). This segment includes redundant piping at the crossing of the Eden's expressway, redundant piping under Metra railroad tracks, and coordinating connection to the MGNWC Standpipe and Pump Station.

C.1 Project Meetings:

This item includes costs related to attending Project meetings below, including expenses.

- C.1.1 Attend Bimonthly Project Progress Meetings with MGNWC for duration of the Project. This includes Project Kickoff Meeting.
- C.1.2 Attend Design Coordination Meetings with the Project Team for the duration of the Project.
- C.1.3 Attend weekly transmission main design team meeting for the duration of plan and profile development.
- C.1.4 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.
- C.1.5 Attend Pre-Bid Meeting.
- C.1.6 Attend Public Hearings.

C.2 Permitting and Land Acquisition Assistance:

- C.2.1 Assist Stanley in aiding MGNWC's procurement of permits as required to complete this work.
- C.2.2 Assist Stanley in aiding MGNWC's acquisition of easements and properties needed for this transmission main package from an engineering perspective. This item does not include the services required for preparing plats and professional acquisition services; those are listed in Section M.

C.3 Project Contract Sequencing, Improvements Scheduling, and Construction Operations Plan:

- C.3.1 Assist Stanley in defining sequencing of project construction contracts.
- C.3.2 Assist Stanley in defining improvements schedule.
- C.3.3 Assist Stanley in defining construction operations plan.

C.4 30% Preliminary Plan and Profile Drawings:

- C.4.1 Address comments from Project Development Report as provided by MGNWC as they relate to this Package.
- C.4.2 Prepare preliminary drawing set, which will convey information about the transmission main's fundamental elements. This work includes the following:
 - C.4.2.1 Assist Stanley in preparation of preliminary cover, index, standards lists, and notes sheets.
 - C.4.2.2 Prepare preliminary detail drawings.
 - C.4.2.3 Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder main, including known existing underground utilities.
 - C.4.2.4 Prepare preliminary roadway resurfacing plan.
- C.4.3 Provide preliminary specifications index.

- C.4.4 Submit above as 30% design submittal to:
 - C.4.4.1 Project Review Team for QA/QC.
 - C.4.4.2 MGNWC for review.
- C.5 Alignment Field Verification:
 - C.5.1 Review survey results and compare results to 30% plan drawings.
 - C.5.2 Identify utility conflicts with preliminary pipeline alignment.
 - C.5.3 Consider potential utility conflict resolutions and develop alternatives:
 - C.5.3.1 Relocate/replace utilities.
 - C.5.3.2 Realign transmission main.
 - C.5.3.3 Submit above for utility review.
- C.6 Tree and Sign Inventories:
 - C.6.1 Compile an inventory of the trees that will be removed or pruned due to construction, as well as roadway signs that could be impacted by construction.
 - C.6.2 Maintain tree inventory as provided by survey.
- C.7 75% Critical Crossings Plan and Profile Drawings:
 - C.7.1 Prepare draft of plan and profile drawings for critical crossings. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - C.7.1.1 Prepare draft plan and profile drawing for two 30-inch water mains with casing pipes crossing underneath Interstate 94 (Edens Expressway).
 - C.7.1.2 Prepare draft plan and profile drawing for two 30-inch water mains with casing pipes crossing underneath the Metra railroad tracks.
- C.8 75% Permit Plan and Profile Drawings and Specifications:
 - C.8.1 Address comments from the 30% submittal as provided by Project Review Team and MGNWC.
 - C.8.2 Discuss design elements with Village of Skokie / Morton Grove staff.
 - C.8.3 Prepare draft drawing set, which will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification.
 - C.8.3.1 Review and incorporate draft cover, index, standards lists, and notes sheets.
 - C.8.3.2 Review and incorporate draft erosion control plan prepared by Stanley into plan set.
 - C.8.3.3 Prepare draft demolition plan.
 - C.8.3.4 Prepare draft landscaping replacement plan prepared by Stanley into plan set.
 - C.8.3.5 Review and incorporate draft traffic detour plan prepared by Stanley into plan set.
 - C.8.3.6 Prepare draft detail drawings.

- C.8.3.7 Prepare draft transmission main plan and profile drawings showing the alignment of the transmission mains and distribution feeder main including existing underground utilities.
 - C.8.3.8 Prepare draft roadway resurfacing plan.
 - C.8.4 Assist Stanley with draft transmission main specifications, including general requirements and technical specifications.
 - C.8.5 Submit the 75% draft drawings and specifications to:
 - C.8.5.1 Project Review Team for QA/QC.
 - C.8.5.2 MGNWC for review.
 - C.8.5.3 Skokie / Morton Grove for comment.
- C.9 90% Construction Plan and Profile Drawings and Specifications:
 - C.9.1 Address comments from the 75% submittal as provided by Project Review Team, MGNWC, and Village of Skokie / Morton Grove.
 - C.9.2 Prepare prefinal drawing set, which will be near completion and ready for agency review.
 - C.9.2.1 Review and incorporate prefinal cover, index, standards lists, and notes sheets.
 - C.9.2.2 Review and incorporate prefinal erosion control plan.
 - C.9.2.3 Prepare prefinal demolition plan.
 - C.9.2.4 Review and incorporate prefinal landscaping replacement plan.
 - C.9.2.5 Review and incorporate prefinal traffic detour plan.
 - C.9.2.6 Prepare prefinal detail drawings.
 - C.9.2.7 Prepare prefinal transmission main plan and profile drawings showing the alignment of the transmission mains and distribution feeder main, including existing underground utilities.
 - C.9.2.8 Prepare prefinal roadway resurfacing plan.
 - C.9.3 Assist Stanley with prefinal transmission main specifications, including general requirements and technical specifications.
 - C.9.4 Submit above as 90% design submittal to:
 - C.9.4.1 Project Review Team for QA/QC.
 - C.9.4.2 MGNWC for review.
 - C.9.4.3 Permitting agencies as required.
 - C.9.4.4 Utilities for review.
- C.10 100% Bidding Documents:
 - C.10.1 Prepare, sign, and seal final drawing set.
 - C.10.2 Prepare, sign, and seal final specifications.
 - C.10.3 Incorporate bidding documents provided by Stanley into Specifications. Prepare final drawing set. Bidding documents will use EJCDC General Conditions. Specifications will use CSI format.
 - C.10.4 Submit the 100% complete drawings and specifications to:
 - C.10.4.1 MGNWC for review.
- C.11 Engineer's Opinion of Probable Cost (75% and 90%):
 - C.11.1 75% Opinion of probable cost
 - C.11.1.1 Calculate quantities and prepare draft cost estimate based on 75% design.
 - C.11.1.2 Submit 75% opinion of probable cost with 75% design submittal to:
 - C.11.1.2.1 Project Review Team for QA/QC.
 - C.11.1.2.2 MGNWC for review.

C.11.2 90% Estimate

- C.11.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.
- C.11.2.2 Update quantity calculations and prepare prefinal opinion of probable cost based on 90% design.
- C.11.2.3 Submit 90% opinion of probable cost with 90% design submittal to:
 - C.11.2.3.1 Project Review Team for QA/QC.
 - C.11.2.3.2 MGNWC for review.

C.12 Quality Assurance and Quality Control (QA/QC):

- C.12.1 Perform informal QA/QC of draft documents throughout project.
- C.12.2 Perform formal QA/QC of design submittals completed by other transmission main package teams.

C.13 Addenda Preparation Assistance:

- C.13.1 Assist Stanley with responses to bidders' questions during the bid period. Assist Stanley in preparation of necessary addenda.

C.14 Bid Review Assistance:

- C.14.1 Assist Stanley in evaluation of bids and make recommendation of award of contract.

C.15 Conformed Contract Documents:

- C.15.1 Address comments to 100% bidding documents as provided in bidding phase.
- C.15.2 Prepare post-100% design submittal, including drawings and specifications.
- C.15.3 Submit post-100% submittal to MGNWC.

D. West Transmission Main Package (Primary Subconsultant: Strand Associates)

The intent of this work is to prepare plan and profile drawings and specifications for: the 20-inch transmission main from the MGNWC Standpipe and Pump Station to the Morton Grove South Reservoir; the 20-inch transmission main from the MGNWC Standpipe and Pump Station to the Niles Main Plant (approximately 11,300 linear feet of pipe); and the 16-inch transmission main from the MGNWC Standpipe and Pump Station to Howard Street and Caldwell Avenue (approximately 3,000 linear feet of pipe). This segment includes coordinating connection to MGNWC Standpipe and Pump Station, redundant piping to cross the North Branch of the Chicago River to Morton Grove, The Morton Grove South Reservoir, redundant piping to cross the North Branch of the Chicago River to Niles, and the Niles Main Plant. Also included is significant work required to coordinate design between the three transmission main and one pipeline maintenance packages; Strand Associates is service and transmission mains design lead for the Engineering Team.

D.1 Project Meetings:

This item includes costs related to attending Project meetings below, including expenses.

- D.1.1 Attend Bimonthly Project Progress Meetings with MGNWC for duration of the Project. This includes Project Kickoff Meeting.
- D.1.2 Attend Design Coordination Meetings with the Project Team for the duration of the Project.
- D.1.3 Coordinate and facilitate weekly transmission main design team meeting for the duration of plan and profile development.

- D.1.4 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.
 - D.1.5 Attend Pre-Bid Meeting.
 - D.1.6 Attend Public Hearing(s).
- D.2 Permitting and Land Acquisition Assistance:
- D.2.1 Coordinate and facilitate all transmission main and pipeline teams' permitting and land acquisition assistance.
 - D.2.2 Assist Stanley in aiding MGNWC's procurement of permits as required to complete this work.
 - D.2.3 Assist Stanley in aiding MGNWC's acquisition of easements and properties needed for this transmission main package from an engineering perspective. This item does not include the services required for preparing plats and professional acquisition services; those are listed in Section M.4.
- D.3 Project Contract Sequencing, Improvements Scheduling, and Construction Operations Plan:
- D.3.1 Assist Stanley in defining sequencing of project construction contracts.
 - D.3.2 Assist Stanley in defining improvements schedule.
 - D.3.3 Assist Stanley in defining construction operations plan.
 - D.3.4 Coordinate and facilitate all transmission main and pipeline teams' response.
- D.4 Standard Specifications, Details, and Plan Appearance:
- D.4.1 Prepare standardized technical specification guide document for MGNWC infrastructure items. Communicate with Project Team to maintain standard style of specification writing. Items associated with village-specific infrastructure are not included.
 - D.4.2 Prepare standardized detail drawings guide document for MGNWC infrastructure items. Communicate with Project Team to maintain standard style of detail drawings. Items associated with village-specific infrastructure are not included.
 - D.4.3 Prepare standardized plan and profile drawing guide document. Communicate with the Project Team to maintain standard style of plan and profile drawings.
- D.5 30% Preliminary Plan and Profile Drawings:
- D.5.1 Address comments from Project Development Report as provided by MGNWC as relate to this Package.
 - D.5.2 Prepare preliminary drawing set, which will convey information about the transmission main's fundamental elements. This work includes the following:
 - D.5.2.1 Assist Stanley in preparation of preliminary cover, index, standards lists, and notes sheets.
 - D.5.2.2
 - D.5.2.3 Prepare preliminary detail drawings.
 - D.5.2.4 Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder main, including known existing underground utilities.
 - D.5.2.5 Prepare preliminary roadway resurfacing plan.
 - D.5.3 Provide preliminary specifications index.

- D.5.4 Submit above as 30% design submittal to:
 - D.5.4.1 Project Review Team for QA/QC.
 - D.5.4.2 MGNWC for review.

D.6 Alignment Field Verification:

- D.6.1 Review survey results and compare results to 30% plan drawings.
- D.6.2 Identify utility conflicts with preliminary pipeline alignment.
- D.6.3 Determine utility conflict resolutions:
 - D.6.3.1 Relocate/replace utilities.
 - D.6.3.2 Realign transmission main.
 - D.6.3.3 Submit above for utility review.

D.7 Wetlands Consultations and Tree and Sign Inventories:

- D.7.1 Identify wetlands that will be affected by the project, if any.
- D.7.2 Review wetland restoration options if wetlands are affected by work.
- D.7.3 Compile an inventory of the trees that will be removed or pruned due to construction, as well as roadway signs that could be impacted by construction.
- D.7.4 Maintain tree inventory as provided by survey.

D.8 75% Critical Crossings Plan and Profile Drawings:

- D.8.1 Prepare draft of plan and profile drawings for critical crossings. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - D.8.1.1 Prepare draft plan and profile drawing for two 20-inch water mains crossings underneath the North Branch of the Chicago River at Caldwell Avenue.
 - D.8.1.2 Prepare draft plan and profile drawings for Vapor Lane from Howard Street to Nagle Avenue.
 - D.8.1.3 Prepare draft plan and profile drawings for Howard Street from Vapor Lane to Caldwell Avenue.
 - D.8.1.4 Prepare draft plan and profile drawings for Caldwell Avenue from Howard Street to Jarvis Avenue.
 - D.8.1.5 Prepare draft plan and profile drawings for Waukegan Road from Milwaukee Avenue to Niles Terrace.
 - D.8.1.6 Prepare draft plan and profile drawings for Milwaukee Avenue crossing at Waukegan Road.
 - D.8.1.7 Prepare draft plan and profile drawings for Oakton Street and Caldwell Avenue crossings.
 - D.8.1.8 Prepare draft plan and profile drawings for one 20-inch river crossing from Jarvis west to Niles Terrance.

D.9 75% Permit Plan and Profile Drawings and Specifications:

- D.9.1 Address comments from the 30% submittal as provided by Project Review Team and MGNWC.
- D.9.2 Discuss design elements with Villages of Morton Grove and Niles staff.

- D.9.3 Prepare draft drawing set, which will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification.
 - D.9.3.1 Review and incorporate draft cover, index, standards lists, and notes sheets.
 - D.9.3.2 Review and incorporate draft erosion control plan prepared by Stanley into plan set.
 - D.9.3.3 Prepare draft demolition plan.
 - D.9.3.4 Prepare draft landscaping replacement plan prepared by Stanley into plan set.
 - D.9.3.5 Review and incorporate draft traffic detour plan prepared by Stanley into plan set.
 - D.9.3.6 Prepare draft detail drawings.
 - D.9.3.7 Prepare draft transmission main plan and profile drawings showing the alignment of the transmission mains and distribution feeder main including existing underground utilities.
 - D.9.3.8 Prepare draft roadway resurfacing plan.
- D.9.4 Prepare draft transmission main specifications, and Village of Niles infrastructure specifications including general requirements and technical specifications.
- D.9.5 Submit the 75% draft drawings and specifications to:
 - D.9.5.1 Project Review Team for QA/QC.
 - D.9.5.2 MGNWC for review.
 - D.9.5.3 Morton Grove and Niles for comment.
- D.10 90% Construction Plan and Profile Drawings and Specifications:
 - D.10.1 Address comments from the 75% submittal as provided by Project Review Team, MGNWC, and Villages of Morton Grove and Niles.
 - D.10.2 Prepare prefinal drawing set, which will be near completion and ready for agency review.
 - D.10.2.1 Review and incorporate prefinal cover, index, standards lists, and notes sheets.
 - D.10.2.2 Review and incorporate prefinal erosion control plan.
 - D.10.2.3 Prepare prefinal demolition plan.
 - D.10.2.4 Review and incorporate prefinal landscaping replacement plan.
 - D.10.2.5 Review and incorporate prefinal traffic detour plan.
 - D.10.2.6 Prepare prefinal detail drawings.
 - D.10.2.7 Prepare prefinal transmission main plan and profile drawings showing the alignment of the transmission mains and distribution feeder main, including existing underground utilities.
 - D.10.2.8 Prepare prefinal roadway resurfacing plan.
 - D.10.3 Prepare prefinal transmission main specifications, including general requirements and technical specifications. .
 - D.10.4 Submit above as 90% design submittal to:
 - D.10.4.1 Project Review Team for QA/QC.
 - D.10.4.2 MGNWC for review.
 - D.10.4.3 Permitting agencies as required.
 - D.10.4.4 Utilities for review.

D.11 100% Bidding Documents:

- D.11.1 Prepare, sign, and seal final drawing set.
- D.11.2 Prepare, sign, and seal final specifications.
- D.11.3 Incorporate bidding documents prepared by Stanley in Specifications. Prepare final drawing set. Bidding documents will use EJCDC format General Conditions. Specifications will use CSI format.
- D.11.4 Submit the 100% complete drawings and specifications to:
 - D.11.4.1 MGNWC for review.

D.12 Engineer's Opinion of Probable Cost (75% and 90%):

- D.12.1 75% Opinion of probable cost
 - D.12.1.1 Calculate quantities and prepare draft cost estimate based on 75% design.
 - D.12.1.2 Submit 75% opinion of probable cost with 75% design submittal to:
 - D.12.1.2.1 Project Review Team for QA/QC.
 - D.12.1.2.2 MGNWC for review.
- D.12.2 90% Estimate
 - D.12.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.
 - D.12.2.2 Update quantity calculations and prepare prefinal opinion of probable cost based on 90% design.
 - D.12.2.3 Submit 90% opinion of probable cost with 90% design submittal to:
 - D.12.2.3.1 Project Review Team for QA/QC.
 - D.12.2.3.2 MGNWC for review.

D.13 Quality Assurance and Quality Control (QA/QC):

- D.13.1 Perform informal QA/QC of draft documents throughout project.
- D.13.2 Perform formal QA/QC of design submittals completed by other transmission main package teams.

D.14 Addenda Preparation Assistance:

- D.14.1 Assist Stanley with responses to bidders' questions during the bid period. Assist Stanley in preparation of necessary addenda.
- D.14.2 Coordinate and facilitate all transmission main and pipeline teams' response.

D.15 Bid Review Assistance:

- D.15.1 Assist Stanley in evaluation of bids and make recommendation of award of contract.

D.16 Conformed Contract Documents:

- D.16.1 Coordinate all transmission main and pipeline teams' final documents.
- D.16.2 Address comments to 100% bidding documents as provided in bidding phase.
- D.16.3 Prepare post-100% design submittal, including drawings and specifications.
- D.16.4 Submit post-100% submittal to MGNWC.

E. Pipeline Maintenance Package (Primary Subconsultant: Robinson Engineering)

The intent of this work is to prepare plan and profile drawings and specifications for pipeline maintenance activities for the existing feeder main from the Morton Grove South Reservoir to Morton Grove North Reservoir (inserting approximately 14,000 linear feet of 20-inch structural pipe liner). This segment includes coordinating connections to the Morton Grove South Reservoir and Morton Grove North Reservoir.

E.1 Project Meetings:

This item includes costs related to attending Project meetings below, including expenses.

- E.1.1 Attend Bimonthly Project Progress Meetings with MGNWC for duration of the Project. This includes Project Kickoff Meeting.
- E.1.2 Attend Design Coordination Meetings with the Project Team for the duration of the Project.
- E.1.3 Attend weekly transmission main design team meeting for the duration of plan and profile development.
- E.1.4 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.
- E.1.5 Attend Pre-Bid Meeting.
- E.1.6 Attend Public Hearings.

E.2 Permitting Assistance:

- E.2.1 Assist Stanley in aiding MGNWC's procurement of permits as required to complete this work.
- E.2.2 The work does not include acquiring permits from the Cook County Forest Preserve District.

E.3 30% Preliminary Plan and Profile Drawings:

- E.3.1 Address comments from Project Development Report as provided by MGNWC as they relate to this Package.
- E.3.2 Prepare preliminary drawing set, which will convey information about the maintenance work fundamental elements. This work includes the following:
 - E.3.2.1 Assist Stanley in preparation of preliminary cover, index, standards lists, and notes sheets.
 - E.3.2.2 Prepare preliminary detail drawings.
 - E.3.2.3 Prepare preliminary structural liner plan drawings including known existing underground utilities and proposed excavation locations.
 - E.3.2.4 Prepare preliminary roadway patching plan.
- E.3.3 Provide preliminary specifications index.
- E.3.4 Submit above as 30% design submittal to:
 - E.3.4.1 Project Review Team for QA/QC.
 - E.3.4.2 MGNWC for review.

E.4 75% Permit Plan and Profile Drawings and Specifications:

- E.4.1 Address comments from the 30% submittal as provided by Project Review Team and MGNWC.
- E.4.2 Discuss design elements with Villages of Morton Grove and Niles staff.

- E.4.3 Prepare draft drawing set, which will show the work in sufficient detail that a contractor can recognize general maintenance elements and requirements.
 - E.4.3.1 Review and incorporate draft cover, index, standards lists, and notes sheets.
 - E.4.3.2 Review and incorporate draft erosion control plan prepared by Stanley into plan set.
 - E.4.3.3 Review and incorporate draft traffic detour plan prepared by Stanley into plan set.
 - E.4.3.4 Prepare draft detail drawings.
 - E.4.3.5 Prepare draft maintenance plan and profile drawings showing the alignment of the existing water mains including existing underground utilities.
- E.4.3.6 Prepare draft roadway patching plan.
- E.4.3.7 Prepare draft structural liner specifications, including general requirements and technical specifications.
- E.4.4 Submit the 75% draft drawings and specifications to:
 - E.4.4.1 Project Review Team for QA/QC.
 - E.4.4.2 MGNWC for review.
 - E.4.4.3 Morton Grove and Niles for comment.
- E.5 90% Construction Plan and Profile Drawings and Specifications:
 - E.5.1 Address comments from the 75% submittal as provided by Project Review Team, MGNWC, and Village of Morton Grove and Niles.
 - E.5.2 Prepare prefinal drawing set, which will be near completion and ready for agency review.
 - E.5.2.1 Review and incorporate prefinal cover, index, standards lists, and notes sheets.
 - E.5.2.2 Review and incorporate prefinal erosion control plan.
 - E.5.2.3 Review and incorporate prefinal traffic detour plan.
 - E.5.2.4 Prepare prefinal detail drawings.
 - E.5.2.5 Prepare prefinal maintenance plan and profile drawings showing the alignment of the existing transmission main, including existing underground utilities.
 - E.5.2.6 Prepare prefinal roadway patching plan.
 - E.5.3 Prepare prefinal structural liner specifications, including general requirements and technical specifications.
 - E.5.4 Submit above as 90% design submittal to:
 - E.5.4.1 Project Review Team for QA/QC.
 - E.5.4.2 MGNWC for review.
 - E.5.4.3 Permitting agencies as required.
 - E.5.4.4 Utilities for review.
- E.6 100% Bidding Documents:
 - E.6.1 Prepare, sign, and seal final drawing set.
 - E.6.2 Prepare, sign, and seal final specifications.
 - E.6.3 Incorporate bidding documents prepared by Stanley in project specifications. Prepare final drawing set. Bidding documents will use EJCDC format General Conditions. Specifications will use CSI format.
 - E.6.4 Submit the 100% complete drawings and specifications to:
 - E.6.4.1 MGNWC for review.

E.7 Engineer's Opinion of Probable Cost (75% and 90%):

E.7.1 75% Opinion of probable cost

E.7.1.1 Calculate quantities and prepare draft cost estimate based on 75% design.

E.7.1.2 Submit 75% opinion of probable cost with 75% design submittal to:

E.7.1.2.1 Project Review Team for QA/QC.

E.7.1.2.2 MGNWC for review.

E.7.2 90% Opinion of probable cost

E.7.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.

E.7.2.2 Update quantity calculations and prepare prefinal opinion of probable cost based on 90% design.

E.7.2.3 Submit 90% opinion of probable cost with 90% design submittal to:

E.7.2.3.1 Project Review Team for QA/QC.

E.7.2.3.2 MGNWC for review.

E.8 Quality Assurance and Quality Control (QA/QC):

E.8.1 Perform informal QA/QC of draft documents throughout project.

E.8.2 Perform formal QA/QC of design submittals completed by other transmission main package teams.

E.9 Addenda Preparation Assistance:

E.9.1 Assist Stanley with responses to bidders' questions during the bid period. Assist Stanley in preparation of necessary addenda.

E.10 Bid Review Assistance:

E.10.1 Assist Stanley in evaluation of bids and make recommendation of award of contract.

E.11 Conformed Contract Documents:

E.11.1 Address comments to 100% bidding documents as provided in bidding phase.

E.11.2 Prepare post-100% design submittal, including drawings and specifications.

E.11.3 Submit post-100% submittal to MGNWC.

F. Intermediate Pump Station Package

The intent of this work is to prepare the final design for the Intermediate Pump Station Facility to be located in the Village of Skokie north of Church Street and east of Lowell Avenue. Major components of the facility will include at a minimum one set of three pumps, electrical power supply, backup power generator, and system controls. Architectural and structural drawings will be prepared by Knight E/A. All other work will be completed by Stanley Consultants, Inc.

F.1 Project Meetings (Knight only):

This item includes costs of Knight E/A related to attending Project meetings below, including expenses.

F.1.1 Attend Bimonthly Project Progress Meetings with MGNWC for duration of the Project. This includes Project Kickoff Meeting.

F.1.2 Attend Design Coordination Meetings with the Project Team for the duration of the Project.

F.1.3 Attend weekly transmission main design team meeting for the duration of

F.1.4 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.

F.1.5 Attend Pre-Bid Meeting.

F.1.6 Attend Public Hearings.

F.2 Project Contract Sequencing, Improvements Scheduling, & Construction Operations Plan (Knight only):

F.2.1 Assist Stanley in defining sequencing of project construction contracts.

F.2.2 Assist Stanley in defining improvements schedule.

F.2.3 Assist Stanley in in defining construction operations plan.

F.3 30% Design Preliminary Plan Drawings (Stanley and Knight):

F.3.1 Address comments from Project Development Report as provided by MGNWC.

F.3.2 Prepare preliminary drawing set, which will convey information about the facilities' overall appearance and fundamental elements. This work includes the following:

F.3.2.1 Prepare preliminary general sheets (cover, index, standards lists, and notes).

F.3.2.2 Prepare preliminary site civil plan.

F.3.2.3 Prepare preliminary floor plan.

F.3.2.4 Prepare preliminary structural plan for foundations, walls and roof.

F.3.2.5 Prepare preliminary architectural plan with elevations.

F.3.2.6 Prepare preliminary mechanical plan inclusive of major water system piping, HVAC, and plumbing.

F.3.2.7 Prepare preliminary electrical power plan.

F.3.2.8 Prepare preliminary instrumentation plan.

F.3.2.9 Prepare preliminary site security plan inclusive of site access control, monitoring, and alarms.

F.3.3 Provide preliminary specifications index.

F.3.4 Submit above as 30% design submittal to:

F.3.4.1 Project Review Team for QA/QC.

F.3.4.2 MGNWC for review.

F.4 Zoning and Special Permit Documents (Stanley and Knight):

F.4.1 Prepare special use permit application for the Village of Skokie, Zoning Division. Coordinate with Skokie and MGNWC to update application as needed.

F.4.2 Provide architectural colored renderings for approval process.

- F.5 75% Permit Plan and Profile Drawings and Specifications (Stanley and Knight):
- F.5.1 Address comments from the 30% submittal as provided by the Project Review Team and MGNWC.
 - F.5.2 Prepare draft drawing set. Draft plan and section drawings will show the work in sufficient detail that a contractor can recognize general pump station elements and requirements for construction. This work includes the following:
 - F.5.2.1 Prepare draft general sheets (cover, index, standards lists, and notes).
 - F.5.2.2 Prepare draft site civil plan.
 - F.5.2.3 Prepare draft erosion control and protection plan.
 - F.5.2.4 Prepare draft demolition plan (if required).
 - F.5.2.5 Prepare draft floor plan with major equipment, facilities, and walls.
 - F.5.2.6 Prepare draft structural plan for foundations, walls, and roofs; and section drawings.
 - F.5.2.7 Prepare draft architectural plans, elevations, and section drawings.
 - F.5.2.8 Prepare draft mechanical plan and section drawings including process piping, HVAC, and plumbing.
 - F.5.2.9 Prepare draft electrical plan including power supply and lighting.
 - F.5.2.10 Prepare draft instrumentation plan including controls.
 - F.5.2.11 Prepare draft site security plan inclusive of site access control, monitoring, and alarms.
 - F.5.2.12 Prepare draft detail drawings.
 - F.5.3 Prepare all draft specifications, including general requirements and technical specifications.
 - F.5.4 Submit above as 75% design submittal to:
 - F.5.4.1 Project Review Team for QA/QC.
 - F.5.4.2 MGNWC for review.
 - F.5.4.3 All permitting agencies.
- F.6 90% Construction Plan and Profile Drawings and Specifications (Stanley and Knight):
- F.6.1 Address comments from the 75% submittal as provided by the Project Review Team and MGNWC.
 - F.6.2 Prepare prefinal drawing set, which will be near completion and ready for agency review. This work will includes the following:
 - F.6.2.1 Prepare prefinal general sheets (cover, index, standards lists, and notes).
 - F.6.2.2 Prepare prefinal site civil plan.
 - F.6.2.3 Prepare prefinal erosion control and protection plan.
 - F.6.2.4 Prepare prefinal demolition plan (if required).
 - F.6.2.5 Prepare prefinal floor plan with equipment, facilities and walls.
 - F.6.2.6 Prepare prefinal structural plan for foundations walls and roofs and section drawings.
 - F.6.2.7 Prepare prefinal architectural plans, elevations, and section drawings.
 - F.6.2.8 Prepare prefinal mechanical plan and section drawings with process piping, HVAC and plumbing.
 - F.6.2.9 Prepare prefinal electrical power and lighting plans.
 - F.6.2.10 Prepare prefinal instrumentation and control plans.

- F.6.2.11 Prepare prefinal site security plan inclusive of site access control, monitoring, and alarms.
- F.6.2.12 Prepare prefinal detail drawings.
- F.6.3 Prepare all draft specifications, including general, erosion control, demolition, structural, architectural, mechanical, electrical, and instrumentation.
- F.6.4 Submit above as 90% design submittal to:
 - F.6.4.1 Project Review Team for QA/QC.
 - F.6.4.2 MGNWC for review.
 - F.6.4.3 Permitting agencies as required.
 - F.6.4.4
- F.7 100% Bidding Documents (Stanley and Knight):
 - F.7.1 Address comments from the 90% submittal as provided by the Project Review Team and MGNWC.
 - F.7.2 Prepare, sign, and seal final drawing set.
 - F.7.3 Prepare, sign, and seal final specifications.
 - F.7.4 Prepare bidding documents containing the final drawing set and specifications.
 - F.7.5 Submit the 100% complete drawings and specifications to MGNWC.
- F.8 Engineer's Opinion of Probable Cost (75% and 90%) (Stanley and Knight):
 - F.8.1 75% Opinion of probable cost
 - F.8.1.1 Prepare draft opinion of probable cost based on 75% design.
 - F.8.1.2 Submit 75% opinion of probable cost with 75% design submittal to:
 - F.8.1.2.1 Project Review Team for QA/QC.
 - F.8.1.2.2 MGNWC for review.
 - F.8.2 90% Opinion of probable cost
 - F.8.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.
 - F.8.2.2 Prepare prefinal opinion of probable cost based on 90% design.
 - F.8.2.3 Submit 90% opinion of probable cost with 90% design submittal to:
 - F.8.2.3.1 Project Review Team for QA/QC.
 - F.8.2.3.2 MGNWC for review.
- F.9 Quality Assurance and Quality Control (QA/QC) (Stanley and Knight):
 - F.9.1 Perform formal QA/QC of design submittals for this package.
- F.10 Addenda Preparation Assistance (Knight only):
 - F.10.1 Assist Stanley with responses to bidders' questions during the bid period. Assist Stanley in preparation of necessary addenda.
- F.11 Bid Review Assistance (Knight only):
 - F.11.1 Assist Stanley in evaluation of bids and make recommendation of award of contract.

F.12 Conformed Contract Documents (Stanley and Knight):

- F.12.1 Address comments to 100% bidding documents as provided in bidding phase.
- F.12.2 Prepare post-100% design submittal, including drawings and specifications.
- F.12.3 Submit post-100% submittal to MGNWC.

G. MGNWC Pump Station Package

The intent of this work is to prepare final designs for the MGNWC Pump Station Facility located north of the Morton Grove Public Works facility. Major components of the facility will include at a minimum 3 sets of multiple pumps (one set for each of the 20-inch service transmission mains and one for the 16-inch distribution feeder main), electrical room, chemical feed facilities, and backup power generator. Architectural and structural drawings will be prepared by Knight E/A. All other work will be completed by Stanley Consultants, Inc. Site demolition and hazardous materials abatement services are included in Section M of this Scope of Services.

G.1 Project Meetings (Knight only):

This item includes costs of Knight E/A related to attending Project meetings below, including expenses.

- G.1.1 Attend Bimonthly Project Progress Meetings with MGNWC for duration of the Project. This includes Project Kickoff Meeting.
- G.1.2 Attend Design Coordination Meetings with the Project Team for the duration of the Project.
- G.1.3 Attend stakeholder meetings as requested including municipalities, utilities, and state agencies.
- G.1.4 Attend Pre-Bid Meeting.
- G.1.5 Attend Public Hearings.

G.2 Project Contract Sequencing, Improvements Scheduling, & Construction Operations Plan (Knight only):

- G.2.1 Assist Stanley in defining sequencing of project construction contracts.
- G.2.2 Assist Stanley in defining improvements schedule.
- G.2.3 Assist Stanley in defining construction operations plan.

G.3 Transmission System Hydraulic Modeling and Surge Analysis (Stanley only):

- G.3.1 Complete and check preliminary hydraulic and surge calculations for 30% design.
 - G.3.1.1 Confirm size and number of pumps required.
 - G.3.1.2 Provide design calculations.
- G.3.2 Complete and check draft calculations for 75% design.
 - G.3.2.1 Update hydraulic and surge design calculations.
 - G.3.2.2 Confirm size and number of pumps required.
 - G.3.2.3 Confirm generator size and number required.
 - G.3.2.4 Provide design calculations.
- G.3.3 Complete and check final calculations for 90% design.
 - G.3.3.1 Finalize hydraulic and surge design calculations.
 - G.3.3.2 Finalize size and number of pumps required.
 - G.3.3.3 Finalize generator size and number required.
 - G.3.3.4 Provide design calculations.

- G.4 30% Design Preliminary Plan Drawings (Stanley and Knight):
 - G.4.1 Address comments from Project Development Report as provided by MGNWC.
 - G.4.2 Prepare preliminary drawing set, which will convey information about the facilities' overall appearance and fundamental elements. This work includes the following:
 - G.4.2.1 Prepare preliminary general sheets (cover, index, standards lists, and notes).
 - G.4.2.2 Prepare preliminary site civil plan.
 - G.4.2.3 Prepare preliminary floor plan.
 - G.4.2.4 Prepare preliminary structural plan for foundations, walls, and roof.
 - G.4.2.5 Prepare preliminary architectural plan with elevations.
 - G.4.2.6 Prepare preliminary mechanical plan inclusive of major water system piping, HVAC, and plumbing.
 - G.4.2.7 Prepare preliminary electrical power plan.
 - G.4.2.8 Prepare preliminary instrumentation plan.
 - G.4.2.9 Prepare preliminary site security plan inclusive of site access control, monitoring, and alarms.
 - G.4.3 Provide preliminary specifications index.
 - G.4.4 Submit above as 30% design submittal to:
 - G.4.4.1 Project Review Team for QA/QC.
 - G.4.4.2 MGNWC for review.

- G.5 75% Permit Plan and Profile Drawings and Specifications (Stanley and Knight):
 - G.5.1 Address comments from the 30% submittal as provided by the Project Review Team and MGNWC.
 - G.5.2 Prepare draft drawing set. Draft plan and section drawings will show the work in sufficient detail that a contractor can recognize general pump station elements and requirements for construction. This work includes the following:
 - G.5.2.1 Prepare draft general sheets (cover, index, standards lists, and notes).
 - G.5.2.2 Prepare draft site civil plan.
 - G.5.2.3 Prepare draft erosion control and protection plan.
 - G.5.2.4 Prepare draft demolition plan.
 - G.5.2.5 Prepare draft floor plan with major equipment, facilities, and walls.
 - G.5.2.6 Prepare draft structural plan for foundations, walls, and roofs, and section drawings.
 - G.5.2.7 Prepare draft architectural plans, elevations and section drawings.
 - G.5.2.8 Prepare draft mechanical plan and section drawings including process piping, HVAC, and plumbing.
 - G.5.2.9 Prepare draft electrical plan including power supply and lighting.
 - G.5.2.10 Prepare draft instrumentation plan including controls.
 - G.5.2.11 Prepare draft site security plan inclusive of site access control, monitoring, and alarms.
 - G.5.2.12 Prepare draft detail drawings.
 - G.5.3 Prepare all draft specifications, including general requirements and technical specifications.

G.5.4 Submit above as 75% design submittal to:

- G.5.4.1 Project Review Team for QA/QC.
- G.5.4.2 MGNWC for review.
- G.5.4.3 All permitting agencies.

G.6 90% Construction Plan and Profile Drawings and Specifications (Stanley and Knight):

G.6.1 Address comments from the 75% submittal as provided by the Project Review Team and MGNWC.

G.6.2 Prepare prefinal drawing set, which will be near completion and ready for agency review. This work will include the following:

G.6.2.1 Prepare prefinal general sheets (cover, index, standards lists, and notes).

G.6.2.2 Prepare prefinal site civil plan.

G.6.2.3 Prepare prefinal erosion control and protection plan.

G.6.2.4 Prepare prefinal demolition plan, if required.

G.6.2.5 Prepare prefinal floor plan with equipment, facilities, and walls.

G.6.2.6 Prepare prefinal structural plan and section drawings with foundations, walls, and roofs.

G.6.2.7 Prepare prefinal architectural plan, elevations, and section drawings.

G.6.2.8 Prepare prefinal mechanical plan and section drawings with process piping, HVAC, and plumbing.

G.6.2.9 Prepare prefinal electrical power supply and lighting plans.

G.6.2.10 Prepare prefinal instrumentation and control plan.

G.6.2.11 Prepare prefinal site security plan inclusive of site access control, monitoring, and alarms (includes standpipe).

G.6.2.12 Prepare prefinal detail drawings.

G.6.3 Prepare all draft specifications, including general, erosion control, demolition, structural, architectural, mechanical, electrical, and instrumentation.

G.6.4 Submit above as 90% design submittal to:

- G.6.4.1 Project Review Team for QA/QC.
- G.6.4.2 MGNWC for review.
- G.6.4.3 Permitting agencies as required.

G.7 100% Bidding Documents (Stanley and Knight):

G.7.1 Address comments from the 90% submittal as provided by the Project Review Team and MGNWC.

G.7.2 Prepare, sign, and seal final drawing set.

G.7.3 Prepare, sign, and seal final specifications.

G.7.4 Prepare bidding documents containing the final drawing set and specifications.

G.7.5 Submit the 100% complete drawings and specifications to MGNWC.

G.8 Engineer's Opinion of Probable Cost (75% and 90%) (Stanley and Knight):

G.8.1 75% Opinion of probable cost

G.8.1.1 Prepare draft opinion of probable cost based on 75% design.

G.8.1.2 Submit 75% opinion of probable cost with 75% design submittal to:

G.8.1.2.1 Project Review Team for QA/QC.

G.8.1.2.2 MGNWC for review.

G.8.2 90% Opinion of probable cost

G.8.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.

G.8.2.2 Prepare prefinal opinion of probable cost based on 90% design.

G.8.2.3 Submit 90% opinion of probable cost with 90% design submittal to:

G.8.2.3.1 Project Review Team for QA/QC.

G.8.2.3.2 MGNWC for review.

G.9 Quality Assurance and Quality Control (QA/QC) (Stanley and Knight):

G.9.1 Perform formal QA/QC of design submittals for this package.

G.10 Addenda Preparation Assistance (Knight only):

G.10.1 Assist Stanley with responses to bidders' questions during the bid period. Assist Stanley in preparation of necessary addenda.

G.11 Bid Review Assistance (Knight only):

G.11.1 Assist Stanley in evaluation of bids and make recommendation of award of contract.

G.12 Conformed Contract Documents (Stanley and Knight):

G.12.1 Address comments to 100% bidding documents as provided in bidding phase.

G.12.2 Prepare post-100% design submittal, including drawings and specifications.

G.12.3 Submit post-100% submittal to MGNWC.

H. MGNWC Standpipe Package

The intent of this work is to prepare final designs for the MGNWC Standpipe. This work will be completed by Stanley Consultants, Inc.

H.1 30% Design Preliminary Plan Drawings:

H.1.1 Address comments from Project Development Report as provided by MGNWC.

H.1.2 Prepare preliminary drawing set, which will convey information about the facilities' overall appearance and fundamental elements. This work includes the following:

H.1.2.1 Prepare preliminary general sheets (cover, index, standards lists, and notes).

H.1.2.2 Prepare preliminary site civil plan.

H.1.2.3 Prepare preliminary foundation plan.

H.1.2.4 Prepare preliminary architectural plan.

H.1.2.5 Prepare preliminary mechanical plan with major water piping.

H.1.2.6 Prepare preliminary electrical power plan.

H.1.2.7 Prepare preliminary instrumentation plan.

H.1.3 Provide preliminary specifications index.

H.1.4 Submit above as 30% design submittal to:

H.1.4.1 Project Review Team for QA/QC.

H.1.4.2 MGNWC for review.

H.2 75% Permit Plan and Profile Drawings and Specifications:

- H.2.1 Address comments from the 30% submittal as provided by the Project Review Team and MGNWC.
- H.2.2 Prepare draft drawing set. Draft plan and section drawings will show the work in sufficient detail that a contractor can recognize general standpipe elements and requirements for construction. This work includes the following:
 - H.2.2.1 Prepare draft general sheets (cover, index, standards lists, and notes).
 - H.2.2.2 Prepare draft site civil plan.
 - H.2.2.3 Prepare draft erosion control and protection plan.
 - H.2.2.4 Prepare draft demolition plan.
 - H.2.2.5 Prepare draft foundation plan and section drawing.
 - H.2.2.6 Prepare draft architectural plan and section drawing.
 - H.2.2.7 Prepare draft mechanical plan and section drawing.
 - H.2.2.8 Prepare draft electrical plan.
 - H.2.2.9 Prepare draft instrumentation plan.
 - H.2.2.10 Prepare draft detail drawings.
- H.2.3 Prepare all draft specifications, including general requirements and technical specifications.
- H.2.4 Submit above as 75% design submittal to:
 - H.2.4.1 Project Review Team for QA/QC.
 - H.2.4.2 MGNWC for review.
 - H.2.4.3 Permitting agencies as required.

H.3 90% Construction Plan and Profile Drawings and Specifications:

- H.3.1 Address comments from the 75% submittal as provided by the Project Review Team and MGNWC.
- H.3.2 Prepare prefinal drawing set, which will be near completion and ready for agency review. This work will include the following:
 - H.3.2.1 Prepare prefinal general sheets (cover, index, standards lists, and notes).
 - H.3.2.2 Prepare prefinal site civil plan.
 - H.3.2.3 Prepare prefinal erosion control and protection plan.
 - H.3.2.4 Prepare prefinal demolition plan, if required.
 - H.3.2.5 Prepare prefinal foundation plan and section drawing.
 - H.3.2.6 Prepare prefinal architectural plan and section drawing.
 - H.3.2.7 Prepare prefinal mechanical plan and section drawing.
 - H.3.2.8 Prepare prefinal electrical plan.
 - H.3.2.9 Prepare prefinal instrumentation plan.
 - H.3.2.10 Prepare prefinal detail drawings.
- H.3.3 Prepare all draft specifications, including general, erosion control, demolition, structural, architectural, mechanical, electrical, and instrumentation.
- H.3.4 Submit above as 90% design submittal to:
 - H.3.4.1 Project Review Team for QA/QC.
 - H.3.4.2 MGNWC for review.
 - H.3.4.3 Permitting agencies as required.

- H.4 100% Bidding Documents:
 - H.4.1 Address comments from the 90% submittal as provided by the Project Review Team and MGNWC.
 - H.4.2 Prepare, sign, and seal final drawing set.
 - H.4.3 Prepare, sign, and seal final specifications.
 - H.4.4 Prepare bidding documents containing the final drawing set and specifications.
 - H.4.5 Submit the 100% complete drawings and specifications to MGNWC.

- H.5 Engineer's Opinion of Probable Cost (75% and 90%):
 - H.5.1 75% Opinion of probable cost
 - H.5.1.1 Prepare draft opinion of probable cost based on 75% design.
 - H.5.1.2 Submit 75% opinion of probable cost with 75% design submittal to:
 - H.5.1.2.1 Project Review Team for QA/QC.
 - H.5.1.2.2 MGNWC for review.
 - H.5.2 90% Estimate
 - H.5.2.1 Address comments from 75% submittal as provided by the Project Review Team and MGNWC.
 - H.5.2.2 Prepare prefinal opinion of probable cost based on 90% design.
 - H.5.2.3 Submit 90% opinion of probable cost with 90% design submittal to:
 - H.5.2.3.1 Project Review Team for QA/QC.
 - H.5.2.3.2 MGNWC for review.

- H.6 Quality Assurance and Quality Control (QA/QC):
 - H.6.1 Perform formal QA/QC of design submittals for this package.

- H.7 Addenda Preparation Assistance
 - H.7.1 Assist with responses to bidders' questions on this package during the bid period. Assist in preparation of necessary addenda.

- H.8 Bid Review Assistance
 - H.8.1 Assist in evaluation of bids to this package and make recommendation of award of contract.

- H.9 Conformed Contract Documents:
 - H.9.1 Address comments to 100% bidding documents as provided in bidding phase.
 - H.9.2 Prepare post-100% design submittal, including drawings and specifications.
 - H.9.3 Submit post-100% submittal to MGNWC.

I. General Civil Design Package

The intent of this work is to prepare roadway, erosion control, traffic control and general civil drawings and specifications for general civil design of the MGNWC transmission mains. This work will be completed by Stanley Consultants, Inc.

- I.1 Project Meetings:
 - I.1.1 This item includes any costs incurred by civil engineers related to attending Project meetings below, including expenses.
 - I.1.1.1 Attend two Project Progress Meetings with MGNWC to discuss items in this package.
 - I.1.1.2 Attend two meetings with IDOT to discuss proposed detour routings and permitting for temporary signals and maintenance of traffic on IDOT routes.

- I.2 Erosion Control Plan Sheets:
 - I.2.1 Prepare Erosion Control and Landscaping Plans. Includes development of 50 scale double plan sheets to include the temporary erosion control measures and permanent landscaping improvements. A details sheet will be included for erosion control and landscaping measures.

- I.3 Traffic Control Plan Sheets:
 - I.3.1 Prepare Traffic Control Plans, including maintenance of traffic plans, detour routes, and standard details. We anticipate each contract will include two specialized maintenance of traffic plans and two detour routes.

- I.4 Temporary Traffic Signal Plans:
 - I.4.1 Prepare temporary traffic signal plans and interconnect plans for all signalized intersections where traffic will be shifted due to the construction of the water main. The existing signal equipment will remain in place with temporary signals installed for use during construction of the water main. The interconnect plans and schematic will include radio communication between intersections. The 8 signalized intersections included in the scope of work are as follows:
 - I.4.1.1 Milwaukee Ave and Waukegan Rd
 - I.4.1.2 Caldwell Ave and Howard St
 - I.4.1.3 Oakton Ave and Caldwell Ave
 - I.4.1.4 Harlem Ave and Oakton Ave
 - I.4.1.5 Harlem Ave and Monroe St / Cleveland St
 - I.4.1.6 Harlem Ave and Main St
 - I.4.1.7 Harlem Ave and Dempster Ave
 - I.4.1.8 Dempster Ave and Shermer Ave

- I.5 ADA Ramp Design:
 - I.5.1 Prepare detailed curb ramp designs where pedestrian access route is affected by construction. Six intersection corners on IDOT routes for ADA Ramp design are provided for in this scope of work, as well up to 44 other intersection corners. ADA ramp plan sheets will include two to four corners.

- I.6 Civil Pavement Details:
 - I.6.1 Prepare summary table including pavement type and depth, with typical details for HMA and PCC pavement sections.

- I.7 **Roadway Specifications:**
 - I.7.1 Prepare Technical Specifications related to above items.
 - I.7.2 Documentation of existing ROW conditions will be incorporated into Contractor pre-work requirements.

- I.8 **Engineer's Opinion of Probable Cost (90%):**
 - I.8.1 Prepare Cost opinion of probable cost based on above items at 90% design.

- I.9 **NPDES Permitting Assistance:**
 - I.9.1 Prepare NPDES permit applications. Preparation of 4 SWPP's for each of the 4 transmission main and pipe liner contracts is included in the scope of work.
 - I.9.2 Each SWPP is expected to require two submittals.

- I.10 **IDOT Permitting Assistance (Detour / MOT):**
 - I.10.1 Prepare permit and coordinate with IDOT to secure approved detour routes and permits for maintenance of traffic and temporary traffic signals.

- I.11 **Addenda Preparation Assistance**
 - I.11.1 Assist with responses to bidders' questions on this package during the bid period. Assist in preparation of necessary addenda.

J. Materials and Equipment Procurement Package

The intent of this work is to procure long lead time items before the construction contracts are awarded allowing the manufacturing to occur in parallel with the permitting and bidding, thereby reducing the overall project schedule. This work will be completed by Stanley Consultants, Inc.

- J.1 **Prepare Pipe, Fittings, and Valves Procurement Documents:**
 - J.1.1 Develop technical specifications for procuring the pipe, fittings and valves as one Owner-purchased equipment package.
 - J.1.2 Provide technical specification to MGNWC for review and comment.
 - J.1.3 Confirm prequalified vendor list with MGNWC.
 - J.1.4 Prepare equipment procurement package consisting of purchase agreement and conditions, proposal requirements, and technical specifications. Provide the equipment procurement package to MGNWC for review and comment.
 - J.1.5 Transmit procurement packages to prequalified vendors after authorization by MGNWC.

- J.2 **Prepare Pumping Equipment Procurement Documents:**
 - J.2.1 Develop technical specifications for procuring the pumping equipment as the second Owner-purchased equipment package.
 - J.2.2 Provide technical specification to MGNWC for review and comment.
 - J.2.3 Confirm prequalified vendor list with MGNWC.
 - J.2.4 Prepare equipment procurement package consisting of purchase agreement and conditions, proposal requirements, and technical specifications. Provide the equipment procurement package to MGNWC for review and comment.
 - J.2.5 Transmit procurement packages to prequalified vendors after authorization by MGNWC.

J.3 Receive Procurement Proposals (3) and Respond to Questions:

- J.3.1 Receive and respond to vendor questions.
- J.3.2 Issue addenda needed to respond to vendor questions.
- J.3.3 Receive vendor proposals.

J.4 Review and Prepare Procurement Recommendations:

- J.4.1 Review and evaluate vendor proposals. Evaluation will include meeting with MGNWC to discuss the vendor selection.
- J.4.2 Prepare letter with recommendation of award.
- J.4.3 Assist MGNWC in executing equipment procurement contract. MGNWC will issue notice to proceed to vendor. Contractor to release equipment for delivery and to take delivery on site.

K. Project Bidding Package

The intent of this work is to provide bidding phase and project financing assistance for all of the bid packages. This work will be primarily completed by Stanley Consultants, Inc. with assistance from Subconsultants as appropriate for the bid package.

K.1 Distribution of Bidding Documents:

- K.1.1 Provide seven sets of contract documents consisting of project manual and half size drawing sets to Client for use in permitting and file. Distribute electronic copies of construction contract documents to plan houses and prospective bidders. Client shall reimburse Consultant printing costs for any additional printed contract documents required by Client. Bidders will be charged for reproduction costs for printed sets.

K.2 Prequalification of bidders:

- K.2.1 Assist MGNWC in developing list of bidders prequalified to submit bids for construction contracts, where it is possible to do so.

K.3 Pre-bid Meeting:

- K.3.1 Attend and administer pre-bid meeting.

K.4 Bid Questions and Addenda:

- K.4.1 Receive and respond to bidder questions during the bid period.
- K.4.2 Coordinate subconsultant responses.
- K.4.3 Prepare and issue necessary addenda.

K.5 Bid Receiving:

- K.5.1 Attend bid opening and tabulate bids.

K.6 Bid Reviews:

- K.6.1 Evaluate bids and make recommendation of award of contract.

L. Public Information Program Package

The intent of this work is to educate the public and address public concerns regarding the project in Morton Grove, Niles, and Skokie. This work will be completed by Stanley Consultants, Inc. with assistance from Subconsultants where appropriate.

L.1 Web Site Development and Management:

- L.1.1 Develop content, including project description and project benefits, for public knowledge to be posted to the established project website.
- L.1.2 Manage website content to communicate major project updates to the public.

L.2 News Releases and Public Notices:

- L.2.1 Prepare news releases to announce major project developments as requested by MGNWC.

M. Project Expenses and Allowances Package

M.1 General Expenses (Stanley):

The following allowances are for general project expenses that will be incurred by Stanley Consultants, Inc.

M.1.1 Travel Expense (Agency Visits):

Includes travel to meet with permitting agencies only. An allowance of \$1,200 is included in the Project budget.

M.1.2 Mailing & Reproduction:

Includes the costs of shipping and making hard copies of documents. An allowance of \$800 is included in the Project budget.

M.1.3 Miscellaneous:

An allowance of \$2,500 is included in the Project budget for miscellaneous expenses. Prior approval by MGNWC is required for expenses in this category.

M.2 Surveying and Geotechnical Expenses (Robinson):

The following allowances are for specific items related to surveying, 3-D modeling, and geotechnical services being performed by Robinson Engineering, LTD.

M.2.1 Field Survey - Surface:

An allowance of \$126,750 for 65,000 linear feet of surface survey (including portions of the pipeline maintenance section) is included in the Project budget. This includes a 110% allowance for additional survey work if required by the final location of the Intermediate Pump Station.

M.2.2 Field Survey – Structures Rim and Invert:

An allowance of \$123,950 for 1850 structures survey is included in the Project budget. This includes a 110% allowance for additional survey if required by the final location of the Intermediate Pump Station.

M.2.3 3-D modeling - Surface:

An allowance of \$38,250 for 51,000 linear feet of surface data 3-D modeling is included in the Project budget. This work includes data processing, drafting, labeling utilities, 3-D modeling, and related project management. This includes a 110% allowance for additional survey if required by Skokie.

M.2.4 3-D modeling – Structures Rim and Invert:

An allowance of \$42,080 for 1700 structures data 3-D modeling is included in the Project budget. This work includes data processing, drafting, labeling utilities, 3-D modeling, and related project management. This includes a 110% allowance for additional survey if required by Skokie.

M.2.5 Geotechnical Borings & Logs – Route:

An allowance of \$154,375 for 65 geotechnical borings on the route is included in the Project budget. This includes staking and borings 20 feet deep, spaced 500 to 1000 feet apart.

M.2.6 Geotechnical Borings & Report - Pump Stations & Standpipe Sites:

An allowance of \$41,580 for 11 geotechnical borings at the pump station and Standpipe sites is included in the Project budget. This includes staking, 6 borings 50 feet deep, and 5 borings 30 feet deep.

M.2.7 Utility Potholing with Grass Restoration:

An allowance of \$100,000 for 40 Utility potholes located in the parkway (with grass restoration) at major pipe line crossings is included in the Project budget. Major pipelines are defined as 6 inch or greater for gas, and 14 inch or greater for water or sewer). This includes location identification and staking, elevation survey and photo log, and adding this data to plan sheets.

M.2.8 Pavement Restoration for Utility Potholing

An allowance of \$25,600 for pavement restoration of 16 utility potholes located in the Roadway (pavement restoration only) is included in the Project budget.

M.2.9 CCDD Sampling, Laboratory Analysis & Report:

An allowance of \$18,750 for 5 CCDD samples in industrial areas and 8 pH samples in residential areas is included in the Project budget.

M.2.10 JULIE location subcontractor:

An allowance of \$33,000 for location of utilities using a JULIE location subcontractor is included in the Project budget.

M.3 Corrosion Control Investigation (Corrpro):

The following allowances are for specific items related to corrosion control investigation and testing services being performed by Corrpro Companies, Inc. (see proposal included in this group exhibit).

M.3.1 Corrosion Control Investigation:

Transmission Main route will be investigated for corrosion potential by an independent contractor, to inform corrosion control requirements. This includes no more than 42 soil samples for laboratory analysis and a report. An allowance of \$8600 is included in the project budget.

M.4 Property and Easement Surveyor Expenses (Robinson):

The following allowances are for specific items related to providing surveys and documentation for properties and easements that may need to be acquired for this project. This work is performed by Robinson Engineering, LTD.

M.4.1 Title Commitments - Easements/Parcels:

An allowance of \$10,000 for 20 title commitments is included in the Project budget assuming some commitments may need to be ordered twice to comply with requirements.

M.4.2 Prepare Plats & Legal Documents - 8 Easements:

An allowance of \$18,800 for 8 easements is included in the Project budget.

M.4.3 Boundary + Topo Surveys - Pump Stations & Standpipe Sites:

An allowance of \$9,120 for boundary and topo survey at 2 pump station and standpipe sites is included in the project budget.

M.4.4 Upgrade survey to ALTA level – Pump Stations & Standpipe Sites:

An allowance of \$5,880 for ALTA level survey at 2 pump station and standpipe sites is included in the project budget.

M.4.5 Phase 1 Property Investigation report:

Includes the costs associated with conducting two Phase 1 property investigations for the purpose of determining if there are recorded instances of contamination associated with a parcel of property. An allowance of \$5,360 for 2 investigations is included in the project budget.

M.4.6 Phase 2 Property Investigation report:

Includes the costs associated with conducting two Phase 2 property investigations for the purpose of determining if there is physical evidence of contamination associated with a parcel of property. An allowance of \$10,000 for 2 investigations is included in the project budget.

M.5 Land Acquisition Expenses (Santacruz):

The following allowances are for specific items related to land acquisition assistance services being performed by Santacruz Land Acquisitions, Inc. (see proposal included in this group exhibit).

M.5.1 Valuation of Easements:

An allowance of \$21,600 for valuations of 8 easements is included in the Project budget.

M.5.2 Valuation of Full Acquisitions:

An allowance of \$5,000 for 1 full valuation (for Intermediate Pump Station property) is included in the Project budget.

M.5.3 Negotiations for Easements:

Includes costs of negotiation and acquisition services for right-of-way including, without limitation, documentation of conveyance of property interest. An allowance of \$280,000 for 8 easements is included in the Project budget.

M.5.4 Negotiations for Full Acquisitions:

Includes costs of negotiation and acquisition services to obtain rights of entry for the 1 pump station properties during design phase. An allowance of \$1,500 for 1 property is included in the Project budget.

M.5.5 General Consultation Services:

Includes costs of hourly work to perform valuation and negotiation services for land acquisition. An allowance of \$20,000 for 80 hours of consultation work is included in the Project budget.

M.5.6 Project Meetings:

Includes the cost to attend and/or participate in up to 10 hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition of challenges. An allowance of \$2500 is included in the Project budget.

M.5.7 Direct Billable Expenses Per Parcel:

An allowance of \$4500 for direct billable expenses for land acquisition services of 9 parcels is included in the Project budget.

M.6 Environmental Services for Pump Stations (Knight):

The following allowances are for expenses incurred to perform a hazardous materials (asbestos, lead) environmental assessment of the MGNWC Pump Station (MGNWC PS) property and the Intermediate Pump Station (Intermediate PS) property to be performed by a Knight E/A, Inc. subcontractor.

M.6.1 MGNWC PS – Environmental Survey:

Includes the cost of environmental survey assuming a 40,000 SF single story building. An allowance of \$7,180 is included in the Project budget.

M.6.2 MGNWC PS – Design Development / Demolition Documents:

Includes the cost of Design Development and preparing demolition documents, assuming a 40,000 SF single story building. An allowance of \$4,495 is included in the Project budget.

M.6.3 MGNWC PS – Bidding & Award:

Includes the cost for assistance with receiving proposals and awarding contract for MGNWC PS property. An allowance of \$1,080 is included in the Project budget.

M.6.4 MGNWC PS – Abatement Oversight:

Includes the cost of abatement oversight (in 16 8-hour shifts) during demolition of the existing building on the MGNWC PS. An allowance of \$15,920 is included in the Project budget.

M.6.5 MGNWC PS – Project Management:

Includes the cost of project management for providing the environmental assessment for the MGNWC PS site. An allowance of \$1,450 is included in the project budget.

M.6.6 Intermediate PS – Environmental Survey:

Includes the cost of an environmental survey assuming a 2,800 SF single family home. An allowance of \$2,780 is included in the Project budget.

M.6.7 Intermediate PS – Design Development / Demolition Documents:

Includes the cost of Design Development and preparing demolition documents, assuming a 2,800 SF single family home. An allowance of \$1,665 is included in the Project budget.

M.6.8 Intermediate PS – Bidding & Award:

Includes the cost of assistance with receiving proposals and awarding contract for the Intermediate PS property. An allowance of \$660 is included in the Project budget.

M.6.9 Intermediate PS – Abatement Oversight:

Includes the cost of abatement oversight (in 4 8-hour shifts) during demolition of the Intermediate PS property. An allowance of \$4,680 is included in the Project budget.

M.6.10 Intermediate PS – Project Management:

Includes the cost of project management for providing an environmental assessment for the Intermediate PS property. An allowance of \$500 is included in the project budget.

N. Project Schedule

The Consultant's provision of services will commence at the Consultant's initial risk and will predate the contract date. The Consultant shall diligently and continuously prosecute the Services until the completion of the Work not later than January 30, 2018.

O. General

O.1 Conditions of Service: Services described in this Exhibit are based on following conditions:

- O.1.1 Drawings and specifications will be developed using English units only.
- O.1.2 Drawings will be developed using Consultant's standard drawing size, title block, format, CADD standards and symbology.
- O.1.3 CADD drawings will be developed using AutoCAD.
- O.1.4 GIS documents will be developed using ArcGIS.
- O.1.5 MGNWC will complete reviews of documents submitted by CONSULTANT within 5 business days.

O.2 The following information and data will be provided by MGNWC on which Consultant will rely:

- O.2.1 Full information as to MGNWC's requirements for Project including design objectives and constraints; space, capacity and performance requirements; flexibility, expandability and any budgetary limitations.
- O.2.2 Available information pertinent to Project including reports and data relative to previous designs that may have an impact on the Work.

O.3 All recommendations and/or advice presented in reports and design documents are Consultant's' opinions of probable project conditions. Project conditions are based on the information and data sources that are readily available to us, input by the MGNWC, and other reliable sources, all of which are believed to be accurate. The Consultant's recommendations and/or advice are made on the basis of the Consultant's experience and represent the Consultant's judgment and opinions. The Consultant has no control over new and/or non-public information, changed conditions, cost of land, cost of labor, materials, equipment, and /or other construction costs, or over competitive bidding or market conditions. Therefore, the Consultant does not guarantee that actual conditions or actual costs will not vary from those presented in any report, study, plan, etc.

O.4 All Engineer's Opinion of Probable Cost presented to the MGNWC are Consultant's opinions of probable project, construction, and/or operation and maintenance costs. Engineer's Opinion of Probable Cost are made on the basis of the Consultant's experience and represent the Consultant's best judgment. Consultant has no control over cost of labor, materials, equipment, contractor's methods, or over competitive bidding or market conditions. Therefore, Consultant does not guarantee that proposals, bids, or actual construction costs will not vary from opinion of probable costs of project costs, construction, and/or operation and maintenance costs.

Stanley Consultants Team / Morton Grove - Niles Water Commission / Water Transmission Main & Facilities Design Revised June 30, 2017

This spreadsheet was prepared for the purpose of determining the overall project budget. Actual costs and hours for individual line items will vary from the values shown below.

Item	Units	Quantity	Rate (\$/Unit)	Subtotal
M.1. General Expenses (Subtotal)				
Travel Expense (Agency Visits)	Miles	2222	\$ 0.54	\$ 1,200
Mailing & Reproduction	LS	1	\$ 800	\$ 800
Miscellaneous (Tolls, Etc.)	LS	1	\$ 2,500	\$ 2,500
M.2 Survey and Geotechnical/Borings (Subtotal)				
Field Survey - Surface	Foot	65000	\$ 1.95	\$ 126,750
Field Survey - Structures Rim & Invert	Each	1850	\$ 67.00	\$ 123,950
3D modeling - Surface	Foot	51000	\$ 0.75	\$ 38,250
3d Modeling - Structures Rim & Invert	Each	1700	\$ 24.75	\$ 42,080
Geotech Borings & Logs - Route	Each	65	\$ 2,375.00	\$ 154,375
Geotech Borings & Report - Pump Stations & Reservoir Sites	Each	11	\$ 3,780.00	\$ 41,580
Utility Potholing w/ Grass Restoration	Each	40	\$ 2,500.00	\$ 100,000
Utility Potholing Additional Cost in Pavement (40%)	Each	16	\$ 1,600.00	\$ 25,600
CCDD Sampling, Laboratory Analysis & Report	Each	5	\$ 3,750.00	\$ 18,750
JULIE location subcontractor	LS	1	\$ 33,000.00	\$ 33,000
M.3 Corrosion Survey & Investigation (Subtotal)				
Corrosion Control Investigation	LS	1	\$ 8,600.00	\$ 8,600
M.4 Land/Environment Identification & Acquisitions Assistance (Subtotal)				
Title Commitments - Easements/Parcels	Each	20	\$ 500.00	\$ 10,000
Prepac Plats & Legals - 8 Easements	Each	8	\$ 2,350.00	\$ 18,800
Boundary + Topo Surveys - Pump Stations & Reservoir Sites	Each	2	\$ 4,560.00	\$ 9,120
Upgrade surveys to A1.TA level- Pump Stations & Reservoir Sites	Each	2	\$ 2,940.00	\$ 5,880
Phase 1 Property Investigation report	Each	2	\$ 2,680.00	\$ 5,360
Phase 2 Property Investigation report	Each	3	\$ 5,000.00	\$ 10,000
M.5 Land Acquisition Expenses (Subtotal)				
Valuation of Easements	Each	8	\$ 2,700.00	\$ 21,600
Valuation of Full Acquisitions	Each	1	\$ 5,000.00	\$ 5,000
Easement Negotiation	Each	8	\$ 3,500.00	\$ 28,000
Full Acquisition Negotiations	Each	1	\$ 1,500.00	\$ 1,500
General Consultation	HR	80	\$ 250.00	\$ 20,000
Project Meetings	HR	10	\$ 250.00	\$ 2,500
Direct Billable Expenses Per Parcel	LS	9	\$ 500.00	\$ 4,500
M.6 Pump Stations/Reservoirs Environmental Services (Subtotal)				
MGNWC PS - Existing Building Hazardous Materials Survey	LS	1	\$ 7,180.00	\$ 7,180
MGNWC PS - Existing Building Hazardous Materials Removal	LS	1	\$ 4,495.00	\$ 4,495
Proposal/Construction Documents	LS	1	\$ 1,080.00	\$ 1,080
MGNWC PS Abatement Oversight	LS	1	\$ 15,920.00	\$ 15,920
MGNWC PS Project Management	LS	1	\$ 1,450.00	\$ 1,450
Intermediate PS - Existing Building Hazardous Materials Survey	LS	1	\$ 2,780.00	\$ 2,780
Intermediate PS - Existing Building Hazardous Materials Removal	LS	1	\$ 1,665.00	\$ 1,665
Proposal/Construction Documents	LS	1	\$ 660.00	\$ 660
Intermediate PS Abatement Oversight	LS	1	\$ 4,680.00	\$ 4,680
Intermediate PS Project Management	LS	1	\$ 500.00	\$ 500
Total				
Total All-In Project with Expenses			\$	4,450,313

Estimated Expenses

Consultant	Average Multiplier
Stanley Consultants	3.15
Ciorba	2.96
Knight	2.80
Strand	3.03
Robinson	3.05
Applied Technologies	2.96

Project Schedule
Dated June 30, 2017

The following key dates were used as basis for Basic Services fee:

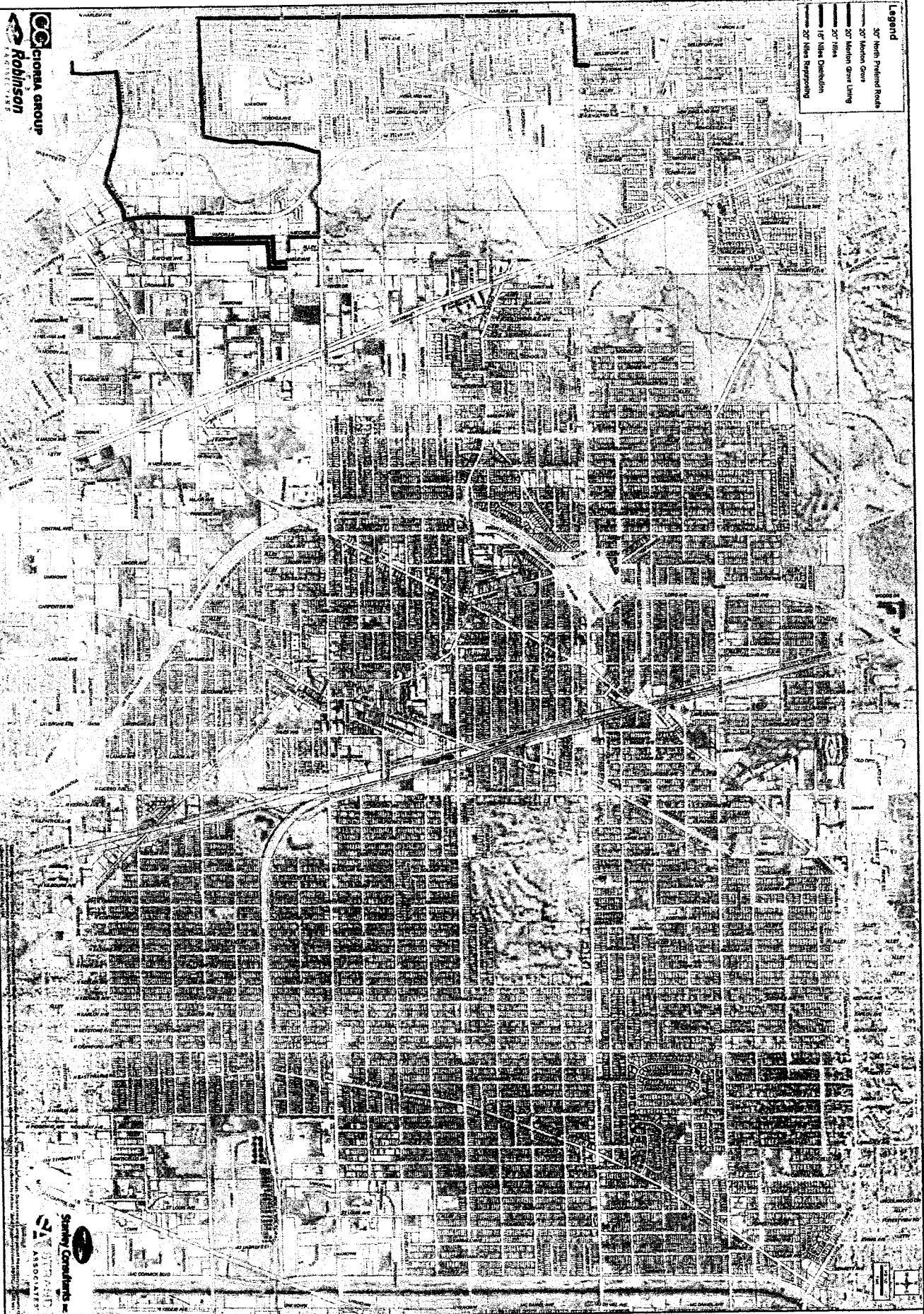
Submit Design Documents to IEPA September 15, 2017

Bid Project November 6, 2017

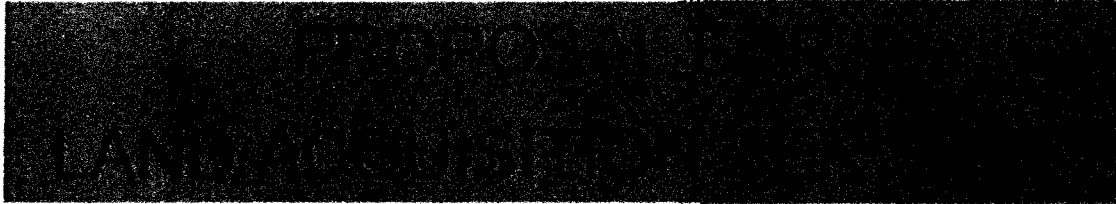
Award Bids January 24, 2018

Legend

	30" North Pipeline Route
	20" Morton Grove Lining
	20" Morton Grove Lining
	20" Niles
	18" Niles Distribution
	20" Niles Propensity



TRANSMISSION MAIN IMPROVEMENTS
MORTON GROVE AND NILES DETAILED WATER STUDY
COOK COUNTY, ILLINOIS



Water Supply Corridor
thru Mies and
Morton Grove

Santacruz Land Acquisitions



310 Happ Road - Suite 206
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

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EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Villages of Morton Grove and Niles LPA, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act) and procedures and FWA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or Stanley Consultants, Inc., Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the Water Supply Corridor through Morton Grove and Niles (the "Project") to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing "expert witness" testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to infrastructure projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act).

WHY SANTACRUZ LAND ACQUISITIONS?

As you review this proposal, you will see that the team that Santacruz Land Acquisitions has assembled is the most qualified and experienced team available to meet the needs of the LPA. We have the resources to meet your needs.

- Years of successful on-time delivery of right of way and acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex situations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Experience with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 90), IDOT Land Acquisition Guidelines
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team's extensive collective decades of experience complying with federal and state laws and maximizing the team's knowledge of land acquisition policies.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on a projected eight (8) easements and two (2) full acquisitions, is as follows:

<u>VALUATIONS:</u>	\$31,600.00.
<u>NEGOTIATIONS:</u>	\$50,000.00. .

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance

policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include \$500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to ten (10) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of \$89,100.00 as follows:

Land Acquisition Services	\$81,600.00
Consultation/Meeting Services	\$2,500.00
Direct Billable Expenses	\$5,000.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.

LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the valuation functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans.

Task 4: Valuation Services

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 5: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

Santacruz Land Acquisitions will also work on obtaining rights of entry to assist Consultant with property inspections and testing for engineering purposes.

For the full acquisitions, to the extent deemed necessary by Santacruz Land Acquisitions, a licensed real estate agent/broker will be employed by Santacruz Land Acquisitions for the purpose of representing LPA during the negotiations and acquisition of these properties. In such event, there shall be no additional costs to LPA as agent/broker shall be entitled to earn a commission in said transactions.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will

submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

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EXHIBITS

a. Pricing Schedule

Compensation for Services

Valuation Services

Valuations of easements	\$2,700.00
Valuation of full acquisitions	\$5,000.00
Revision to valuation due to change in ROW or plans ¹	\$1,500.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,500.00
Negotiation and acquisition services to obtain rights of entry during design phases	\$1,500.00

Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ Requires additional work order.



an AEGION company

ATLANTA OFFICE

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www.corrpro.com

To: Larry Thomas, P.E.
Water/Wastewater Dept. Manager
Stanley Group
8501 W. Higgins Rd, Suite 730
Chicago, IL 60631

May 10th, 2017

Subject: Corrosion Control Needs Assessment
Proposed 8 miles of 30" Ductile Iron Pipe
Chicago, IL Area

Dear Mr. Thomas:

In accordance with your request, Corrpro is pleased to submit this proposal to provide cathodic protection engineering and testing services for the proposed 8 mile section of 30" ductile iron pipe.

As the world's largest and foremost corrosion control engineering and service organization, Corrpro is uniquely qualified to assist in this project. Corrpro's in-house knowledge base relating to practical corrosion control solutions for ductile iron pipelines and other water and wastewater facilities is unparalleled. Information on who we are and the services we provide can be found at www.corrpro.com. With over 1,000 employees worldwide, Corrpro is currently ranked by *Engineering News Record* as 53 in the top 500 design firms based in the United States.

STRUCTURES AND SYSTEM DESCRIPTION

The subject structure is the proposed 8 miles of 30" ductile iron piping.

INTRODUCTION

The Corrpro scope of work outlined below is based on a corrosion control design using ductile iron pipe. It includes Corrpro's Design Decision Model (DDM™) process. The DDM™ is a risk-based design engineering tool that considers the likelihood of corrosion and the consequences of corrosion failure in determining corrosion protection requirements. A risk-based design approach allows for application of the appropriate corrosion control treatment(s) only where needed, rather than a broad-brush approach applied to the entire pipeline or major portions thereof.

Corrosion control measures derived from the DDM™ will provide for a practical pipe service life of at least 100 years. Greater pipe service lives can be realized, however these may require a more stringent application of the corrosion control solutions. Depending on site-specific conditions, the corrosion control measures could range from doing nothing beyond relying on the inherent corrosion resistant properties of the ductile iron pipe to polyethylene encasement and or cathodic protection.

Corrpro's corrosion control needs assessment includes four basic aspects:

- Background information review and analysis
- Laboratory analysis of soil samples to determine soil corrosivity
- Data compression and analysis
- Summary report with recommendations

CORRPRO SCOPE OF WORK

Corrpro's desktop engineering evaluation will commence with an analysis of the following design documents, if they are available:

- Overall route plan or marked-up map showing the pipeline alignment
- Plan/profile drawings

We will also confer with Stanley Group regarding pipeline operational factors that are considered part of the corrosion control design evaluation. This includes:

- Operational criticality of the pipeline
- Consequences of an external corrosion failure
- Redundancy
- Corrosion control history for nearby ductile iron pipelines, e.g. break incidence
- Possible sources of DC and AC stray current in the area
- Owner's corrosion control practices and preferences

Soil samples will be collected by Stanley Group's geotechnical engineer for subsequent analysis in Corrpro's laboratory. The soil samples should be obtained as close to the pipe alignment as practicable. Typically, only one soil sample collected at pipe invert depth is required for each location. Samples at shallower depths will also be needed if there is a notable change in appearance/consistency/type.

The soil samples collected for the corrosion evaluation are to be sent to Corrpro's laboratory for determination of corrosivity indicators. This includes moisture content, hydrogen ion concentration (pH), as-received and saturated resistivity, chloride ion concentration, sulfide ion concentration, and oxygen reduction potential.

All data will be analyzed using Corrpro's DDM™ protocol to determine a suitable corrosion protection design. The results of the analysis will be conveyed in a summary report that includes:

- Corrpro's findings
- An outline of the corrosion control recommendations

Corrpro's recommendations could include one or more of the external corrosion control measures indicated on the enclosed DDM™ graphic (Figure 1), and or others. Contained in the report will be graphical and or tabular summaries of the various data collected.

We will confer with Stanley Group should our drawings review and other information gathering indicate possible sources of stray direct earth currents (DC) or stray alternating earth currents (AC) that could influence pipe corrosion rates and our design recommendations. In this case we will recommend authorization of Corrpro field studies to determine the corrosion control significance of the stray current before preparing the summary report. This recommendation will be included in the summary report should Stanley Group opt not to proceed with the stray current field studies before preparation of the report.

PRICING SUMMARY

PRICING SUMMARY

Analysis & Report, including soil samples: \$8,600

This fee is based on:

- No more than 42 soil samples for laboratory analysis. Shipping of samples to Corrpro's Atlanta laboratory by others.
- Development of corrosion control design specifications and details not included. We will provide a separate design proposal as needed upon completion of the corrosion control needs assessment.
- Field evaluation of stray current influences or other atypical situations not included. We will notify you for direction should such conditions be encountered during our desktop analysis that will impact our design recommendations.

COMMERCIAL TERMS AND CONDITIONS

1. Any applicable local, state and/or federal sales taxes are not included and will be in addition to the proposal price unless a tax exemption and/or direct pay certificate can be provided.
2. Payment terms will be net 30 days.
3. The schedule of the work is to be mutually agreed upon.

NOTES

1. Standby charges will apply for any work stoppages beyond Corpro's control including, but not limited to, inclement weather or customer directive, and will be invoiced at a maximum of 5 hours/day. Charges will not be added to the invoice without prior approval from Client representative.
2. Corpro maintains a complete package of insurance coverage, including professional liability, product liability, general liability, all-risk insurance and a \$10 million umbrella.

Please contact Dan Crabtree at (205) 577-7703, or via email at dcrabtree@aegion.com if you have any questions or wish to proceed. We appreciate the opportunity to be considered for this work and hope we can be of service.

Sincerely,



Clif Marshall
Project Estimator



Dan Crabtree
Senior Project Manager

CLIENT APPROVAL (Complete below):

Authorized Signature

Typed or Printed Name

Title

Date

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corrpro Companies, Inc. ("Corrpro"), all as further described in the Proposal or Invoice attached hereto ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. **Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a writing signed by Buyer and Corrpro (including a master or other written agreement between Corrpro and Buyer signed by an authorized representative of Corrpro prior to the date of the Sales Document), these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of this Sales Document by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. This Agreement becomes a valid and binding obligation of Corrpro and Buyer on the earlier

of: (a) Corrpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corrpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of this Sales Document.

2. **Delivery; Risk of Loss.** All shipping dates of Goods and performance dates of Services stated in the Proposal are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of Goods shall be EXW (Incoterms 2010) at Corrpro's facility stated in the Sales Document. At Buyer's option, Corrpro will ship Goods to Buyer at the shipping address stated in the Agreement by any commercially reasonable means, provided that Corrpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer. Buyer shall bear all risk of loss or damage in transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corrpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. **Inspection and Acceptance.** Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corrpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corrpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within 10 days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corrpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. **Payment Terms.** Terms of sale are net 30 days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corrpro when due shall bear interest at the rate of 1½% per month (12% annually), or the maximum rate of interest

that applicable law allows, whichever is less, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corrpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corrpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corrpro's credit approval or Corrpro, in its sole discretion, deems Buyer's financial

condition to be unsatisfactory, Corrpro may either (a) delay or postpone delivery of Goods or performance of Services, (b) cancel the Agreement, or (c) request payment in full or other security satisfactory to Corrpro from Buyer prior to shipment of the Goods or performance of the Services.

5. **Taxes; Permits and Fees; Laws.** Unless expressly stated otherwise in the Agreement the purchase price for the Goods furnished or Services performed by Corrpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corrpro with documentation acceptable to Corrpro of any exemptions claimed from Taxes prior to invoicing. In the event Corrpro is required to pay any Taxes not previously paid to Corrpro, Buyer shall reimburse Corrpro. Except to the extent assumed by Corrpro in writing, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corrpro are and their subsequent installation and use is in accordance with applicable laws, ordinances and building codes. Corrpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify

Buyer of any discrepancies brought to Corrpro's attention.

6. **Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corrpro by Buyer or any party acting on behalf of, or under direction from, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corrpro. Corrpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corrpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. **Change Orders.** Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corrpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corrpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corrpro, Corrpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) cancel the Agreement. In the event that Corrpro elects (ii) above, Buyer shall have the option to cancel the Agreement:

8. **Warranties.** "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the 90 day period beginning with the date of shipment

from Corrpro. The providing of warranty service does not extend or restart a new Warranty Period. Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Corrpro's obligation to honor its warranty on defective Goods

is in all cases limited to, at Corpro's sole option, repair or replacement of the defective Good or component thereof, or providing a cash refund or credit equivalent to the decreased value of the defective Good. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option, re-performing such Service(s), performing additional Service(s), or providing a refund or credit equivalent to the decreased value of the Service(s). Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Service or Good. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Services or Goods if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. **Warranty Limitations.** The Goods warranty applies only to (a) Goods manufactured solely by Corpro, and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Corpro Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service, 2) performing additional Corpro Service, or 3) providing a refund or credit equivalent to the decreased value of the Corpro Service. Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. **ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER**

WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS AND SERVICES. IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THESE

WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

10. **Reliance on Buyer's Representations.** Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of Corpro Products, systems, materials, components and Corpro Services have been satisfied, except to the extent

Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface

or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of,

products or services sold by Buyer.

11. **Technical Assistance.** At Buyer's request, Corrpro may, in its discretion, furnish technical assistance and information with respect to Corrpro's products. **CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.**

12. **Confidentiality.** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corrpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corrpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corrpro's confidential and proprietary information to any third parties, or use Corrpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

13. **Force Majeure.** If Corrpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corrpro's costs. "Force Majeure" means circumstances beyond Corrpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within Corrpro's control, which by the exercise of due diligence and reasonable commercial effort, Corrpro shall not have been able to foresee, avoid or overcome. If Corrpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corrpro may allocate its viable supply among any or all purchasers on such basis as Corrpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. **Default; Cancellation.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corrpro, then Corrpro may, on 5 days' written notice to Buyer, declare Buyer to be in default and Corrpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corrpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corrpro declares a default under this Section 14, or (b) if the order is cancelled for any reason other than default by Corrpro, Buyer agrees to pay Corrpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be cancelled, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead and/or profit on costs.

15. **Hazardous Material.** Corrpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corrpro discovers hazardous material, Corrpro will promptly notify Buyer. Corrpro is not obligated to commence or continue work until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corrpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corrpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance.

In no event shall Corrpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or

in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. **Release of Liability for Buried Pipelines.** If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least 72 hours prior to commencing work on site. Corpro will also attempt to locate any buried metallic piping prior to commencing work on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least 3 days in advance of the date Corpro is to commence work at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. **Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. **Insurance.** Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Customer Group shall be named as additional insured under all policies except for worker's compensation and professional liability. Customer shall be granted waiver of subrogation rights under all policies. Upon written request Corpro will provide to Customer a certificate evidencing such insurance.

19. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR AGREES THAT ANY RECOURSE AGAINST SUBCONTRACTOR UNDER THIS AGREEMENT OR RELATED TO SUBCONTRACTOR'S WORK HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO SUBCONTRACTOR UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. **Governing Law; Dispute Resolution.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant

to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Agreements for the International Sale of Goods nor UNIDROIT Principles of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. **Export Compliance.** Corrpro's products, programs, and services are subject to U.S. export laws, rules, treaties, regulations, and international agreements

(collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods and/or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. **Order of Precedence; Notice.** If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the terms of

the documents will control in the following order: (a) master or other written agreement between Corrpro and Buyer signed by an authorized representative of Corrpro prior to the date of the Sales Document; (b) terms stated on the face of the Sales Document; (c) these T&Cs; and (e) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the Corrpro address stated on the Sales Document.

23. **Interpretation.** Corrpro and Buyer acknowledge this Agreement, including the Sales Document, these T&Cs, and the other contract documents,

represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corrpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corrpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corrpro.