

RESOLUTION NO. 17-04

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION 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.)**

WHEREAS, in 2017, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) was established by the Village of Morton Grove, a home rule Illinois municipal corporation (“Morton Grove”), and the President and Board of Trustees of the Village of Niles, a home rule Illinois municipal corporation (“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 17-5, 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, the MGNWC Board desires 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 Niles 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 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, 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 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, 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 that are to be performed and paid as set forth in the Agreement; and

WHEREAS, the MGNWC Board agrees 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 Services in exchange for payment of the professional fees in accordance with the terms of the Agreement; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to enter into the Agreement pursuant to 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.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into the Agreement is in the best interests of MGNWC, the Village of Morton Grove and the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") authorize the approval of the economic terms and the attached form of an "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". The MGNWC Board authorize and direct the Chair, or his/her designee, and the Secretary to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the MGNWC Board Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC'S obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 7th day of July, 2017, pursuant to a roll call vote as follows:

AYES: John Pietron and Steven Vinezeano

NAYS: None

ABSENT: None

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 7th day of July, 2017, and approved by the Chair, and attested by the Secretary on the same day.



Steven Vinezeano, Chair

ATTEST:



John Pietron, Secretary

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)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, John Pietron, Secretary of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 17-04

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION 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.)

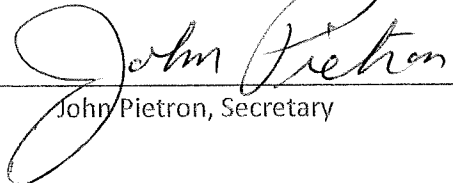
which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 7th day of July, 2017, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

AYES: John Pietron and Steven Vinezeano
NAYS: None
ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of July, 2017.



John Pietron, Secretary

[SEAL]

RESOLUTION NO. 17-04

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION 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.)

WHEREAS, in 2017, the Morton Grove-Niles Water Commission ("MGNWC" or "Commission") was established by the Village of Morton Grove, a home rule Illinois municipal corporation ("Morton Grove"), and the President and Board of Trustees of the Village of Niles, a home rule Illinois municipal corporation ("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 17-5, 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, the MGNWC Board desires 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 Niles 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 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, 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 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, 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 that are to be performed and paid as set forth in the Agreement; and

WHEREAS, the MGNWC Board agrees 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 Services in exchange for payment of the professional fees in accordance with the terms of the Agreement; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to enter into the Agreement pursuant to 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.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into the Agreement is in the best interests of MGNWC, the Village of Morton Grove and the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") authorize the approval of the economic terms and the attached form of an "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". The MGNWC Board authorize and direct the Chair, or his/her designee, and the Secretary to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the MGNWC Board Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC'S obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 7th day of July, 2017, pursuant to a roll call vote as follows:

AYES: John Pietron and Steven Vinezeano

NAYS: None

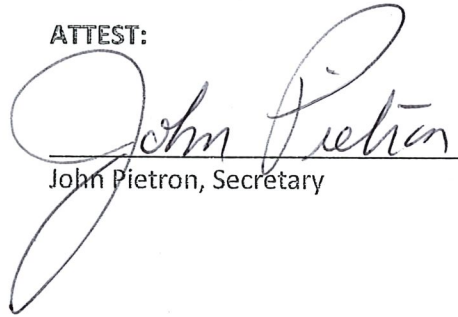
ABSENT: None

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 7th day of July, 2017, and approved by the Chair, and attested by the Secretary on the same day.



Steven Vinezeano, Chair

ATTEST:



John Pietron, Secretary

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)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, John Pietron, Secretary of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 17-04

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION 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.)

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 7th day of July, 2017, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

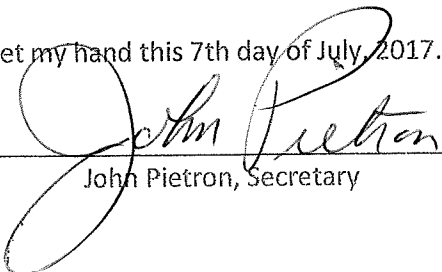
AYES: John Pietron and Steven Vinezeano

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of July, 2017.



John Pietron, Secretary

[SEAL]

**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 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

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.

- (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.

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.

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,

- (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.

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

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

(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

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.

- 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

- 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: 

Name: KARE MARKIS

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:

Name:

Chair

Date:

7/7/17

, 2017.

Attest:

By:

Name: JOHN PIETRON
Secretary

Date:

7/7

, 2017

Approved as to form and legality:

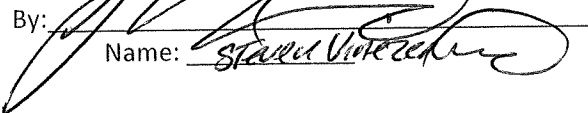
By:

Michael T. Jurusik, MGNWC Attorney

**SIGNATURE PAGE FOR
MORTON GROVE-NILES WATER COMMISSION**

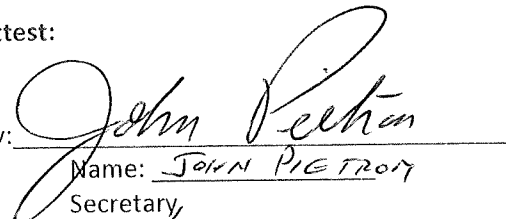
IN WITNESS WHEREOF, the below authorized officials of the Morton Grove-Niles Water Commission have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and 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: 
Name: Steven Vinter
Chair

Date: 7/7/17, 2017.

Attest:

By: 
Name: JOHN PIETROM
Secretary

Date: 7/7, 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
Corrpro 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.

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,

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

_____, 20____.
Date

Village President

_____, 20____.
Date

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.



**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

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

- 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:

- 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

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.

VILLAGE OF NILES

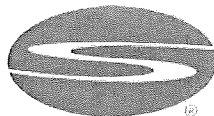
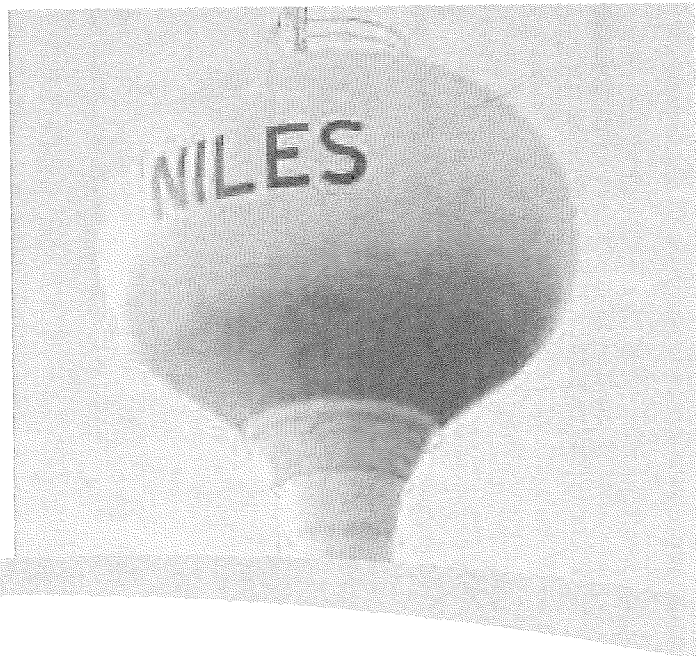
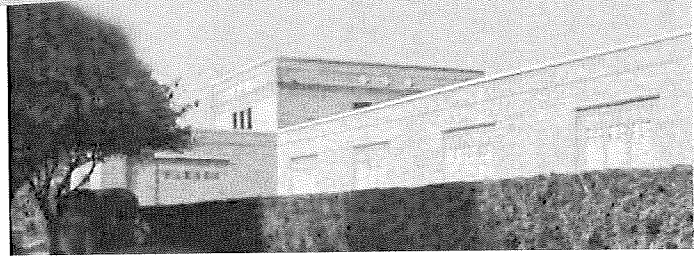
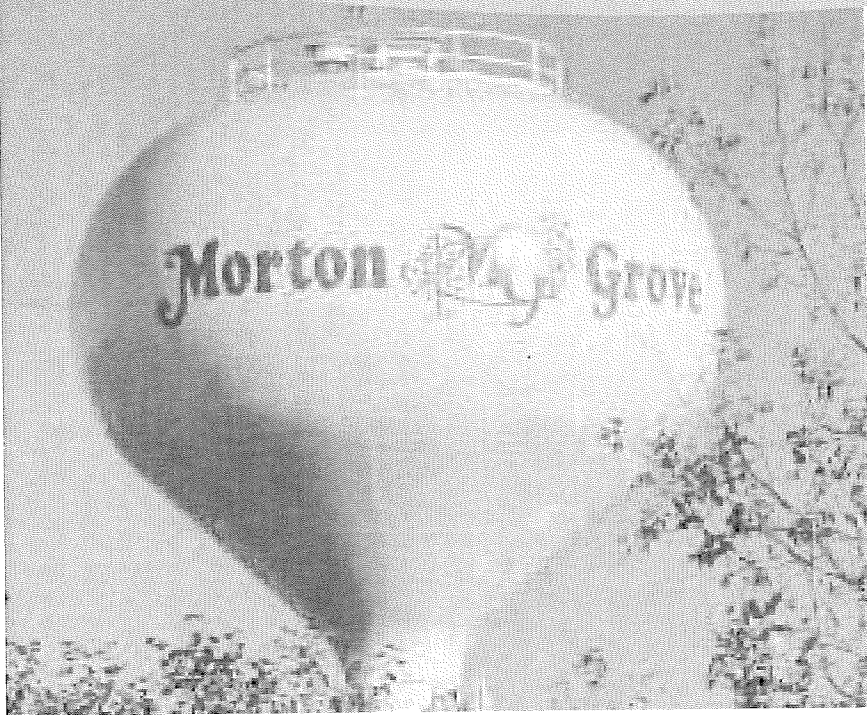
- 1) Address and description of the Firm's place of business. If more than one place of business, list all places of business.
- 2) The number of years engaged under the present firm name and the type of business entity. If a partnership, the date of the partnership's formation; if a corporation, the 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.



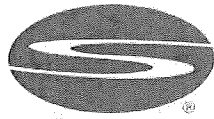
Morton Grove – Niles Water Commission

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.

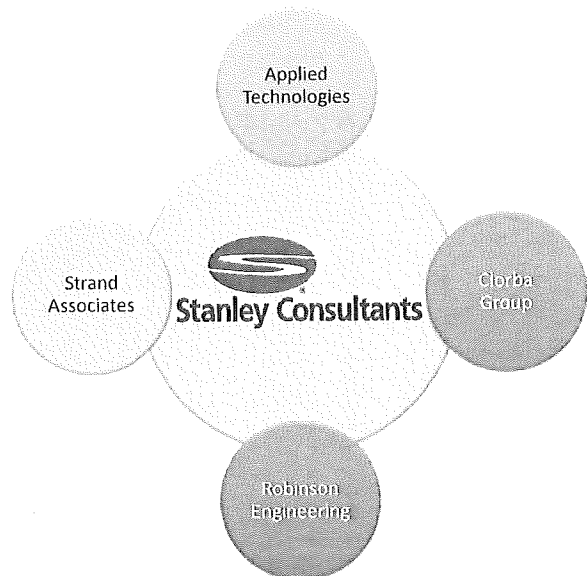
We are pleased to submit this Statement of Qualifications for the Water Transmission Main and Facilities Improvements Design project. We believe it demonstrates that Stanley Consultants and its team members are uniquely qualified to provide the creativity and extensive experience needed to bring this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

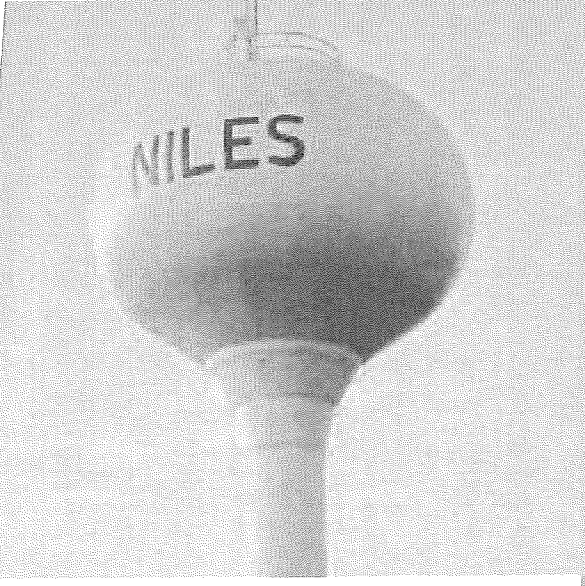
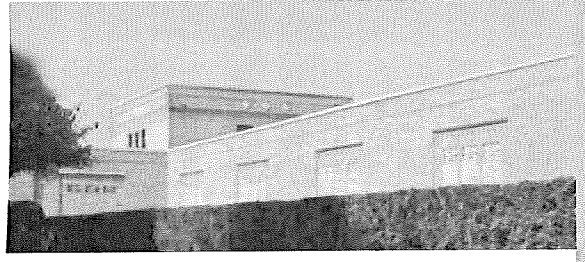
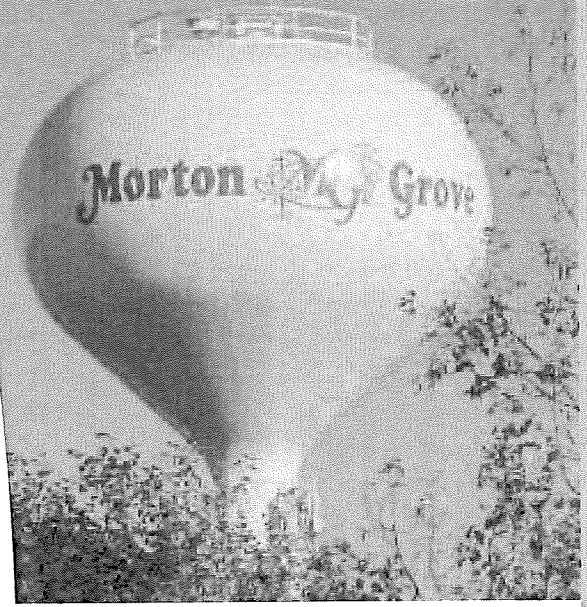
STANLEY CONSULTANTS

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





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

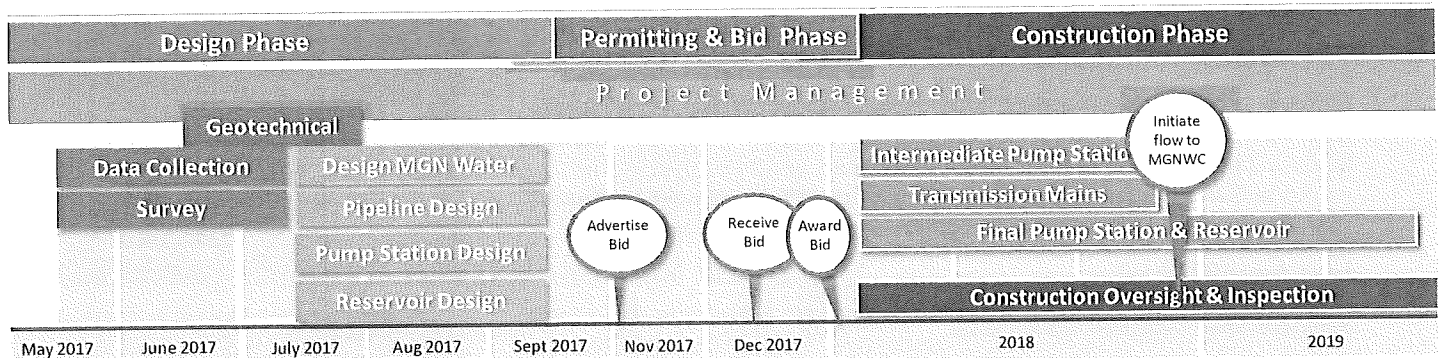
Larry Thomas leads the overall team as Program Manager and will focus on applying the right resources every day. Larry has professional experience in contract management, overall schedule and budget control, and client service. He has a thorough understanding of this project and appreciation of the local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

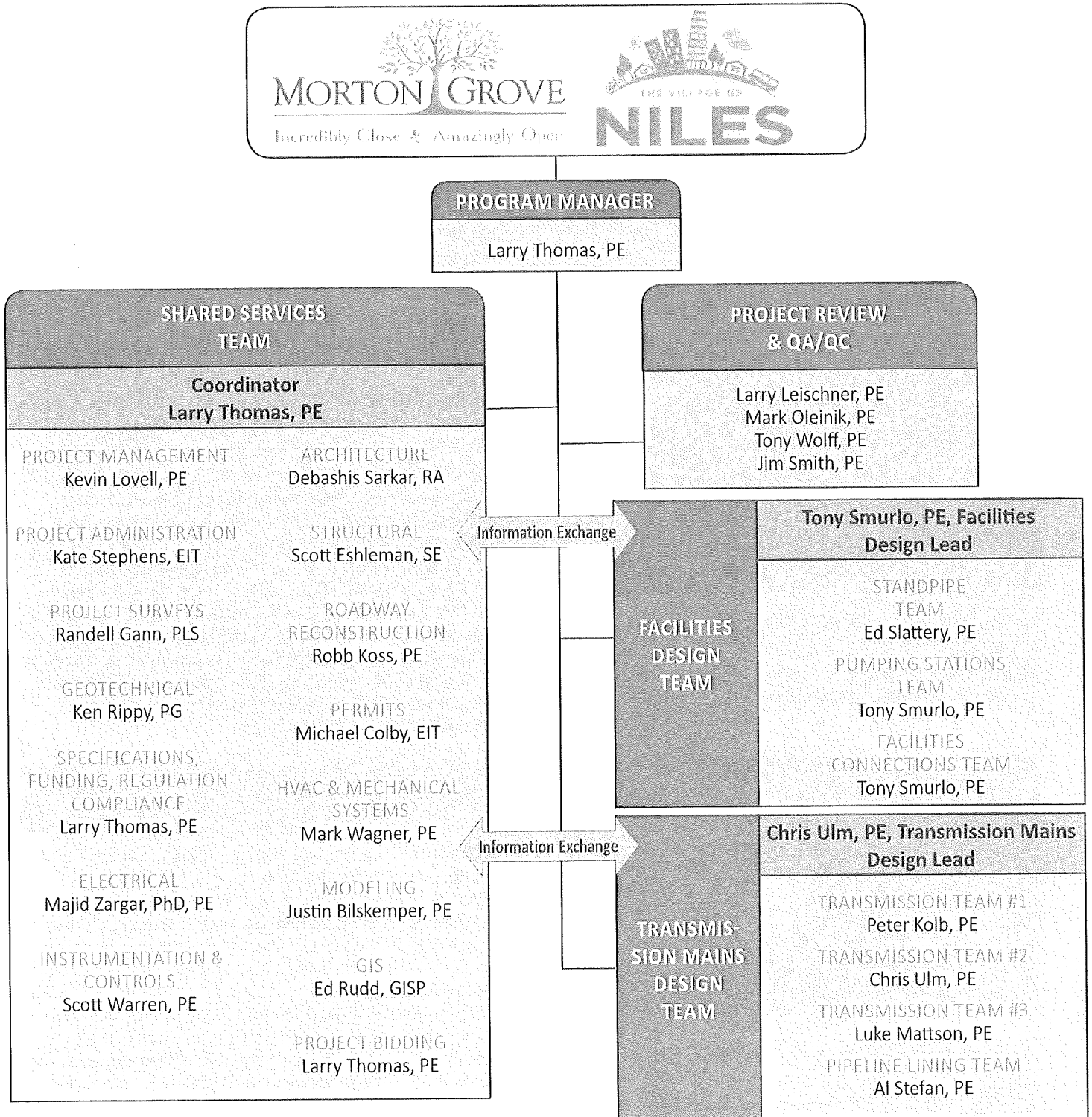
- Segment 2 Transmission Main Design

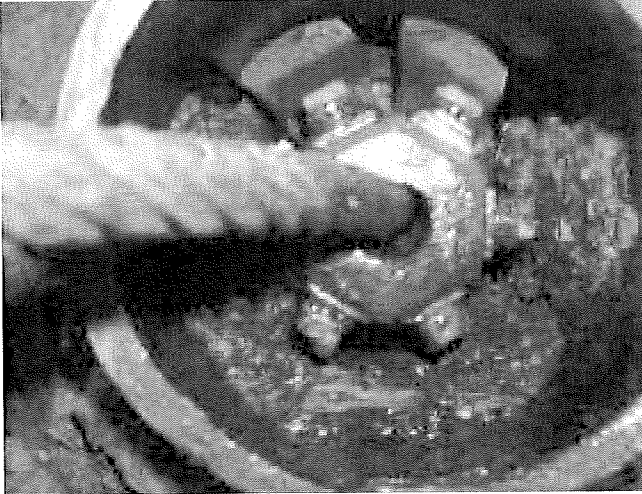
CIORBA GROUP (CG)

- Segment 3 Transmission Main Design

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.





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.

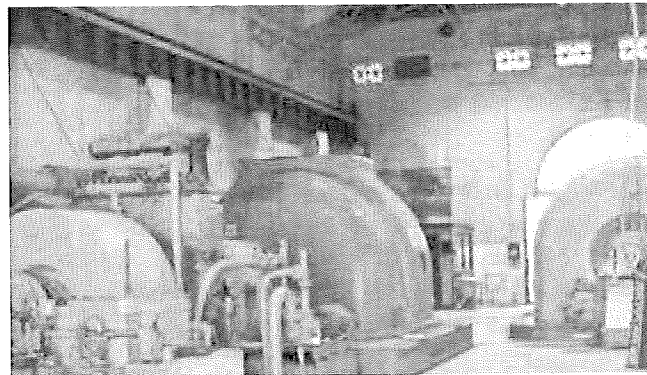


Water Main Replacement Program 30-inch Water Main Design

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.



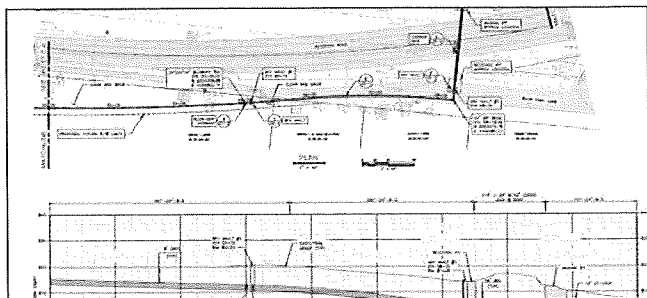
Water Pumping Improvements

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, rspooner@swbno.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

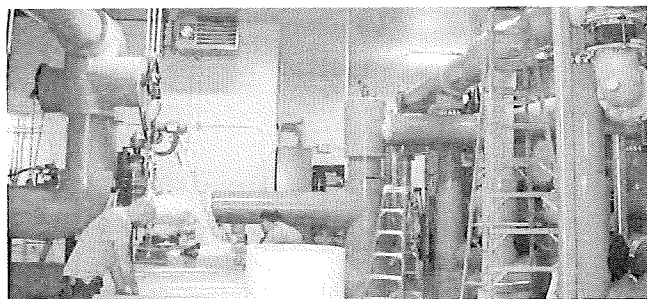
Strand performed preliminary design, final design, and construction-related services for 10,000 feet of 24-inch transmission main. Preliminary design consisted of topographic survey, pipe routing through existing utilities, and initial transmission main layout. The pipeline route includes both State 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



Kenilworth Water Interconnection Design
 The Villages of Kenilworth and Wilmette, IL
 (Stanley Consultants) 2015

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

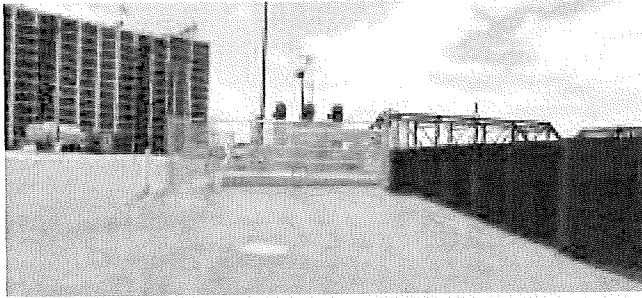
Stanley Consultants was selected to design a water interconnection between the Village of Kenilworth and the Village of Wilmette. The design included approximately 2,160 feet of 12-inch water main with open cut installation, directional drilling, and jack and bore installation, and the installation of 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



Lake Villa Water Main and Water Storage Improvements
 Village of Lake Villa, IL
 (Applied Technologies) 2016

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

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



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 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.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

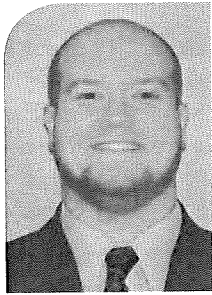
Education: MS in Environmental Engineering from the University of Illinois at Urbana-Champaign, 1976; and BS in Environmental Engineering from the University of Illinois at Urbana-Champaign, 1975.

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.



**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.

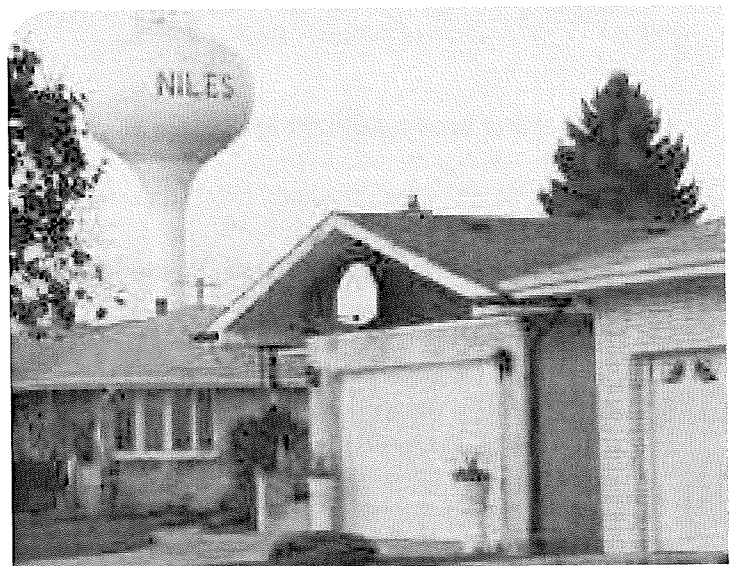
Employment History: 11 Years of Experience, all with Strand Associates.

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.

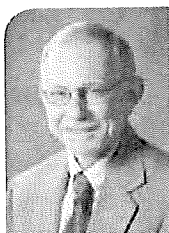
Anticipated Level of Effort: 20% of his time during design.



- » **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

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, Wyns & 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.

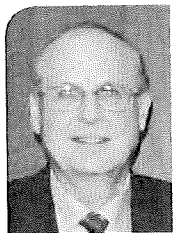
Relevant Project Experience:

- » **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

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.

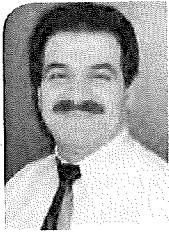


Project Administration
KATE STEPHENS, EIT

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.



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.

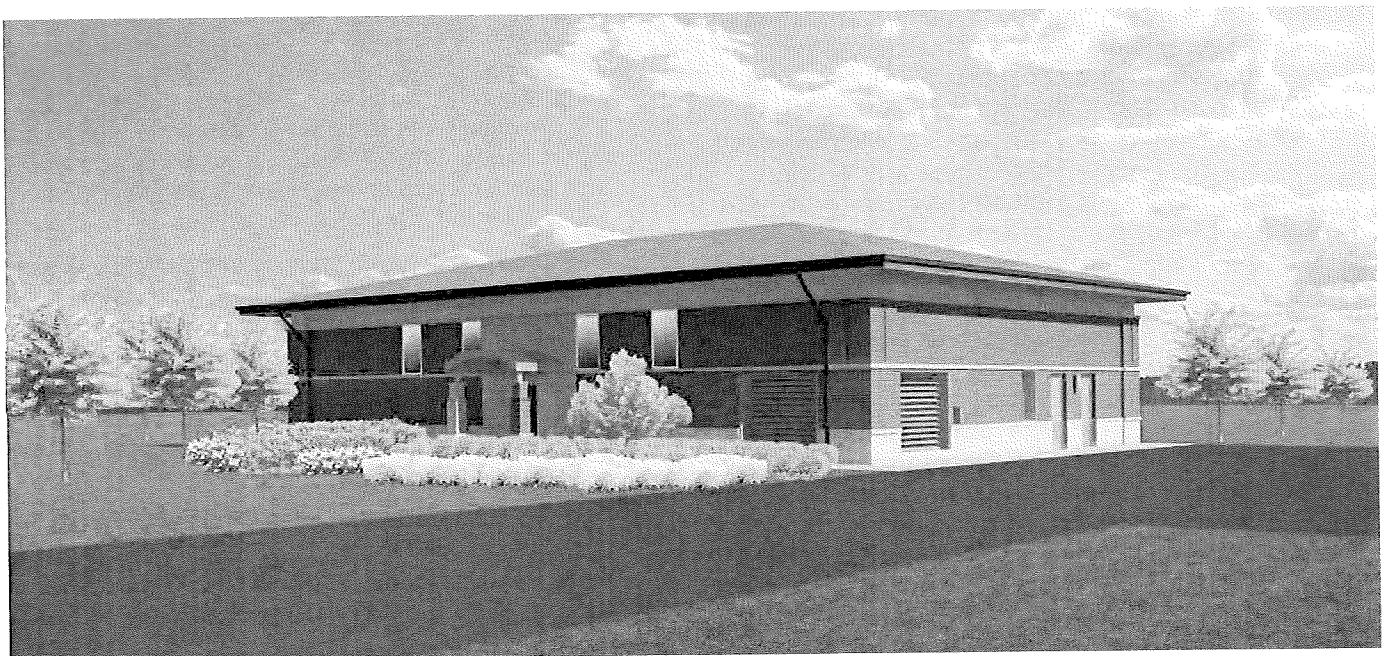
Employment History: 30 Years of Experience | 16 years with Stanley

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.



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.

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 (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 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, 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.

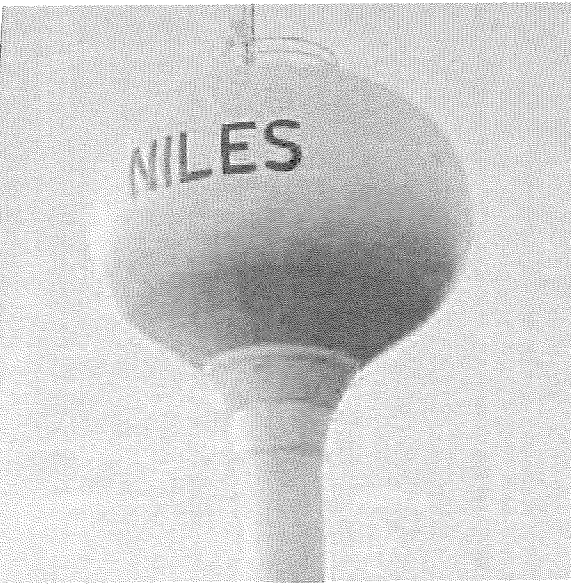
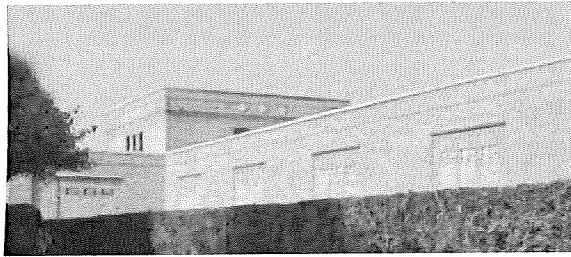
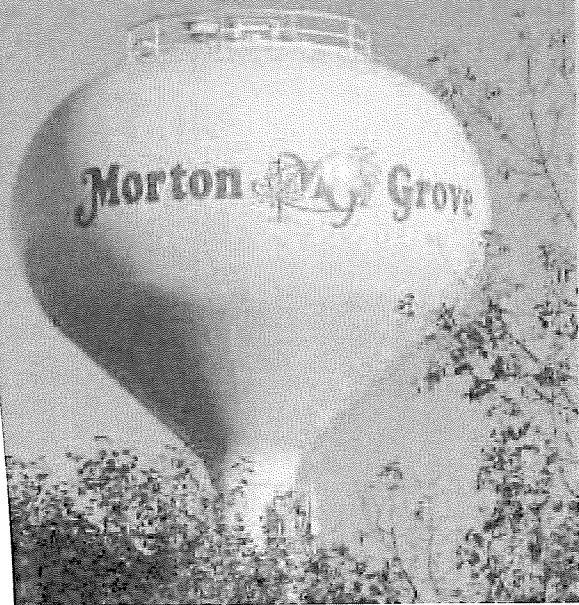
Established in 1937, Robinson has partnered with Illinois and Indiana municipalities for over 80 year, enabling Robinson to gain the expertise, experience and dedication required to provide complete municipal engineering services to communities. Robinson is the appointed municipal engineer for over 70 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, 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.



Conflict of Interest 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.

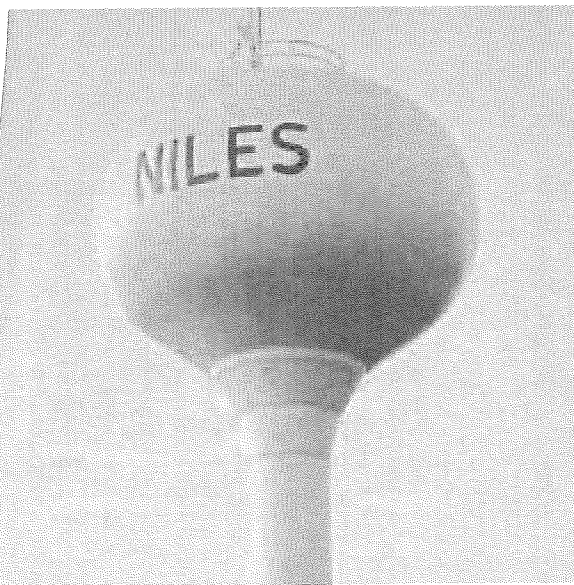
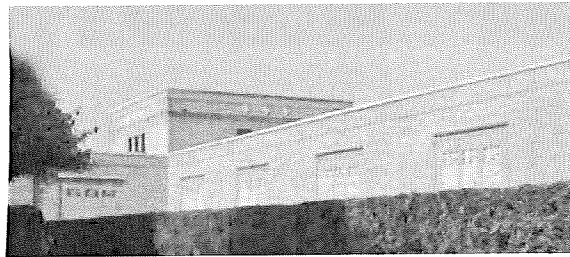
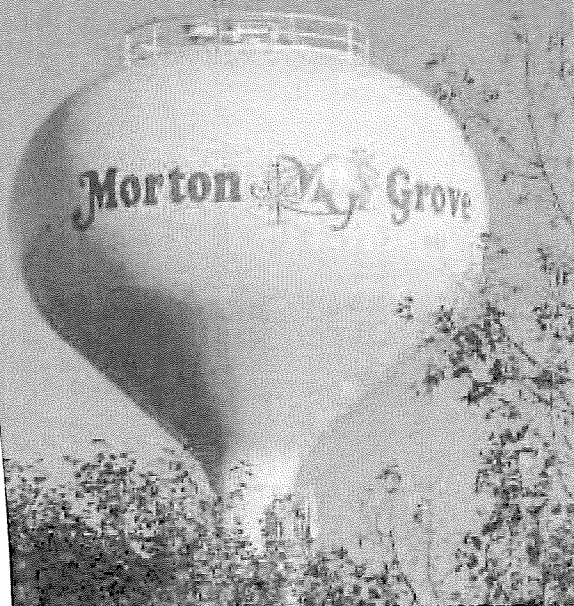
In the performance of my duties on this project, I will represent the Client, Village of Niles, in an equitable, ethical and unbiased manner; disclose potential conflicts of interest; document and work with the Client in cases of potential conflicts of interest; work out a course of action to alleviate 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

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.

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

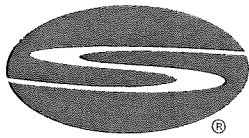
10th day of May, 2017.

By: Terry A Clifford



TERRY A. CLIFFORD
Notary Public - Arizona
Maricopa County
Expires 08/31/2020

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
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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
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F 561.689.3003

GEORGIA

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Kennesaw, Georgia 30144
P 770.261.8427
F 770.261.8428

HAWAII

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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

8501 W. Higgins Road
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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

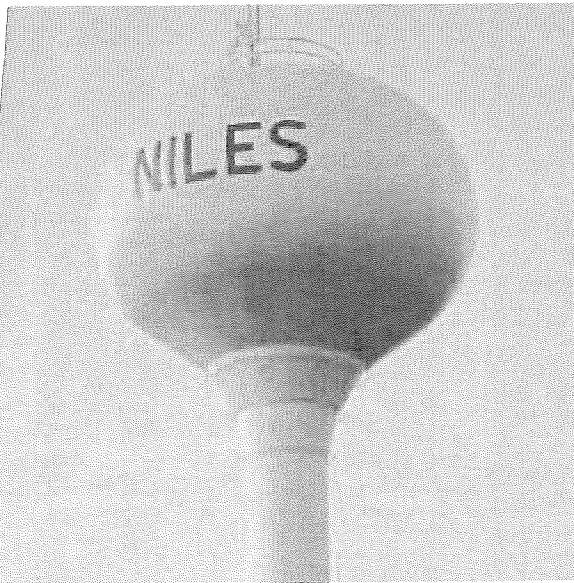
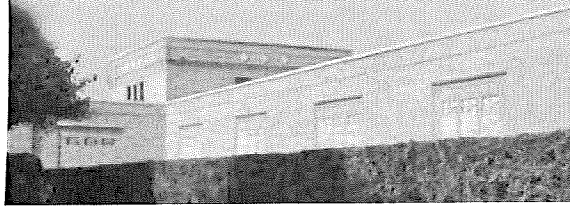
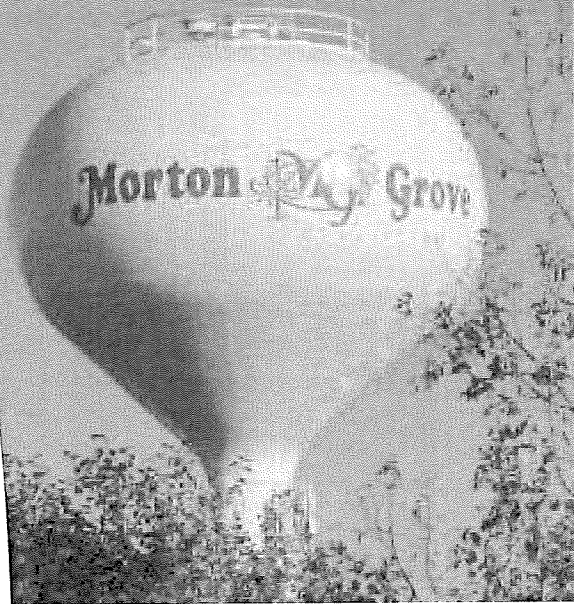
6836 Austin Center Boulevard
Suite 350
Austin, Texas 78731
P 512.427.3600
F 512.427.3699

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



Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

APPLI-1 OP ID: MMB

DATE (MM/DD/YYYY)
01/23/2017

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 J. P. & Associates, Inc. 5629 W North Avenue Milwaukee, WI 53208 Mark Behrman	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Crum and Forster Specialty Ins</td> <td>44520</td> </tr> <tr> <td>INSURER B :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER C :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER D :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER E :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER F :</td> <td>_____</td> <td>_____</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Crum and Forster Specialty Ins	44520	INSURER B :	_____	_____	INSURER C :	_____	_____	INSURER D :	_____	_____	INSURER E :	_____	_____	INSURER F :	_____
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INSURER F :	_____	_____																			
INSURED Applied Technologies, Inc 16815 W Wisconsin Ave Brookfield, WI 53005																					

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY		PKC-101593	01/25/2017	01/25/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Professional Liab					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:		CLAIMS MADE RETRO 11/1/87			GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
A	Pollution Liab		PKC-103773	01/25/2017	01/25/2018	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						Each Occ 1,000,000
						Gen Agg 1,000,000

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

CERTIFICATE HOLDER <div style="text-align: center;">DAIRYCU</div>	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 Mark Behrman

© 1988-2010 ACORD CORPORATION. All rights reserved.



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: acecclientrequest@marsh.com		
INSURED Ciorba Group, Inc. 5507 N Cumberland Avenue Chicago, IL 60656-1471		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Sentinel Insurance Company Ltd	11000
		INSURER B: Hartford Insurance Company of Illinois	38287
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 <input type="checkbox"/> 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) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	84WEGBJ9365	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
			N/A				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 HOLDERStanley Consultants, Inc.
8501 W Higgins Road Suite 730
Chicago IL 60631**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
Brenda Kunst

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2016

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 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 The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Share Service Team	
	PHONE (A/C, No, Ext): 708-845-3918	FAX (A/C, No):
E-MAIL ADDRESS: constructioncerts@thehortongroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : Evanston Insurance Company		35378
INSURER C : The Travelers Indemnity Company of		25666
INSURER D :		
INSURER E :		
INSURER F :		

INSURED ROBIENG-01

Robinson Engineering Ltd
 17000 South Park Avenue
 South Holland IL 60473

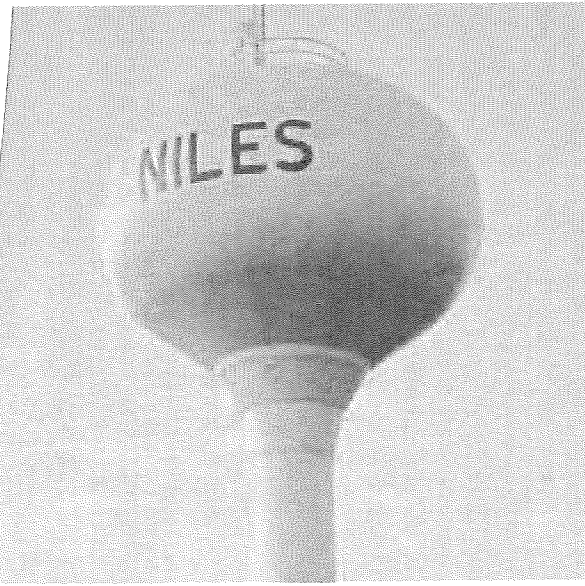
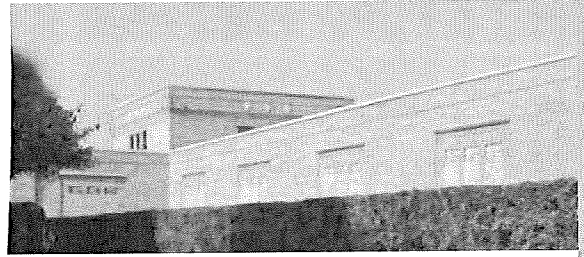
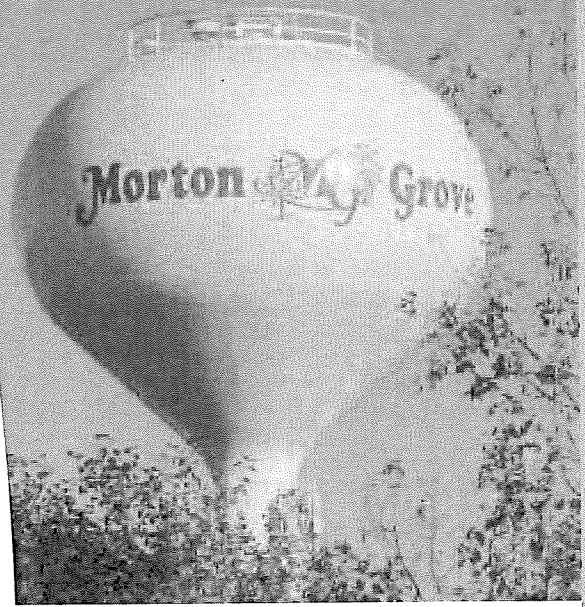
COVERAGES CERTIFICATE NUMBER: 2054032511 REVISION NUMBER:

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.

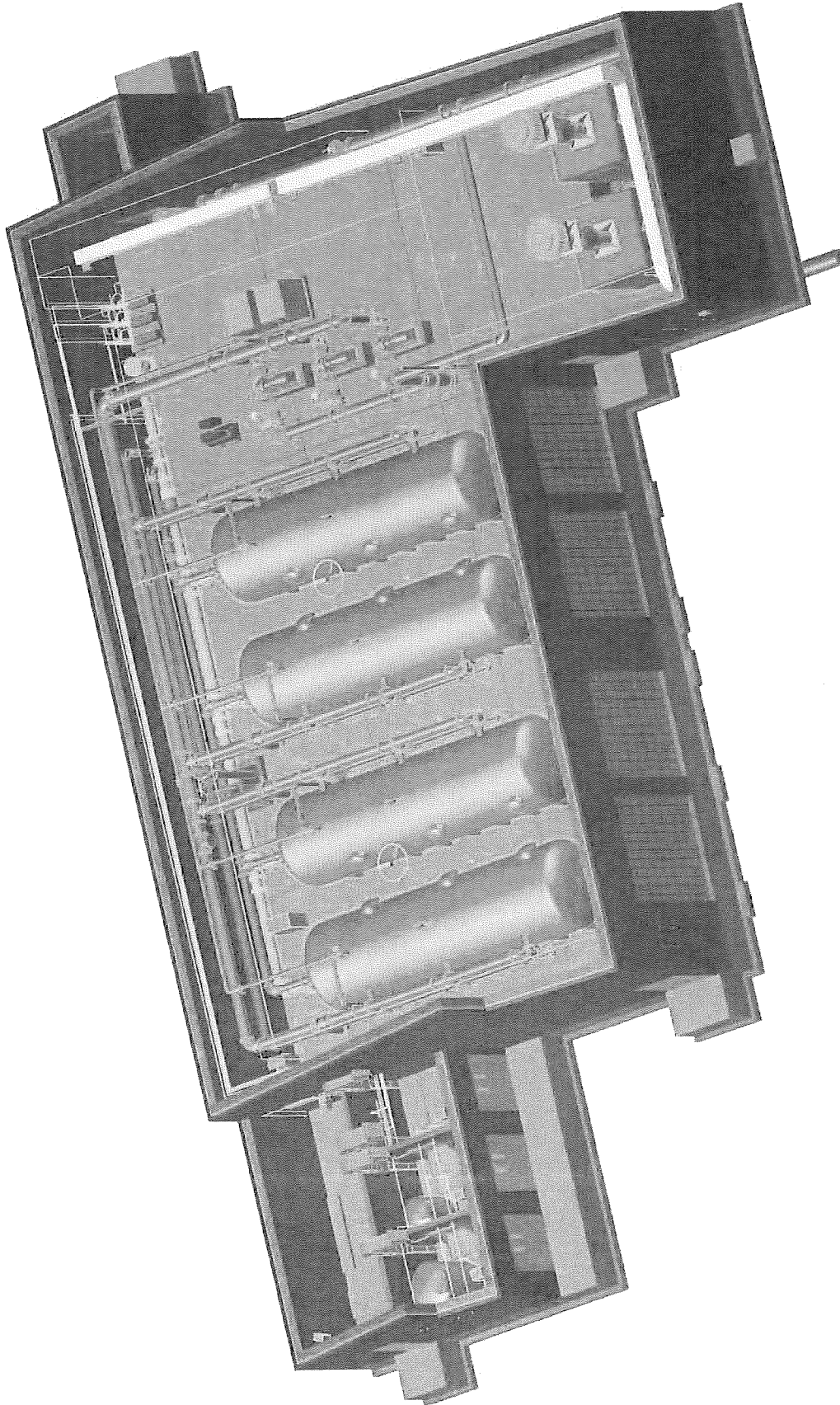
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6023587947	1/1/2017	1/1/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$15,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	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		6023587933	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		6023587916	1/1/2017	1/1/2018	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
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	6023587897	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		N/A				E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
B C	Professional Cyber Liability		MAX7PL0002405 106626323	9/9/2016 11/7/2016	9/9/2017 11/7/2017	Occ / Agg Limit	2,000,000 1,000,000

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

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY USA	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 <i>Karen Miller</i>



Project Experience
Visual Representation



PRODUCT NO. 5878
 DATE 03-01-16
 DRAWING NO. 40-A-1

FILTER BUILDING
 MECHANICAL

CITY OF WATERTOWN
 FILTER BUILDING
 WATERTOWN, WISCONSIN



**- PRELIMINARY -
 NOT FOR CONSTRUCTION**

VERIFY SCALES
 LEVELS OF BASE FINISH
 BY **APPLIED TECHNOLOGIES**
 NOT SCALE, ADJUST
 SCALES ACCORDINGLY

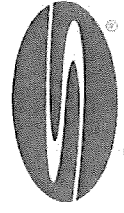
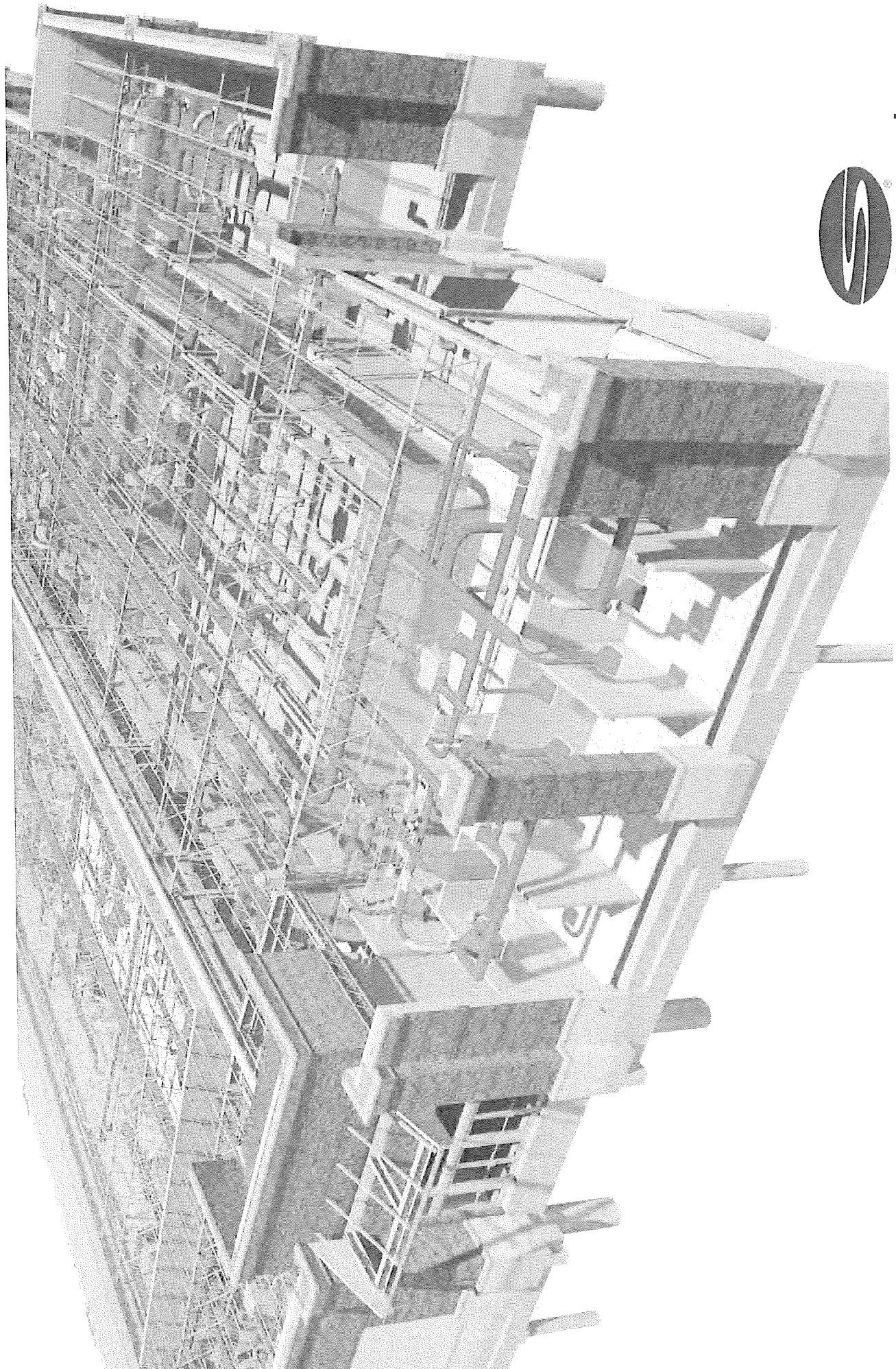
DESIGNED BY P.A.T.
 DRAWN BY P.C.C.
 CHECKED BY
 APPROVED BY



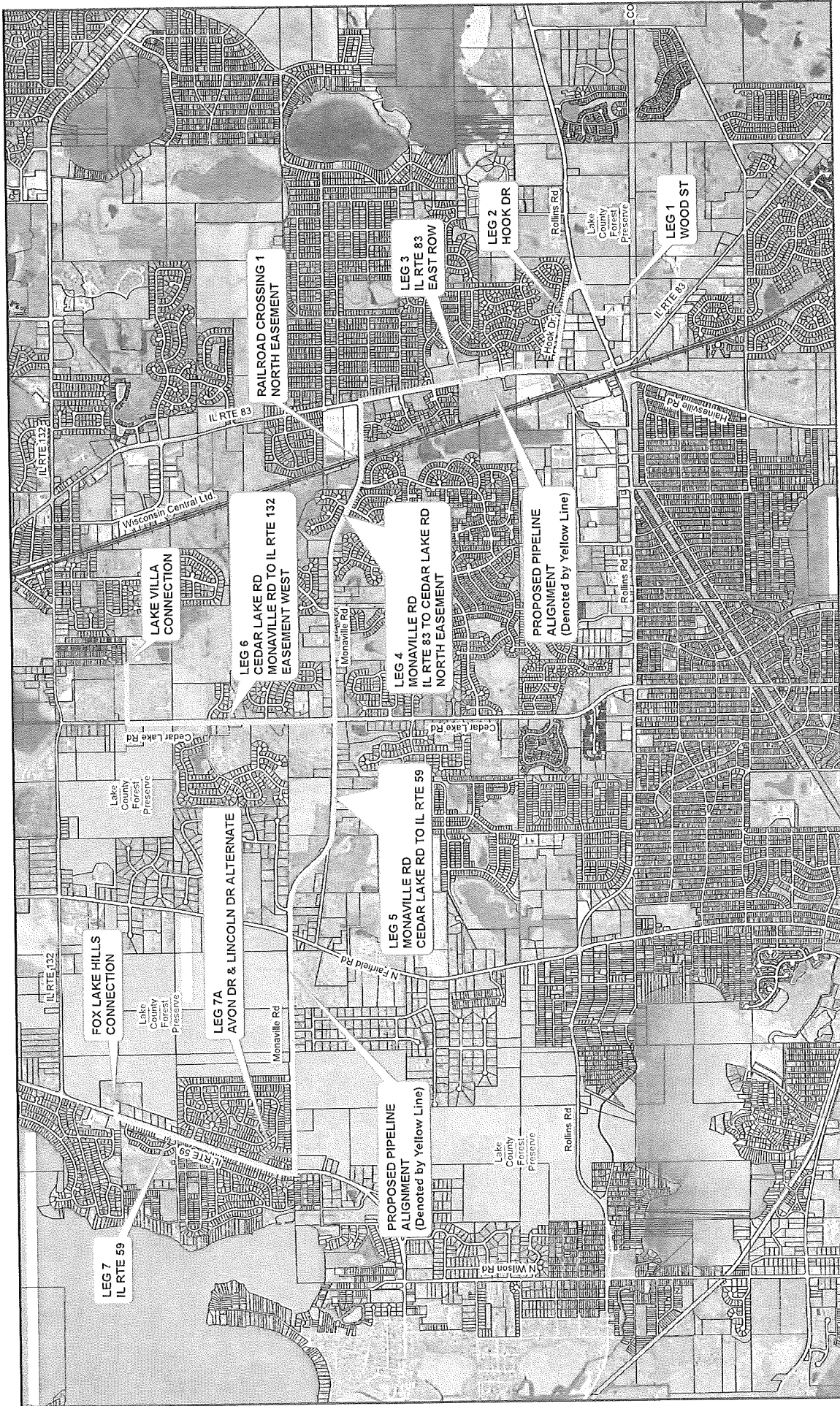
LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING PUMP STATION
- EXISTING PUMP STATION ELIMINATION
- PROPOSED SURFACE STORAGE
- PROPOSED UNDERGROUND STORAGE
- WATER QUALITY STORAGE
- CCFP PARCELS

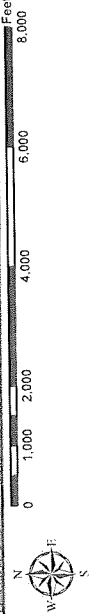
1. DISTRIBUTED LOCAL GREEN INFRASTRUCTURE
2. WASHBURNE-SKOKIE PLAY FIELD
3. WEST ELM STREET PARK
4. PARK DISTRICT MAINTENANCE FACILITY
5. CROW ISLAND - SOUTH
6. CROW ISLAND - NORTH
7. SOUTH OF WILLOW
8. FAITH, HOPE, AND CHARITY CHURCH
9. INDIAN HILL GOLF COURSE
10. FOREST PRESERVE - NORTH FOREST WAY
11. FOREST PRESERVE - SOUTH OF WILLOW
12. FOREST PRESERVE - SOUTH OF LANDFILL
13. FOREST PRESERVE - NORTHFIELD
14. SKOKIE LAGOONS
15. DUKE CHILDS LACROSSE FIELDS
16. DUKE CHILDS BASEBALL FIELDS
17. DUKE CHILDS FIELDS - COMPLETE
18. WINNETKA PARK DISTRICT PAR-3 GOLF COURSE
19. WINNETKA GOLF COURSE
20. SUNSET ROAD CONVEYANCE
21. HILL ROAD CONVEYANCE
22. INCREASE PUMP STATION CAPACITIES



Stanley Consultants INC

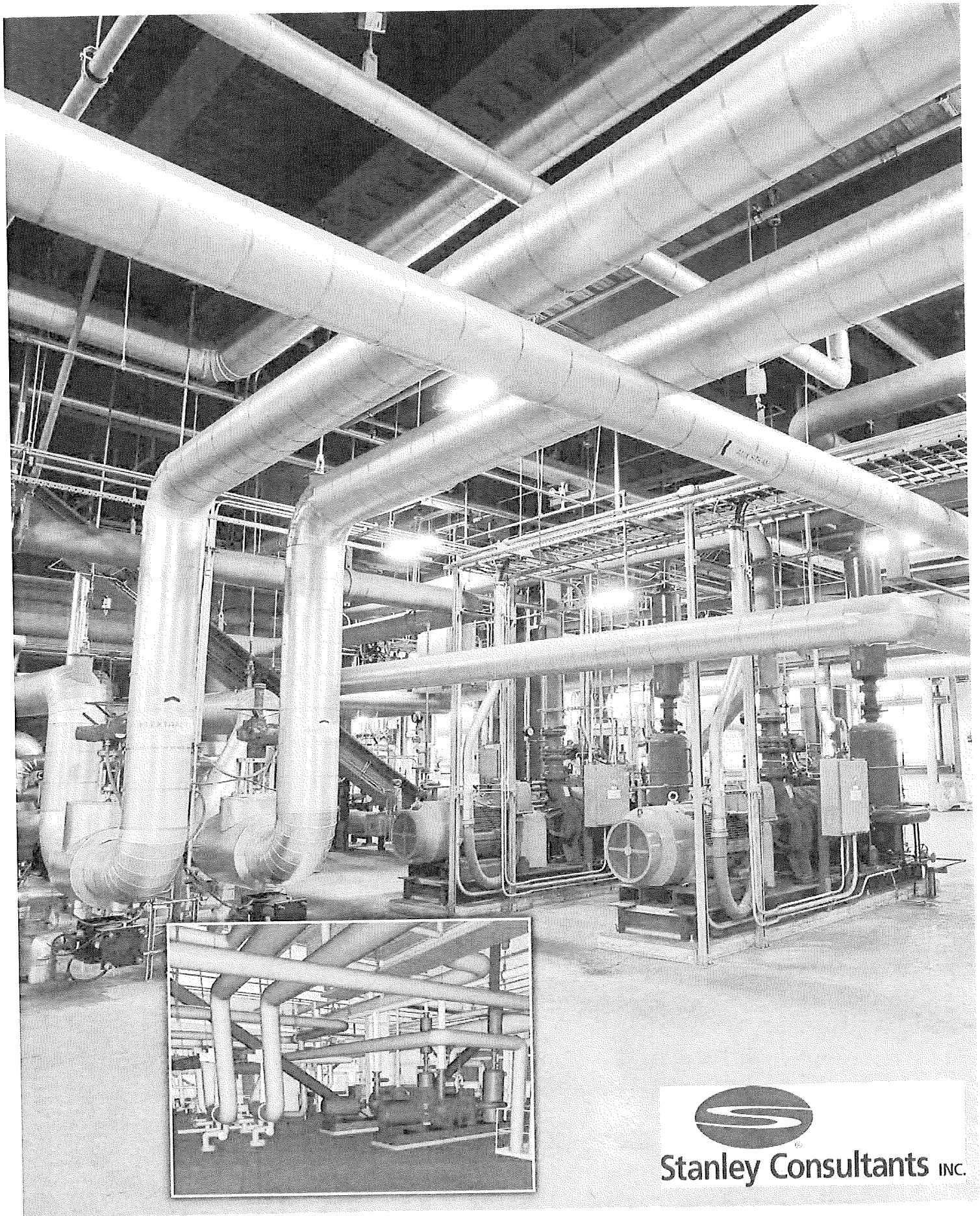


Attachment No. 1
 CLCJAWA - NW Alternative
 Proposed Limits of Corrosion Protection - Jan. 2014
 North Group Route Study - CLCJAWA Water System Expansion



Applied Technologies
 Engineers - Architects

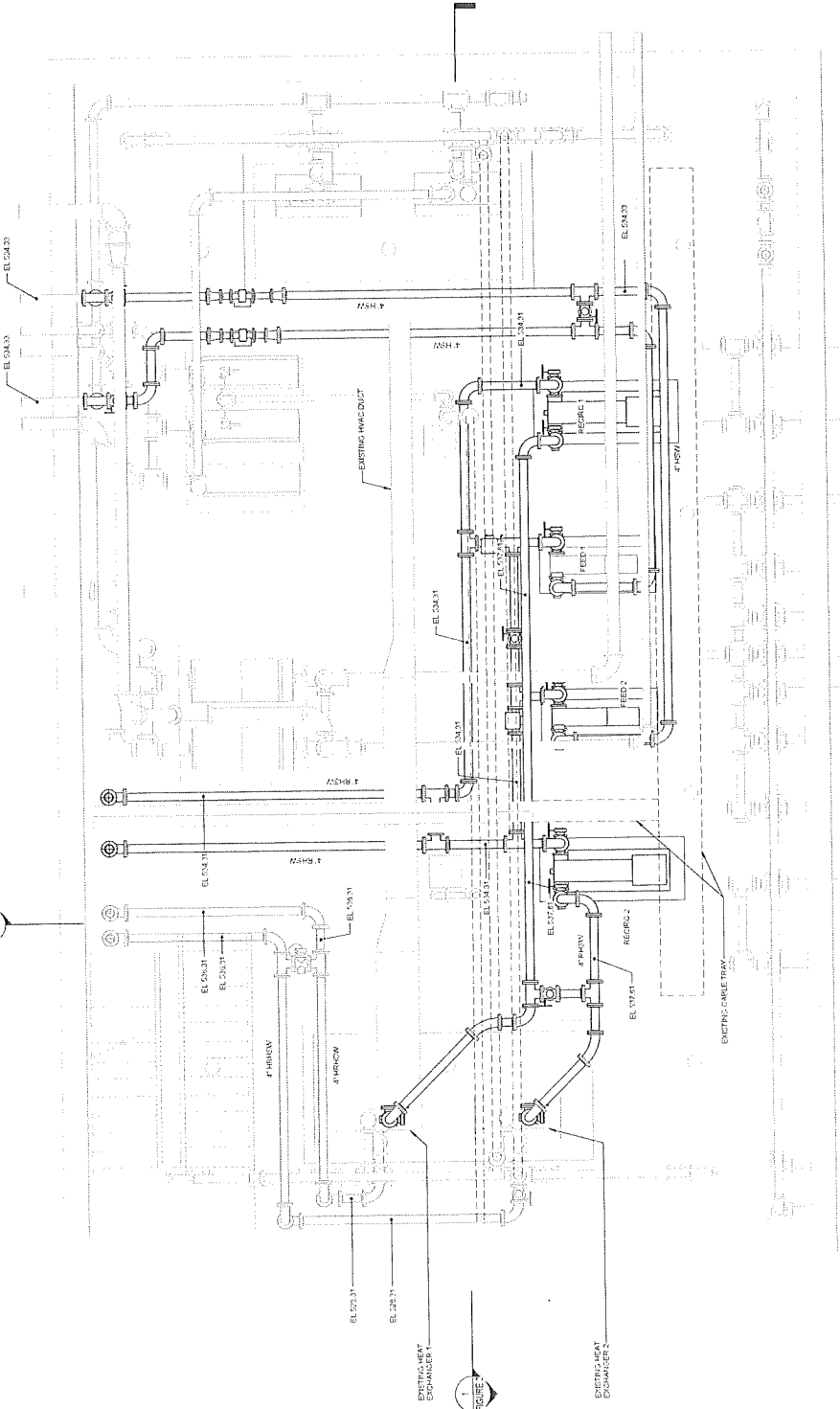





Stanley Consultants INC.

PIPING LEGEND

- 4" HSW (STRENGTH WASTE)
- 4" RHW (RETURN-HIGH STRENGTH WASTE)
- 4" HSW (RETURN-HIGH STRENGTH WASTE)
- 4" HSW (RETURN-HIGH STRENGTH WASTE)



CONCEPTUAL DESIGN
FOR REVIEW
NOT FOR CONSTRUCTION

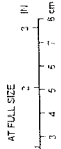
NO.	DESCRIPTION	DESIGN	REVISION	DATE



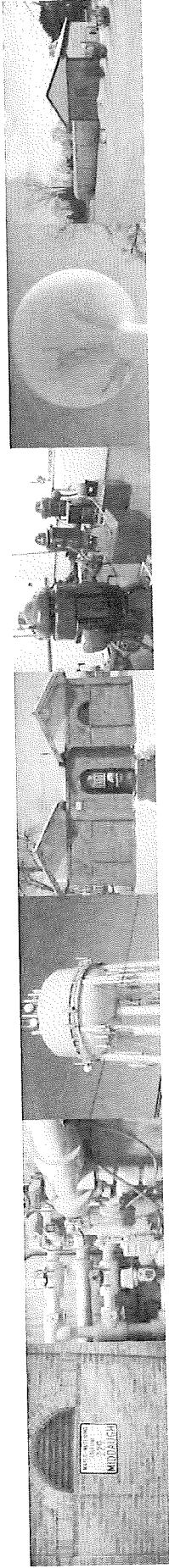
Stanley Consultants INC
225 Iowa Avenue, Muscatine, Iowa 52781-0714
www.stanleyconsultants.com

HIGH STRENGTH WASTE SERVICES
WASTEWATER TREATMENT PLANT
CITY OF MUSCATINE, IOWA

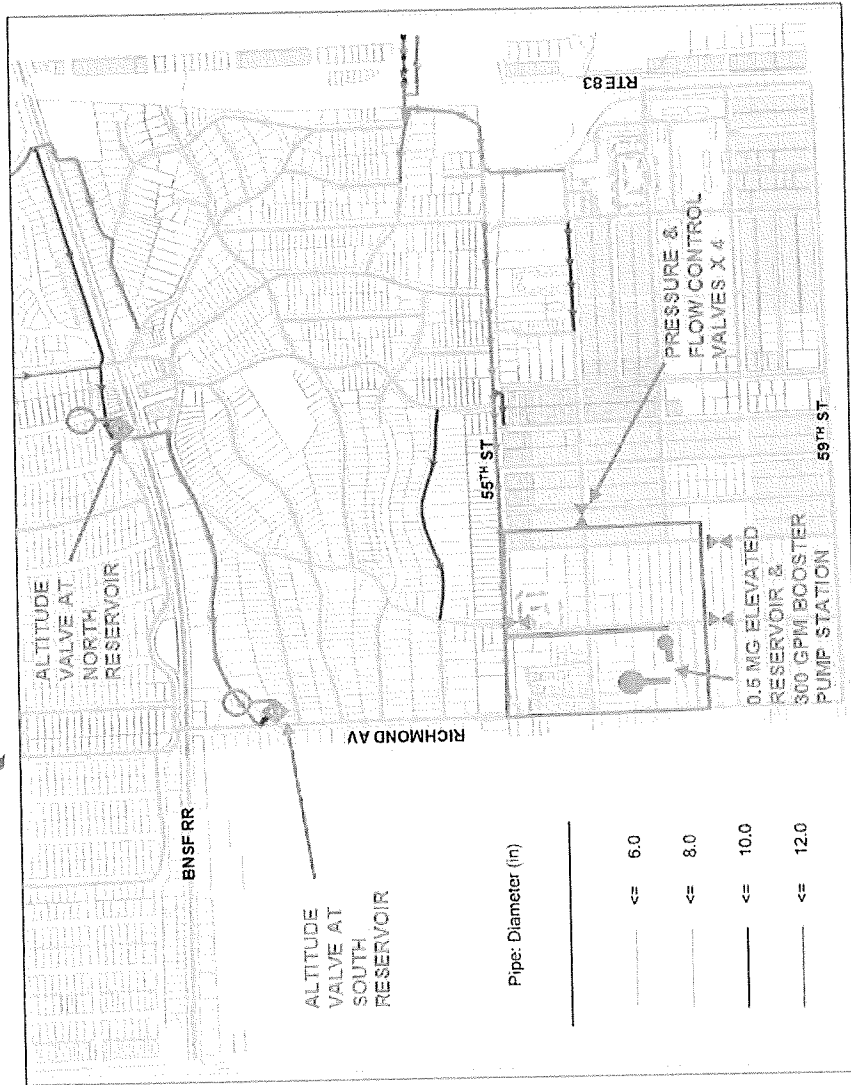
DESIGNED	SCALE	FIGURE
	3/8" = 1'-0"	1



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



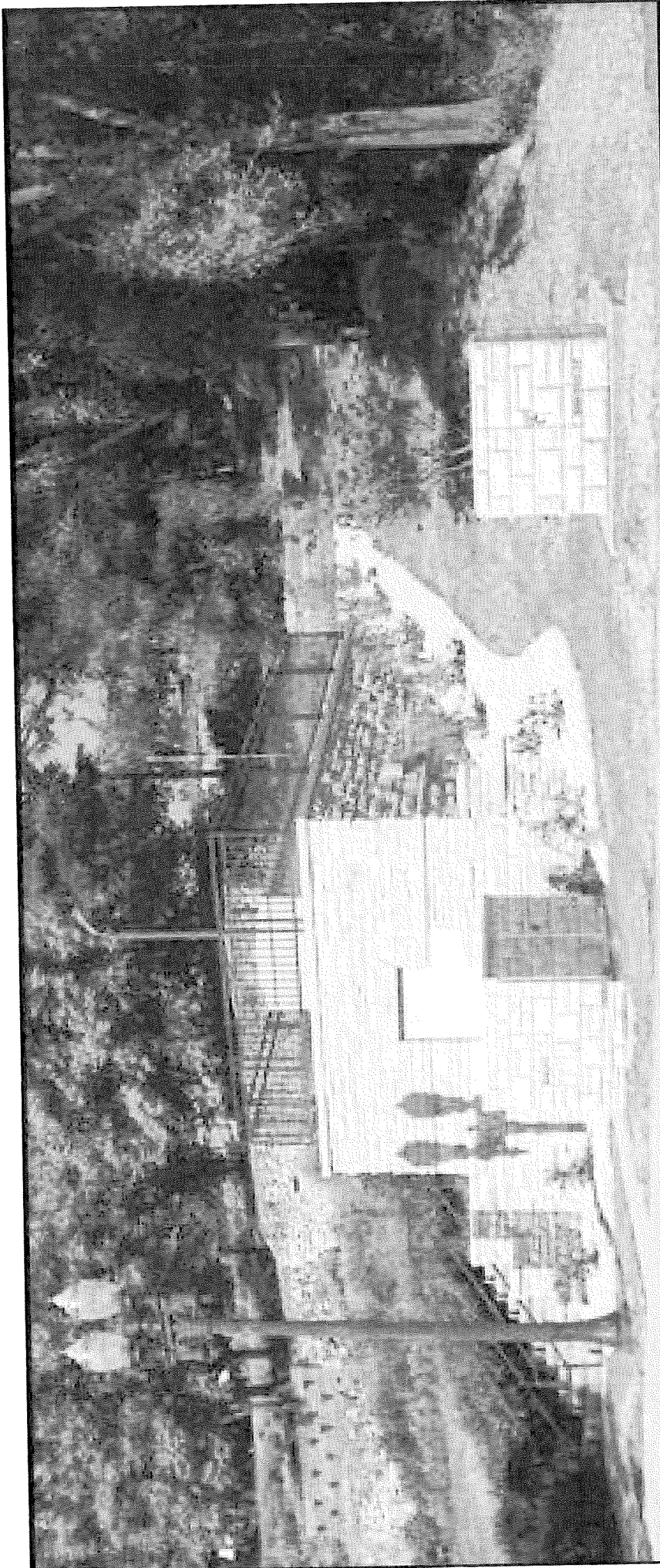
ALTERNATIVE 1 – Local Pressure Zone Control (Zone Booster)



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

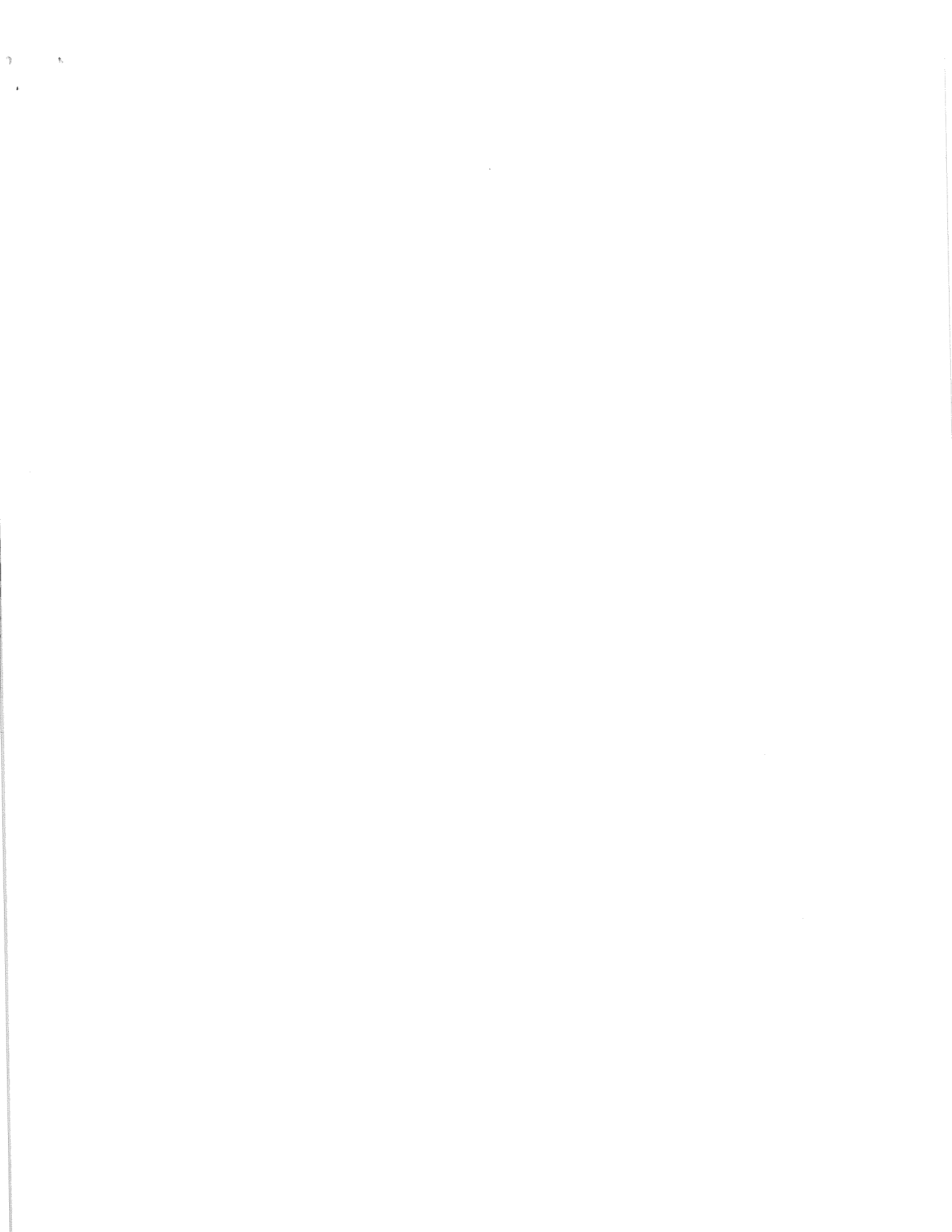
PLANNING ESTIMATE
\$17,682,000





The City of Joliet's Bluff Street Booster Station.

SA STRAND
ASSOCIATES®





 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.

**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 Corrpro 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.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 CCBBD 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.

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.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.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.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.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 Terrace.

- 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.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.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.

- 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.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.

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.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.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.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.

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.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.

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.

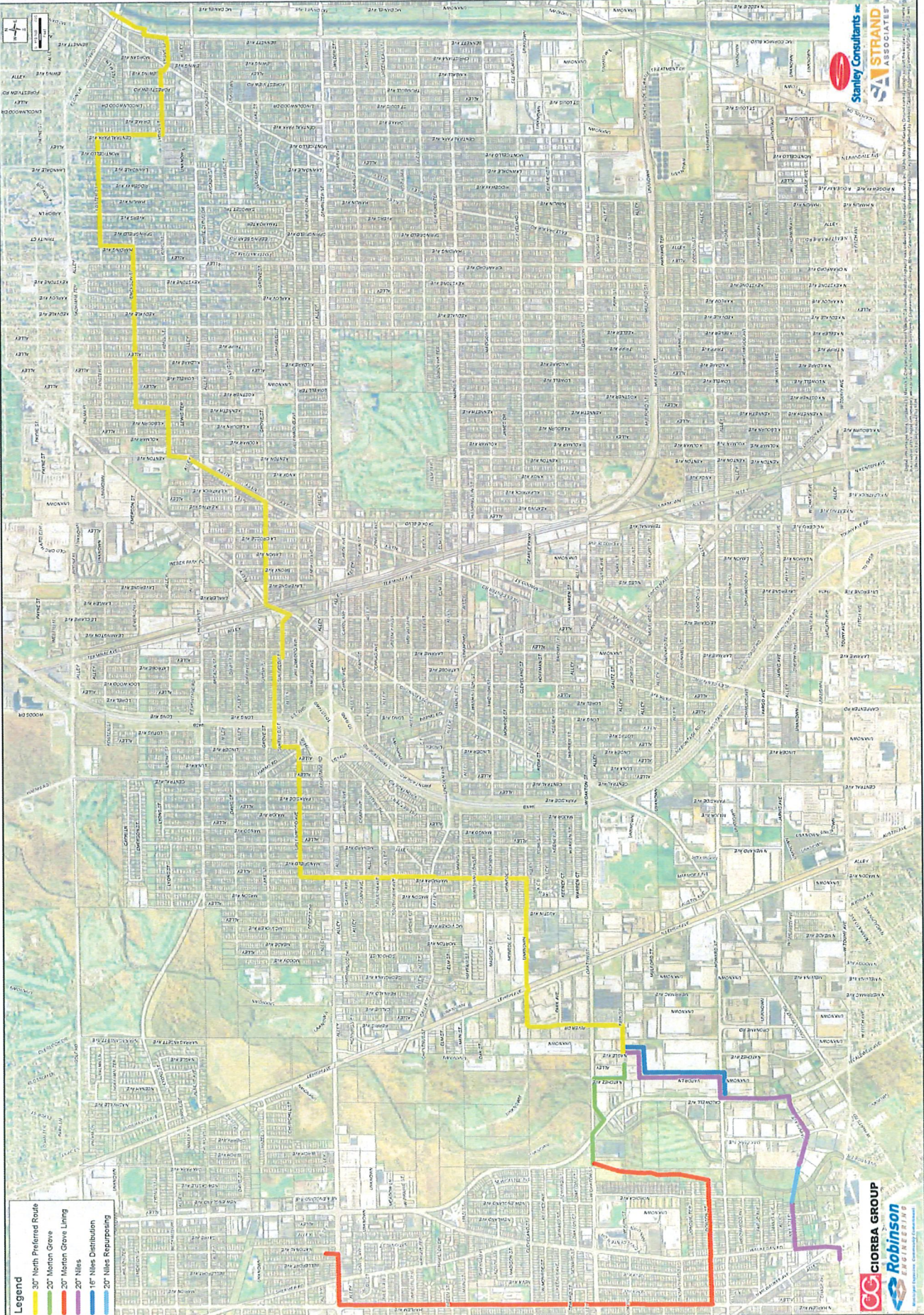
Stanley Consultants Team / Morton Grove - Niles Water Commission / Water Transmission Main & Facilities Design Revised June 30, 2017

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.

Task Number	Task Name	Total Hours	Percent of Total Project Hours	Total \$	Project Manager	Cost & Schedule Manager	Lead Civil & Mechanical Engineers	Lead Electrical Engineer	Lead Structural Engineer	Engineer	Sr Civil & Mechanical Engineers	Road & Detour Engineers	Hydraulic Modeler	Civil Engineers	Architect	Structural Engineers	Electrical Engineers	I&C Engineer	Lead Surveyor	Permit Engineers	Cost Estimator	Specifications Writer	Lead Designer	Admin. Assistants & Project IT	Designers	GIS Tech	Geotechnical Engineer	QA/QC Reviews	Environmental Specialist		
D	Transmission Main Package - West (Strand Associates)	4294.0	16.6%	\$ 550,872	270.0		1,290.0			1,810.0															472.0						
D.1	Process Meetings	390.0	1.5%	\$ 71,060	20.0		120.0			60.0																10.0					
D.2	Permitting and Land Acquisition Assistance	320.0	1.2%	\$ 49,890	40.0		10.0			40.0																10.0					
D.3	Project Contract Sequencing, Improvements Scheduling, & Construction Ops Plan	610.0	2.3%	\$ 121,100	30.0		40.0			40.0																10.0					
D.4	Standard Specifications, Details, and Plan Appearance	30.0	0.1%	\$ 48,230	20.0		20.0			40.0																10.0					
D.5	30% Preliminary Plan and Profile Drawings	870.0	3.4%	\$ 117,050	80.0		40.0			80.0																10.0					
D.6	Alignment Field Verification	140.0	0.5%	\$ 19,300	10.0		40.0			80.0																10.0					
D.7	Workshop Consultations & Trac & Sign Inventions	70.0	0.3%	\$ 10,030	10.0		20.0			20.0																10.0					
D.8	25% Critical Crossings Plan and Profile Drawings	880.0	3.4%	\$ 110,430	60.0		40.0			20.0																10.0					
D.9	75% Permit Plans and Profile Drawings and Specifications	470.0	1.8%	\$ 58,410	20.0		40.0			20.0																10.0					
D.10	90% Construction Plan and Profile Drawings and Specifications	310.0	1.2%	\$ 41,160	20.0		20.0			60.0																10.0					
D.11	100% Bidding Documents	130.0	0.5%	\$ 15,710	10.0		10.0			20.0																10.0					
D.12	Engineer's Opinion of Probable Cost (75% and 90%)	80.0	0.3%	\$ 18,800						20.0																10.0					
D.13	Quality Assurance and Quality Control (QA/QC)	70.0	0.3%	\$ 10,770	10.0		10.0			20.0																10.0					
D.14	Additional Preparation Assistance	10.0	0.0%	\$ 2,350	10.0					30.0																10.0					
D.15	Bid Review Assistance	120.0	0.5%	\$ 13,150	10.0		10.0			30.0																10.0					
D.16	Confirmed Contract Documents	4930.0	19.1%	\$ 689,091	530.0		530.0			1,730.0																90.0					
E	Pipeline Maintenance Package (Robinson Engineering)																														
E.1	Project Meetings	272.0	1.1%	\$ 47,092	120.0		80.0			120.0																12.0					
E.2	Permitting Assistance	2.0	0.0%	\$ 388	2.0		40.0			8.0																12.0					
E.3	30% Preliminary Plan and Profile Drawings	328.0	1.3%	\$ 45,012	16.0		40.0			80.0																12.0					
E.4	75% Permit Plans and Profile Drawings and Specifications	564.0	2.2%	\$ 81,036	12.0		40.0			120.0																64.0					
E.5	90% Construction Plan and Profile Drawings and Specifications	196.0	0.8%	\$ 27,640	8.0		40.0			40.0																40.0					
E.6	100% Bidding Documents	272.0	1.1%	\$ 38,288	8.0		24.0			24.0																40.0					
E.7	Engineer's Opinion of Probable Cost (75% and 90%)	68.0	0.3%	\$ 10,764	2.0		2.0			8.0																16.0					
E.8	Quality Assurance and Quality Control (QA/QC)	44.0	0.2%	\$ 7,848	2.0		2.0			4.0																12.0					
E.9	Additional Preparation Assistance	40.0	0.2%	\$ 6,456	4.0		16.0			4.0																4.0					
E.10	Bid Review Assistance	16.0	0.1%	\$ 2,536	4.0		8.0			4.0																4.0					
E.11	Confirmed Contract Documents	36.0	0.1%	\$ 6,136	4.0		16.0			16.0																16.0					
F	Intermittent Pump Station (Stanley Consultants & Knight FA)	1830.0	7.1%	\$ 273,996	186.0		308.0			112.0																					
F.1	Project Meetings	80.0	0.3%	\$ 10,980	60.0					20.0																					
F.2	Project Contract Sequencing, Improvements Scheduling, & Construction Ops Plan	40.0	0.2%	\$ 5,960	40.0																										
F.3	30% Preliminary Site Plan & Building Drawings	372.0	1.4%	\$ 48,580	34.0		30.0			30.0																60.0					
F.4	Zoning & Special Permit Documents	128.0	0.5%	\$ 12,880	20.0		20.0			8.0																8.0					
F.5	75% Permit Plan and Profile Drawings and Specifications	610.0	2.4%	\$ 76,930	22.0		48.0			34.0																80.0					
F.6	90% Construction Plan and Profile Drawings and Specifications	300.0	1.2%	\$ 45,180	16.0		36.0			16.0																32.0					
F.7	100% Bidding Documents	394.0	1.5%	\$ 55,198	42.0		16.0			16.0																32.0					
F.8	Engineer's Opinion of Probable Cost (75% and 90%)	112.0	0.4%	\$ 15,272	24.0		3.0			4.0																6.0					
F.9	Quality Assurance and Quality Control (QA/QC)	34.0	0.2%	\$ 5,088	24.0		6.0			8.0																8.0					
F.10	Additional Preparation Assistance	8.0	0.0%	\$ 1,060	2.0		2.0			2.0																2.0					
F.11	Bid Review Assistance	8.0	0.0%	\$ 1,102	8.0		8.0			8.0																8.0					
F.12	Confirmed Contract Documents	46.0	0.2%	\$ 5,922	2.0					8.0																8.0					
G	MGNWC Pump Station (Stanley Consultants & Knight FA)	2200.0	8.5%	\$ 291,417	264.0		139.0			75.0																					
G.1	Project Meetings	40.0	0.2%	\$ 5,020	20.0																										
G.2	Project Contract Sequencing, Improvements Scheduling, & Construction Ops Plan	100.0	0.4%	\$ 13,080	10.0					80.0																					
G.3	Transmission System Hydraulic Modeling and Surge Analysis	480.0	1.9%	\$ 66,284	18.0		60.0			24.0																80.0					
G.4	30% Preliminary Site Plan & Building Drawings	758.0	2.9%	\$ 102,878	34.0		80.0			48.0																80.0					
G.5	75% Permit Plan and Profile Drawings and Specifications	760.0	2.9%	\$ 101,072	26.0		60.0			36.0																4.0					
G.6	90% Construction Plan and Profile Drawings and Specifications	346.0	1.3%	\$ 44,226	12.0		32.0			10.0																2.0					
G.7	100% Bidding Documents	122.0	0.5%	\$ 16,830	44.0		6.0			2.0																16.0					
G.8	Engineer's Opinion of Probable Cost (75% and 90%)	76.0	0.3%	\$ 12,824	24.0		12.0			16.0																8.0					
G.9	Quality Assurance and Quality Control (QA/QC)	40.0	0.2%	\$ 3,960	8.0		8.0			2.0																2.0					
G.10	Additional Preparation Assistance	8.0	0.0%	\$ 1,192	8.0		8.0			8.0																8.0					
G.11	Bid Review Assistance	8.0	0.0%	\$ 1,192	8.0		8.0			8.0																8.0					

MORTON GROVE AND HIES DETAILED WATER STUDY
COOK COUNTY, ILLINOIS

TRANSMISSION MAIN IMPROVEMENTS



- Legend**
- 30" North Preferred Route
 - 30" Morton Grove
 - 20" Morton Grove Lining
 - 20" Niles
 - 16" Niles Distribution
 - 20" Niles Re-piping



1

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 FWHA 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.

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

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.

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.

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.

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:

NOTES

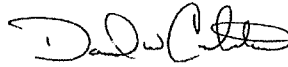
1. Standby charges will apply for any work stoppages beyond Corrpro's control including, but not limited to, inclement weather or customer directive, and will be invoiced at a maximum of 5 hours/day. Charges will not be added to the invoice without prior approval from Client representative.
2. Corrpro 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

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

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

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 Principals 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.** Corpro'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 Corpro and Buyer signed by an authorized representative of Corpro 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 Corpro address stated on the Sales Document.

23. **Interpretation.** Corpro 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 Corpro 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 Corpro 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 Corpro.