

**RESOLUTION NO. 17-15**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN MORTON GROVE-NILES WATER COMMISSION AND RW COLLINS COMPANY FOR REMOVAL OF UNDERGROUND STORAGE TANK AT 7900 NAGLE AVENUE MORTON GROVE, IL**

**WHEREAS**, the Morton Grove Niles Water Commission, located in Cook County, Illinois ("MGNWC"), has been established to operate a public water supply system (the "System") by an intergovernmental agreement adopted by the Village of Morton Grove and the Village of Niles pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the MGNWC further operates in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution (the "Act"); and

**WHEREAS**, on or about October 5, 2017, the Morton Grove-Niles Water Commission (MGNWC), issued a Request for Proposals, entitled "*Demolition, Asbestos Abatement and Underground Storage Tank Removal Specifications and Request for Bid*" (the MGNWC RFP), to provide services relating to the demolition, asbestos abatement and removal as well as the removal of an underground storage tank at 7900 Nagle Avenue, Morton Grove, Illinois; and

**WHEREAS**, RW Collins Company whose mailing address is 7225 W. 66<sup>th</sup> Street, Chicago, Illinois 60638 submitted the lowest bid for the services relating to the underground storage tank at 7900 Nagle Avenue, Morton Grove, IL (the "Services"). RW Collins Company's bid did not include services relating to the demolition, asbestos abatement and removal of the building; and

**WHEREAS**, RW Collins Company was deemed qualified by the MGNWC's environmental consultant, True North Consultants, Inc. to provide the Services; and

**WHEREAS**, MGNWC and RW Collins Company have negotiated an agreement for the Services for the not to exceed price of \$17,750 pursuant to terms and conditions in substantially the same as the agreement attached hereto as Exhibit A and made a part hereof (the "Agreement"); and

**WHEREAS**, the Governing Authority has the authority to enter into the Agreement and finds that entering into this Agreement is in the best interests of the Agency and its members.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE MORTON GROVE-NILES WATER COMMISSION, AS FOLLOWS:**

**SECTION 1: PREAMBLE.** 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: AGREEMENT.** The Governing Authority authorizes the approval of the economic terms and the attached form of an agreement entitled *Agreement Between Morton Grove-Niles Water Commission and RW Collins Company for Removal of Underground Storage*

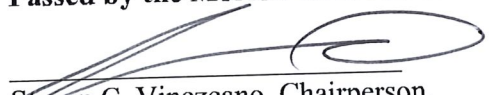
Tank at 7900 Nagle Avenue Morton Grove, Il for the purposes set forth in the Agreement, attached hereto as **Exhibit "A"**.

**SECTION 3: EXECUTION AND IMPLEMENTATION.** The Government Authority authorizes and directs the Commission Chair, or his designee, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, 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 4. SEVERABILITY.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 5. REPEALER.** All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**Passed by the Morton Grove Niles Water Commission on October 26, 2017.**

  
Steven C. Vinezeano, Chairperson,  
Morton Grove Niles Water Commission

AYES: \_\_\_\_\_

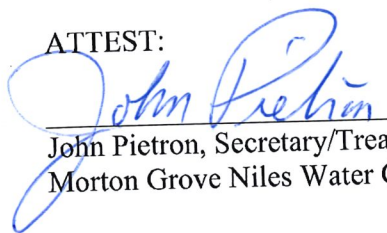
NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PUBLISHED in the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

RECORDED in the Morton Grove Niles Water Commission Records on \_\_\_\_\_, 20\_\_.

ATTEST:

  
John Pietron, Secretary/Treasurer  
Morton Grove Niles Water Commission

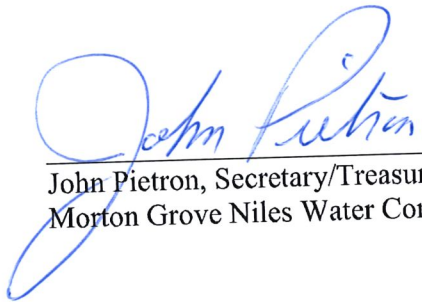
CERTIFICATION

I, John Pietron, certify that I am the duly appointed, qualified and acting Secretary/Treasurer Clerk of the Morton Grove Niles Water Commission. I do further certify that the above and foregoing, identified as Resolution Number 17-15, is a true, complete and correct copy of an ordinance otherwise identified as:

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN MORTON GROVE-NILES WATER COMMISSION AND RW COLLINS COMPANY FOR REMOVAL OF UNDERGROUND STORAGE TANK AT 7900 NAGLE AVENUE MORTON GROVE, IL

passed by the Morton Grove Niles Water Commission on the 26 day of October 2017, the original of which is part of the books and records within my control as Secretary/Treasurer of the Morton Grove Niles Water Commission.

Dated this 26 day of October 2017

  
\_\_\_\_\_  
John Pietron, Secretary/Treasurer  
Morton Grove Niles Water Commission

**Exhibit "A"**

Agreement Between Morton Grove-Niles Water Commission  
and RW Collins Company for  
Removal of Underground Storage Tank at 7900 Nagle Avenue Morton Grove, IL





# Additional Insured -- Owners, Lessees Or Contractors -- **ZURICH** Completed Operations -- Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO3703066	5/1/17	5/1/18	5/1/17			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
Only those persons or organization where required by written contract or written agreement.	Where required by written contract or written agreement.	

Section II - Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.





# Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP3703067	5/1/17	5/1/18	5/1/17			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".



agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### **Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### **S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### **T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**AGREEMENT BETWEEN MORTON GROVE-NILES WATER COMMISSION AND RW COLLINS COMPANY.  
FOR REMOVAL OF UNDERGROUND STORAGE TANK  
AT 7900 NAGLE AVENUE MORTON GROVE, IL**

This agreement ("Agreement") is made this 25 day of October, 2017, by and between RW Collins Company, an Illinois corporation, whose mailing address is 7225 W. 66<sup>th</sup> Street, Chicago, Illinois 60638 (the "Contractor") and the Morton Grove-Niles Water Commission, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The Contractor 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 October 5, 2017 the MGNWC issued an RFP, and on October 11, 2017 the MGNWC issued an addendum to this RFP for the removal of an underground storage tank and related services at property owned by the MGNWC commonly known as 7900 Nagle Avenue Morton Grove, IL.; and

WHEREAS, RW Collins Company. (the "Contractor") submitted the lowest qualified bid for these service; and

The MGNWC and the Contractor further negotiated and refined the final Scope of Services that are to be performed by the Contractor under this Agreement attached hereto as Exhibit A and made a part hereof (the "Services"), and

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

WHEREAS, the Contractor 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 Contractor shall perform the Services described below, and the MGNWC shall pay the Contractor for said performance, under the following terms and conditions:

**SECTION 1. INCORPORATION AND DEFINITIONS.**

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

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

- A. The term "Agreement" includes the Recitals set forth above, which are incorporated into Section 1 of this Agreement, and shall mean this Agreement and its attached Exhibits as entered into by the Contractor and MGNWC setting forth the terms and conditions governing the Services.
- B. The term "MGNWC Affiliates" means MGNWC's and the Villages of Morton Grove and Niles' former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, Contractors, authorized representatives and volunteers.

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 Primary Representative shall, in the case of any off-hours emergency, be readily accessible and available for a quick response. The Contractor shall immediately notify the MGNWC in writing of any change in the identity and telephone number of the Contractor's Primary Representative. The Primary Representative shall not be changed by the Contractor without the MGNWC's prior written approval. If the Primary Representative fails to perform the Services to the satisfaction of the MGNWC, then the Contractor shall immediately replace the Primary Representative with a new person with comparable experience and knowledge.

- (2) Availability of Personnel. The Contractor shall provide adequate personnel necessary to complete the Services. The Contractor shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning or receiving notice of the resignation of any personnel assigned to regularly perform the Services. The Contractor shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of time in performing the Services as a result of any such termination, reassignment or resignation.
- (3) Approval and Use of Sub-consultants / Sub-contractors. The Contractor shall perform the Services with its own personnel and under the management, supervision and control of its own organization, unless otherwise approved in advance and in writing by the MGNWC. All sub-consultants and sub-contractors used by the Contractor shall be acceptable to and approved in advance by the MGNWC. The MGNWC's approval of any sub-consultant or sub-contractor shall not relieve the Contractor of full responsibility and liability for the provision, performance and completion of the Services as required by this Agreement, including the agreed upon compensation for the Services. All Services performed under any sub-contract shall be subject to each of the terms of this Agreement, in the same manner as if performed by employees of the Contractor. Every subcontract that the Contractor enters into in regard to the performance of the Services under this Agreement shall include an express provision binding the sub-consultant or sub-contractor to all of the terms of this Agreement, and specifically noting the obligations in this Section 3.C(3).
- (4) Removal of Personnel and Sub-consultants / Sub-contractors. If any of Contractor's personnel or any sub-consultant or sub-contractor fails to perform the Services in a manner satisfactory to the MGNWC and consistent with commonly accepted industry standards and professional practices, the Contractor shall immediately, upon notice from the MGNWC, remove and replace such personnel or sub-consultant or sub-contractor. The Contractor shall have no claim for damages, for compensation more than the amount contained in this Agreement, or for a delay or extension of time of performance because of any such removal or replacement.
- (5) Financial Ability to Perform. The Contractor states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization and staff necessary to provide, perform and complete the Services set forth in this Agreement.

<u>Exhibit C</u>	Compensation and Fee Schedule for Services ("Fee Schedule")
<u>Exhibit D</u>	Services Change Order (Form)
<u>Exhibit E</u>	Performance and Payment Bond (Form)
<u>Exhibit F</u>	Insurance Requirements for the Contractors, Sub-consultants and Sub-contractors
<u>Exhibit G</u>	Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement

**SECTION 5. INDEPENDENT CONTRACTOR STATUS.**

A. Relationship of the Parties. The Contractor's role, and the role of its employees and its sub-consultants and sub-contractors, with respect to the performance of the Services, is solely that of an independent contractor. The following terms and conditions are operative and applicable to the Parties under this Agreement:

- (1) Non-Exclusive Contractual Arrangement. The Contractor and its employees and its sub-consultants and sub-contractors are retained under a non-exclusive contractual arrangement to perform the Services only for the limited purposes set forth in this Agreement. No provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of "employer-employee," "principal and agent," "partners" or "participants in a joint venture."
- (2) No Authority to Bind. The Contractor and its employees and its sub-consultants and sub-contractors shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of the MGNWC or Morton Grove or Niles.
- (3) Not Employees of MGNWC, Morton Grove or Niles. The Contractor 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 or Niles, 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 Contractor, and its employees and its sub-consultants and sub-contractors. Nothing in this Agreement shall be construed as MGNWC, Morton Grove or Niles 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 or Niles if the MGNWC and the Contractor, and its employees and its sub-consultants and sub-contractors, were engaged in an "employer-employee" relationship.
- (4) Payment of Taxes. The Contractor and its employees and its sub-consultants and sub-contractors are responsible, pursuant to applicable law, for payment of any income and

SECTION 6. COMPENSATION AND METHOD OF PAYMENT.

A. Fee Amount.

- (1) Fee Schedule. The MGNWC agrees to pay for any requested, fully completed and accepted Services rendered by the Contractor in accordance with and not to exceed the Compensation and Fee Schedule attached hereto as Exhibit C of this Agreement. The "not to exceed" Fee for the Basic Services shall be \$17,750 (the "Not-To-Exceed Fee").
- (2) Out-of-Pocket Costs. The Contractor, at its sole cost, shall pay all other expenses related to the performance of this Agreement including, but not limited to, travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment. The Contractor may request reimbursement of these out-of-pocket costs, including the Reimbursable Costs shown in Exhibit C, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.
- (3) Scope of Fees. The amounts set forth in the Compensation and Fee Schedule include all applicable Federal, State, County and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or similar benefits, and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation due to the payment by the Contractor of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Contractor, and any claim or demand from any person that the MGNWC or Morton Grove or Niles pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Contractor.

B. Invoices and Payment.

- (1) Frequency and Content. The Contractor shall submit invoices to the MGNWC monthly to the MGNWC Representative. Each invoice must be accompanied by receipts, vouchers and other documents as necessary to reasonably establish the Contractor's right to payment of the Compensation stated in the invoice. In addition, each invoice must include employee classifications and employee designations (e.g., initials), rates per hour, and hours worked by each employee classification. If the Services are to be performed in separate phases, then, for each phase, the invoice must also include: the total amount billed in the current phase(s), the total amount billed to date including each completed phase and any current phase(s), and the estimated percent completion of the Services for each phase and on an overall basis.
- (2) Invoice Payment. The MGNWC agrees to make payments to the Contractor within thirty (30) calendar days of receipt of the invoice, unless there is a dispute regarding 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 regarding 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 Contractor to stop

MGNWC at a reasonable per page photocopy expense or in an electronic or digital format at no charge.

D. Claim In Addition To Agreement Amount.

- (1) The Contractor shall provide written notice to the MGNWC of any claim for additional Compensation because of any action taken by the MGNWC, within fifteen (15) calendar days after the occurrence of such action.
- (2) The Contractor acknowledges and agrees that written notice pursuant to this Section shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and that any changes in the Agreement Amount shall be valid only upon written amendment signed by all Parties pursuant to Section 6F. (Service Change Orders; Delays) below.
- (3) Regardless of the decision of the MGNWC relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the Services required to complete the Services under this Agreement, as determined by the MGNWC, without interruption.

E. Additional Services. The Contractor acknowledges and agrees that in no event shall the MGNWC or Morton Grove or Niles be liable for any additional Compensation or fees or costs incurred by the Contractor or any sub-consultant or sub-contractor in connection with any Services provided by the Contractor or any sub-consultant or sub-contractor that are outside of, or exceed, the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the MGNWC or Morton Grove or Niles, except upon the prior written consent of the MGNWC provided under Section 6.F. (Service Change Orders; Delays) below.

F. Services Change Orders; Delays.

- (1) Services Change Orders. The MGNWC, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "Services Change Order"). Any one or more Services Change Order which increases the original contract not to exceed price amount (individual or in the aggregate) by more than Twenty Thousand and No/100 Dollars (\$20,000.00) must be approved by Resolution of the governing authorities of the MGNWC. For a Services Change Order below the Twenty Thousand and No/100 Dollars (\$20,000.00) threshold, the MGNWC Representative is authorized to execute the Services Change Order (provided it is not part of other related Services Change Orders that, in the aggregate, exceed the foregoing dollar threshold) after review and approval by the MGNWC Chair. Copies of all Services Change Orders will be sent to the MGNWC Board by the MGNWC Representative upon receipt from the Contractor. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as Exhibit D. The MGNWC or the Contractor may request a Services Change Order based on new or different information or changes in conditions or circumstances that were not known or not anticipated at the time of approval of this Agreement that results in change in the scope of any Services to be performed under this Agreement. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation as mutually agreed to by the Parties.



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

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

#### SECTION 7. PERFORMANCE AND STANDARD OF SERVICES.

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

- (1) Standard of Performance. The Contractor shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "Standard of Performance"). All Services must be free from defects and flaws, must conform to the requirements of this Agreement, and must be performed in accordance with the Standard of Performance. The Contractor is fully and solely responsible for the quality, technical accuracy, completeness and coordination of all Services. Such performance shall be to the satisfaction of the MGNWC. All Services shall be performed in a reasonably prompt manner.
- (2) Corrections of Defects, Errors and Omissions. If any errors, omissions or acts, intentional or negligent, are made by the Contractor and/or its employees, its sub-consultants and sub-contractors in providing the Services, the correction of which requires additional Services, the Contractor shall be required to perform such additional Services as may be necessary to remedy same without undue delay and without any charge or cost to the MGNWC. The Contractor must provide, for no additional compensation and at no separate expense to the MGNWC, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Contractor or of the Contractor's sub-consultants or suppliers.
- (3) Risk of Loss. The Contractor bears the risk of loss in providing all Services. The Contractor is responsible for all damages to property or persons arising from any Contractor negligent or intentional error, omission or act and for any losses or costs to repair or remedy any work undertaken by the MGNWC based on the Services because of any such error, omission or act. Notwithstanding any other provision of this Agreement, the Contractor's obligations under this Section 7 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the MGNWC or the Contractor, to indemnify, hold harmless or reimburse the Contractor for damages, losses or costs.
- (4) Communications with Regulators. The Contractor must comply with all statutes, ordinances, codes and regulations applicable to the Services. Except to the extent expressly set forth in this Agreement, the Contractor may not communicate directly with applicable governmental regulatory agencies about the Services without prior express authorization from the MGNWC Board or the MGNWC Representative. The Contractor

representative of the Contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

- ii. The Performance Bond and the Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by the Contractor pursuant to the Agreement and shall indemnify the MGNWC from any liability or loss resulting to the MGNWC from any failure of the Contractor to fully perform each all said duties. The Performance Bond and the Payment Bond shall be deemed to cover all such duties.
- iii. The Performance Bond and the Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.
- iv. The bond furnished by the Contractor shall fully comply with the Illinois Public Construction Bond Act (30 ILCS550/0.01 *et seq.*) including the provisions as found in section 30 ILCS 550/1., entitled, Bond Required- Provisions required in bond as amended.
- v. The bond shall include a provision stating that no modification of any provision of any Contract Document, including, without limitation, a change in the contract time, Compensation or other condition of payment, will release the surety either in part or in whole. If from time to time the Compensation is increased by \$10,000.00 or more, then the bond thereto shall be increased by the amount which the contract sum was increased.

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

- (1) To designate in writing a person with authority to act on behalf of the MGNWC with respect to the Services. The MGNWC Representative will have the authority to act on behalf of the MGNWC, except on matters that require approval of the respective governing authorities of the MGNWC or the input of the MGNWC Working Group.
- (2) To provide to the Contractor all criteria and information about the requirements for the Services, including, as relevant, the MGNWC's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.
- (3) To provide to the Contractor existing studies, reports and other available data relevant to the Services.
- (4) To arrange for access to, and make provisions for the Contractor (and its employees, sub-consultants and sub-contractors) to enter on, public and private property as reasonably required for the Services.
- (5) To provide, as relevant, existing surveys and GIS data describing physical characteristics, legal limitations and utility locations for the Services and the services of other

claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The Contractor agrees to indemnify and defend MGNWC and the MGNWC Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which MGNWC and the MGNWC Affiliates, may sustain as a result of personal injury claims by the Contractor's employees and by the sub-consultants and sub-contractors and their respective employees, except to the extent those claims arise as a result of MGNWC's and the MGNWC Affiliates' own negligence.

- D. No Personal Liability. No elected or appointed official or employee of the MGNWC and the MGNWC Affiliates shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement. No employee of the Contractor, sub-consultants, and sub-contractors shall be personally liable, in law or in contract, to the MGNWC as the result of the execution of this Agreement.

#### SECTION 9. INSURANCE.

- A. During the Term of this Agreement, or any extended term, the Contractor shall procure and maintain the insurance coverages set forth in Exhibit F.

#### SECTION 10. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS.

- A. No Disclosure of Confidential Information. The Contractor 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 Contractor 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 Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring its employees and sub-consultants and sub-contractors of the Contractor 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 Contractor as proprietary and confidential information ("Confidential Information"). Based on whose Confidential Information is at issue, the Contractor 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 Contractor independently from this Agreement, (iii) received by the Contractor 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 Contractor must ensure that the foregoing obligations of confidentiality and use extend to and bind the Contractor's employees, sub-consultants and sub-contractors.

Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, the Village of Morton Grove and the Village of Niles. If the Contractor, or its employees, sub-consultants and sub-contractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Contractor shall indemnify and hold the MGNWC harmless, and pay all amounts determined to be due from the MGNWC for such non-compliance by the Contractor, including, but not limited to fines, costs, attorneys' fees and penalties. Any notices to adjacent property owners are responsibility of MGNWC. For purpose of this notice contractor will not be considered as possessor of the land.

QHC  
[Signature]

- (1) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- (2) Preference To Veterans Act Compliance. The Contractor will comply with the Preference to Veterans Act (330 ILCS 55).
- (4) Patriot Act Compliance. The Contractor 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 Contractor further represents and warrants to the Villages that the Contractor 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 Contractor 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.

C. 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

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

C. Contractor Representations.

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

Contractor, if any, after all of the MGNWC's costs are reimbursed or paid. If the Compensation withheld by the MGNWC is insufficient to reimburse the MGNWC for, or pay, all costs, then the MGNWC will have the right to recover directly from the Contractor a sum of money sufficient to reimburse itself, or pay, all remaining costs.

- D. Termination for Convenience. If, after termination of this Agreement by the MGNWC for breach, it is determined that the Contractor was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the MGNWC under this Section 12.
- E. Termination by Contractor for Breach. The Contractor at any time, by written notice, terminate this Agreement because a failure by the MGNWC to adhere to any terms or conditions of this Agreement and a failure of the MGNWC to cure the breach within ten (10) calendar days after that written notice or such further time as the Contractor may agree, in the Contractor's sole discretion, in response to a written notice from the MGNWC seeking additional time to cure.
- F. Termination by Contractor without Cause. The Contractor shall not terminate this Agreement without cause.

### SECTION 13. GENERAL PROVISIONS.

- A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the MGNWC Board and executed by the MGNWC Chair and the Contractor.
- B. Assignment. The Contractor shall not assign this Agreement or any portion thereof without the prior written approval of the MGNWC Board, which shall not be unreasonably withheld. The merger, consolidation or liquidation of the Contractor or any change in the ownership of or power to vote equal to twenty percent (20%) or more of the Contractor's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment; provided, however, that the transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of the Contractor's capital stock or who are employees of Contractor, shall not constitute an assignment. As part of the written notice of assignment sent to the Contractor, an addendum to this Agreement that memorializes the assignment shall be prepared and sent to the Contractor for execution.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the MGNWC and the Contractor, and their agents, successors and assigns.
- D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Section 13.D., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received.



constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the Northern District of the United States District Court, Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding.

J. Authority to Execute.

- (1) MGNWC Water Commission. The MGNWC warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.
- (2) The Contractor. The Contractor warrants and represents to the MGNWC that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. The failure of either Party to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

M. Survival. The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of this Agreement.

N. Counterpart Execution. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

O. Cumulative Rights and Remedies. Unless expressly provided to the contrary in this Agreement, 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 PAGE FOR CONTRACTOR

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

RW Collins Company

By: Akisa C. Anderson

Name: Akisa C. Anderson

Title: VP

Date: 11/13/17, 2017

Attest:

By: Ann H. Collins

Name: Ann H. Collins

Title: PRESIDENT

Date: 11/29, 2017

Exhibit: A  
Final Scope of Services

The Scope of Work includes the following Documents:

1. **SCOPE OF WORK** *Demolition, Asbestos Abatement & Removal of Underground Storage Tank*  
(excluding Section 2 *Demolition & Asbestos Abatement Activities*) Pages 27-36
2. **UNDERGROUND STORAGE TANK REMOVAL SPECIFICATIONS** Pages 37-47
3. **ADDENDUM No. 1** Pages 47-48

## **SCOPE OF WORK**

### **1.0 Pre-Construction Activities**

#### *1.1 Permits & Notifications*

The Contractor shall obtain any and all applicable Federal, State and Local permits and submit any notifications required for their corresponding scope of work, inclusive of the demolition and removal of the identified Structure, abatement of asbestos-containing material, and UST removal. Permitting requirements will include but may not be limited to Illinois EPA notification, Illinois Office of the State Fire Marshal (OSFM) UST removal permit, Cook County notification and demolition permit, applicable local notifications and/or permits, and Joint Utility Locating Information for Excavators network (JULIE) dig notification and authorization. The Contractor shall include all costs associated with the acquisition of any necessary notifications and permits within their base bid.

#### *1.2 Labor & Equipment Requirements*

The Contractor shall provide all labor, equipment, materials, insurance, and permits necessary for the demolition of the Structure, removal of construction and demolition debris, abatement of asbestos-containing material, removal of the identified abandoned UST, as applicable per the identified scope of work. The Contractor shall ensure that provided personnel is qualified and experienced in the type of Work to be performed and that all on-Site personnel have the appropriate training for Work performance in accordance with all applicable regulations, including OSHA, Illinois OSFM, Illinois EPA, Illinois Department of Public Health (Illinois DPH), US EPA, Cook County, as well as local regulations and requirements.

#### *1.3 Contaminated Waste Disposal Coordination*

The Contractor shall ensure that the appropriate coordination has been made to transport and dispose of demolition waste, contaminated soils, backfill materials, UST contents, and liquid, if present, to a disposal site as instructed by the Owner's Representative. The Contractor is responsible for completing, submitting, and obtaining approval for any applicable waste profiles which may include waste characterization sampling and laboratory analyses as necessary. The UST removal Contractor shall be responsible for retaining a permitted special waste liquid hauler as well as securing any necessary disposal authorization from a permitted landfill/liquid treatment facility prior to the initiation of Site activities. The UST removal Contractor shall provide the transporter and selected landfill/treatment facility to be used for soil and water disposal/treatment on the provided Bid forms.

### ~~2.0 Demolition & Asbestos Abatement Activities~~

#### ~~2.1 Site Security~~

~~The Demolition Contractor shall provide security in the form of a temporary 8 foot high fencing, as well as appropriate signage to prevent unauthorized access to the project area. Fencing shall be of adequate construction to remain intact for a minimum of 18 months from the time of installation. Fencing shall be installed along the north, east and west property boundary lines. Fencing on the west property line shall start at the north post of~~

- ~~5. The Contractor shall HEPA vacuum and wet wipe any visible dust and debris from any interior location in the event any damaged friable asbestos-containing materials and asbestos-contaminated materials or debris are present.~~
- ~~6. The Contractor shall be responsible for determining the verifying all quantities of asbestos-contaminated materials prior to bidding. The quantities provided within the inspection reports are intended to be estimates and are not intended to be exact as noted therein. The Contractor shall be responsible for the removal and proper disposal of all ACM identified within the provided asbestos survey reports. Additionally, any asbestos-contaminated materials shall be removed from the building and disposed of as ACM waste. Potential asbestos-contaminated materials which may be encountered during demolition shall be handled and disposed of per applicable regulations.~~
- ~~7. The Contractor shall be responsible for fully investigating the conditions affecting the work, including but not limited to physical conditions of the Site which may affect site access, handling and disposal of materials, presence of water and electric or other utilities that may otherwise affect performance of required activities. All quantities noted within contract documents are solely intended to be approximations of the total quantity of materials present and should not be used for bidding purposes. The Contractor is solely responsible for the determination of the exact quantities of materials (both non-ACM and ACM) present at the Site. Any failure by the Contractor to acquaint himself with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work.~~
- ~~8. If necessary, at the completion of any abatement activities performed within a negative pressure enclosure, the Contractor shall thoroughly clean all surfaces to the extent feasible within the enclosure. Upon completion of cleaning, the Contractor shall notify the Owner or Owner's Representative that abatement activities have been completed at which point final clearance air monitoring may be performed by the Owner's Representative within each negative pressure enclosure. Clearance air monitoring shall be performed utilizing aggressive methods and shall be analyzed by Phase Contrast Microscopy (PCM). In the event that concentrations of airborne fibers within any work area are detected at concentrations greater than 0.01 f/cc, the Contractor shall conduct additional cleaning of the work area until which time final air clearance has been successfully achieved.~~
- ~~9. Within fifteen (15) days of the completion of asbestos abatement activities, the Contractor shall submit all final closeout documentation to the Owner's Representative for review. Final payment will not be authorized until which point all closeout documentation, inclusive of waste disposal documentation, has been properly submitted.~~

### ~~2.3 Demolition~~

~~include, but are not necessarily limited to, universal wastes (i.e. fluorescent light tubes and ballasts), approximately 85 pounds HVAC system refrigerants (R-22) present within mechanical systems on the roof of the structure, electrical transformers, paint, cleaners, and any other materials present within or on the structure. The Contractor is solely responsible for evaluating site conditions and materials present prior to bidding. The cost of handling, transportation, and disposal of all building contents and materials shall be included in the demolition base bid.~~

- ~~4. The Contractor shall be responsible for notifying and the appropriate utility locate companies to determine the locations of underground utilities and coordinating utility disconnections. The exact locations of utility disconnections will be dependent upon the information gathered from the underground utility locates as well as information gathered from the local utilities.~~
- ~~5. The Contractor shall protect all nearby stormwater inlet systems to prevent impact to nearby waterways.~~
- ~~6. The Scope of Work shall include all work activities necessary for the demolition of structures including the handling, storage, recycling, and disposal of all waste materials.~~
- ~~7. The scope of items to be demolished and removed from the Site shall include the structure inclusive of the walls, floors, and concrete slab; miscellaneous debris and materials within the structure; and any other related items located within the demolition area.~~
- ~~8. The Contractor shall remove all rubbish and waste resulting from the demolition work, all of which shall be disposed of at an approved dumpsite. Wherever feasible, decontaminated metallic debris and salvageable materials shall be segregated and recycled. All hard fill (i.e. brick, masonry block, concrete debris) will be hauled offsite to a legal recycling disposal facility with the exception of approximately 100 yards of material to be designated by the Owner or Owner's Representative for future use on-site. Dump receipts must be retained and submitted to the Owner or Owner's Representative upon request.~~
- ~~9. The existing concrete slab shall be removed. The subsurface foundation footings will remain intact and shall be removed to surrounding grade. Rough grading shall be performed to provide a smooth transition between the demolition area and surrounding areas. Following demolition, rough grading shall be performed to provide a smooth transition between the demolition area and undisturbed surrounding areas.~~
- ~~10. Demolition shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by the current Village of Morton Grove, Village of Niles, and Cook County code requirements and as otherwise required within contract documents. The contractor is responsible for providing~~



The UST removal Contractor shall be responsible for the maintenance of the temporary fencing during UST removal activities. Any damage sustained during this timeframe shall be repaired at the UST removal Contractor's expense. The UST Removal Contractor shall provide 4 feet tall orange snow fence or equivalent at the completion of backfill activities if a surface depression or other condition warranting safety fencing is present.

### 3.2 UST Removal & Disposal

1 OHC *Assumptions/Clarifications dated 10/10/17 & attached hereto are included as part of this agreement as Exhibit H.* The Contractor shall remove and dispose of the identified UST in accordance with all Federal, State, and Local regulations inclusive of, but not limited to, Illinois OSFM requirements provided within 41 Illinois Administrative Code (IAC) Part 174 – *General Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances* and 41 Illinois Administrative Code Part 175 – *Technical Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances*. The UST removal activities must generally follow the procedures outlined within and shall meet the requirements of 41 IAC Part 175, Subpart H: *Removal, Abandonment and Change-In-Service*.

Following removal of the Structure by others, the UST removal shall commence with preparation of the area for subsurface work including the removal of any overlying surface and backfill materials. The information and sketch provided within Attachment B depict the documented conditions and location of the abandoned 5,000 gallon heating oil UST.

The Contractor is solely responsible for removal of surfacing and backfill materials without damaging the underlying UST. Once exposed, the USTs shall be removed per applicable regulatory requirements with oversight from the Illinois OSFM and Owner's Representative. The USTs shall be emptied of all contents and cleaned prior to transport off-site for destruction/recycle. The Contractor shall generate/maintain Certificates of Destruction for each of the tanks. Certificates of Destruction must be submitted to the Owner's Representative upon completion of UST removal activities. The Owner's Representative will be on-Site during the course of all removal activities.

Based on available information, the identified UST formerly contained heating oil historically consumed on-site for heating purposes. The current contents of the UST may include a combination of heating oil, water, and inert abandonment material which was reportedly slurry. The Contractor shall appropriately remove all tank contents and dispose of the materials according to Federal, State, and Local regulations. The Contractor is responsible for preparation of any necessary waste profile(s) and coordinating waste disposal facility approval for each waste stream. The Contractor shall maintain all waste manifests, bills of lading, waste profile, and any other paperwork used to document total quantities of material removed, transport information, and final disposal/treatment information.

For the purposes of bidding, the Contractor shall assume that the UST is filled with non-hazardous solid waste materials which will need to be removed, transported, and managed off-site at a licensed landfill. The Contractor shall also assume that a total of up to 2,500 gallons of petroleum-contaminated liquids will be generated during removal activities and require off-site disposal. Additionally, the Contractor shall include the excavation,

**disposal of these materials, including but not limited to any necessary equipment, labor, demurrage fees, transportation, waste profiling, analytical, disposal, and waste disposal facility fees, within the base bid.**

### 3.3 *Soil Excavation, Transportation, and Disposal*

The Contractor may be directed by the Owner's Representative to remove impacted soils from the UST excavation and/or surrounding area. In the event that the Owner or Owner's Representative specifies impacted soils are to be removed during UST removal activities, the Owner's Representative shall direct the Contractor based on collection of screening samples and visual inspection. For bid development purposes, the Contractor shall include the cost for excavation, transport and disposal of impacted soils and backfill materials for the quantity of materials identified within the preceding section and on the bid proposal form. If necessary, removal, transport and disposal of non-hazardous solid waste materials in excess of the base bid quantity shall be reimbursed at the unit cost identified on the bid form. No alterations of this unit cost will be considered after proposal submission.

Any excavated backfill materials or soils temporarily stockpiled on-site shall be placed on polyethylene sheeting until loaded for off-site transport. During loading and transport activities, the Contractor shall ensure that liquid and/or soils are not tracked outside of the project area or into public right-of-way. In the event that soils are tracked outside of the project area or into right-of-way, the Contractor, at its own expense, shall remove any liquid, debris or soil accumulation in a timely manner and clean affected surfaces to pre-existing condition. The Owner's Representative shall verify that the ingress/egress area and right-of-way have been maintained appropriately.

At the completion of excavation activities and prior to excavation backfilling, the Contractor shall assist the Owner's Representative with the collection of soil samples for screening and potential laboratory analysis. The Owner's Representative will direct the Contractor concerning the locations of laboratory and screening sample collection points.

### 3.4 *Excavation Backfill*

Materials removed from the UST excavation are not anticipated to be suitable for re-use and therefore must be transported and disposed off-site. As provided on the proposal form and other contract documents, the backfilling of the UST excavation shall be included in the base quotation cost. The UST Contractor shall utilize materials provided and staged on-site by others. Materials generated during demolition activities are anticipated for use as temporary backfill of the UST excavation.

The Contractor shall compact the provided backfill materials using heavy equipment to ensure that no significant voids exist in the backfill. Materials shall be compacted in no more than twelve-inch lifts with heavy equipment. Backfilling efforts shall be overseen and confirmed by the Owner's Representative or other personnel as designated by the Owner. The Contractor shall be responsible for conforming to requests and direction of the designated party for all backfilling efforts.

The Contractor shall include in the bid response form a unit price for other imported backfill materials for consideration by the Owner. At the discretion of the Owner, Illinois

## **SECTION 6 - UNDERGROUND STORAGE TANK REMOVAL SPECIFICATIONS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF WORK**

- A. This specification covers the removal of underground storage tanks (USTs) and associated appurtenances as detailed within the Scope of Work (Work) and as specified herein.
- B. Unless otherwise noted, references to "Contractor" within this Section means "UST Removal Contractor."
- C. Unless otherwise noted, references to "Owner" means "Morton Grove - Niles Water Commission."
- D. Unless otherwise noted, references to "Owner's Representative" means "True North Consultants" or other individual designated by the Owner.
- E. All UST removal activities shall be performed in strict accordance with applicable Illinois Office of the State Fire Marshall (OSFM), Illinois Environmental Protection Agency (IEPA) and Occupational Safety & Health Administration (OSHA) regulations, as well as any other applicable codes and regulations that may apply.

#### **1.2 WORK INCLUDED**

- A. The Scope of Work shall include the provision of all labor, equipment, materials, insurance, and permits necessary for the removal of the UST indicated in the Scope of Work and specified herein. The Contractor, by submitting a Quotation for the work, represents itself as knowledgeable and expert in the performance of the work, and shall account for all expenses necessary to successfully complete the Scope of Work, whether specifically mentioned or not.
- B. The Scope of Work includes all work activities necessary for the removal of UST including the handling, storage, transport, and disposal of waste materials and site restoration.
- C. Unless otherwise noted, the scope of items to be removed from the Site shall include UST; UST contents; vent pipes; fill pipes; product lines; backfill materials and contaminated soils as identified within the Scope of Work; and any other related items associated with the UST system.

#### **1.3 APPLICABLE STANDARDS AND GUIDELINES**

- A. All work under this Contract shall be done in strict accordance with applicable Federal, State and local regulations, standards and codes governing project related work activities.
- B. The most recent edition of any relevant regulations, standards, documents or codes shall be in effect. Where conflict among the requirements of with these specifications exists, the most stringent requirements shall be utilized.

- D. A UST removal permit application shall be submitted to the Office of the Illinois State Fire Marshall (OSFM) at least two weeks prior to commencement of UST removal activities.
- E. Prior to mobilization, the Contractor must verify and comply with any and all local and Owner requirements regarding any anticipated disruption within adjoining public right-of-way(s). Disruption of traffic and accessibility to surrounding properties shall be kept to a minimum and comply with applicable requirements and Owner requests.
- F. Upon completion of removal activities, the Contractor shall submit written certification to the Owner's Representative that all work has been completed in conformance with all applicable Federal, State, and local regulations and that material has been removed from the site and legally transported and disposed of at an approved waste disposal or recycling facility.

## **PART 2 – CONTRACTOR RESPONSIBILITIES**

### **2.1 SITE INSPECTION**

- A. The Contractor shall perform an initial site inspection to verify existing conditions prior to project bidding and mobilization of equipment on-Site.

### **2.2 SUPERVISION**

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of removal.
- B. At all times during the progress of the Work, the Contractor shall assign a competent superintendent who shall not be replaced without notice to the Owner's Representative except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

### **2.3 LAWS AND REGULATIONS**

- A. The Contractor shall give all notices required by and shall comply with all Federal, State, and local Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the Owner or the Owner's Representative shall not be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
- B. If the Contractor performs any Work knowingly or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be the Contractor's primary responsibility to make certain that the specifications and/or any drawings are in accordance with Laws and Regulations, but this shall

- B. The Certificate shall identify the Owner and its Agents, the Village of Morton Grove, the Village of Niles, and True North Consultants, Inc. as additionally insured parties. Copies of the certificates shall be supplied to each of the additionally insured parties.
- C. The Contractor shall maintain Comprehensive General Liability including coverage for Premises-Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazard) in the following amounts.
1. \$1,000,000 Each Occurrence
  2. \$2,000,000 General Aggregate
  3. \$2,000,000 Products/Completed Operations Aggregate
  4. \$1,000,000 Personal and Advertising Injury
- D. Commercial General Liability Coverage must provide:
1. General Aggregate Limit must apply per project.
  2. Premises and Operations
  3. Contractor's Protective Liability ("Independent Contractors' Coverage)
  4. Products Liability/Completed Operations - to continue in force for two (2) years from Substantial Completion.
  5. Blanket Contractual Liability assumed in this Agreement including indemnification of the Additional Insured.
  6. XCU Coverage
  7. Personal Injury and Advertising Injury
  8. Host Liquor Liability
  9. Broad Form Property Damage including Completed Operations
- E. Comprehensive Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage shall be maintained in the amount of \$500,000 for each accident.
1. \$1,000,000 Combined Single Limit, Each Occurrence  
OR
  2. Bodily Injury \$1,000,000 Each Person \$1,000,000 Each Occurrence
  3. Property Damage \$1,000,000 Each
- F. Umbrella liability coverage shall be maintained for the following:
1. The Contractor shall maintain an Umbrella Liability policy with the following coverage, which shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies:
    - a. \$5,000,000 Each Occurrence
    - b. \$5,000,000 Aggregate
- G. Workers Compensation Coverage including Occupational Disease and Employer's Liability Insurance

## **2.6 UNDERGROUND FACILITIES**

- A. The information and data shown or indicated during the pre-quotation meeting or within the contract documents with respect to existing underground facilities at or contiguous to the Site is based on information and data furnished to the Owner or Owner's Representative by others, including the owners of such underground facilities and/or visual assessment.
- B. The Owner and Owner's Representative shall not be responsible for the accuracy or completeness of such information or data.
- C. The Contractor shall be responsible for location verification of all subsurface utilities on-site and adjoining areas. The contractor is responsible for notification to JULIE network notification no less than 48 hours prior to commencement of UST removal activities. The Contractor shall maintain in good working order all utilities to remain in use on-site during Work.

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

- A. Before beginning any Work, the Contractor shall survey the site and examine all specification documents to determine the extent and conditions affecting of the Work. The Contractor shall take necessary precautions to avoid damage to any existing structures, pavements, utilities, fences, etc. to remain in place. Any damaged items shall be repaired or replaced as approved by the Owner at no additional cost to the Owner.
- B. Do not disturb any existing construction beyond the extent indicated or necessary for removal activities. Provide protective measures to control accumulation or migration of dust and debris from the work area to adjacent properties.

### **3.2 TRAFFIC & SITE CONTROL**

- A. Where pedestrian and driver safety may be endangered in the area of removal activities or material handling, traffic barricades with flashing lights or other methods shall be employed to protect civilians or other contractors from undue hazards. Any implemented traffic control measures shall conform with Illinois DOT Standard Specifications, County, and local requirements.
- B. Contractor shall provide and maintain temporary fencing, barricades, etc. on premises to safeguard the public and adjoining properties from hazards. Construction fencing is to be installed as noted within the Scope of Work prior to removal activities and to be coordinated with the Owner or the Owner's Representative.

### **3.3 DUST & NOISE**

- A. Contractor shall institute controls to the extent feasible to prevent the spread of dust and debris to surrounding areas. This includes minimizing truck tire contact with un-stabilized soils, maintaining a "clean" work area, and continual monitoring of soil accumulation outside of the work area and nearby right-of-way. Control methods shall include the use of water or dust suppressants to mitigate the generation and transmission of dusts at the site, haul roads or other areas disturbed by operations. Do



- B. The Contractor shall regularly monitor the atmosphere in the excavation area and tank using a combustible gas meter until the tank is removed from Site.
- C. The Contractor shall remove any remaining product from the tank as follows:
1. Remaining contents shall be removed from tank and any associated piping.
  2. Remove all liquid from tank using explosion proof pumps or exterior suction. All equipment must be bonded to tank and tank must be grounded to a separate ground when purging tank with compressed air or inert gas under pressure.
  3. Tank contents shall be properly transported and disposed of in accordance with Federal, State, and local regulations.
- D. The Contractor shall perform excavation activities with consideration of the following:
1. During excavation, extreme caution shall be exercised in order to maintain the integrity of the tank.
  2. Provide shoring and bracing where necessary to support existing construction and protect personnel during removal in accordance with Occupational Safety and Health Agency's construction standard 1926.650-652. Additional standard or codes shall apply if more stringent.
  3. Excavation shall be performed in the presence of the Owner's Representative or its subcontractor who will screen material for possible contamination using a photoionization detector (PID). The Owner's Representative shall direct the Contractor concerning the placement of potentially contaminated soil. If contaminated soils are to be stockpiled, the Contractor shall place these soils on an impermeable surface and cover with plastic sheeting.
- E. The Contractor shall remove all mechanical items with consideration of the following:
1. Removal shall include, but not be limited to, fill, gauge, vent, and product delivery piping, valves, and associated accessories.
  2. Remove underground piping to termination, if necessary.
- F. The Contractor shall remove all UST with consideration of the following:
1. The Contractor shall not remove any UST without the authorization of the on-Site OSFM personnel and if the Owner's Representative or its subcontractor is not on Site.
  2. Before the tank is removed from the excavation, the Contractor shall purge ignitable vapors from the interior of the tank. The Contractor shall test the interior of the tank using a combustible gas meter to verify that the atmosphere within the tank is below five percent of the Lower Explosive Limit (LEL). Monitoring within the tank shall be performed at the base, middle and top of the tank interior to verify LEL conditions.
  3. The Contractor shall complete excavation around tank and then remove tank from the excavation and place on a level surface. The tank shall be placed on a plastic sheeting to prevent contamination of surface soils or surfacing materials. Wood blocks or similar shall be used to prevent movement of tank after removal and prior to loading of the tank for transport.
  4. Spills or drips shall be contained to prevent contamination of surfacing materials and/or soils during removal.
- G. The Contractor shall clean the UST with consideration of the following:
1. The Contractor shall perform tank cleaning procedures in accordance with API Recommended Practice 2015.
  2. The Contractor shall cut holes in the tank to facilitate tank cleaning. Prior to any cutting activities, the Contractor shall monitor the interior of the tank to ensure that the interior atmosphere does not exceed five percent of the LEL. Total surface area of holes cut into tank shall be minimum of 4 square feet in size located at opposing ends of the tank. The Contractor shall have a minimum of two fire extinguishers on-site and readily accessible during cutting of tank.

Morton Grove/Niles Water Commission  
Demolition, Asbestos Abatement & Underground Storage Tank Removal Specifications  
7900 Nagle Avenue, Morton Grove, Illinois

**ADDENDUM No. 1**

October 11, 2017

The following changes have been made to the Demolition, Asbestos Abatement & Underground Storage Tank Removal Specifications, dated October 5, 2017, for the Former Commercial Building located at 7900 Nagle Avenue in Morton Grove, Illinois.

**REVISED SCOPE OF WORK**

1. *Temporary Power* - The Demolition or Asbestos Abatement Contractor shall provide an ADD line item cost on the bid form to include temporary power to perform demolition/asbestos abatement activities in accordance with the specifications. The base bid for the demolition and asbestos abatement activities shall assume the Owner will provide power to the site for demolition/asbestos abatement activities.

**REVISED BID DOCUMENTATION**

1. *Bid Proposal Form* – A revised bid proposal form has been included with this addendum which incorporates the ADD line item for providing temporary power for demolition/asbestos abatement activities in accordance with the specifications.

**CLARIFICATIONS AND ADDITIONAL INFORMATION**

1. The Village of Morton Grove Department of Public Works will perform the domestic water line and sanitary sewer disconnections prior to building demolition. Therefore, the Demolition Contractor shall not be required to perform or provide costs in the base bid for disconnection operations for these utilities within the right-of-way or public street. No special handling of any domestic water or sanitary sewer lines encountered during demolition activities is required.
2. The Morton Grove/Niles Water Commission is currently working with the telecommunications provider to determine the existing condition of the telecommunication junction boxes on the interior of the building. The Commission shall manage the disconnection, if any, of these lines prior to demolition activities.
3. The UST excavation may be backfilled with the stockpiled demolition debris at the completion of UST and contaminated soil removal activities. The UST Removal Contractor is not required to include an additional mobilization in the base bid to return to the site for backfilling operations.
4. The Demolition Contractor shall be responsible for removal of concrete curbing and vegetation surrounding the existing building.
5. Temporary fencing as described within the specifications shall include a "driven-post" constructed fence.

**Exhibit: B**

Sub-consultant/Sub-contractor List

NONE

**BID PROPOSAL FORM**

**DEMOLITION, ASBESTOS ABATEMENT & UST REMOVAL PROJECT  
FORMER COMMERCIAL STRUCTURE  
7900 NAGLE AVENUE, MORTON GROVE, ILLINOIS**

Respondent Name: RW Collins Company  
Address: 7225 W. 66th Street, Chicago, Illinois 60638  
Telephone: 708-458-6868

**BIDS TO:**

Mr. William Balling  
Morton Grove - Niles Water Commission  
c/o Village of Niles  
Village Manager's Office  
1000 Civic Center Drive  
Niles, Illinois 60714  
[bill@wrblc.com](mailto:bill@wrblc.com)

**TECHNICAL QUESTION TO:**

Mr. Ryan LaDieu, P.E.  
True North Consultants, Inc.  
1240 Iroquois Avenue, Suite 206  
Naperville, Illinois 60563  
[rladieu@consulttruenorth.com](mailto:rladieu@consulttruenorth.com)

The undersigned contractor/Respondent agrees to furnish all labor, materials, tools, supplies, equipment and mobilization, waste profile, transportation and disposal fees, insurance, and all else required for the work as described within the Scope of Work, project specifications, and Contract documents. All work is to be done per applicable Federal, State and local guidelines and/or regulations. Contractor's price includes all permits, licenses, patents and royalties associated with the performance of the Work. The Owner reserves the right to reject any or all Bids and any part of the Bid without assigning any reason.

All work will be performed during normal business hours and during the normal work week unless otherwise stated. The Contractor is responsible for complying with local noise ordinances as well as Owner access and scheduling requests. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and an expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. The Contractor is solely responsible for verifying site conditions and the quantities of materials present at the Site. Any reference to site conditions or quantities provided in contract documents is solely intended to be an approximation and based upon limited information.

Should a Respondent find discrepancies in the plans and/or specifications, or should the Respondent be in doubt as to the meaning of any part thereof, the Respondent must request a clarification from the Owner or Owner's Representative. Any technical questions shall be made in writing to the Owner's Representative a minimum of three (3) working days prior to the Bid due date. Failure to request such clarification is a waiver to any claim by the Respondent for expense made necessary by reason of later interpretation of the Contract Documents by the Owner or Owner's Representative. Any interpretation of contract documents shall only be made by Addendum duly issued. A copy of each submitted Addendum will be mailed or electronically delivered to each Respondent of record no later than two days prior to the

**DEDUCT ITEM – Permit Fees (Demolition & Abatement Only)**

Provide LUMP SUM deduct amount for any and all notification and permit fees associated with BASE BID #1. This amount shall be deducted from the total contract value in the event the Owner elects to provide applicable permit application fees.

\$     --    

**ADD ITEM – Temporary Power (Demolition & Abatement Only)**

Provide LUMP SUM add amount for providing temporary power for any and all demolition or asbestos abatement activities associated with BASE BID #1. This amount shall be added to the total contract value in the event the Owner elects not to provide temporary power to the site during demolition and/or asbestos abatement activities.

    --    

**Item #3 – UST Removal**

Provide all labor, equipment, materials, insurance, testing, notifications, waste profiles, and permits necessary for the removal and disposal of one (1) 5,000 gallon steel UST and UST contents. Waste profile generation, coordination, sampling, and analytical testing required for the removal, transport, and disposal of non-hazardous solid waste from the UST interior, backfill materials, and impacted soils from vicinity of UST as directed by the Owner or Owner's Representative. Waste profile generation, coordination, sampling, and analytical testing required for the removal, transport, and disposal of up to 2,500 gallons of non-hazardous liquid waste. Removal, transport, and disposal of non-hazardous solid waste from the interior of the tank. Excavate, load, transport, and dispose of up to 200 tons of non-hazardous UST contents, soil and/or backfill materials at a permitted landfill. Backfill excavation with designated materials staged on-site by other. Completion of all other tasks necessary to execute the provided Scope of Work in accordance with applicable Federal, State and local regulations and contract documents.

**TOTAL BASE BID #2 (Item 3 Only)**

\$ 17,750.00\*

\*Assumptions/clarifications page attached

**PROJECT INFORMATION**

Anticipated Number of Work Days on Site – Demolition \_\_\_\_\_

Anticipated Number of Work Days on Site - Asbestos Abatement \_\_\_\_\_

**UST REMOVAL UNIT PRICING**

Cost PER TON for labor, materials, excavation, transportation, and disposal of non-hazardous solid waste materials for solid waste quantities above amount provided in Base Bid. Provided cost assumes a fourteen ton minimum per load.

\$ 50.00 /ton

Cost PER TON for transport, placement, and compaction of certified clean Illinois DOT CA-1 (3") backfill material or equivalent. This cost must include transport, placement, and compaction of backfill material. Contractor shall assume no equipment remobilization costs within this unit cost.

\$ 31.00 /ton

Cost PER TON for transport, placement, and compaction of certified clean Illinois DOT CA-6 backfill material or equivalent above the amount provided in Base Bid. This cost must include transport, placement, and compaction of backfill material. Contractor shall assume no equipment remobilization costs within this unit cost.

\$ 30.00/ton

Cost PER GALLON for pumping, removal, transport, and disposal of non-hazardous liquid at a licensed disposal facility for liquid waste quantities above amount provided in Base Bid. Contractor shall assume no equipment remobilization or demurrage costs within this unit cost.

\$ 0.50/gallon

Cost PER MOBILIZATION for licensed, non-hazardous liquid pumper truck (minimum 2,500 gallon capacity) for liquid waste removal in quantities above the amount provided in Base Bid.

\$ 250.00/mob.

Cost PER HOUR for liquid pumper truck (minimum 2,500 gallon capacity) demurrage associated with liquid waste removal in quantities above the amount provided in Base Bid.

\$ 100.00/hour

**ADDENDA ACKNOWLEDGMENT**

Contractor hereby acknowledges receipt of all Addenda received below by number and date:

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>10/11/2017</u>

VILLAGE OF NILES, ILLINOIS

**ANTICOLLUSION AFFIDAVIT OF COMPLIANCE**

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder 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 bid price element of said bid, or of that of any other bidder, 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).

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

Companies doing work on State funded Public Works projects need to certify that 90% of their workers assigned to the project are Illinois residents when the unemployment rate exceeds 5%.

**NON-DISCRIMINATION**

Further, the undersigned, by signing and submitting this Bid, 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.

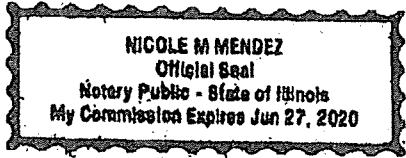
**PATRIOT ACT:**

**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.

RW Collins Company by Lisa C Anderson, VP  
Name of Bidder if Bidder is an Individual  
Name of Partner if Bidder is a Partnership  
Name of Officer if Bidder is a Corporation ✓  
Subscribed and sworn to me this

12<sup>th</sup> day of October, 2017.

By: Nicole M Mendez



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



## **RW COLLINS CO.**

**SOIL REMEDIATION & EXCAVATION**

7226 West 86th Street, Chicago, Illinois 60638

### **Assumptions/Clarifications**

Mr. William Balling  
Morton Grove - Niles Water Commission  
c/o Village of Niles  
Village Manager's Office  
1000 Civic Center Drive  
Niles, Illinois 60714

October 10, 2017

**Job Location: 7900 Nagle Avenue, Morton Grove, Illinois**

#### **Assumptions/Clarifications in regards to the UST removal project:**

- Pricing does not include providing a private utility locate.
- Pricing assumes any local permit fees will be waived.
- Pricing does not include unmarked underground utility repair, support, or re-routing in the excavation area.
- Pricing does not include soil or liquid testing or reporting.
- Pricing for all soil transportation and disposal is based on landfills measure of tonnage and waste approval and includes dumping fees and manifests.
- Pricing for contaminated soil removal is based on hauling soil to Advanced Waste Zion Landfill.
- Pricing does not include any saw-cutting of concrete.
- Pricing does not include importing any fill material to replace the concrete or soil.
- Pricing assumes backfilling can be completed immediately following UST removal and excavation activities and will not be contingent on soil analytical results.
- Pricing assumes that concrete broken and removed over the UST will be placed into the excavation as backfill.
- Pricing does not include any street sweeping services.
- Pricing does not include providing site security fencing.





**Exhibit F**Insurance Requirements for the Contractor, Sub-consultants and Sub-contractors

- D. Before any Work at the Site is initiated, the Contractor, Sub-consultants and Sub-contractors shall supply the MGNWC with a valid Certificate of Insurance.
- E. The Certificate shall identify the MGNWC and the MGNWC Affiliates and Agents, the Village of Morton Grove, the Village of Niles, and True North Contractors, Inc. as additionally insured parties. Copies of the certificates shall be supplied to each of the additionally insured parties.
- F. The Contractor, Sub-consultants and Sub-contractors shall maintain Comprehensive General Liability including coverage for Premises-Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazard) in the following amounts.
1. \$1,000,000 Each Occurrence
  2. \$2,000,000 General Aggregate
  3. \$2,000,000 Products/Completed Operations Aggregate
  4. \$1,000,000 Personal and Advertising Injury
- G. Commercial General Liability Coverage must provide:
1. General Aggregate Limit must apply per project.
  2. Premises and Operations
  3. Contractor's Protective Liability ("Independent Contractors' Coverage)
  4. Products Liability/Completed Operations – to continue in force for two (2) years from Substantial Completion.
  5. Blanket Contractual Liability assumed in this Agreement including indemnification of the Additional Insured.
  6. XCU Coverage
  7. Personal Injury and Advertising Injury
  8. Host Liquor Liability
  9. Broad Form Property Damage including Completed Operations
- H. Comprehensive Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage shall be maintained in the amount of \$500,000 for each accident.
1. \$1,000,000 Combined Single Limit, Each Occurrence
- OR
2. Bodily Injury \$1,000,000 Each Person \$1,000,000 Each Occurrence
  3. Property Damage \$1,000,000 Each
- I. Umbrella liability coverage shall be maintained for the following:
1. The Contractor, Sub-consultants and Sub-contractors shall maintain an Umbrella Liability policy with the following coverage, which shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies:
    - a. \$5,000,000 Each Occurrence
    - b. \$5,000,000 Aggregate

## Exhibit G

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

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 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 Matters<sup>1</sup>

"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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly

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<sup>1</sup>: 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.

EXHIBIT H



**RW COLLINS CO.**

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

**Assumptions/Clarifications**

Mr. William Balling  
Morton Grove - Niles Water Commission  
c/o Village of Niles  
Village Manager's Office  
1000 Civic Center Drive  
Niles, Illinois 60714

October 10, 2017

Job Location: 7900 Nagle Avenue, Morton Grove, Illinois

**Assumptions/Clarifications in regards to the UST removal project:**

- Pricing does not include providing a private utility locate.
- Pricing assumes any local permit fees will be waived.
- Pricing does not include unmarked underground utility repair, support, or re-routing in the excavation area.
- Pricing does not include soil or liquid testing or reporting.
- Pricing for all soil transportation and disposal is based on landfills measure of tonnage and waste approval and includes dumping fees and manifests.
- Pricing for contaminated soil removal is based on hauling soil to Advanced Waste Zion Landfill.
- Pricing does not include any saw-cutting of concrete.
- Pricing does not include importing any fill material to replace the concrete or soil.
- Pricing assumes backfilling can be completed immediately following UST removal and excavation activities and will not be contingent on soil analytical results.
- Pricing assumes that concrete broken and removed over the UST will be placed into the excavation as backfill.
- Pricing does not include any street sweeping services.
- Pricing does not include providing site security fencing.