

**RESOLUTION NO. 18-27**

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION  
AND STANLEY CONSULTANTS, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE WATER  
TRANSMISSION MAINS AND FACILITY IMPROVEMENTS**

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

**WHEREAS**, the MGNWC Board desires to approve and enter into a “Professional Services Agreement For Construction Engineering Services For The Water Transmission Mains And Facility Improvements” (“the Agreement”) in substantially the same form as the copy of the Agreement attached hereto as **Attachment A** and made a part hereof; and

**WHEREAS**, on November 15, 2017, the MGNWC issued a Request for Qualifications, entitled “Construction Engineering Services for the Water Transmission Facilities Project Delivering Treated Lake Michigan Water From The City of Evanston to the Villages of Morton Grove and Niles, Illinois” (the “MGNWC RFQ”), to engineering firms to provide construction engineering services for transmission mains from the Evanston Connection Point near the intersection of Emerson Street and McCormick Boulevard, which is Evanston's western border, to the existing water receiving points (e.g., reservoirs) owned and operated respectively by Morton Grove and Niles; the Intermediate Pump Station; the MGNWC Standpipe and Pump Station Facilities; the Niles distribution system feeder line; and the pipeline maintenance required for the existing feeder main from the Morton Grove South Reservoir to Morton Grove North Reservoir; inclusive of roadway restoration, erosion control, traffic control; and other services required for the completion of the construction work (the “Services”); and

**WHEREAS**, Stanley Consultants, Inc. (“Consultant”) submitted a response to the RFQ, dated, December 4, 2017, to perform the Services (the “Statement of Qualifications”). A copy of the Consultant’s Statement of Qualifications is incorporated into the Agreement. The MGNWC and the Consultant further negotiated and refined the Project Approach, Scope of Services, Schedule, and Projected Labor and Budget for the work that is to be performed by the Consultant under the Agreement. A copy of the agreed-upon final version of the Project Proposal (“Proposal”) dated January 17, 2018 is incorporated into the and made a part hereof; and

**WHEREAS**, the MGNWC Board agrees to retain the Consultant to perform the Services and to pay

the professional fees to the Consultant in accordance with the terms of the Agreement; and

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

**WHEREAS**, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to enter into the Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into the Agreement is in the best interests of MGNWC, the Village of Morton Grove and the Village of Niles.

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

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

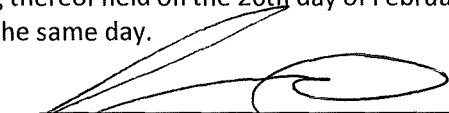
**SECTION 2:** The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the approval of the economic terms and the attached form of an “Professional Services Agreement For Construction Engineering Services For The Water Transmission Mains And Facility Improvements” (the “Agreement”) for the purposes set forth in the Agreement, attached hereto as **Attachment A**. The MGNWC Board authorize and direct the Chair, or his/her designee, and the Clerk to execute the final version of the Agreement, which may contain certain non-substantive and financial modifications reducing the fee 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 3:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 26th day of February 2018, pursuant to a roll call vote as follows:

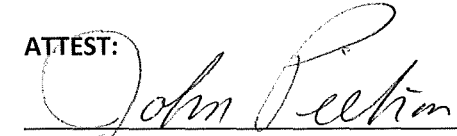
- AYES:** John Pietron and Steven Vinezeano
- NAYS:** None
- ABSENT:** None (Cook County Appointee not appointed yet)

**PASSED** by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 26th day of February 2018, and approved by the Chair, and attested by the Clerk on the same day.



\_\_\_\_\_  
Steven Vinezeano, Chair

**ATTEST:**



\_\_\_\_\_  
John Pietron, Clerk

**ATTACHMENT A**

**PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES FOR THE WATER  
TRANSMISSION MAINS AND FACILITY IMPROVEMENTS  
(Attached)**

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

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

This **PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES REQUIRED FOR THE WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS** ("Agreement") is made by and between **Stanley Consultants, Inc.**, an Iowa corporation, authorized to conduct business in the State of Illinois, whose mailing address is 8501 West Higgins Road, Suite 730, Chicago, Illinois 60631 (the "Consultant") and the **Morton Grove – Niles Water Commission**, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The Consultant and the Commission are at times referred to herein individually as a "Party" and collectively as the "Parties." Morton Grove and Niles are at times referred to collectively as the "Villages".

**RECITALS**

**WHEREAS**, on November 15, 2017, the MGNWC issued a Request for Qualifications, entitled "Construction Engineering Services for the Water Transmission Facilities Project Delivering Treated Lake Michigan Water From The City of Evanston to the Villages of Morton Grove and Niles, Illinois" (the "MGNWC RFQ"), to engineering firms to provide construction engineering services for transmission mains from the Evanston Connection Point near the intersection of Emerson Street and McCormick Boulevard, which is Evanston's western border, to the existing water receiving points (e.g., reservoirs) owned and operated respectively by Morton Grove and Niles; the Intermediate Pump Station; the MGNWC Standpipe and Pump Station Facilities; the Niles distribution system feeder line; and the pipeline maintenance required for the existing feeder main from the Morton Grove South Reservoir to Morton Grove North Reservoir; inclusive of roadway restoration, erosion control, and traffic control; and other services required for the completion of the construction work (the "Services", as further defined below.) The construction of the water transmission mains, pumping and storage, and other related water delivery and receiving infrastructure between the City of Evanston's Connection Point to the existing water receiving points of Niles and Morton Grove is referred to as the "Project." A copy of the MGNWC RFQ is incorporated by reference as **Exhibit "A"** into this Agreement and made a part hereof; and

**WHEREAS**, the Consultant submitted a response to the RFQ, dated, December 4, 2017, to perform the Services (the "Statement of Qualifications"). A copy of the Consultant's Statement of Qualifications is incorporated by reference into this Agreement in **Group Exhibit "B"** and made a part hereof. The MGNWC and the Consultant further negotiated and refined the Project Approach, Scope of Services, Schedule, and Projected Labor and Budget for the work that is to be performed by the Consultant under this Agreement. A copy of the agreed-upon final version of the Project Proposal ("Proposal") dated January 17, 2018 is attached hereto in **Group Exhibit "B"** and made a part hereof, the terms of which shall govern over any other Exhibit to or provision of this Agreement; and

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

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

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

**SECTION 1. INCORPORATION AND DEFINITIONS.**

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

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

- A. The term "Agreement" includes the Recitals set forth above, which are incorporated into Section 1 of this Agreement, and shall mean this Agreement and its attached Exhibits as entered into by the Consultant and MGNWC setting forth the terms and conditions governing the Services.
- B. The term "Cook County Affiliates" means Cook County's former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- C. The term "MGNWC Affiliates" means MGNWC'S former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- D. The term "Morton Grove Affiliates" means Morton Grove's former, current and future appointed and elected officials, officers, president and trustees, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- C. The term "Niles Affiliates" means Niles' former, current and future appointed and elected officials, officers, president and trustees, employees, engineers, attorneys, consultants, authorized representatives and volunteers.
- D. The term "Services" means the professional consulting and engineering services that are listed in the Proposal dated January 17, 2018 and attached hereto in **Group Exhibit "B"**. The term "Work" has the same meaning as the term "Services" as used in the MGNWC RFQ and this Agreement.
- E. The term "Scope of Work" is defined in the Scope of Services contained in the Proposal dated January 17, 2018 and attached hereto in **Group Exhibit "B"**. The term "Scope of Work" has the same meaning as the term "Scope of Services" as used in the MGNWC RFQ and this Agreement.
- F. The terms "sub-consultant" and "sub-contractor" mean the person, independent contractor, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with the Consultant for the performance of any portion of the Services.
- G. The term "MGNWC Working Group" means the respective staff and consultants employed by Morton Grove, Niles, and the Commission who are working on the Project.

**SECTION 2. TERM OF AGREEMENT.**

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

### SECTION 3. SCOPE OF SERVICES

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

Bill Balling  
WRBLLC  
Cellular Phone: (847) 863-7101  
Office Phone: (847) 398-8399  
Email: bill@wrblc.com

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

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

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

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

the MGNWC, then the Consultant shall immediately replace the Primary Representative with a new person with comparable experience and knowledge.

- (2) **Availability and Replacement of Personnel.** The Consultant shall provide adequate personnel necessary to complete the Services. The Consultant shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning or receiving notice of the resignation of any personnel assigned to regularly perform the Services. The Consultant shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of time in performing the Services as a result of any such termination, reassignment or resignation.

When replacing personnel, the Consultant shall attempt to replace each person leaving Project with a person of similar education, experience and hourly direct labor rate. Consultant shall submit proposed replacement personnel and their hourly direct labor rates to the MGNWC for approval prior to assignment.

- (3) **Approval and Use of Sub-consultants / Sub-contractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision and control of its own organization, unless otherwise approved in advance and in writing by the MGNWC. All sub-consultants and sub-contractors used by the Consultant shall be acceptable to and approved in advance by the MGNWC. The MGNWC's approval of any sub-consultant or sub-contractor shall not relieve the Consultant of full responsibility and liability for the provision, performance and completion of the Services as required by this Agreement, including the agreed upon compensation for the Services. All Services performed under any sub-contract shall be subject to each of the terms of this Agreement, in the same manner as if performed by employees of the Consultant. Every subcontract that the Consultant enters into in regard to the performance of the Services under this Agreement shall include an express provision binding the sub-consultant or sub-contractor to all of the terms of this Agreement, and specifically noting the obligations in this **Section 3.C(3)**. Upon execution of this Agreement, the MGNWC accepts the sub-consultants/sub-contractors listed in **Exhibit "C"**, subject to the removal / replacement provision set forth below.

- (4) **Removal of Personnel and Sub-consultants / Sub-contractors.** If any of Consultant's personnel or any sub-consultant or sub-contractor fails to perform the Services in a manner satisfactory to the MGNWC and consistent with commonly accepted industry standards and professional practices, the Consultant shall immediately, upon notice from the MGNWC, remove and replace such personnel or sub-consultant or sub-contractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of time of performance as a result of any such removal or replacement.

- (5) **Financial Ability to Perform.** The Consultant states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services set forth in this Agreement.

- D. **Notice to Proceed with Services.** The Consultant shall commence the Services immediately upon receipt of a written notice to proceed from the MGNWC ("**Commencement Date**"). The Consultant shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the MGNWC shall extend the Completion Date in equal proportion to the delay caused by the MGNWC. In the event that the Consultant performs any Services and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the MGNWC in regard to the Project or any phase of the

Project, the Services are performed and the expenses are incurred at the Consultant's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the MGNWC. Those actual, documented Services performed prior to the issuance of the MGNWC notice to proceed shall be paid by the MGNWC as part of the "not to exceed" Fee provided by this Agreement.

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



#### **SECTION 4. EXHIBITS.**

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

- |                                   |  |
|-----------------------------------|--|
| <b><u>Exhibit "A"</u></b> -       | Request for Proposals entitled "Construction Engineering Services for the Water Transmission Facilities Project Delivering Treated Lake Michigan Water From The City of Evanston to the Villages of Morton Grove and Niles, Illinois", Issue Date: November 15, 2017" (the "MGNWC RFP"). |
| <b><u>Group Exhibit "B"</u></b> - | Consultant's Statement of Qualifications for Services in regard to MGNWC RFQ (incorporated by reference); Proposal dated January 17, 2018 (attached and made part of this Agreement);  |
| <b><u>Exhibit "C"</u></b> -       | Sub-consultant/Sub-contractor List   |
| <b><u>Exhibit "D"</u></b> -       | Insurance Requirements for the Consultants, Sub-consultants and Sub-contractors  |
| <b><u>Exhibit "E"</u></b> -       | Services Change Order (Form)   |
| <b><u>Exhibit "F"</u></b>         | Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement   |

#### **SECTION 5. INDEPENDENT CONTRACTOR STATUS.**

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

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

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

## **SECTION 6. COMPENSATION AND METHOD OF PAYMENT.**

### **A. Fee Amount.**

- (1) **Fee Schedule.** The MGNWC agrees to pay for any requested, fully completed and accepted Services rendered by the Consultant in accordance with and not to exceed the Compensation and Fee Schedule (**Group Exhibit "B" Proposal**) attached to this Agreement. The "not to exceed" Fee for the Basic Services shall be Eight Million Three Hundred and Eighty-Nine Thousand Three Hundred and 4/100 Dollars (\$8,389,300.04) (the "Not-To-Exceed Fee").
- (2) **Out-of-Pocket Costs.** The Consultant, at its sole cost, shall pay all other expenses related to the performance of this Agreement including, and not limited to, travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment. The Consultant may request reimbursement of these out-of-pocket costs, including the Reimbursable Costs shown in attached **Group Exhibit "B" Proposal**, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.
- (3) **Scope of Fees.** The amounts set forth in the Fee Schedule include all applicable Federal, State and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or similar benefits, and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment by the Consultant of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Consultant, and any claim or demand from any person that the MGNWC or Morton Grove or Niles or Cook County pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Consultant.

### **B. Invoices and Payment.**

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

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

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

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

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

G. **Informal Dispute Resolution.**

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

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

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

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

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

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

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



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

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

## **SECTION 8. INDEMNIFICATION**

### **A. Indemnification by Consultant.**

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

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

- (4) **Kotecki Waiver.** The Consultant (and all sub-consultants and sub-contractors into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The Consultant agrees to indemnify and defend Cook County and the Cook County Affiliates, the MGNWC and the MGNWC Affiliates, the Village of Morton Grove and the Morton Grove Affiliates and the Village of Niles and the Niles Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which Cook County and the Cook County Affiliates, the MGNWC and the MGNWC Affiliates, the Village of Morton Grove and the Morton Grove Affiliates and the Village of Niles and the Niles Affiliates may sustain as a result of personal injury claims by the Consultant's employees and by the sub-consultants and sub-contractors and their respective employees, except to the extent those claims arise as a result of Cook County's and the Cook County Affiliates' own negligence, the MGNWC'S and the MGNWC Affiliates' own negligence, the Village of Morton Grove's and the Morton Grove Affiliates' own negligence and the Village of Niles' and the Niles Affiliates' own negligence.
- B. **No Personal Liability.** No elected or appointed official or employee of Cook County and the Cook County Affiliates, the MGNWC and the MGNWC Affiliates, the Village of Morton Grove and the Morton Grove Affiliates and the Village of Niles and the Niles Affiliates shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. No employee of the Consultant, Sub-consultants, and Sub-contractors shall be personally liable, in law or in contract, to the MGNWC as the result of the execution of this Agreement.

#### **SECTION 9. INSURANCE.**

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

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

- A. **No Disclosure of Confidential Information.** The Consultant acknowledges that it shall, in performing the Services for the MGNWC under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information, as defined below. The Consultant shall hold confidential all Confidential Information of the MGNWC and Morton Grove and Niles and shall not disclose or use such Confidential Information without the express prior written consent of the MGNWC, Morton Grove or Niles, depending on whose Confidential Information is at issue. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring its employees and sub-consultants and sub-contractors of the Consultant to execute a non-disclosure agreement (in a format approved by the MGNWC) before obtaining access to Confidential Information.
- (1) **Confidential Information.** All confidential information and data disclosed by the MGNWC and developed or obtained from the MGNWC under this Agreement must be treated by the Consultant as proprietary and confidential information ("Confidential Information"). Based on whose Confidential Information is at issue, the Consultant must not disclose Confidential Information without the MGNWC's or Morton Grove's or Niles' prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of the Services. The obligations under this Section do not apply to Confidential Information that is (i) in the public domain without breach of this Agreement, (ii) developed by the Consultant independently from this Agreement, (iii) received by the Consultant on a non-

confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by the MGNWC or Morton Grove or Niles and the MGNWC or Morton Grove or Niles has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's employees, sub-consultants and sub-contractors.

- B. **Ownership of Data and Documents.** The Parties expressly agree that all data, documents, records, studies or other information (collectively "Data") provided by the MGNWC to the Consultant or generated, created, found or otherwise completed by the Consultant, and its employees, sub-consultants and sub-contractors, in the performance of Consultant's Services under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the MGNWC and shall be provided to the MGNWC by the Consultant upon request of the MGNWC, or at the termination of this Agreement. All Data, regardless of its format, developed or obtained under this Agreement, other than the Consultant's confidential information, will be and remain the sole property of the MGNWC, unless the MGNWC agree that certain portions of the Data is the sole property of either Morton Grove or Niles. The Consultant must promptly deliver all Data to the MGNWC at the MGNWC's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one or more copies of the Data. Notwithstanding the foregoing, upon request of the MGNWC at any time, or at the termination of this Agreement, the Consultant shall promptly return to the MGNWC all documents provided to the Consultant by the MGNWC during the Term of this Agreement.
- C. **Intellectual Property.** The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "Intellectual Property") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify the MGNWC under this Agreement, the Consultant also, at the sole discretion of the MGNWC and at the Consultant's sole expense (a) procure for the MGNWC the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Agreement, or (c) reimburse the MGNWC for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by the MGNWC resulting from such infringement.
- D. **Copyrights and Patents.** The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the MGNWC and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the MGNWC. Further, the Consultant agrees that all rights under copyright and patent laws under this Agreement belong to the MGNWC. The Consultant assigns any and all rights, title, and interests under copyright, trademark, and patent law to the MGNWC and agrees to assist the MGNWC in perfecting the same at the MGNWC's expense.
- E. **Advertisements; Media / News Releases; Use of Letterhead or Logo.** The Consultant, and its employees, sub-consultants and sub-contractors, shall not issue any media news releases, advertisements, promotional materials or other public statements regarding the Services without the prior written consent of the MGNWC Working Group. The Consultant shall not use the letterhead or logo or any servicemark or trademark of Morton Grove without the prior written consent of the Village Administrator of Morton Grove and shall not use the letterhead or logo or any servicemark or trademark of Niles without the prior written consent of the Village Manager of Niles.

## **SECTION 11. COMPLIANCE WITH LAWS.**

- A. **Compliance with Laws.** The Consultant, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, the Village of Morton Grove and the Village of Niles. In the event that the Consultant, or its employees, sub-consultants and sub-contractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Consultant shall indemnify and hold the MGNWC harmless, and pay all amounts determined to be due from the MGNWC for such non-compliance by the Consultant, including, but not limited to fines, costs, attorneys' fees and penalties.
- (1) **Employment of Illinois Workers on Public Works Act Compliance.** To the extent required by law, the Consultant agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
  - (2) **Preference to Veterans Act Compliance.** The Consultant will comply with the Preference to Veterans Act (330 ILCS 55).
  - (3) **Patriot Act Compliance.** The Consultant represents and warrants to the Villages that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Villages that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Villages, their respective corporate authorities, and all of each Village's elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- B. The Parties to this Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- (1) **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract

submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, *Illinois Human Rights Act (775 ILCS 5/2-105)*. See also, *Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)*
- (3) **Illinois Freedom of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA. To facilitate a response by the MGNWC to any FOIA request, the Consultant agrees to provide all requested public records within five (5) business days of a request being made by MGNWC. The Consultant agrees to defend, indemnify and hold harmless the MGNWC and the MGNWC Affiliates, Cook County and the Cook County Affiliates, Morton Grove and the Morton Grove Affiliates and Niles and the Niles Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the

MGNWC, Cook County, Morton Grove and/or Niles to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Consultant's actual or alleged violation of the FOIA or the Consultant's failure to furnish all public records as requested by the MGNWC. Furthermore, should the Consultant request that the MGNWC utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant agrees to defend, indemnify and hold harmless the MGNWC and the MGNWC Affiliates, Cook County and the Cook County Affiliates, Morton Grove and Morton Grove Affiliates and Niles and Niles Affiliates, and agrees to pay all costs incurred by the MGNWC, Cook County, Morton Grove and/or Niles connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the Consultant's request to utilize a lawful exemption.

C. **Consultant Representations.**

- (1) **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village of Morton Grove and the Village of Niles, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the MGNWC prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Consultant shall be liable to the Village of Morton Grove and/or the Village of Niles for any loss or damage that the Village of Morton Grove and/or the Village of Niles may suffer, and this Agreement shall, at the MGNWC's option, be null and void.
- (2) **Conflict of Interest.**
  - (a) The Consultant represents and certifies that, to the best of its knowledge: (1) no MGNWC, Cook County, Morton Grove or Niles employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
  - (b) The Consultant agrees to perform no professional services during the Term of this Agreement for any person, firm or corporation, for any project or work that may be subject to review/inspection by Morton Grove or Niles, to occur or occurring within the corporate limits of Morton Grove or Niles without notification to Morton Grove and/or Niles prior to rendering services. The Consultant agrees to provide the MGNWC with written notification whenever the Services provided under this Agreement shall require the Consultant to review a project, business or work performed by any other firm or corporation for whom the Consultant is or has within the previous twelve (12) months

provided professional services, or with any of the Consultant's partners or principals that have a financial interest.

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

#### **SECTION 12. DEFAULT AND TERMINATION OF SERVICES.**

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

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



- D. **Termination by Consultant for Breach.** The Consultant at any time, by written notice, terminate this Agreement on account of a failure by the MGNWC to adhere to any terms or conditions of this Agreement and a failure of the MGNWC to cure the breach within ten (10) calendar days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the MGNWC seeking additional time to cure.
- E. **Termination by Consultant without Cause.** The Consultant shall not terminate this Agreement without cause.

**SECTION 13. GENERAL PROVISIONS.**

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

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

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

With a copy to:  
Corporation Counsel (same address as Village Administrator) (MGNWC Working Group)  
Email: [tliston@mortongroveil.org](mailto:tliston@mortongroveil.org)

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

With a copy to:  
Corporation Counsel (same address as MGNWC Chair) (MGNWC Working Group)  
Email: [dg@niles.com](mailto:dg@niles.com)

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

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

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

Attn: Jared Hamilton, P.E.  
Stanley Consultants, Inc.  
8501 West Higgins Road  
Suite 730  
Chicago, Illinois 60631  
Phone: (773) 444-5974 and Cellular Phone: (773) 269-8775  
Fax: (773) 693-7690  
Email: [hamiltonjared@stanleygroup.cpm](mailto:hamiltonjared@stanleygroup.cpm)

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

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against Cook County and Cook County Affiliates, the MGNWC and the MGNWC Affiliates, Morton Grove and Morton Grove's Affiliates and Niles and Niles' Affiliates.
- F. **Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

- H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- I. **Venue and Governing Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the Northern District of the United States District Court, Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding.
- J. **Authority to Execute.**
- (1) **MGNWC Water Commission.** The MGNWC warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.
  - (2) **The Consultant.** The Consultant warrants and represents to the MGNWC that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.
- K. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- L. **Waiver.** The failure of either Party to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.
- M. **Survival.** The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of this Agreement.
- N. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- O. **Cumulative Rights and Remedies.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- P. **Effective Date.** This Agreement shall become effective on the date the last signatory signs this Agreement.

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

**SIGNATURE PAGES AND EXHIBITS TO FOLLOW**

**SIGNATURE PAGE FOR  
CONSULTANT**

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

**Stanley Consultants, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**Attest:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

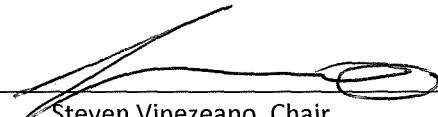
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

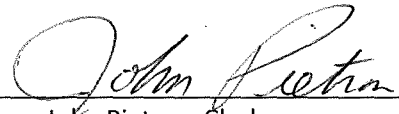
**IN WITNESS WHEREOF**, the below authorized officials of the Morton Grove-Niles Water Commission have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*)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

**Morton Grove-Niles Water Commission**

By:   
Steven Vinezeano, Chair

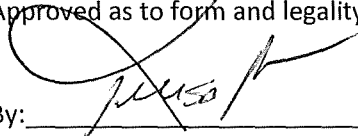
Date: 2/26/18, 2018.

**Attest:**

By:   
John Pietron, Clerk

Date: 2/26, 2018

Approved as to form and legality:

By:   
Teresa Hoffman Liston, General Counsel

**Exhibit "A"**

**Request for Qualifications for Construction Engineering Services for the Water Transmission Facilities Project  
Delivering Treated Lake Michigan Water From The City of Evanston to the Villages of Morton Grove and Nilis,  
Illinois Issue Date: November 15, 2017 (the "MGNWC RFQ")**

**(attached)**

## REQUEST FOR QUALIFICATIONS

RFQ Name: **CONSTRUCTION ENGINEERING SERVICES FOR THE WATER TRANSMISSION FACILITIES PROJECT DELIVERING TREATED LAKE MICHIGAN WATER FROM THE CITY OF EVANSTON TO THE VILLAGES OF MORTON GROVE AND NILES, ILLINOIS**

Date Issued: **November 15, 2017**

Contact Person: **Bill Balling - Superintendent; [bill@wrblc.com](mailto:bill@wrblc.com)**

### **Instructions:**

Please submit ten (10) paper copies and one digital copy of the RFQ response documents.

Submittals shall be placed in a sealed envelope or box, marked "**CONSTRUCTION ENGINEERING SERVICES FOR THE MGNWC WATER SUPPLY PROJECT**" and delivered on or before the due date, **December 4, 2017 by**

**10:00am**

Please submit any questions or comments in writing to Bill Balling - superintendent at

[bill@wrblc.com](mailto:bill@wrblc.com), 5 days prior to due date to allow sufficient time for a written response.

### **DELIVERY/MAILING ADDRESS**

MGNWC C/O Village of Niles

Attention: Susan Bus, Purchasing Agent

1000 Civic Center Drive

Niles, IL 60714

847-588-8011

### **INTRODUCTION:**

Morton Grove-Niles Water Commission hereby invites qualified, licensed professional Architectural Engineering and Construction (AEC) Firms to provide a statement of qualifications to provide construction engineering services for the construction of a water supply system. For the purpose of this RFQ "Firm" means the AEC Firm submitting a response to this RFQ. Qualified Firms shall provide services based on the Project Scope and Submittal Requirements sections provided below.

The water supply system will consist of installation of 49,000 feet of water transmission main varying in pipe diameter between 16 inches and 30 inches; lining 14,000 of 20-inch diameter water transmission main; construction of two pumping station facilities; construction of a 7 million-gallon water standpipe; installation of 46,000 feet of fiber optic cable, splicing and terminations; and significant, appurtenant aspects of pavement, landscape and utility restoration. The construction work is scheduled to begin in



February 2018 and be substantially completed by December 31, 2018. The construction cost estimate for this work is approximately \$100 million.

The work to construct the water supply system has been separated into nine construction contracts and one material procurement contract. The construction engineering element is envisioned to be comprised of a single program management firm and multiple construction inspection/documentation firms. This is broadly considered to a practical project approach, but firms are encouraged to submit any project approach that would accomplish the same goal of providing orderly prosecution and reliable documentation of the water supply system included in the contract documents.

Plans, specifications, and estimates are available for review for use in developing a statement of qualifications. Contact Issuing Office of the Engineer, Stanley Consultants, Inc., 8501 West Higgins Road, Suite 730, Chicago, Illinois 60631 from Mr. Larry Thomas at [thomaslarry@stanleygroup.com](mailto:thomaslarry@stanleygroup.com). Refined information about Morton Grove-Niles Water Commission, the scope of work, project schedule, submittal schedule, and evaluation of responses follows.

#### **BACKGROUND:**

**General:** The Villages of Morton Grove and Niles are located approximately 10 miles north of downtown Chicago. The City of Chicago currently supplies water to the Villages of Morton Grove and Niles. The City of Evanston has agreed to supply water to MGNWC following construction of the required facilities. MGNWC is currently having design plans developed by an engineering team led by Stanley Consultants, Inc. to install water transmission main and appurtenant facilities to supply water to the existing water pumping and storage facilities in Morton Grove and Niles from a water supply point in Evanston. The proposed 49,000-foot alignment lies within Villages of Skokie, Morton Grove and Niles. An intermediate water pumping station will be constructed within the Village of Skokie. A receiving water pumping station and standpipe will be constructed in Morton Grove. The project includes many permitting agencies that will regulate design criteria and/or construction operations.

**Lead Public Agency:** A new water commission was formed in 2017. It is named Morton Grove-Niles Water Commission (MGNWC) and is comprised of two member communities: Village of Morton Grove and Village of Niles. MGNWC is a satellite supply agency delivering finished water from the City of Evanston to the Villages of Morton Grove and Niles. A new public water supply system must be constructed in order to deliver the finished water to existing distribution systems in the member communities. MGNWC, as the Owner, intends to construct, operate and maintain the new public water supply system from delivery point in Evanston to the point of individual, member community storage facilities.

**Member Communities:** Staff from the Villages of Morton Grove and Niles and a third party project manager will animate the direction of MGNWC to have the new public water supply constructed and all appropriate observation and documentation performed. Designated representatives will have administrative responsibilities to provide most or all construction-level coordination with construction and construction engineering representatives.

**Impacted Community:** MGNWC will construct a significant portion of the new public water supply within the Village of Skokie. The Village of Skokie will be considered an impacted community and regulator of

the improvements, but will not be a beneficiary of the new public water supply. The Village of Skokie will be involved as a regulator to ensure the horizontal and vertical alignment of the pipeline, construction and restoration meet local requirements.

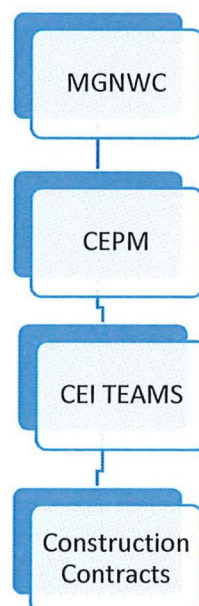
**Permitting Agencies:** The design and construction of the pipeline requires permits from many agencies. The design and construction of the pumping stations and standpipe requires permits from Village of Skokie, City of Evanston, Village of Morton Grove, Metropolitan Water Reclamation District of Greater Chicago and Illinois Environmental Protection Agency. The design and construction of the pipeline requires permits from Village of Skokie, Village of Morton Grove, Village of Niles, Illinois Department of Transportation, Cook County Department of Transportation and Highways, Forest Preserve District of Cook County, Metra, United States Army Corps of Engineers, and Illinois Environmental Protection Agency. There is or will be a utility easement on approximately 30 property parcels that may include certain levels of permission and commitment to perform the work on the property.

**Project Funding:** Funding for engineering, land acquisition, construction and construction engineering is intended to come from local sources. The possibility remains for reimbursement from State and Federal funding sources for construction and construction engineering, so construction engineering and documentation must be performed in a manner and by firms that will maintain eligibility to receive State and Federal funding sources.

#### **DESCRIPTION OF PROFESSIONAL SERVICES SCOPE:**

##### Structure of Construction Engineering Contract

The proposed structure of the construction engineering phase will involve both a Construction Engineering Program Manager (CEPM) and Construction Engineering and Inspection Teams (CEI). MGNWC expects to select one firm as the CEPM. The Village expects the CEPM will select multiple firms to teams with as CEI's. The GENERAL expected structure is as follows:



There will be nine individual construction contracts bid and let for the project.

### Detailed Scope Construction Engineering Program Management

The construction phase will be overseen by a Construction Engineering Program Manager (CEPM) responsible for the entire corridor. The CEPM will be responsible for coordination between contracts as well as the following duties:

- Auditing for construction contractor quality and schedule
- Risk Management Advisor to MGNWC
- Unified response to construction claims
- Single responsibility for coordination between contracts (schedule, field changes, etc..)
- Clearing house for contractor RFI's
- QC oversight of change order negotiations. Determination of change order disposition.
- General project QC
- Owner's independent technical advisor
- Oversight of individual construction engineering and inspection teams
- Coordination of pre-procured materials and allocation of materials to individual projects
- Clearing house for as-built information and assembly of final GIS as-built
- Coordination with designer of record
- Leads regular corridor coordination meetings with Resident Engineers and contractor's representatives.
- Responsible for final resolution of issues elevated by Resident Engineers
- Lead Commissioning Agent

### Detailed Scope Construction Engineering and Inspection

In addition to the CEPM, there will be construction engineering and inspection (CEI) teams responsible for day to day oversight, resident engineering, inspection, and documentation of the individual construction contracts. The CEPM may also participate as a lead or partner on a CEI team. MGNWC expects to select one CEPM who is partnered with multiple CEI teams under one contract. RFQ respondents should assemble CEPM and CEI teams in a manner that best suits their respective skills, qualifications, and manpower. Respondents may only submit as a complete CEPM and CEI team only. Qualifications submissions must cover all the respective construction engineering scope of the project to be considered responsive.

Currently there are 9 contracts proposed for the construction phase:

- Contract 1      30 inch East Water Transmission Main (Skokie)  
Approximate Length:18,200 linear feet  
Estimated Construction Value: \$16.9 Million
- Contract 2      30 inch West Water Transmission Main (Morton Grove)  
Approximate Length:15,400 linear feet  
Estimated Construction Value: \$15.8 Million
- Contract 3      20 & 16 Inch Mains (Niles)  
Approximate Length: 11,300 linear feet  
Estimated Construction Value: \$14.3 Million
- Contract 4      Pipeline Maintenance (Lining)  
Approximate Length: 14,000 linear feet  
Estimated Construction Value: \$5.5 Million
- Contract 5      Procurement Contracts  
Estimated Construction Value: \$9.7 Million
- Contract 6      Intermediate Pump Station  
Estimated Construction Value:\$2.2 Million
- Contract 7      Nagle Ave. Pump Station  
Estimated Construction Value: \$5.4 Million
- Contract 8      Standpipe  
Estimated Construction Value: \$7.5 Million
- Contract 9      Fiber Optic Cable Installation  
Estimated Construction Value: \$164,000
- Contact 10      Miscellaneous Watermain and Appurtenance Work  
Estimated Construction cost: Less than \$3,000,000

A designated full time Resident Engineer (RE) and team of inspectors shall be assigned to each construction contract. The Resident Engineer shall be a licensed professional engineer in the

State of Illinois. The services to be provided to perform construction engineering and inspection for the above project described shall include:

1. Construction and Inspection Services –
  - a. Project record keeping: RE shall keep daily diary or Inspectors Daily Reports to track job progress. Resident's weekly report shall be prepared and submitted to CEPM and owners operations team.
  - b. Measurement and tracking of all installed contract quantities. RE shall keep field books or inspector daily report and quantity book to track completed pay item work.
  - c. Field Notes: RE shall keep an ongoing markup set of plans consisting of all field changes from the design. Provide detailed sketches and photos when necessary.
  - d. Schedule: RE shall review the contractor generated schedule and use it to monitor progress. Deviations from the schedule will be addressed immediately and the RE shall work with the contractor on returning to the original schedule. Major deviations from the schedule shall be documented in writing, notifying the contractor of the need to increase production rates.
  - e. Submittals and Substitutions: RE will review, return, and comment to contractor within 7 days of receipt of shop drawings, diagrams, illustration, samples, schedules, certificates, manufacturer's instructions, product data, results of test, operation manuals, schedules, and other data required to be submitted by contractors. RE will also review:
    - i. Compliance with specifications
    - ii. Change Order Requests
    - iii. Construction questions
    - iv. Specification interpretation
    - v. Substitution Requests
    - vi. Value Engineering Proposals
  - f. Conformance Verification: The RE shall be responsible for verifying the work is in substantial compliance with the plans, specifications, and bids. All instances of non-conforming work shall be expediently brought to the contractor's attention and a resolution determined. If work is found to be non—conforming and an expedient resolution is not agreed to, then RE shall issue to the contractor a non-conformance report which details the non-conforming work and how it is to be corrected.
  - g. Quality Control and Inspection: RE will provide full time observation of the contractors work for substantive compliance and recommend immediate corrective action if necessary.

- h. Grade and Layout Verifications: The contractor shall be responsible for all project layout. The RE will be responsible for performing field checks and verification of the layout.
- i. Material Testing: Testing of materials shall be included in scope of services. RE shall coordinate and observe on-site testing and confirm compliance with the specifications. The contractor shall provide Quality Control testing in accordance with IDOT Project Procedures guide and other standards, the RE shall provide Quality Assurance testing in accordance with the same standards. Provide all testing indicated in the project manual for each contract as the responsibility of the owner. Refer to the individual contract specification books.
- j. Documentation: RE will document progress and quantities as listed above item 1.b., and shall maintain a project file including all correspondence, reports of meetings, conferences, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project related documents for the MGNWC. All documentation shall be the property of MGNWC and shall be provided to the MGNWC upon the completion of the project. Each major component of the project shall include the deliverable of an operations manual. The draft operations manual shall be provided by the design team. The RE is responsible for updating the operations manual with information obtained during construction including design changes, product data, shop drawings, commissioning information, and as-built information. The RE shall deliver the final operations manual for each contract under their supervision.
- k. Traffic Control and Work Plan Review: The RE will routinely inspect traffic control installations to ensure the safety of the general motoring public. The RE will also review contractor work plans for traffic impacts and work with the contractor to ensure maintenance of traffic is accounted for throughout construction.
- l. Ongoing Constructability Review: The design for this project was prepared in compressed timeframe. The Construction engineering contract will likely be issued at the same time that construction contracts are awarded. Upon award of the contract the CEI and CEPM teams will be responsible for reviewing the Plans, Specifications, and Bids for constructability issues. The CEI and CEPM shall propose solutions to any potential issue that they uncover. As field issues arise the CEI and CEPM shall troubleshoot the job for future instances of known problems.
- m. Outside Agency Inspection and Utility Coordination: RE will assist the contractor to coordinate with outside permit agencies to ensure all required inspections are scheduled in advance. RE shall proactively coordinate with utility companies to ensure protection of facilities, and obtain early resolution of any potential utility conflicts.
- n. Erosion and Sediment Control: The contractor is responsible for day to erosion and sediment control inspection; however the RE shall inspect the contractor's records and perform QA inspections to ensure compliance with the individual MS4 permit requirements of each community.

o. Project Soils RE: Provide all services indicated in the project manual for each contract as the responsibility of the "Project Soils Engineer". Refer to the individual contract specification books.

2. Project Coordination

a. Project Progress Meetings: The RE shall meet with sub consultants and prime contractor on a regular basis to ensure conformance with the project scope, schedule, and specifications.

b. Corridor Progress Meetings: The RE shall provide the owner and CEPM regular status updates and schedule look ahead. The RE shall attend regular coordination meetings to facilitate coordination of work, scheduling, and quality construction throughout the corridor. RE shall elevate any schedule critical items as soon as they become known.

c. The RE is responsible for elevating any issue which falls outside their delegated authority to the CEPM for disposition and resolution.

d. The RE will coordinate or communicate with the Design Engineer of Record only through the Engineering Program Manager.

3. Survey and Record Drawings

a. The RE will be responsible for surveying the collection of horizontal and vertical coordinates of the transmission watermain at all key points. The survey will include elevation and location documentation of every fitting, valve, hydrant, and 40 feet along any buried water main pipe. Data delivery shall conform to the individual requirements of both Morton Grove and Niles GIS departments.

b. The RE will be responsible for making periodic and routine reviews of the Contractor's record drawings to ensure compliance with the contract requirements.

4. Commissioning and Closeout

a. Commissioning is defined as systems start up, test operation, and start of full service working condition.

b. The RE shall attend all commissioning meetings and walk-throughs as necessary to share the institutional construction knowledge to the water system operator and MGNWC. The RE shall provide any project specific commissioning information to the CEPM for coordination of the commissioning effort.

c. The RE shall be responsible for ensuring all closeout paperwork is provided in accordance with the contract documents. The RE will prepare a "punch list" followed by a final report. RE will secure and review all guarantees, warranties, and "as-built" drawings.

**PROJECT SCHEDULE:**

Design Phase – Ends December 2017

Bids due for contraction contracts, December 12, 15, and 20, 2017

Construction Phase – January 2017 through June 2019

The majority of the construction work shall be completed by 12/15 18 in order to make the water system operational. Restoration work shall continue over until July 1, 2019

**SUBMITTAL REQUIREMENTS:**

Ten copies and one digital copy of a compiled set of the following documents shall be submitted in the order listed below:

1. **Cover letter**
2. **Statement of Qualifications**
3. **Project Approach**
4. **Firm's audited financial statements**
5. **Proof of insurance**

The ten copies shall be submitted in a single, sealed envelope or sealed box. Each of the ten copies shall be bound with a metal binder clips or a rubber band (no formal binding or stapling) to facilitate electronic scanning.

1. A cover letter, signed by a principal, describing the role firm is qualified to fill, type of organizational structure (corporation, partnership, sole proprietor, etc.), number of employees, technical disciplines, and other information relevant to this project.
2. The Statement of Qualifications needs to be concise and needs to illustrate expertise with construction engineering of public water supply construction in an urban environment with significant traffic impacts, and significant permitting and funding compliance. Evaluations will focus on the first 30 pages (i.e. 30 single-sided or 15 double-sided) of the Statement of Qualifications. To clarify, the page limit only pertains to the Statement of Qualifications and does not include any of the other materials to be submitted. Font should be equivalent in size to 11-point Calibri. It should be submitted loosely, bound only with a metal binder clip. The Statement of Qualifications should include:
  - a. A simple organizational chart identifying key members of the firms and teams who would be assigned to this project.
  - b. Firm and Team Profile General Experience - A detailed description of similar construction engineering projects successfully completed by the firm in the past ten years by current staff. Relevant experience illustrating the firm's capabilities must include a description of work performed for other public agencies specifically managed by the designated Resident Engineer. Cite specific projects of a similar nature to the project described herein. Include the name, telephone number, and email address of a contact person for each client who can verify the information provided. List current projects and percent complete. Provide at least three (3) additional projects, completed in the last five years, related to the firm's successful completion of projects similar to the this type of project effort. Include the client's name, address, phone number, email and the name of a contact person. Identify information related to budgeted and actual cost, projected and



actual project schedule, and actual project completion history In particular highlight the following experience:

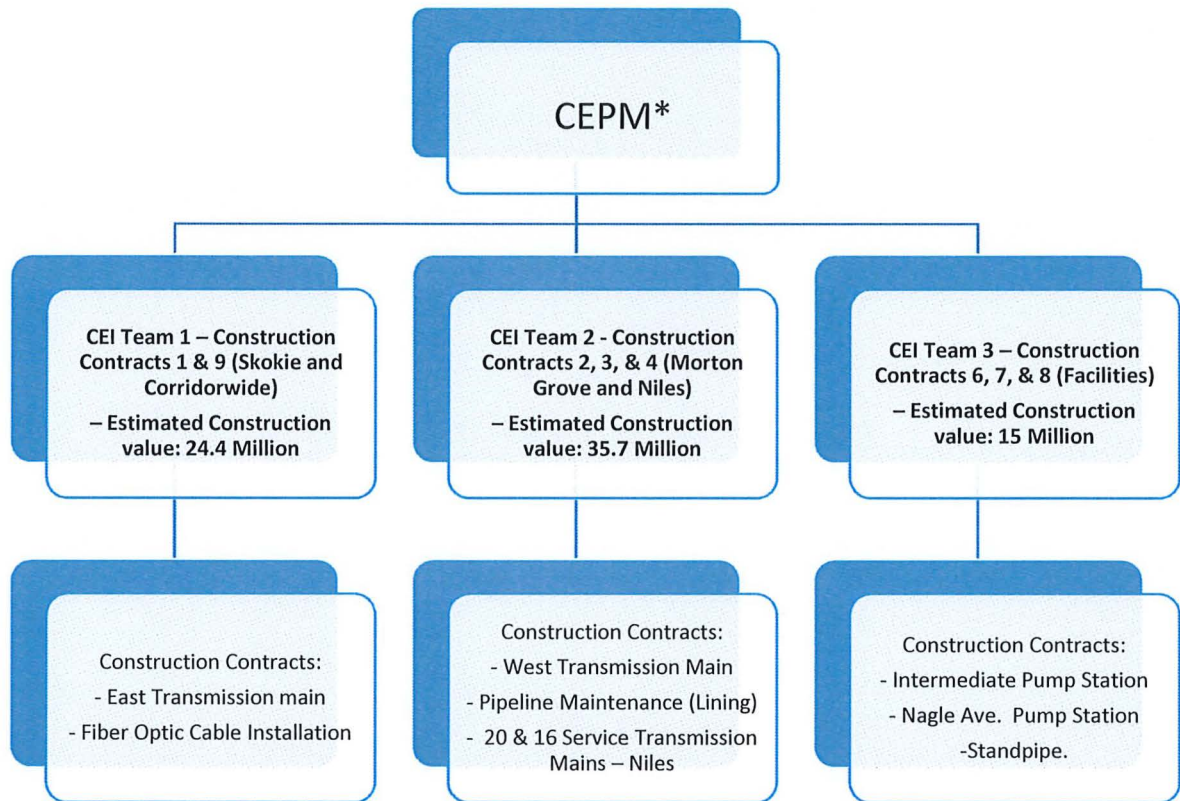
1. Municipal facility design, permitting and construction observation
  2. Transmission design and construction observation
  3. Water storage and pumping facility design and construction observation
  4. Jacking, tunneling, boring design and construction experience
  5. Urban pipeline design and construction observation
  6. Lining of existing transmission watermain 20 inches and greater in diameter
  7. Water system modeling experience
  8. Construction and cost estimating
  9. Phased project design
- c. Local Knowledge and Experience
- i. Project experience with local area, geography, and facilities
  - ii. Local Agency experience with IEPA (Water), IDOT, MWRDGC, Metra, USACOE, Cook County, Skokie, Evanston, etc.
- d. Resume of the Resident Engineers. This individual must be a licensed civil engineer. Include a detailed description of the assigned engineer's experience in transmission main and water plant improvements, specifically identifying the projects.
- e. A listing of team personnel who will be assigned to perform substantial amounts of the work on this project. Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will actually work on this project, and location of each person. The resumes should include education, employment history, project experience with corresponding dates, and the number of years employed with the company. During the course of the project, substitution of key personnel is subject to the approval of MGNWC.
- f. Names of major sub-consultants planned to be used on this project, indicating name, specialty, address and summary of municipal public services or similar experience, as well as proof of insurance as set forth in these instructions. This project may be required to comply with IEPA Drinking Water Revolving Loan requirements including compliance with USEPA Fair Share Percentage clause for Minority Business Enterprises and Women's Business Enterprises Participation.
3. Project Approach. Respondents shall provide a detailed proposed scope-of-work, methodology narrative, and technical proposal consisting of individual tasks for the project including at a minimum:
- a. Project Approach and methodology. The methodology proposed to accomplish the various work tasks shall be described in this section. Methodology should be focused on construction engineering. Present your concept for conducting the work. The expectation is the respondents will follow the CEPM and CEI model presented earlier. The exact allocations of work and format of the team structure is left to the respondents.

The Program management lead firms should be clearly identified in the proposal. The proposed scope of the CEI teams should be clearly identified and the logic for the structure explained. MGNWC reserves the right to adjust the scope or team structure proposed by the respondents. A sample structure is presented below for informational purposes only. We encourage the respondents to be creative and find cost effective and efficient means to manage the work load.

- b. Detailed Scope of Work: The approach and detailed Scope of Services proposed to accomplish the Phase III work tasks shall be described in this section. The scope of work shall also clearly set forth services that are not included or anticipated as part of the proposal. If above referenced services are not set forth as "Exclusions" within this section, they will be considered included, although not specifically mentioned, in the scope of work necessary to provide the full and complete services required for the Project.
- c. General Staffing Levels: Earlier in the RFQ we asked for the manpower capacity of your firm(s). Firm(s) must also provide specifics about the staff allocations to be assigned to each contract and for how long. A man-hour estimate is not required at this point but we do want to see a reasoned approach as to how staff would be allocated if a contract was awarded.
- d. Innovations: The field of engineering is always advancing. We encourage firms to present any innovative approaches to the construction phase. Whether it is electronic field reporting and documentation, 3d record drawings, cloud based coordination, or community engagement websites, please share any unique separators your firm or team can offer.
- e. Project Completion Narrative: December 2018 is the crucial time period for this project. The goal is to provide water from Evanston to MGNWC by December 15, 2018. The project consists of multiple moving parts including standpipes, pump stations, lining projects, transmission mains, existing reservoir interconnections, system disinfection, SCADA systems, commissioning, and operations startup. Please provide a narrative of how your firm can contribute to this process as either a CEPM or CEI. If you are submitting as CEPM provide a detailed narrative of how you foresee this crucial phase unfolding. Provide a sequence of events with milestone dates and timeframes to demonstrate a project understanding of the steps required to complete construction and turn a water supply on for full operation by December 15, 2018.
- f. IEPA DBE compliance. Provide a narrative indicating approach to complying with IEPA requirements outlined in Title 35, Section 662 of the Illinois Administrative Code. Specific engineering DBE requirements are outlined in sub-section 11.2.1.5. Approach should detail how CEPM and CEI team will comply, as well as describe how they will monitor and ensure compliance from the contractors.

- g. Capacity of firm to meet the needs associated with the described scope and schedule of the program/project.

The following potential structure is provided for informational purposes only. Firms are encouraged to assemble their teams in the manner they find to be most efficient and cost effective:



\* It is expected that the CEPM will be responsible for coordination and oversight of the pre-procurement contract 5.

4. One (1) copy of the firm’s audited financial statements for the last three (3) years which may be included in a separate sealed envelope and marked accordingly.
5. Provide proof and limits of professional and general liability insurance carried by the firm.

**EVALUATION SCHEDULE:**

- November 16, 2017 Requests for qualifications issued
- **December 4, 2017 Requests for Qualifications due 10:00 am**
- December 11, 2017 MGN Operations and Management Teams select firms to be interviewed from those submitted.
- December 14, 15, 2017 Reserved days to conduct interviews of selected firms, Times TBA
- December 21, 2017 MGNWC identifies preferred firm selected to launch contract and price negotiations
- January 4, 8, 2018. Days reserved for contract and price negotiations.

- January 8, 2018 Evening in which preliminary contract and price outline announced to MGNWC members
- January 18, 2018 Contract and pricing in final form and presented to MGN Management Team
- January 25, 2018 Contract presented and approved by the MGNWC.

## CONSULTANT SELECTION PROCESS

A panel of the operations and management team members will review the submitted proposals based on the evaluation factors noted. Proposals will be evaluated primarily on the demonstrated ability of the project team members who will actually perform substantial amounts of the work on our project. MGNWC will make a qualifications based selection.

## EVALUATION CRITERIA:

- Firm qualifications of construction engineering of public water supply construction in an urban environment with significant traffic impacts, and significant permitting and funding compliance
  - Professional reputation
  - Water system experience of firm
  - Public facility architectural experience of firm, as applicable
  - Complexity of past water transmission projects
  - References – Meeting deadlines
  - References – Meeting budget
  - Proximity to proposed project site
- Firm capacity to meet project/program needs
  - Key personnel
  - Firm general history
  - Present workload
  - Financial stability
- Project approach to the planning, organizing, and management of a project effort
  - Methodology
  - Scope of Work
  - Staffing Levels
  - Innovations
  - Project Completion Narrative
  - IEPA DBE compliance
- Congruency between description of firm strengths and self-proposed project role

## SUBMITTAL

Qualified Firms shall provide services based on the Project Scope and Submittal Requirements available from the MGNWC Superintendent identified above. Requests for qualifications will be received until Monday December 4, 2017 at 10:00 am local time at the Village of Niles Village Hall, 1000 Civic Center Drive Niles, Illinois 60714.

**Group Exhibit "B"**

**Consultant's Statement of Qualifications for Services in regard to MGNWC RFQ dated December 4, 2017  
(incorporated by reference)**

**Consultant's Proposal for Services in regard to MGNWC RFQ dated January 17, 2018  
(incorporated by reference)**



## Consultant's Final Proposal for Services

Our Final Proposal includes the following topics:

- Methodology for Construction Engineering
- Concept for Conducting the Work: CEPM and CEI Model
- Scope of CEPM and CEI Team: Roles and Responsibilities
- Organizational Chart
- Scope of Work
- Innovations
- Project Assumptions
- Project Man Hours

### Methodology for Construction Engineering

Construction engineering is the art and science of successfully completing a construction project while meeting the quality, cost and schedule objectives.

Our team has pre-existing knowledge of the project stakeholders, planning, and design assumptions partnered with highly experienced construction engineering division members to act as the "construction engineers" to support MGNWC in the timely delivery of a reliable water transmission system.

Based on our long record providing construction engineering services, our approach to perform this assignment includes the following. We also show below the benefits that MGNWC will receive by selecting our Team:

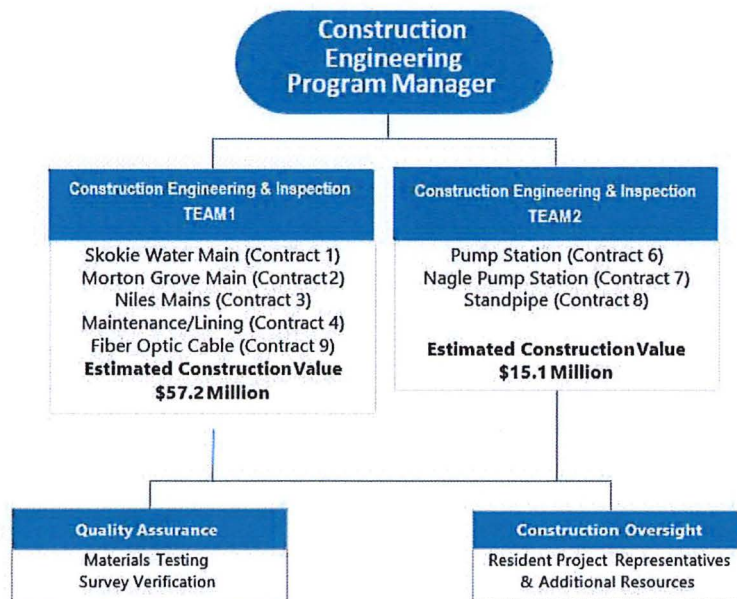
<b>Construction Engineering Approach</b>	<b>Stanley Team Benefit</b>
Perform initial and periodic constructability review of the projects.	Our team has no learning curve. This will be a time savings. We have the flexibility to accept suggestions for project improvements from contractors
Review contract terms and conditions, analyze schedules with team members, the Commission, and contractors.	Our team will provide time savings as we know the contract terms and schedule requirements.
Integration of all contractor schedules into a master schedule understood and accepted by the contractors and stakeholders with periodic updates based on progress.	We have developed a detailed construction schedule that can be used as starting point for contractors' schedules. This will allow for substantial time savings.
Identify construction risks and deploy staffing resources for construction observation, quality control, and mitigation of issues to control impacts on project reliability, communities and schedules.	Our team has extensive knowledge of construction conditions and requirements on the route. This allows early and optimum risk identification and mitigation.



<p><b>Quality Control through specialty subconsultants and quality assurance testing</b></p>	<p>We have worked with the Material Solutions Laboratory in the past and know how to work them into the construction process for the most effective monitoring of contractor quality control.</p>
<p><b>Act as Owner’s independent technical advisor</b></p>	<p>Our CEPM is a construction engineering specialist that has not been involved in the design/planning. He will provide a “fresh perspective” and act on MGNWC’S behalf.</p>
<p><b>Assign resources for the CEPM, REs and the RPRs</b></p>	<p>Our local depth of resources and familiarity with constructing pipelines on local streets in the Chicagoland area. We understand the importance of working closely with the impacted residents, property owners, and business owners.</p>
<p><b>Observe construction and report on variances from contractual terms.</b></p>	<p>Our extensive knowledge and understanding of contract terms and requirements allows us to negotiate and correct variances pro-actively. Our focus on team training allows us understand the entirety of the project, the importance of system reliability, and the criticality of their contribution to project success.</p>
<p><b>Manage change orders and minimize impact.</b></p>	<p>We will provide the information needed by the contractors and the Commission in a timely manner and will resolve questions and disputes in a firm, yet fair, manner that will result in cooperative resolution of issues and minimization of change orders.</p>

**Concept for Conducting the Work CEPM and CEI Model**

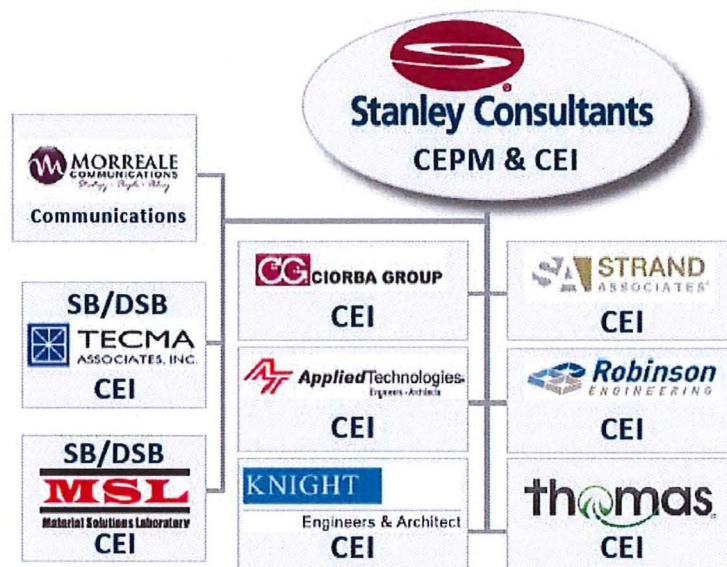
Our proposed construction engineering concept for conducting the MGNWC Construction Engineering Services is shown below.





## Program Management Firms

The Stanley Team member firms who will provide the staffing for the MGNWC Construction Engineering Services are as shown below.



## Scope of the CEPM and CEI Teams: Roles and Responsibilities

Based on our long-term record acting as Construction Engineering Program Managers (CEPM) for delivery of major infrastructure programs worldwide; our knowledge of construction engineering service requirements in the Chicagoland area for infrastructure similar to the MGNWC transmission system; and our intimate knowledge of the project schedule and reliability requirements; we have developed an optimized logic for the CEPM and CEI Teams. The roles are clearly delineated below to assure a cost-effective and efficient delivery of engineering services.

Program Manager – (\$76.13/hr) Not Qualified for Premium Time

- A.1.1 Organize and manage the Project team
- A.1.2 Provide a single point of responsibility and coordination between each of the construction contracts including the distribution and resolution of RFIs, Shop Drawings and Submittals.
- A.1.4 Set up uniform electronic and paper filing system for each construction contract.
- A.1.5 Conduct weekly Progress Meetings with MGNWC, Contract Teams and the Contractors for each contract.
- A.1.8 Promptly resolve Design Issues with the Contractor and Design Engineers in a manner that is consistent with the Project Documents.
- A.3.1 Provide analysis and recommendation of proposed change orders for all construction contracts.
- A.3.2 Assemble documentation and provide technical analysis concerning the validity of construction claims for all construction contracts.
- A.3.3 Responsible for final resolution of issues elevated beyond the Resident Engineer level.
- A.1.10 Conduct field investigations of apparent construction conflicts.
- A.1.11 Meet with residents and business owners in the field to discuss their concerns.





- A.1.12 Attend Public Meetings about the project.
- A.1.13 Verify that progress in the field generally conforms with the Contractor's updated Progress Schedules.
- A.1.14 Review and provide analysis of Contractor proposed changes to construction staging.
- A.1.15 Review program MOT for general conformity between construction contracts.
- A.1.16 Review program Erosion Control Measures for general conformity between construction contracts.
- A.1.20 Manage the level of field resources required throughout the life of the Program.
- B.4.1 Provide office space for meetings, staff of the project and contract documents. Setup and engage all parties on the construction management software (Newforma Project Cloud and ProjectWise), login, testing and use with tablets. These items will be a direct cost to the contract.
- D.3.4 Deliver final documentation to MGNWC.

Scheduler – (\$52.74/hr) Not Qualified for Premium Time

- A.2.2 Prepare and maintain master schedule of all Contractor submitted schedules.
- A.2.4 Update master schedule weekly for independent analysis.

Project Administrator – (\$26.62/hr) Not Qualified for Premium Time

- A.1.21 Produce professional project specific correspondence on behalf of the Program Team and MGNWC.
- C.3.5 Type meeting minutes for distribution.

Project Invoice Coordinator – (\$67.31/hr) Not Qualified for Premium Time

- A.6.1 Review each of the nine sub-consultant invoices for accuracy and completeness on a monthly basis.
- A.6.2 Compile, analyze and produce progress charts with each invoice showing Actual Burn Rate vs. Proposed Burn Rate.

Project Controls Manager – (\$70.00/hr) Not Qualified for Premium Time

- A.1.17 Manage and direct all Project Controls activities.
- A.2.6 Track and coordinate the issuing of IDOT permits for each construction contract.
- A.3.1 Provide analysis and recommendation of proposed change orders for all construction contracts.
- A.3.2 Assist Program Manager with analysis of Contractor Claims.
- A.4.1 Conduct quarterly auditing in 2018 of the internal quality and documentation procedures against Illinois Department of Transportation common documentation procedures of each of the 9 construction contracts teams and file audit report with project files.

Project Controller – (\$53.06/hr) Not Qualified for Premium Time

- A.1.7 Review and process Contractor submitted Pay Requests to MGNWC and IEPA for payment.
- A.1.9 Track Utility relocations and conflicts while managing the resolution of said conflicts.
- A.1.18 Collect and review Contractor's certified payrolls.
- A.1.19 Process all MGNWC approved Change Orders for payment.
- A.1.22 Track design changes and distribute to the Team.



A.1.23 Maintain photo file of project including pre-construction, construction and post-construction photographs.

C.1.4 Provide the updated logs to MGNWC on weekly basis.

C.2.4 Review and process monthly Pay Estimates submitted by the Contractor for accuracy and completeness

C.2.7 Maintain master files for each individual construction contract.

D.3.1 Compile and transmit all Warranties/Guaranties and O&M Manuals to MGNWC.

D.3.3 Audit all documentation for compliance with project requirements and submit as-built drawings to MGNWC.

D.3.5 Provide final designed Operations Manual to MGNWC.

Database Manager – (\$41.58/hr) Not Qualified for Premium Time

A.1.3 Set up and maintain database Registers for RFIs, Shop Drawings and Submittals.

Schedule Manager – (\$84.20/hr) Not Qualified for Premium Time

A.2.1 Review Contractor submitted Project Schedules with MGNWC and provide recommendation of approval status to MGNWC.

A.2.3 Monitor weekly progress schedules submitted by the Contractor and provide independent analysis of progress.

A.2.5 Provide analysis of updated Master Schedule.

Surveyor – (\$36.56/hr - \$37.60/hr) Not Qualified for Premium Time

A.5.1 Conduct as-built survey of the installed water main, valves, vaults, connections, structural features, parking facilities and other appurtenances as required to provide an accurate picture of the completed facilities. Points will be named according to the Village of Niles' typical naming system to be provided by the Village.

A.5.2 Provide collected survey data to Design Engineers to allow for completion of as-built plans.

A.5.3 Spot verification of contractor layout for compliance with Drawings and Specifications.

QA Technician – (\$36.00/hr) Qualified for Premium Time

A.4.3 Provide and coordinate Quality Assurance testing and inspection of the Contractors' Quality Control Program of installed materials including Portland cement concrete, hot mix asphalt, backfill compaction and soils analysis.

A.4.3.1 PCC QA will be conducted per Check Sheet #25 of Illinois Department of Transportation 2018 Recurring Special Provisions.

A.4.3.2 HMA QA will be conducted per Art. 1030 of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation on April 1, 2016.

Public Communications – (\$25.00/hr - \$70.00/hr) Not Qualified for Premium Time

A.1.6 Perform Public Relation duties including:

E.1.1 Establish key messaging.

E.1.2 Strategic communications council.

E.1.3 Coordinate one (1) FAQ document.

E.2.1 Meetings and phone calls as needed.

E.3.1 Attend a total of one (1) meeting.



E.3.2 Conduct verbal intake of existing communication strategies.

E.4.1 One letter (1) that will be sent by each municipality to the homeowners impacted by the project.

E.4.2 One (1) brochure with detailed information about the lead pipe process, contact information to set up a meeting to discuss the issue and reference to the website for more information.

E.4.3 One (1) door-hanger designed as a leave-behind at households where resident engineers are unable to connect with homeowners.

E.4.4 One (1) phone script that discusses the pipe replacement process for instances where the resident engineer is unable to connect with the homeowner.

E.4.5 One (1) certified letter will be sent from each municipality as final notice.

E.4.6 One (1) flyer that explains parking/water restrictions. This will be a template flyer and the resident engineer can fill in the appropriate time/date/contact information as needed.

E.5.1 Draft content and image for one (1) half-page newsletter article with three (3) iterations.

E.6.1 Conduct audit of existing website.

E.6.2 Develop renovation strategy.

E.7.1 Develop content and design for one (1) postcard with three (3) iterations.

E.7.2 Coordinate the delivery of the postcards with the USPSE.

E.8.1 Develop and design ten (10) general exhibit boards with up to five (5) info-graphics.

E.8.2 Develop and design five (5) Skokie-specific exhibit boards with up to three (3) info-graphics.

E.9.1 Develop and print meeting signage, check-in lists and name badges.

E.9.2 Two (2) Morreale team members will conduct two (2) site inspections.

E.10.1 Develop one (1) presentation or one (1) worksheet.

E.10.2 Attend (1) meeting and conduct one (1) training. E.11.1 Team conference calls and meetings.

E.11.2 Administration and invoicing.

E.12.1 Develop one (1) notification letter for elected officials and leaders.

E.13.1 Develop one (1) press release.

E.14.1 Develop one (1) general project fact sheet with up to three (3) info-graphics.

Project Manager – (\$70.00/hr - \$75.00/hr) Not Qualified for Premium Time

C.2.15 Provide Project Management services from the member firms to assist in mitigating unforeseen construction conflicts as they arise in the field.

A.1.20 Assist the Program Manager in managing the level of field resources required throughout the life of the Program.

Senior Resident Engineer – (\$44.75/hr - \$56.32/hr) Not Qualified for Premium Time

C.2.16 Provide Senior Resident Engineer services to perform as a conduit between the contracts managed to ensure conformity in decisions and specification application for each contract.

Resident Engineer – (\$43.27/hr - \$70.00/hr) Not Qualified for Premium Time

B.1.1 Conduct a constructability review of bid documents and provide recommendations of any proposed improvements.



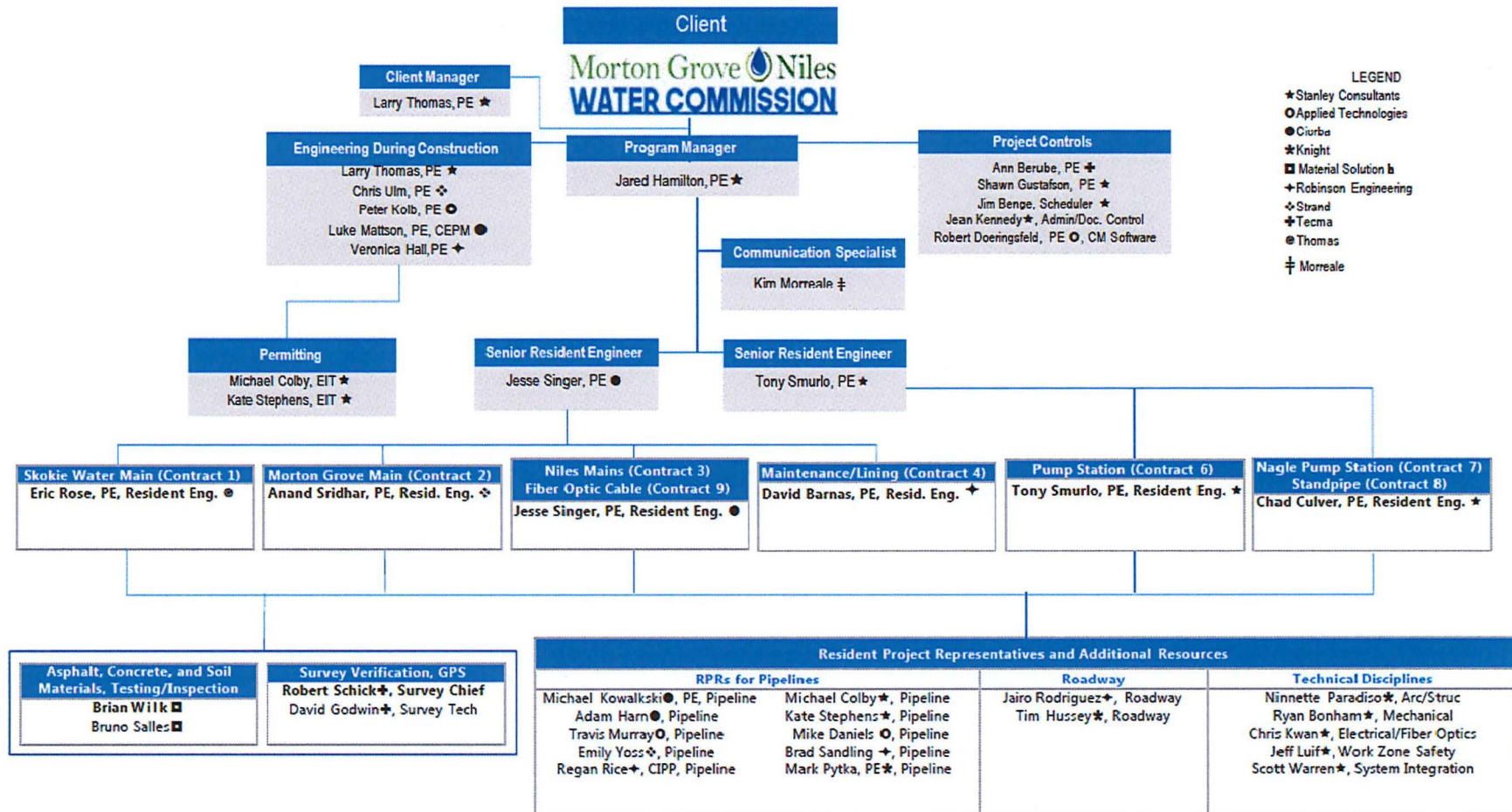
- B.1.2 Review existing site conditions and determine if they are accurately represented by bid documents.
- B.1.3 Record existing conditions through photographs prior to the Contractor commencing work.
- B.2.1 Distribute applicable IDOT construction checklists to each Inspector in order to achieve conformance with project inspection procedures.
- B.2.2 Distribute HMA/PCC Daily Paving Records to be utilized for pavement reconstruction.
- C.1.2 Resident Engineers will ensure that Submittals, Shop Drawings and RFIs are properly logged, and are being review by the appropriate party in a timely manner so as not to cause delay to the Contractor. Submittals, Shop Drawings and RFIs will be logged and tracked through the Newforma Project Cloud.
- C.1.3 Provide a general conformance check that provided information is complete.
- C.2.1 Complete diary entries daily according to standard industry practice for each contract.
- C.2.2 Compile daily diary entries into Weekly Reports for distribution.
- C.2.5 Track and log quantity overages and balance as needed.
- C.2.6 Monitor and log holdbacks due to insufficient documentation for processing payment.
- C.2.8 Inspect and provide reports for Traffic Control and Protection Inspection. Complete a minimum of four daytime inspections per month for each contract and two nighttime inspections per month for contracts with overnight lane closures.
- C.2.9 Inspect and provide reports for Erosion Control Inspection a minimum of weekly or after 0.5" of rainfall for each construction contract.
- C.2.10 Inspect incorporated materials for compliance with Project Documents and verify that no incorporated materials are paid for without proper documentation.
- C.2.17 Coordinate the replacement of service lines with Residents.
- C.3.1 Attend weekly Progress Meetings for each construction contracts.
- C.3.2 Coordinate any other required contract meetings such as Contract Materials Meetings, Pre-Pour Meetings or Utility Coordination Meetings.
- C.3.3 Prepare and issue meeting agendas.
- C.3.4 Take meeting minutes for all project meetings with specific attention to any scope, schedule, cost and outstanding issues discussed.
- C.3.5 Resident Engineers will attend Public Meetings pertaining to their construction contract.
- D.1.1 Compile and distribute preliminary and final punch lists for resolution and oversee completion.
- D.3.2 Coordinate agreement to final quantities with the Contractors.
- D.3.6 Provide hand drawn red-lined as-built drawings identifying changes in the horizontal direction to design team for incorporation to electronic as-built drawing sets.
- D.3.7 Provide QA review of electronic as-built drawings assuring that hand drawn mark -ups are reflected accurately.

Resident Project Representative – (\$27.98/hr - \$56.25/hr) Qualified for Premium Time  
Dependent on Company Policy

- C.2.3 Measure, compute and track quantities installed for verification of Contractor submitted Pay Estimates through the use of Inspectors Daily Reports.
- C.2.11 Witness and document all pipeline testing and cleaning per contract specifications.
- C.2.12 Inspect work performed by the Contractor for compliance with Project Documents.
- D.3.6 Provide hand drawn red-lined as-built drawings identifying changes in the horizontal direction to design team for incorporation to electronic as-built drawing sets.



## Organizational Chart: Our Assignments and Communication



- LEGEND**
- ★ Stanley Consultants
  - Applied Technologies
  - Ciurba
  - ★ Knight
  - Material Solution Inc
  - ✦ Robinson Engineering
  - ✦ Strand
  - ✦ Tecma
  - Thomas
  - ‡ Morreale



## Scope of Work

The scope of work for the Phase III Construction Engineering Services for the Water Transmission Facilities Project (Construction Contracts #1-9) includes but is not limited to: water main installation and backfilling, watermain lining, structure construction, pump station construction, standpipe erection, piling, pavement reconstruction or resurfacing, pavement patching, curb and gutter and sidewalk reconstruction, fiber optic installation, landscaping and pavement markings.

### A. Program Management and Administration

The intent of this work is to provide overall management, administration, and assistance to the project.

#### A.1 Program Management:

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

- A.1.1.1 Applied Technologies, Inc.
- A.1.1.2 Ciorba Group, Inc.
- A.1.1.3 Material Solutions Laboratory
- A.1.1.4 Morreale Communications
- A.1.1.5 Robinson Engineering, LTD
- A.1.1.6 Strand Associates, Inc.
- A.1.1.7 Tecma Associates, Inc.
- A.1.1.8 Thomas Engineering Group, LLC
- A.1.1.9 Knight E/A, Inc.

A.1.2 Provide a single point of responsibility and coordination between each of the construction contracts including the distribution and resolution of RFIs, Shop Drawings and Submittals.

A.1.3 Set up and maintain database Registers for RFIs, Shop Drawings and Submittals.

A.1.4 Set up uniform electronic and paper filing system for each construction contract.

A.1.5 Conduct weekly Progress Meetings with MGNWC, Contract Teams and the Contractors for each contract.

A.1.6 Review and process Contractor submitted Pay Requests to MGNWC and IEPA for payment.

A.1.7 Promptly resolve Design Issues with the Contractor and Design Engineers in a manner that is consistent with the Project Documents.

A.1.8 Track Utility relocations and conflicts while managing the resolution of said conflicts.

A.1.9 Conduct field investigations of apparent construction conflicts.

A.1.10 Meet with Residents and Business Owners in the field to discuss and address concerns.

A.1.11 Attend Public Meetings about the project.

A.1.12 Verify that progress in the field generally conforms with the Contractor's updated Progress Schedules.



- A.1.13 Review and provide analysis of Contractor proposed changes to construction staging.
- A.1.14 Review program MOT for general conformity between construction contracts.
- A.1.15 Review program Erosion Control Measures for general conformity between construction contracts.
- A.1.16 Manage and direct all Project Controls activities.
- A.1.17 Collect and review Contractor's certified payrolls.
- A.1.18 Process all MGNWC approved Change Orders for payment.
- A.1.19 Manage the level of field resources required throughout the life of the Program.
- A.1.20 Produce professional project specific correspondence on behalf of the Program Team and MGNWC.
- A.1.21 Track design changes and distribute to the Team.
- A.1.22 Maintain photo file of project including pre-construction, construction and post-construction photographs.

A.2 Project Schedule Analysis:

- A.2.1 Review Contractor submitted Project Schedules with MGNWC and provide recommendation of approval status to MGNWC.
- A.2.2 Prepare and maintain master schedule of all Contractor submitted schedules.
- A.2.3 Monitor weekly progress schedules submitted by the Contractor and provide independent analysis of progress.
- A.2.4 Update the Master Schedule weekly based for independent analysis.
- A.2.5 Provide analysis of updated Master Schedule.
- A.2.6 Track the issuing of IDOT permits for each construction contract.

A.3 Project Cost Control:

- A.3.1 Provide analysis and recommendation of proposed change orders for all construction contracts.
- A.3.2 Assemble documentation and provide technical analysis concerning the validity of construction claims for all construction contracts.
- A.3.3 Responsible for final resolution of issues elevated beyond the Resident Engineer level.

A.4 Quality Control and Quality Assurance:

- A.4.1 Conduct quarterly auditing in 2018 of the internal quality and documentation procedures against Illinois Department of Transportation common documentation procedures of each of the 9 construction contracts teams and file audit report with project files.
- A.4.3 Provide and coordinate Quality Assurance testing and inspection of the Contractors' Quality Control Program of installed materials including Portland cement concrete, hot mix asphalt, backfill compaction and soils analysis.
  - A.4.3.1 PCC QA will be conducted per Check Sheet #25 of Illinois Department of Transportation 2018 Recurring Special Provisions.



A.4.3.2 HMA QA will be conducted per Art. 1030 of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation on April 1, 2016.

**A.5 Survey Confirmation:**

A.5.1 Conduct as-built survey of the installed water main, valves, vaults, connections, structural features, parking facilities and other appurtenances as required to provide an accurate picture of the completed facilities. Points will be named according to the Village of Niles' typical naming system to be provided by the Village.

A.5.2 Provide collected survey data to Design Engineers to allow for completion of as-built plans.

A.5.3 Spot verification of contractor layout for compliance with Drawings and Specifications.

**A.6 Invoicing:**

A.6.1 Review each of the nine sub-consultant invoices for accuracy and completeness on a monthly basis.

A.6.2 Compile, analyze and produce progress charts with each invoice showing Actual Burn Rate vs. Proposed Burn Rate.

**B. Pre-Construction Phase**

The intent of this section is to compile information and prepare each construction team for the upcoming construction contract.

**B.1 Plan, Specification and Site Review:**

B.1.1 Conduct a constructability review of bid documents and provide recommendations of any proposed improvements.

B.1.2 Review existing site conditions and determine if they are accurately represented by bid documents.

B.1.3 Record existing conditions through photographs prior to the Contractor commencing work.

**B.2 Review Supplemental Documentation:**

B.2.1 Distribute applicable IDOT construction checklists to each Inspector in order to achieve conformance with project inspection procedures.

B.2.2 Distribute HMA/PCC Daily Paving Records to be utilized for pavement reconstruction.

**B.3 Training:**

B.3.1 Full-Time Team members will attend a one-day training session that will cover proper inspection techniques of water main installation, general construction safety, public outreach and other topics as may be requested by the Commission.

**B.4 Field Office and File Setup**





B.4.1 Provide office space for meetings, staff of the project and contract documents. Setup and engage all parties on the construction management software (Newforma Project Cloud and ProjectWise), login, testing and use with tablets. These items will be a direct cost to the contract.

### **C. Construction Phase**

This section provides the scope of work each construction team during contract construction.

#### **C.1 Submittals, Shop Drawings and RFIs:**

C.1.1 Construction Teams will be familiar with all Submittals, Shop Drawings and RFIs for their construction contract.

C.1.2 Resident Engineers will ensure that Submittals, Shop Drawings and RFIs are properly logged, and are being review by the appropriate party in a timely manner so as not to cause delay to the Contractor. Submittals, Shop Drawings and RFIs will be logged and tracked through the Newforma Project Cloud.

C.1.3 Provide a general conformance check that provided information is complete.

C.1.4 Provide the updated logs to MGNWC on weekly basis.

#### **C.2 Reports and Inspection:**

C.2.1 Complete diary entries daily according to standard industry practice for each contract.

C.2.2 Compile daily diary entries into Weekly Reports for distribution.

C.2.3 Measure, compute and track quantities installed for verification of Contractor submitted Pay Estimates through the use of Inspectors Daily Reports.

C.2.4 Review and process monthly Pay Estimates submitted by the Contractor for accuracy and completeness.

C.2.5 Track and log quantity overages and balance as needed.

C.2.6 Monitor and log holdbacks due to insufficient documentation for processing payment.

C.2.7 Maintain master files for each individual construction contract.

C.2.8 Inspect and provide reports for Traffic Control and Protection Inspection. Complete a minimum of four daytime inspections per month for each contract and two nighttime inspections per month for contracts with overnight lane closures.

C.2.9 Inspect and provide reports for Erosion Control Inspection a minimum of weekly or after 0.5" of rainfall for each construction contract.

C.2.10 Inspect incorporated materials for compliance with Project Documents and verify that no incorporated materials are paid for without proper documentation.

C.2.11 Witness and document all pipeline testing and cleaning per contract specifications.

C.2.12 Inspect work performed by the Contractor for compliance with Project Documents.



C.2.13 PCC/HMA Quality Assurance Reporting will be completed and submitted once Quality Control reports are received and reviewed. All completed reports will be stored with the individual contract documentation.

C.2.14 Quality Assurance Testers will meet or exceed the minimum requirements as detailed in Art. 1030 of the Standard Specifications for Road and Bridge Construction adopted on April 1, 2016 and according to Check Sheet #25 of the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2018. Copies of Tester Certifications will be kept on file in the field office.

C.2.15 Provide Project Management services from the member firms to assist in mitigating unforeseen construction conflicts as they arise in the field.

C.2.16 Provide Senior Resident Engineer services to perform as a conduit between the contracts managed to ensure conformity in decisions and specification application for each contract.

C.2.17 Coordinate the replacement of service lines with Residents.

### C.3 Meetings:

C.3.1 Attend weekly Progress Meetings for each construction contracts.

C.3.2 Coordinate any other required contract meetings such as Contract Materials Meetings, Pre-Pour Meetings or Utility Coordination Meetings.

C.3.3 Prepare and issue meeting agendas and minutes for all project meetings.

C.3.4 Take meeting minutes for all project meetings with specific attention to any scope, schedule, cost and outstanding issues discussed.

C.3.5 Type meeting minutes for distribution.

C.3.6 Resident Engineers will attend Public Meetings pertaining to their construction contract.

## **D. Post Construction Phase**

This section provides the scope of work each construction team after contract substantial completion and during contract closeout.

### D.1 Punchlist and Testing:

D.1.1 Compile and distribute preliminary and final punch lists for resolution and oversee completion.

### D.2 Commissioning:

#### D.2.1 Equipment Startup

D.2.1.1 Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or Contract Documents. The appropriate engineer(s) will perform this work for major equipment: HVAC units, low-voltage variable frequency drives, natural gas engine generators, communication systems including radio telemetry, electronic safety and security systems, process integration systems, bridge cranes, centrifugal water pumps and hypochlorination equipment.

D.2.1.2 Providing direction in utilization of equipment or systems such as testing, adjusting and



balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

D.2.2 Control System Startup

D.2.2.1 provide email, teleconference and on-site support periodically during construction, commissioning and startup phases. Onsite support will be limited to verification of intended design and coordination with the MGNWC/Contractor.

D.2.2.2 Verification of instrumentation components, mechanical/electrical installation of instruments, and loop checks once contractor has reached mechanical completion.

D.2.2.3 Instrumentation and control system (I&C) engineers will witness factory acceptance testing of the control panels.

D.2.2.4 Stanley Consultants instrumentation and control system (I&C) engineers will conduct up to 7 meetings including a kick-off meeting with the Villages of Niles and Morton Grove and the City Evanston to coordinate the installation of the SCADA, security and communications equipment.

D.2.3 Provide training to MGNWC for operating and maintaining installed equipment.

D.3 Documentation Closeout: This section is covered by 160 hours for the Program Manager, 240 hours for the Resident Engineers on Contracts #1-3, 200 hours for the Resident Engineer on Contract #4, 144 hours for the Resident Engineers on Contracts #6-8, and 52 hours for the Resident Engineer on Contract 9.

D.3.1 Compile and transmit all Warranties/Guaranties and O&M Manuals to MGNWC.

D.3.2 Coordinate agreement to final quantities with the Contractors.

D.3.3 Audit all documentation for compliance with project requirements and submit as-built drawings to MGNWC.

D.3.4 Deliver final documentation to MGNWC.

D.3.5 Provide final designed Operations Manual to MGNWC.

D.3.6 Provide hand drawn red-lined as-built drawings identifying changes in the horizontal direction to design team for incorporation to electronic as-built drawing sets.

D.3.7 Provide QA review of electronic as-built drawings assuring that hand drawn mark -ups are reflected accurately.

## **E. Public Outreach**

This section provides the scope of work that will be completed by our Public Outreach Consultant Morreale Communications.

E.1 Key Messaging and Strategic Communications: Morreale Communications (Morreale) will work with the MGNWC to develop key messaging that will serve as staples for communication points throughout the project. The messaging will be used by project staff and municipal leaders and that core messaging will be incorporated into



newsletter content, fact sheets and website updates. Additionally, Morreale will coordinate the development of a Frequently Asked Questions (FAQ) document to be discriminated at the open houses. Our team is seasoned in crisis communications and will be available to advise project leadership on best practices and responsive communications.

Key Deliverables

- E.1.1 Establish key messaging
- E.1.2 Strategic communications council
- E.1.3 Coordinate one (1) FAQ document

E.2 Reactive Communications: Morreale will be available to advise the MGNWC and leadership on strategies to mitigate conflict and redirect the dialogue surrounding this project.

Key Deliverables

- E.2.1 Meetings and phone calls as needed.

E.3 Client Meetings: To establish a communications strategy that ensures positive and fruitful coordination and communication across all collateral, Morreale is budgeted for one meeting with municipalities. This can be an initial meeting with all four municipalities represented and that can be broken up over the duration of the project. These will serve as critical coordination meetings to ensure that we are developing a framework that represents each communities' individual needs. At this meeting, we will conduct a verbal intake of each municipalities' communications tools and channels to obtain a better understanding of how each community interacts with its stakeholders. We will also discuss the different needs and challenges of each community to develop appropriate key messaging that resonate with each municipality.

Key Deliverables

- E.3.1 Attend a total of one (1) meeting
- E.3.2 Conduct verbal intake of existing communication strategies

E.4 Homeowners Toolkit: Communication with residents along the corridor that will be directly impacted by this improvement project will be among the most important components. Education about opting in/out of having lead pipes replaced in their homes, parking restrictions and water cut off are all scenarios that require thoughtful communication and supporting collateral materials that are informative and easy to understand.

Morreale will develop an information kit that will be used to communicate the purpose of the project, benefits of replacing these pipes (value added to homeowner), steps to opt in/out and next steps under each scenario. Regardless of whether the homeowner decides to have their pipes replaced inside their home there should be communication about how and when the pipe lines leading into their home will be replaced. Above all else, the message of safety as it relates to led piping will be front and center. Morreale will prepare the materials and resident engineers will conduct the outreach.

Key Deliverables



- E.4.1 One letter (1) that will be sent by each municipality to the homeowners impacted by the project
- E.4.2 One (1) brochure with detailed information about the lead pipe process, contact information to set up a meeting to discuss the issue and reference to the website for more information
- E.4.3 One (1) door-hanger designed as a leave-behind at households where resident engineers are unable to connect with homeowners
- E.4.4 One (1) phone script that discusses the pipe replacement process for instances where the resident engineer is unable to connect with the homeowner
- E.4.5 One (1) certified letter will be sent from each municipality as final notice
- E.4.6 One (1) flyer that explains parking/water restrictions. This will be a template flyer and the resident engineer can fill in the appropriate time/date/contact information as needed.

E.5 Newsletter: Morreale will develop content and a graphic/image for one half-page newsletter article that can be incorporated in the Morton Grove, Niles and Skokie newsletters. This article will announce the project and provide links to additional project resources.

Key Deliverables

- E.5.1 Draft content and image for one (1) half-page newsletter article with three (3) iterations

E.6 Website: Morreale will review MGNWC's existing website (<http://mg-n-wc.org>) and develop a strategy to renovate the website to be more user-friendly, informative and interactive. The strategy might include incorporating key messaging, condensing the text to be concise and informative, creating visually-appealing info-graphics, developing a separate tab for each community, e-newsletter sign-up, developing a FAQ and comment feature for visitors to submit additional questions and concerns directly to their representative. The comments should be submitted to residents' respective resident engineers for timely and accurate responses. Upon contract commencement, Morreale will develop content specific to the two open houses and will send to the webmaster for immediate implementation. Morreale will develop the strategy and submit recommendations to the MGNWC for implementation.

Key Deliverables

- E.6.1 Conduct audit of existing website
- E.6.2 Develop renovation strategy

E.7 Special Postcard Notification: Morreale will develop three iterations of a postcard for Morton Grove, Niles and Skokie to inform their residents and stakeholders about the project and open houses. The postcards will have similar branding. Our team will coordinate the content development and design of the postcards. We will reach out to the Morton Grove, Niles and Skokie post offices to coordinate delivery.

Key Deliverables

- E.7.1 Develop content and design for one (1) postcard with three (3) iterations
- E.7.2 Coordinate the delivery of the postcards with the USPS



E.8 Exhibit Boards: Morreale will coordinate the content and design of up to ten general (10) exhibit boards for the open houses. The exhibits will be designed to be easy to understand, visually appealing and interactive. Our team will develop up to five (5) info-graphics to be placed on these boards. The proposed construction route map will be displayed on these boards. In addition, up to five (5) exhibit boards specific to the lead pipes process in Skokie will be developed for the open house. This includes up to three (3) info-graphics.

Key Deliverables

E.8.1 Develop and design ten (10) general exhibit boards with up to five (5) info-graphics

E.8.2 Develop and design five (5) Skokie-specific exhibit boards with up to three (3) info-graphics

E.9 Signage: Morreale will develop and print all meeting signage, check-in list, and name badges. To accomplish these tasks, Morreale will conduct one site inspection of each open house venue.

Key Deliverables

E.9.1 Develop and print meeting signage, check-in lists and name badges

E.9.2 Two (2) Morreale team members will conduct two (2) site inspections

E.10 Communications Strategies Training: Morreale will facilitate one up to an hour-long training before constructions begins for the project's resident engineers on ways to effectively communicate project information, such as construction notices and service interruption, to residents and stakeholders and the tools for mitigating concerns and conflicts with stakeholders at the onset. Morreale will develop the tools necessary to facilitate this training such as a presentation or worksheet.

Key Deliverables

E.10.1 Develop one (1) presentation or one (1) worksheet

E.10.2 Attend (1) meeting and conduct one (1) training

E.11 Project Management: Included in this scope of work is labor hours dedicated to project management which includes participating on team conference calls, in person meetings and invoicing. Additionally, hours reserved for deliverable review and approval process are included.

Key Deliverables

E.11.1 Team conference calls and meetings

E.11.2 Administration and invoicing

E.12 Elected Official Notification: Morreale will develop one letter on behalf of the MGNWC targeted to elected officials including Mayors, Trustees, Aldermen, state and federal legislators, Cook County Commissioners and leaders from MWRD and IEPA that provides information about the project and informs them of the open houses. Our team will develop this letter and handoff to the MGNWC for dissemination.

Key Deliverables

E.12.1 Develop one (1) notification letter for elected officials and leaders



E.13 Press Release: Morreale will develop one press release on behalf of the MGNWC that announces the project and includes information about the open houses. Our team will handoff the press release to the MGNWC to pitch to local news organizations.

Key Deliverables

E.13.1 Develop one (1) press release

E.14 Fact Sheet: We will develop a one general project fact sheet using strong graphics to demonstrate the project need, purpose and benefits. This project fact sheet will be printed and made available at both open houses and can be disseminated by Resident Engineers when engaging with stakeholders.

Key Deliverables

E.14.1 Develop one (1) general project fact sheet with up to three (3) info-graphics

E.15 Contingency: As a provision for unforeseen events or circumstances, a contingency cost is included in this project. This cost will require approval by the Morton Grove Niles Water Commission prior to use.



### **Public Outreach**

Our project approach includes a high level of attention to Stakeholder and public coordination and communication. Even though our team reached out to property owners during the design stage, we believe it is important to speak with the businesses and residents again prior to construction. Our team will provide construction plans and provide information regarding schedules, activities and impacts.

We recommend prior to the start of construction “open house” meetings be scheduled at various locations along the transmission system route to allow an opportunity for the public to ask questions and express concerns. During construction, we will coordinate business and private access during restrictions and closures, neighborhood cut-through traffic concerns and communicate the construction schedule and progress. Our outreach efforts will include extensive personal contact with businesses and resident and utilization of our communications specialist, Morreales.

### **Construction Management Software**

Because there are multiple contracts associated with this program, active management of documentation and communications will be essential to complete tasks in a timely manner and reduce administrative costs. use cloud based, web-hosted construction collaboration software that is leased on a project by project basis. The software will aid in mitigating risks as it saves time and manages and categorizes documentation. The program can automate work flows related to required construction documents including shop drawings; RFI responses; daily reports; erosion control inspections; and pay requests.

Additionally, it provides a simple and effective platform for overall communication and documentation between the Commission, the contractors, and the engineers.

### **Tablet Computers**

Stanley Team members, including REs and RPRs, will utilize tablet computers for maintaining job site plan sets, preparing and filing daily logs, monitoring quantities, filing RFIs, and taking photographs. Information will then be uploaded, distributed, and filed using the CMS software. The tablets and software will be a direct cost to the contract and will become the property of MGNWC at the conclusion of the project.

### **Civil 3D Record Construction Drawings**

Civil 3D record construction drawings can be provided. We envision the final as-built information consisting of PDFs, and Auto Cad 3D civil drawings with the plan, profile and 3D (pipe network system) information contained within the dwg. files.





## **Cost Proposal Assumptions**

### Contracts #1-3

- Contractors will have two pipeline crews per contract working five 10-hour days Monday – Friday (50 hours/wk.) and no Saturdays/Sundays. Holidays have not been removed to account for any unforeseen negligible work production increases. Resident Engineer and two Pipeline Inspectors will reflect the same hours.
- Each contract will have separate service line replacement, pipe jacking, HMA paving, PCC paving, flatwork and landscaping crews that will be working five 10-hour days Monday – Friday (50 hours/wk.) and no Saturdays/Sundays. Holidays have not been removed to account for any unforeseen negligible work production increases.
- Each contract will have 75% of the pavement reconstruction completed in 2018 with remaining restoration work occurring in 2019.
- Contractors will meet all milestones set forth in the contract while working the hours stated above.
- Resident Engineers will need 240 hours for document closeout.

### Contract #4

- Contractor will one to two crews working 40-45 hours/wk. Monday – Friday and no Saturdays/Sundays. Holidays have not been removed to account for any unforeseen negligible work production increases. Resident Engineer will reflect the same hours with part-time inspection help as needed.
- Start date will be September 1, 2018 and will continue through July 31, 2019 with a two-month winter shutdown.
- Resident Engineer will need 200 hours for document closeout.

### Contract #6-8

- Contractors will work at each contract 40 hours/wk. Monday – Friday and no Saturdays/Sundays. Holidays have not been removed to account for any unforeseen negligible work production increases. Two Resident Engineers and one full-time Inspector will reflect the same hours during 2018 and reduce to part-time during 2019.
- Contractors will meet all milestones set forth in the contract while working the hours stated above.
- Resident Engineers will need 144 hours for document closeout.

### Contract #9

- Contractor will have one crew working 40 hours/wk. Monday – Friday and no Saturdays/Sundays. Holidays have not been removed to account for any unforeseen negligible work production increases. Part-time Resident Engineer and Electrical Inspection services will be provided as needed.
- Contractors will meet all milestones set forth in the contract while working the hours stated above.
- Resident Engineer will need 52 hours for document closeout.



### General

- Shop Drawings will be reviewed and approved by Engineering During Construction (EDC) Team.
- RFIs will be answered by EDC Team with assistance from Program Management Team.
- Direct Costs are an estimate for planning purposes and will change once the office is secured.
- Program Manager will need 160 hours to oversee document closeout.



Project Man Hours

Shared Services

	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019	2019	2019	2019	Total Hrs
weeks	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	4	4	
SCI	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	Closeout		
Program Manager	8	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	80	160	3208
Scheduler		80	32	32	40	32	32	40	32	32	40	32	16	16	16	16	16	8				512
Admin	8	20	16	16	20	16	16	20	16	16	20	16	8	10	8	8	8					242
Invoicing		20	20	20	20	20	20	20	20	20	20	20	8	8	8	8	8	8	8	8	8	284
<b>Thomas</b>																						
Project Controls	8	80	64	64	80	64	64	80	64	64	80	64	24									800
Project Controls	8	200	160	160	200	160	160	200	160	160	200	160	32	40	32	32	40	32	32			2168
Premium Time																						0
<b>ATI</b>																						
Database Manager		60	12	12	15	12	12	15	12	12	10	4	4	5	4	4	5	4	4			206
<b>Tecma</b>																						
Chief Scheduler	8	40	32	32	40	32	32	40	32	32	40	32	16									408
Surveyor	8	80	160	160	200	160	160	200	160	160	200	160	64	80	64	64	80	64				2224
Surveyor	8	80	160	160	200	160	160	200	160	160	200	160										1808
Premium Time																						0
<b>MSL</b>																						
Technician		160	200	160	200	160	180	250	180	180	200	160	16	16	64	64	80	64	16			2350
Technician				160	200	160	160	200	160	160	200	160										1560
Premium Time							20	50	20	20												110
<b>Morreales</b>																						
Principal	30	44	8	8	8	8	8	3	2	2	2											123
Comm Specialist I	5	6	1	1	1	1	1	1	1	1	1											20
Comm Specialist II	40	50	2	1	2	2	2	1	2													100
Comm Specialist III	75	140	32	3	6	3	4	2	4	1	1											271
Comm Specialist IV	20		3	1	3	1	2															30
Project Associate	25	101	19	1	2	1	2	1	2		2											156
Admin	3	3	2	2	2	2	2	2	2	2	2	2	2	2								30









### Contract 4

	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019	2019	2019	Total Hrs
weeks	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4		
SCI	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	Closeout	
Premium Time																					0
Ciorba Sr Resident Engineer								4	4	4	4	4	4	4	4	4	4	4			44
Premium Time																					0
Thomas																					0
Premium Time																					0
Robinson Resident Engineer RPR - Pipeline								40	200	200	220	160	160	200	180	200	220	160	160	200	2300
Premium Time								40	40	50		152			20	40	20				152
																					210



**Contract 6**

	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019	2019	2019	2019	2019	2019	2019	Total Hrs	
<i>weeks</i>	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4		
SCI	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN	JUN		
Sr Resident Engineer	8	75	60	60	150	120	120	150	120	120	150	120	64	80	64	64	80	64	64	64	80	64	64	64	64	64	64	64	64	64	64	64	64	1813	
RPR Facilites	8	100	80	80	100	80	80	100	80	80	100	80																						968	
RPR Electrical		10	8	8	10	8	8	10	8	8	12																						90		
Premium Time																																		0	
	Original Substantial Completion Dec. 3rd												Original Final Completion July 1st																						
<b>Knight</b>																																			
RPR - Arch/Struc		10	8	8	20	16	16	20	16	16	40	16	16																					202	
Premium Time																																		0	
<b>ATI</b>																																			
RPR - Direct Boring						100	100																												200
Premium Time																																		0	









## **Fee Schedule**

MGNWC Construction Engineering Services for the Water Transmission Facilities Project

	Shared Services	Expenses	Contract 1	Contract 2	Contract 3	Contract 4	Contract 6	Contract 7/8	Contract 9	Totals
DL	\$861,478.66		\$537,154.78	\$425,223.05	\$428,491.92	\$89,419.20	\$155,178.02	\$215,084.56	\$18,953.48	\$2,730,983.67
OH	\$1,165,286.98		\$789,134.23	\$672,168.11	\$675,152.93	\$154,503.06	\$226,845.12	\$313,418.20	\$29,328.14	\$4,025,836.76
DC	\$127,615.00	\$145,398.00	\$92,382.50	\$82,850.05	\$72,079.45	\$21,487.20	\$6,621.75	\$6,656.63	\$3,965.00	\$559,055.58
FF	\$315,519.47	\$21,082.71	\$208,433.43	\$173,292.98	\$172,654.62	\$38,938.17	\$57,141.04	\$78,689.67	\$7,671.95	\$1,073,424.04
CPFF	\$2,469,900.12	\$166,480.71	\$1,627,104.94	\$1,353,534.19	\$1,348,378.92	\$304,347.63	\$445,785.93	\$613,849.05	\$59,918.56	<b>\$8,389,300.04</b>

MGNWC Construction Engineering Services for the Water Transmission Facilities Project

	Stanley	Thomas	Ciorba	Strand	ATI	Robinson	Knight	Tecma	MSL	Morrales	Total
DL	\$716,874.58	\$432,388.92	\$268,224.25	\$253,749.96	\$222,296.40	\$269,367.58	\$208,729.28	\$184,455.84	\$144,443.50	\$30,453.36	\$2,730,983.67
OH	\$1,075,352.99	\$605,344.49	\$430,553.57	\$384,608.81	\$342,692.13	\$466,167.53	\$308,021.80	\$133,361.57	\$231,008.49	\$48,725.38	\$4,025,836.76
DC	\$199,119.38	\$23,660.00	\$41,730.00	\$40,365.00	\$54,975.00	\$71,019.20	\$26,572.00	\$32,760.00	\$62,855.00	\$6,000.00	\$559,055.58
FF	\$292,383.45	\$156,096.42	\$108,734.87	\$99,702.73	\$91,022.87	\$118,317.42	\$79,841.15	\$51,769.84	\$64,287.56	\$11,267.74	\$1,073,424.04
CPFF	\$2,283,730.39	\$1,217,489.83	\$849,242.69	\$778,426.50	\$710,986.40	\$924,871.73	\$623,164.23	\$402,347.25	\$502,594.55	\$96,446.48	\$8,389,300.04
	27.221942	14.51241247	10.12292662	9.278801552	8.474919154	11.02442069	7.428083662	4.795957331	5.990899731	1.149636784	

**Shared Services**

	2018																				2019		Total Hrs	Hrly Rate	DL (Hrs*Rate)
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	Closeout					
Hamilton	8	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	80	160	3208	\$76.05	243968.4	
Benge	80	32	32	40	32	32	40	32	32	40	32	16	16	16	16	16	16	16	8			512	\$52.28	26767.36	
Kennedy	8	20	16	16	20	16	16	20	16	16	20	16	8	10	8	8	8					242	\$26.40	6388.8	
Gustafson	20	20	20	20	20	20	20	20	20	20	20	20	8	8	8	8	8	8	8	8	8	284	\$69.34	19692.56	
Vehicle Days	25	20	20	25	20	20	25	20	20	25	20	20	25	20	20	25	20	20	20	20	10	400	\$65.00	26000	

Overhead Rates	%
SCI	1.5617
Thomas	1.4
Tecma	0.723
Clorba	1.6052
Strand	1.5157
ATI	1.5416
Knight	1.4757
REI	1.7306
MSL	1.5993
Morreales	1.6

\$296,817.12	SCI DL
\$463,539.30	SCI OH
\$26,000.00	SCI DC
\$115,528.03	SCI FF

Thomas																						Total Hrs	Hrly Rate	DL (Hrs*Rate)	
Sargent	Project Controls	8	80	64	64	80	64	64	80	64	64	80	64	24									800	\$70.06	56048
Klien	Project Controls	8	200	160	160	200	160	160	200	160	200	160	32	40	32	32	40	32	32				2168	\$53.24	115424.32
	Vehicle Days																						0	\$65.00	0
	Premium Time																						0		0

\$171,472.32	Thomas DL
\$240,061.25	Thomas OH
\$0.00	Thomas DC
\$60,542.59	Thomas FF

ATI																						Total Hrs	Hrly Rate	DL (Hrs*Rate)	
Doeringsfeld	Database Manager		60	12	12	15	12	12	15	12	12	10	4	4	5	4	4	5	4	4			206	\$41.82	8614.92

\$8,614.92	ATI DL
\$13,280.76	ATI OH
\$0.00	ATI DC
\$3,218.59	ATI FF

Tecma																						Total Hrs	Hrly Rate	DL (Hrs*Rate)	
Berube	Chief Scheduler	8	40	32	32	40	32	32	40	32	32	40	32	16									408	\$83.60	34108.8
Schick	Surveyor	8	80	160	160	200	160	160	200	160	160	200	160	64	80	64	64	80	64				2224	\$36.71	81643.04
Godwin	Surveyor	8	80	160	160	200	160	160	200	160	160	200	160										1808	\$38.00	68704
	Vehicle Days	20	40	40	50	40	40	50	40	40	50	40	8	10	8	10	10	8					504	\$65.00	32760
	Premium Time																						0	\$37.60	0

\$184,455.84	Tecma DL
\$133,361.57	Tecma OH
\$32,760.00	Tecma DC
\$51,769.84	Tecma FF

MSL																						Total Hrs	Hrly Rate	DL (Hrs*Rate)	
Wilk	Technician		160	200	160	200	160	180	250	180	180	200	160	16	16	64	64	80	64	16			2350	\$36.97	86879.5
Salles	Technician				160	200	160	160	200	160	160	200	160										1560	\$36.90	57564
	Vehicle Days	20	25	40	50	40	40	50	40	40	50	40	2	2	8	8	10	8	2				475	\$65.00	30875
	Premium Time																						110	\$18.00	1980
	Lab Expenses																								30,000

\$144,443.50	MSL DL
\$231,008.49	MSL OH
\$62,855.00	MSL DC
\$64,287.56	MSL FF

Morreales																						Total Hrs	Hrly Rate	DL (Hrs*Rate)	
Principal		30	44	8	8	8	8	8	3	2	2	2											123	\$70.00	8610
Comm Specialist I		5	6	1	1	1	1	1	1	1	1	1											20	\$42.06	841.2
Comm Specialist II		40	50	2	1	2		2	1	2													100	\$39.66	3966
Comm Specialist III		75	140	32	3	6	3	4	2	4	1	1											271	\$42.06	11398.26
Comm Specialist IV		20		3	1	3	1	2															30	\$32.93	987.9
Project Associate		25	101	19	1	2	1	2	1	2		2											156	\$25.00	3900
Admin		3	3	2	2	2	2	2	2	2	2	2	2	2	2								30	\$25.00	750

\$30,453.36	MOR DL
\$48,725.38	MOR OH
\$6,000.00	MOR DC
\$11,267.74	MOR FF

Totals	DL	OH	DC	FF	CPFF
	\$836,257.06	\$1,129,976.74	\$127,615.00	\$306,614.36	\$2,400,463.16

**Direct Costs**

<u>Item</u>	<u>Price</u>	<u>Period</u>	<u>Total</u>
<u>Office</u>			
Rent - 2,000 sq ft	\$4,250.00	month	\$76,500.00
Cable modem and DSL line for internet	\$400.00	month	\$7,200.00
Rented Furniture	\$3,000.00	year	\$4,500.00
Color copier/printer	\$1,000.00	month	\$18,000.00
Office Supplies	\$400.00	month	\$7,200.00
<b>Subtotal</b>			<b>\$113,400.00</b>
<u>Software &amp; Devices</u>			
Newforma Software	26,000.00	contract	26,000.00
mifi	38.00	month	3,648.00
<b>Subtotal</b>			<b>29,648.00</b>
<u>Travel for System Integration</u>			
Hotel (10 days)	\$150	day	\$1,500
Per Diem (10 Days)	\$85	day	\$850
<b>Subtotal</b>			<b>2,350.00</b>
<b>Total</b>			<b>\$145,398.00</b>

	SCI DL
	SCI OH
\$145,398.00	SCI DC
\$21,082.71	SCI FF















**Contract # 9**

	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2019	2019	2019
weeks	4	5	4	4	5	4	4	5	4	4	5	4	4	5	4		
SCI	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	Closeout	Closeout	Closeout	
RPR Electrical					24	20	20	24	20	20	24						
Vehicle Days					5	4	4	5	4	4	5						
Premium Time																	

Total Hrs	152	Hrly Rate	\$48.49	DL (Hrs*Rate)	7370.48
	31		65		2015
	0				0

\$7,370.48	SCI DL
\$10,735.10	SCI OH
\$2,015.00	SCI DC
\$2,954.89	SCI FF

	20	16	16	20	16	16	20	16	16	20	16	16	20	16	16
SCI	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	Feb	Mar
Sr Resident Engineer															
Vehicle Days	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Premium Time															

Total Hrs	260	Hrly Rate	\$44.55	DL (Hrs*Rate)	11583
	30		65		1950
	0				0

\$11,583.00	Ciorba DL
\$18,593.03	Ciorba OH
\$1,950.00	Ciorba DC
\$4,717.06	Ciorba FF

Overhead Rates	%
SCI	1.4565
Thomas	1.4
Tecma	0.723
Ciorba	1.6052
Strand	1.5157
ATI	1.5416
Knight	1.4757
REI	1.7306

Totals	
DL	\$18,953.48
OH	\$29,328.14
DC	\$3,965.00
FF	\$7,671.95
CPFF	\$59,918.56

MGNWC CONSTRUCTION ENGINEERING SERVICES FOR THE WATER TRANSMISSION FACILITIES PROJECT

Escalations used for estimating purposes for cost proposal and are not a guarantee of actual rates at date of raise.

Stanley Consultants, Inc.

Employee	Rate Escalation (3% Annually on April 1st)		
	2017-2018	2018-2019	2019-2020
Jared Hamilton	\$73.56	\$75.77	\$78.04
Jean Kennedy	\$25.72	\$26.49	\$27.29
Jim Benge	\$50.96	\$52.49	\$54.06
Shawn Gustafson	\$67.31	\$69.33	\$71.41
Michael Colby	\$28.61	\$29.47	\$30.35
Kate Stevens	\$31.63	\$32.58	\$33.56
Tony Smurlo	\$54.42	\$56.05	\$57.73
Ryan Bonham	\$33.37	\$34.37	\$35.40
Chris Kwon	\$48.49	\$49.94	\$51.44
Scott Warren	\$47.12	\$48.53	\$49.99
Chad Culver	\$61.49	\$63.33	\$65.23

Knight E/A, Inc.

Employee	Rate Escalation (3% Annually on July 1st)		
	2017-2018	2018-2019	2019-2020
Eugene Joynt	\$70.00	\$72.10	\$74.26
Timothy Hussey	\$56.25	\$57.94	\$59.68
Mark Pytko	\$46.63	\$48.03	\$49.47

Thomas Engineering Group, LLC

Employee	Rate Escalation (3% Annually on January 1st)		
	2018	2019	2020
Gregory Benske	\$84.66	\$87.20	\$89.82
Keith Sargent	\$70.00	\$72.10	\$74.26
Eric Rose	\$70.00	\$70.00	\$72.10
Jeff Klein	\$53.06	\$54.65	\$56.29

Tecma Associates, Inc.

Employee	Rate Escalation (3% Annually on January 1st)		
	2018	2019	2020
Ann Berube	\$83.50	\$86.01	\$88.59
David Godwin	\$38.00	\$39.14	\$40.31
Robert Schick	\$36.50	\$37.60	\$38.72
Darshita Patel	\$30.00	\$30.90	\$31.83

Applied Technologies, Inc

Employee	Rate Escalation (4% Annually on January 1st)		
	2018	2019	2020
Peter Kolb	\$73.20	\$76.13	\$79.17
Bob Doeringsfeld	\$41.58	\$43.24	\$44.97
Michael Daniels	\$40.00	\$41.60	\$43.26
Travis Murray	\$40.00	\$41.60	\$43.26

Ciorba Group, Inc.

Employee	Rate Escalation (3.5% Annually on January 1st)		
	2018	2019	2020
Jesse Singer	\$44.00	\$45.54	\$47.13
Michael Kowalski	\$40.00	\$41.40	\$42.85
Duane O'Laughlin	\$75.00	\$75.00	\$75.00

Robinson Engineering

Employee	Rate Escalation (3% Annually on January 1st)		
	2018	2019	2020
Regan Rice	\$36.00	\$37.08	\$38.19
Bob Sandling	\$36.00	\$37.08	\$38.19
David Barnas	\$35.10	\$36.15	\$37.24
Aaron Fundich	\$69.62	\$71.71	\$73.86



Morreale Communications

Classification	Rate Escalation (3% Annually on April 1st)		
	2017-2018	2018-2019	2019-2020
Principal	\$70.00	\$72.10	\$74.26
Communications Specialist I	\$42.06	\$43.32	\$44.62
Communications Specialist II	\$39.66	\$40.85	\$42.08
Communications Specialist III	\$42.06	\$43.32	\$44.62
Communications Specialist IV	\$32.93	\$33.92	\$34.94
Project Associate	\$25.00	\$25.75	\$26.52
Admin	\$25.00	\$25.75	\$26.52

Material Solutions Laboratory

Employee	Rate Escalation (3.25% Annually on March 1st)		
	2017-2018	2018-2019	2019-2020
Brian Wilk	\$35.74	\$36.90	\$38.10
Bruno Salles	\$35.74	\$36.90	\$38.10

Strand Associates

Employee	Rate Escalation (6.0% Annually on March 1st)		
	2017-2018	2018-2019	2019-2020
Chris Ulm	\$66.66	\$70.66	\$74.90
Anand Sridhar	\$43.72	\$46.34	\$49.12
Emily Yoss	\$37.69	\$39.95	\$42.35
Admin	\$29.72	\$31.50	\$33.39



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 11, 2017

Ms. Beryl E. Herman  
Village Clerk  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712

Subject: Village: Lincolnwood  
Section: 12-00059-00-BR  
Project: CMM-4003(025)  
Job: C-91-435-12  
Construction Engineering Agreement  
Consultant: Stanley Consultants Inc  
\$351,283.90 (corrected amount)

Dear Ms. Herman:

The department approved the subject agreement on June 23, 2017.  
A copy is enclosed. The village may authorize the consultant to proceed with the engineering work.

The corrected amount is based on the following:

Proposed payroll is increased by \$1,254.38 due to current rates escalated 1.015% for the duration of the project being higher. As a result of the above adjustment and to limiting rate to 156.17% for FYE 04/01/2017, proposed overhead is reduced by \$11,110.08. Proposed profit is increased by \$724.08. Service by others cost for Interra, Inc. is reduced by \$487.49 due to not allowing profit on lab testing.

Please contact Debbie Jarvis (Debbie.Jarvis@illinois.gov) if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Gregory S. Lupton".

Gregory S. Lupton, P.E.  
Local Project Implementation Engineer

Enclosure

cc: Barry Bass, Village President  
Anthony Quigley Attn: Christopher Holt - District 1  
Roxy Heck (Attn: Project Control)  
Stanley Consultants, Inc



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 4, 2018

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Gerald Heimsoth  
CIORBA GROUP, INC.  
5507 N. Cumberland Avenue  
Suite 402  
Chicago, IL 60656

Dear Gerald Heimsoth,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$14,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 175.34% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Priscilla A. Tobias, P.E.  
Director of Program Development  
Assistant Chief Engineer

## SEFC PREQUALIFICATIONS FOR CIORBA GROUP, INC.

CATEGORY	STATUS
Special Services - Electrical Engineering	X
Special Services - Mechanical	X
Special Studies - Pump Stations	X
Highways - Freeways	X
Highways - Roads and Streets	X
Special Services - Construction Inspection	X
Structures - Highway: Complex	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Structures - Railroad	X
Structures - Highway: Advanced Typical	X
Special Studies - Traffic Studies	X
Special Studies - Lighting: Typical	X
Special Studies - Location Drainage	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Waterways: Typical	X
Special Studies - Traffic Signals	X
Special Studies - Safety	X
Location Design Studies - Rehabilitation	X
Location Design Studies - New Construction/Major Reconstruction	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Feasibility	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 17, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Thomas Gill  
THOMAS ENGINEERING GROUP, LLC  
238 South Kenilworth Avenue  
Suite 100  
Oak Park, IL 60302

Dear Thomas Gill,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$16,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 112.20% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

## SEFC PREQUALIFICATIONS FOR THOMAS ENGINEERING GROUP, LLC

CATEGORY	STATUS
Hydraulic Reports - Pump Stations	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Feasibility	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Highways - Freeways	X
Location Design Studies - Rehabilitation	X
Special Services - Sanitary	X
Special Studies - Safety	X
Highways - Roads and Streets	X
Special Services - Construction Inspection	X
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Special Studies - Traffic Studies	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Location Drainage	X
Special Studies - Traffic Signals	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 11, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Darcie Gabrisko  
STRAND ASSOC., INC.  
1170 Houbolt Road  
Joliet, IL 60431

Dear Darcie Gabrisko,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$88,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 151.57% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

# Charles A. Konkol

Certified Public Accountant

3501 South 120<sup>th</sup> Street  
Greenfield, WI 53228

Charles A. Konkol CPA, M.S. Taxation

Telephone: (414) 543-2337  
Fax: (414) 543-5771  
E-mail: KONKOL@UWM.EDU  
Mobile: (414) 559-1691

March 8, 2016

Board of Directors  
Applied Technologies, Inc.  
16815 West Wisconsin Avenue  
Brookfield, WI 53005

Gentlemen:

We have compiled the accompanying schedule of overhead rate of Applied Technologies, Inc. as of December 31, 2015.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and accordingly, do not express an opinion or any other form of assurance on them.

Respectfully submitted,



Charles A. Konkol CPA



<b>APPLIED TECHNOLOGIES, INC.</b> Schedule of Overhead rate For the Year Ended December 31, 2015
--

		Costs per	Direct per	% of direct
		<u>Financials</u>	<u>Financials</u>	<u>Direct</u> <u>labor</u>
<b>TOTAL WAGES - DIRECT</b>		<u>\$ 1,208,764</u>		<u>\$ 1,208,764</u>
				<u>Indirect</u> <u>Costs</u>
<b>REIMBURSABLE COSTS</b>				
61000	Outside Services	\$ 430,052		
61100	Design Build Expense	77		
62001	Air Transportation	7,126		
62002	Auto Transportation	5,722		
62003	Meals	8,357		
62004	Lodging	11,306		
62005	Auto Mileage Reimbursement	3,158		
62013	Auto Mileage Reimbursement	-		
62014	Auto Mileage Reimbursement	-		
62015	Auto Mileage Reimbursement	2,912		
62501	Telephone/Fax	415		
62502	Postage/Freight	2,082		
62801	Printing/Repro	3,175		
62802	Computer Services	15,859		
63101	Client Supplies	307		
63102	Licenses & Permits	3,963		
63103	Miscellaneous	5,304		
	<b>Total reimbursable costs</b>	499,815	(499,815) (c)	\$ -
65000	Non Reimbursable Expense	990	(990) (c)	-
<b>TOTAL</b>		<u>\$ 500,805</u>	<u>\$ (500,805)</u>	<u>\$ -</u>
<b>INDIRECT WAGES</b>				
70100	Administrative	360,081		\$ 360,081
70200	General Business Devel.	226,519		\$ 226,519
70300	Proposal Business Devel.	111,553		\$ 111,553
70400	Professional Society	9,410		\$ 9,410
70500	Education/Training	30,988		\$ 30,988
70700	Vacation	141,870		\$ 141,870
70800	Sick Leave	30,167		\$ 30,167
70900	Holiday	62,283		\$ 62,283
	<b>BENEFITS</b>			\$ -
71000	Bonus/Comp. Time	115,671	(a)	\$ 115,671
71100	Labor Variance	(25,602)		\$ (25,602)
71300	Health Insurance	179,884		\$ 179,884
71400	Life Insurance	11,369	(2,819) (f)	\$ 8,550

71500	Disability Insurance	15,290		\$	15,290
71600	401K Admin Exp	449		\$	449
71700	Functions/Supplies	5,492		\$	5,492
71800	Miscellaneous Benefits	1,757		\$	1,757
71900	401K Employer Contribute	56,106		\$	56,106
<b>OPERATING EXPENSES</b>				\$	-
72700	Bad Debt Expense	10,143		\$	10,143
72900	Bank Charges	882		\$	882
73001	Computer Hardware	2,890		\$	2,890
73002	Computer Software	13,439		\$	13,439
73003	Computer Supplies	2,537		\$	2,537
73004	Computer Support	27,399		\$	27,399
73100	Contributions	402	(402) (h)	\$	-
73200	Copy Machine Lease	29,979		\$	29,979
73300	Depreciation	7,154		\$	7,154
73400	Education/Tuition Expense	4,184		\$	4,184
73500	Equipment Rental	431		\$	431
73700	Insurance - Business	8,709		\$	8,709
73800	Ins - Workers Comp	7,391		\$	7,391
73900	Ins - Prof Liability	11,558		\$	11,558
74100	Professional Services	21,955		\$	21,955
74101	Accounting	27,565		\$	27,565
74300	Library	405		\$	405
74400	Meals	3,769		\$	3,769
74405	Membership Dues	9,939		\$	9,939
74500	Miscellaneous	5,988		\$	5,988
74700	Office Supplies	9,180		\$	9,180
74900	Payroll Taxes	159,690		\$	159,690
74905	Postage/Freight	4,996		\$	4,996
74907	Printing/Reproduction	4,445		\$	4,445
74908	Professional Licenses	5,305		\$	5,305
75000	Recruiting	129		\$	129
75100	Rent	134,488		\$	134,488
75300	Repairs & Maint	17,359		\$	17,359
75403	Telephone	15,973		\$	15,973
75405	Travel/Lodging	17,665		\$	17,665
75500	Utilities	17,816		\$	17,816
75600	Lake Villa Office	41,606		\$	41,606
<b>BUSINESS DEVELOPMENT</b>				\$	-
79101	Air Transportation	3,324		\$	3,324
79102	Auto Transportation	14,643		\$	14,643
79103	Meals	10,785		\$	10,785
79104	Lodging	5,522		\$	5,522
80302	Miscellaneous	2,224		\$	2,224
80303	Entertainment	6,850	(6,850) (b)	\$	-
80304	Advertising	3,292	(3,292) (d)	\$	-

80305	Promotional Items	10,174	(10,174) (d)	\$	-
80400	Exhibit Registrations	10,237	(10,237) (d)	\$	-
80500	Conference/Mtg Registrations	4,496		\$	4,496
		<u>\$ 2,030,205</u>		<u>\$ 1,996,431</u>	<u>165.16%</u>

**APPLIED TECHNOLOGIES, INC.**  
Schedule of Overhead Rate  
For the Year Ended December 31, 2015

**NOTE 1 - Explanation of Codes**

- (a) Allowable per National Compensation Matrix-2016
- (b) Entertainment not allowed
- (c) Miscellaneous direct costs
- (d) Advertising related not allowed
- (e) Facilities capital cost of money allowable
- (f) Officers life insurance premiums
- (g) Gains/losses on asset sales are adjustments to depreciation expense
- (h) Contributions not allowable
- (i) Christmas party not allowable

**NOTE 2 -** Auto mileage costs which were charged directly to projects are excluded from indirect costs in the computation of the indirect cost rate. This was done so that auto mileage costs can be charged directly to projects.



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 2, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Christopher King  
ROBINSON ENGINEERING, LTD.  
17000 South Park Avenue  
South Holland, IL 60473

Dear Christopher King,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Mar 31, 2016. Your firm's total annual transportation fee capacity will be \$32,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 173.06% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until March 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

**SEFC PREQUALIFICATIONS FOR ROBINSON ENGINEERING, LTD.**

<b>CATEGORY</b>	<b>STATUS</b>
Special Studies - Pump Stations	X
Special Services - Construction Inspection	X
Special Studies - Lighting: Typical	A
Structures - Highway: Simple	X
Special Services - Mechanical	X
Special Studies - Traffic Studies	X
Special Studies - Feasibility	X
Structures - Highway: Typical	A
Special Studies - Traffic Signals	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Hydraulic Reports - Waterways: Typical	X
Highways - Roads and Streets	X
Location Design Studies - Rehabilitation	X
Special Studies - Safety	X
Special Services - Sanitary	A
Special Studies - Location Drainage	X
Special Services - Electrical Engineering	X
Special Services - Surveying	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 18, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Kevin Lentz  
KNIGHT E/A, INC.  
221 N. LaSalle St., Suite 300  
Chicago, IL 60601

Dear Kevin Lentz,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$52,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 147.57% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Priscilla A. Tobias, P.E.  
Director of Program Development  
Assistant Chief Engineer

**SEFC PREQUALIFICATIONS FOR KNIGHT E/A, INC.**

<b>CATEGORY</b>	<b>STATUS</b>
Structures - Highway: Complex	X
Special Services - Surveying	X
Location Design Studies - Rehabilitation	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Lighting: Typical	X
Highways - Freeways	X
Special Studies - Safety	X
Hydraulic Reports - Waterways: Typical	X
Special Services - Mechanical	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Special Services - Construction Inspection	X
Highways - Roads and Streets	X
Location Design Studies - New Construction/Major Reconstruction	X
Airports - Planning & Special Services	A
Special Services - Landscape Architecture	X
Special Studies - Traffic Signals	X
Special Studies - Feasibility	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Structures - Highway: Simple	X
Transportation Studies - Railway Engineering	X
Airports - Design	X
Special Services - Sanitary	X
Special Studies - Pump Stations	X
Special Studies - Location Drainage	X
Environmental Reports - Environmental Assessment	X
Transportation Studies - Mass Transit	X
Special Services - Architecture	X
Special Studies - Traffic Studies	X
Structures - Highway: Typical	X
Special Services - Electrical Engineering	X
Special Studies - Signal Coordination & Timing (SCAT)	X

Special Studies - Lighting: Complex	A
Environmental Reports - Environmental Impact Statement	X
Airports - Construction Inspection	A

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST





# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 27, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Daniel Tiltges  
MATERIAL SOLUTIONS LABORATORY CORP.  
1040 Bonaventure Drive  
Elk Grove Village, IL 60007

Dear Daniel Tiltges,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$7,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 159.93% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Priscilla A. Tobias, P.E.  
Director of Program Development  
Assistant Chief Engineer

**SEFC PREQUALIFICATIONS FOR MATERIAL SOLUTIONS LABORATORY  
CORP.**

<b>CATEGORY</b>	<b>STATUS</b>
Special Services - Quality Assurance HMA & Aggregate	X
Special Services - Quality Assurance PCC & Aggregate	X
Special Services - Construction Inspection	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 25, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Manesh Shastri  
TECMA ASSOCIATES  
5519 N. Cumberland Avenue, Suite 1010  
Chicago, IL 60656

Dear Manesh Shastri,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$7,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 72.30% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

## SEFC PREQUALIFICATIONS FOR TECMA ASSOCIATES

CATEGORY	STATUS
Special Services - Surveying	X
Highways - Roads and Streets	A
Special Services - Construction Inspection	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 20, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Kimberly Morreale  
Morreale Communications  
8600 W Bryn Mawr  
530  
Chicago, IL 60631

Dear Kimberly Morreale,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$1,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 160.00% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

## SEFC PREQUALIFICATIONS FOR Morreale Communications

CATEGORY	STATUS
----------	--------

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

**Exhibit "C"**

**Sub-consultant/Sub-contractor List**

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

Applied Technologies, Inc.  
Ciorba Group, Inc.  
Knight E/A, Inc.  
Material Solutions Laboratory  
Morreale Communications  
Robinson Engineering, LTD.  
Strand Associates, Inc.  
Tecma Associates, Inc.  
Thomas Engineering Group, LLC

**VILLAGE OF MORTON GROVE, ILLINOIS  
VILLAGE OF NILES, ILLINOIS  
CONSTRUCTION ENGINEERING SERVICES FOR THE WATER TRANSMISSION  
FACILITIES PROJECT  
GROUP EXHIBIT C – Sub-Consultant/Sub-Contractor List  
Dated January 17, 2018**

**Applied Technologies, Inc.**

**Ciorba Group, Inc.**

**Material Solutions Laboratory**

**Morreale Communications**

**Robinson Engineering, LTD**

**Strand Associates, Inc.**

**Tecma Associates, Inc.**

**Thomas Engineering Group, LLC**

**Knight E/A, Inc.**



Exhibit "D"

Insurance Requirements for the Consultant

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

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

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

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

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

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

Coverages shall include:

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

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

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

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

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

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

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

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

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

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

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

Exhibit "E"

**SERVICES CHANGE ORDER FORM**

**SERVICES CHANGE ORDER NUMBER \_\_\_\_\_**

In accordance with Section \_\_\_ of the Agreement dated \_\_\_\_\_, 2018 between the MGNWC and the Consultant, the Parties agree to the following Services Change Order:

1. **Change in Services:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

3. **Change in Completion Date:** All Services must be completed on or before: \_\_\_\_\_, 20\_\_

4. **Change in Compensation:** \_\_\_\_\_

\_\_\_\_\_

**ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.**

**MGNWC**

**CONSULTANT**

\_\_\_\_\_  
MGNWC Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Village President

\_\_\_\_\_, 20\_\_.

Date

\_\_\_\_\_  
Village President

\_\_\_\_\_, 20\_\_.

Date

**Exhibit "F"**

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

**(attached)**

Exhibit "F"

**IEPA Contract Clauses**

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

**Audit and Access to Records Clause**

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

**Covenant against Contingent Fees Clause**

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

**Certification Regarding Debarment, Suspension and Other Responsibility 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.

charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**USEPA Nondiscrimination Clause**

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

**USEPA Fair Share Percentage Clause**

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

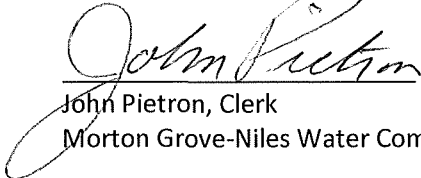
**RESOLUTION NO. 18-27  
RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND STANLEY  
CONSULTANTS, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE WATER TRANSMISSION  
MAINS AND FACILITY IMPROVEMENTS**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 26th day of February 2018, at which meeting a quorum was present. I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

AYES:             John Pietron and Steven Vinezeano  
NAYS:             None  
ABSENT:          None (Cook County Appointee not appointed yet)

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

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February 2018,

  
John Pietron, Clerk  
Morton Grove-Niles Water Commission