

Item #2:

Resolution Approving Engineering Study Lake Michigan Water

VILLAGE OF LONG GROVE
RESOLUTION NO. 2012-R-__

**A RESOLUTION APPROVING AN ENGINEERING STUDY REIMBURSEMENT AGREEMENT
WITH THE NORTHWEST WATER COMMISSION RE: LAKE MICHIGAN WATER**

WHEREAS, the majority of the Village of Long Grove currently obtains water service from private shallow wells and has experienced water quality and reliability concerns regarding the water supply for the subdivision; and

WHEREAS, the Village of Long Grove Board Of Trustees have has sought opportunities to secure water service for the Village of Long Grove ("**Long Grove**") from a more reliable and better quality water source; and

WHEREAS, the Village has conferred with The Northwest Water Commission, An Illinois Water Commission ("**NWWC**") about Lake Michigan water service for Long Grove; and

WHEREAS, NWWC has indicated its willingness to supply water service to Long Grove, and has indicated its willingness to allow connection of a water system serving Long Grove to its existing water distribution system; and

WHEREAS, the Board of Trustees of the Village of Long Grove has determined that it is in the best interest of the Village and its residents to consider connecting to the NWWC for the purpose of providing Lake Michigan Water to the Village of Long Grove;

WHEREAS, the NWWC Engineer has presented an engineering proposal for the feasibility of providing Lake Michigan Water to Long Grove for an amount not to exceed \$6,800.00, which proposal is attached hereto as Exhibit A (the "**Engineering Study Reimbursement Agreement** "); and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to approve the Engineering Study Reimbursement Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Long Grove, County of Lake, State of Illinois, as follows:

SECTION ONE. **Recitals.** The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees as if fully set forth in this Section One.

SECTION TWO. **Approval of Engineering Study Reimbursement Agreement.**
The President and the Board of Trustees hereby approve the Engineering Study Reimbursement Agreement, in substantially the form attached as Exhibit A to this Resolution.

SECTION THREE. **Authorization of Preliminary Engineering Services Agreement.** The President and Board of Trustees hereby approve the Engineering Study Reimbursement Agreement prepared by NWWC AECOM Technical Services, Inc. attached as Exhibit A to this Resolution.

SECTION FOUR. **Effective Date.** This Resolution shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 23rd day of October, 2012

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 23rd day of October, 2012.

Maria Rodriguez, Village President

ATTEST:

Karen Schultheis, Village Clerk

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EXHIBIT A

Preliminary Engineering Services Agreement

ENGINEERING STUDY REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 2012 by, between the **NORTHWEST WATER COMMISSION**, an Illinois water commission and body politic and corporate ("**Commission**"), the **VILLAGE OF LONG GROVE**, an Illinois municipal corporation, ("**LONG GROVE**") in consideration of the promises and agreements set forth below.

1. Background.

A. The Commission provides Lake Michigan water to its four member communities, the Villages of Arlington Heights, Buffalo Grove, Palatine and Wheeling, and may have limited additional capacity to provide Lake Michigan water to certain additional communities who desire to purchase such water as customers of the Commission.

B. Engineering and feasibility studies are necessary in order to determine whether the Commission may have sufficient capability to provide water to certain additional communities as well as the potential cost of providing such service to customers of the Commission.

C. LONG GROVE ("**Potential Customer**") has asked the Commission to undertake such engineering and feasibility studies to assist the Commission in determining whether the provision of water to that community would be feasible, and the Customer is interested in reimbursing the Commission the cost of such studies.

D. The Potential Customer acknowledges and agree that: (i) the decision as to whether or not the Commission is willing to enter into a water purchase and sale agreement with the Potential Customer is a matter entirely within the discretion of the Board of Commissioners of the Commission, and (ii) they are willing to enter into this agreement and pay the amounts required of them by this agreement with full knowledge that the Board of Commissioners has such discretion.

2. Engineering Study.

A. Agreement with AECOM. The Commission will retain AECOM Technical Services, Inc. ("**AECOM**") to conduct a study of the feasibility of providing Lake Michigan water to the Potential Customer at a level that will provide their anticipated maximum day demand in the year 2030 ("**Study**"). The Study will examine the feasibility of providing such a level of service at two potential points of connection to the Commission's water system.

B. Cost. The cost of the Study shall be: \$6,800.00

The amount to be paid to AECOM for the cost of the Study will not exceed \$6,800.00 without approval of the Commission and the Potential Customer; provided, however, that the Commission may direct AECOM to perform other work at the Commission's cost. The Potential Customer may not direct AECOM to perform any other work without the express written consent of the Commission.

C. Payment. The Potential Customer shall pay to the Commission within 30 days of their signing this Contract the cost of the Study (\$6,800.00) as described in Subsection B, which the Commission shall hold and use to pay AECOM upon acceptable completion of the Study.

D. Study Report. The Commission agrees to provide a copy of the report of the Study prepared by AECOM within fifteen (15) days following receipt and review of the report by the Commission's Board of Commissioners.

3. Further Discussions Between the Commission and the Potential Customer. The Parties to this Agreement acknowledge and agree that the Study is exploratory in nature only, and that any determination of whether to enter into a water purchase and sale contract between the Commission and a Potential Customer rests, as an initial matter, with the Board of Commissioners of the Commission. Nothing in this Agreement shall be used to compel the Commission to enter into such a contract with either or both of the Potential Customer.

4. Effective Date and Termination.

A. Effective Date. This Agreement shall be in full force and effect upon its execution by both parties thereto.

B. Termination. The Commission may cancel this Agreement at any time, provided it agrees to pay 50% of the costs of the Study incurred up to the date of termination.

1. Entire Agreement; Applicable Law. This Agreement constitutes the entire Agreement between the parties. This Agreement may only be amended by written instrument executed by both parties and each provision shall be deemed severable if found invalid. This Agreement shall be construed under the internal laws, but not the conflicts of laws rules, of the State of Illinois.
2. Notices. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received after the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) three (3) business days following deposit in the U.S. mail. By notice complying with the requirements of this Section 6, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

Northwest Water Commission
1525 North Wolf Road
Des Plaines, Illinois 60016
Attention: John J. DuRocher, Executive Director

Notices and communications to LONG GROVE shall be addressed to, and delivered at, the following address:

VILLAGE OF LONG GROVE
3110 RFD
Long Grove, IL 60047-9635
Attention: David Lothspeich, Village Manager

7. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NORTHWEST WATER COMMISSION

VILLAGE OF LONG GROVE

Executive Director

Village Manager

ATTEST:

ATTEST:

Executive Assistant

Village Clerk

TASK ORDER NO. 10

In accordance with Section 1.1 of the Master Contract between the Northwest Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant") for Professional Engineering Services dated as of June 2, 2010 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Study for Proposed Water Supply to Village of Long Grove

2. **Services for Consultant:**

A. Basic Services

Consultant's scope of services shall include the following:

1. Utilizing the model of the Northwest Water Commission distribution system, we will simulate a water demand for the Village of Long Grove. The demand to be utilized will be the Village's 2030 water allocation multiplied by 1.8 for a maximum day demand.
2. Consultant will determine if any improvements are required to the Northwest Water Commission system to accommodate the proposed demand (in addition to the 55 mgd contractual limit with the City of Evanston), the opinion of probable cost for these improvements will be prepared based on current conditions. This will include transmission mains as well as pumping and storage facilities. Consultant will not be reviewing the existing facilities for improvements required for general maintenance.
3. Consultant will perform a cursory review of routes to construct a transmission main to two possible connection points. This review will consist of the proposed routing, opinion of probable cost as well as pros and cons of each route. The two possible connection points are as follows:
 1. Connection Point No. 1
Illinois Route 83 and Arlington Heights Road.
 2. Connection Point No. 2
Menard's store located at the northeast corner of Illinois Route 53 and Lake-Cook Road.
4. Consultant will prepare a brief letter report outlining our findings and recommendations.

The information which the Consultant will require from the Village of Long Grove is as follows:

1. 2030 water allocation
2. Water elevation and locations of the reservoir located near Illinois Route 83 and Arlington Heights Road.

Notwithstanding anything hereunder or in the Agreement, AECOM shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that AECOM shall not be responsible for any means, methods, techniques, sequences, and safety related to construction.

B. **Additional Services:**

None.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

4. **Commencement Date:**

The date of execution of this Task Order by Owner.

5. **Completion Date:**

Sixty (60) days following the Commencement Date plus extensions, if any, authorized by a Change order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:	Due Date:
Draft copy of Study	30 Days following the Commencement Date
Final copy of Study	Two (2) weeks after review comments are received by Consultant

7. **Key Project Personnel:**

Names:	Telephone:
Michael H. Winegard	312-373-6631

8. **Contract Price:**

For providing, performing, and completing each phase of task of Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not-to-exceed amount set forth opposite each such phase of task as shown on Attachment A-1, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task order shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees engaged directly on the Project.

10. **Special Safety Requirements:**

None.

11. **Modifications to Contract:**

None.

12. **Attachments:**

Attachment A-1

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____ 2012

NORTHWEST WATER COMMISSION

By: _____
John J. DuRocher
Executive Director

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John J. DuRocher
Title: Executive Director
Address: 1525 North Wolf Road, Des Plaines, Illinois 60016
E-mail: jdurocher@northwestwater.org
Phone: 847-635-0777
Fax: 847-635-9244

AECOM TECHNICAL SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard
Title: Vice President
Address: 303 E. Wacker Drive, Suite 600, Chicago, Illinois 60601
E-mail: Mike.Winegard@aecom.com
Phone: 312-373-6631
Fax: 312-373-6868

**ATTACHMENT A-1 TO TASK NO. 10
CONTRACT PRICE SCHEDULE**

Task	Project Manager	Project Engineer	Engineer	Tech	Total Hours	Total Not to Exceed
Billing Rate	\$270	\$165	\$100	\$90		
Preparation of Study						
Total Hours	8	4	32	8	52	\$ 6,740
Other Direct Costs						
Printing, Mail						\$ 60
Total Not to Exceed Contract Price for this Task Order						\$ 6,800