

RESOLUTION 16-50

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE AND TRUE NORTH CONSULTANTS, INC. FOR ENVIRONMENTAL ENGINEERING SERVICES

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village has the authority pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of Article VIII of the State of Illinois Constitution, 1970, to use public funds for public purposes; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 *et seq.* ("*Act*"), to finance redevelopment projects in accordance with and pursuant to the Act; and

WHEREAS, in order for the Village to facilitate development on municipally-owned properties, the extent of and the costs to remediate any environmental issues on such properties needs to be fully understood and/or resolved and/or may need to be financially supported, through TIF or other public financial assistance, prior to a private developer purchasing and undertaking the redevelopment of such property, in accordance with Village approved development plans; and

WHEREAS, during the due diligence phase of the proposed acquisition and development of the 6415 Dempster Avenue, 8721 Narragansett, 8735 Narragansett, and 8720 Ferris sites by Ala Carte Entertainment, a Phase I Environmental Assessment was completed by the Ala Carte's

environmental engineer and based on their findings, a Phase II Environmental Assessment was deemed necessary to determine whether or not the site contained any environmental issues; and

WHEREAS, based on the results of the Phase I Assessment, the Village solicited proposals from two highly qualified environmental consultants to conduct a the Phase II Assessment of 6415 Dempster and 8721 Narragansett, and True North Consulting, Inc., an environmental engineering firm located at 1240 Iroquois Avenue, Naperville, IL 60563 ("True North"), provided the Village with the most cost-and-time effective proposal; and

WHEREAS, based on their qualifications and responsiveness, the Village also received and executed a proposal from True North for an environmental evaluation of development proposals for another municipally-owned development site, at Ferris and Capulina, known as Site B, in accordance with the 2008 Lehigh/Ferris Framework Plan; and

WHEREAS, in accordance with Resolution 16-05, Ciorba Group recently completed their engineering design work for the new storm sewer improvements for the area generally bounded by Dempster to the North, the river/railroad to west, Hennings Court to the south and Ferris Avenue to east, which is collectively known as Sites I and J, in accordance with the 2008 Lehigh/Ferris Framework Plan, and determined that the most cost-effective and efficient route to construct the needed storm sewer extension and to provide a direct outlet to the river, as required by the Metropolitan Water Reclamation District (MWRD), is adjacent to and through the 6415 Dempster site and adjacent to 8721 Narragansett; and

WHEREAS, based on the evaluation of the soil samples collected as part of the Phase II Environmental Assessment, it is believed that most of the contamination is located in the top level of the soil at 6415 Dempster and centrally located to the site at 8721 Narragansett, respectively; and

WHEREAS, in order to better understand and potentially reduce the costs of remediation associated with the storm sewer work, additional environmental assessment is needed on and adjacent to 6415 Dempster Street and adjacent to 8721 Narragansett, where contaminants are known to exist; and

WHEREAS, True North has provided a proposal to the Village to provide additional environmental assessments for the land adjacent to 6415 Dempster Street and adjacent to 8721 Narragansett for a cost not to exceed \$15,000; and

WHEREAS, True North has provided the Village with high quality and cost effective service and expertise on the two recent environmental assessment projects and is already familiar with the site conditions, the stormwater sewer infrastructure project and the re-development plan for the 6415 Dempster Street and 8721 Narragansett sites; and

WHEREAS, because of these recent successes with and the cost-and-time effective nature of the current proposal from True North and because time is of the essence to complete the storm sewer project before the end of 2016, it is in the best interest of the Village to authorize the Village Administrator to negotiate and execute an agreement with True North for the additional environmental work on and adjacent to 6415 Dempster Avenue and adjacent to 8721 Narragansett, in accordance with Attachment "A," True North Proposal #T16-332, dated 7/13/2016, attached herewith as attached hereto and made a part hereof; and

WHEREAS, with this current proposal, the total combined amount paid to True North in 2016 would exceed \$20,000 and, as such, in accordance with Section 1-9A-2 of the Municipal Code, Village Board approval is required to execute a service agreement for this work; and

WHEREAS sufficient funds have been budgeted for these services in the 2016 Village Budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is authorized to negotiate and execute a contractual agreement with True North Consultants, Inc. to provide additional environmental services on and adjacent to 6415 Dempster and adjacent to 8721 Narragansett, in accordance with Attachment "A" in an amount not to exceed \$15,000.00

SECTION 3: The Village Administrator and staff are hereby authorized to fully manage and implement the terms and conditions of the contract and to utilize the services of True North.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 25th day of July 2016.

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED BY ME THIS 25th DAY OF July 2016

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

ATTESTED and FILED in my office
this 26th DAY OF July 2016

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

TRUE NORTH
CONSULTANTS

1240 Iroquois Avenue Suite 206
Naperville, Illinois 60563
Phone: 630-717-2880
Fax: 630-689-5881
rladieu@consulttruenorth.com

QUOTATION

DATE:	7/20/2016
Proposal #	T16-332RI
Customer ID	VOMG
Valid Until:	9/3/2016

CLIENT

Nancy M. Radzevich, AICP
Village of Morton Grove
6101 Capulina
Morton Grove, Illinois 60053

PROJECT

Soil Management Consulting
Proposed Water Main Renovation
6415 Dempster Street
Morton Grove, Illinois 60053

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
Special Waste Plans (in accordance with 669 Standard)	1	LS	\$ 3,500.00	\$ 3,500.00
Site Inspections (assume 3 Inspections)	12	HR	\$ 100.00	\$ 1,200.00
Soil Boring Locate/Utility Clearance	2	HR	\$ 90.00	\$ 180.00
Sampling Labor (est.)	9	HR	\$ 90.00	\$ 810.00
Sampling Equipment, Field Supplies, Vehicle	1	DAY	\$ 300.00	\$ 300.00
Environmental Drilling Contractor (non-Union, PW)	1	LS	\$ 2,550.00	\$ 2,550.00
Soil Characterization Analytical				
Discrete Soil RCRA Metals	14	EA	\$ 85.00	\$ 1,190.00
Discrete Soil VOCs	4	EA	\$ 125.00	\$ 500.00
Discrete Soil BETX	8	EA	\$ 80.00	\$ 640.00
Discrete Soil PNAs	14	EA	\$ 110.00	\$ 1,540.00
Discrete Soil pH	5	EA	\$ 15.00	\$ 75.00
TCLP RCRA Metals (if necessary)	2	EA	\$ 85.00	\$ 170.00
Waste Characterization Analysis (if necessary)	1	EA	\$ 1,500.00	TBD
Waste Profile/Manifest Consulting (if necessary)	2	HR	\$ 125.00	TBD
LPC #663 Certification	1	LS	\$ 750.00	\$ 750.00
Project Management; Correspondences, Meetings (est.)	2	HR	\$ 125.00	\$ 250.00
4 Day Rush Analysis Surcharge			25%	
3 Day Rush Analysis Surcharge			50%	

Subtotal \$ 13,655.00

Comments: The above costs assume True North will retain an environmental drilling contractor to advance up to nine soil borings for assessment of soils in the along the proposed water main renovation excavation area. Drilling rates are based on the use of a non-union drilling contractor paid prevailing wages. True North will PID screen all sampled soils to identify potential soil management issues. Two samples shall be collected from the each boring, one from identified fill and one from native soil. True North has assumed the above analytical for CCDD disposal based on our preliminary regulatory and historical review of project area and a review of the January 2016 Phase I ESA prepared by EPI. The above analytical costs assume a standard turn-around-time of 5-7 days. The analyses can be expedited based on the above provided analytical surcharges. The above costs do not include soil delineation sampling. In the event that contaminated soil are identified during assessment activities, True North shall prepare a Site Contamination Operation Plan, Site Health and Safety Plan, and Site Contamination Erosion Control Plan in accordance the IDOT 669 Standard and with the work activities performed by the selected contractor. The plans shall be prepared and submitted to the selected contractor prior to initiation of excavation activities. True North shall perform three site inspections that verify that the contractor is in conformance with all plan requirements.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work.
 - Payment will be due upon receipt of invoicing.
 - Please fax, mail, or e-mail the signed price quote to the address above.
- Client: Acceptance (sign below):

X _____
Print Name:

Other	\$ -
TOTAL Due	\$ 13,655.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630-387-6063.
Ryan LaDieu, P.E.

Thank You For Your Business!

SCHEDULE OF TERMS & CONDITIONS

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen (14)

calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim

SCHEDULE OF TERMS & CONDITIONS

against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and Client assumes full responsibility for such changes unless Client has given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTIONS

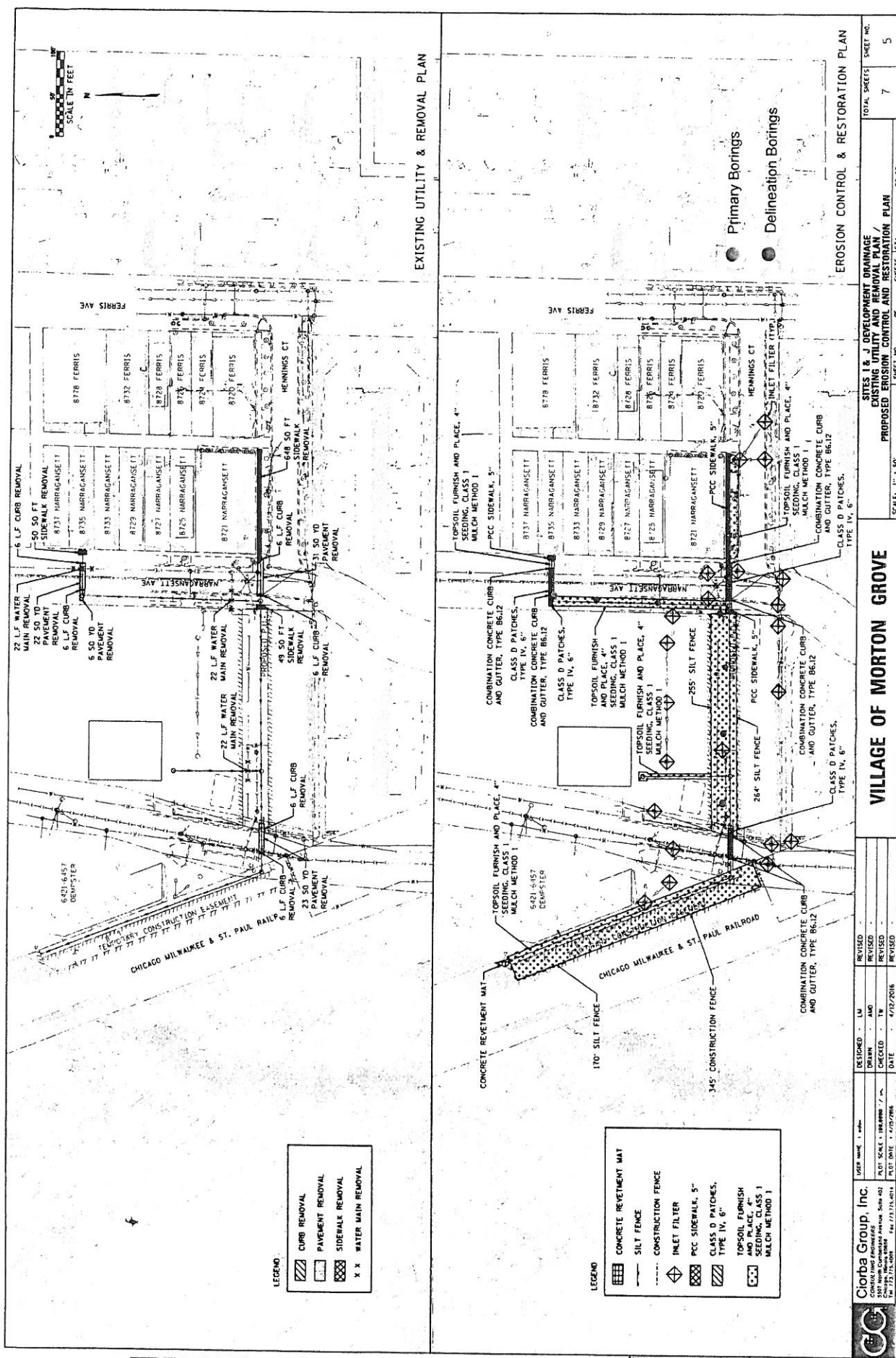
Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: January 19, 2015



LEGEND

- CURB REMOVAL
- PAVEMENT REMOVAL
- SIDEWALK REMOVAL
- X X WATER MAIN REMOVAL

LEGEND

- CONCRETE RETENTION MAT
- SILT FENCE
- CONSTRUCTION FENCE
- INLET FILTER
- PCC SIDEWALK, 5"
- CLASS D PATCHES, TYPE IV, 6"
- TOPSOIL FURNISH AND PLACE, 4"
- SEEDING, CLASS 1 MULCH METHOD 1

PROF. L.C.

DATE: 11/11/2016

BY: [Signature]

DESIGNED - LM

CHECKED - TW

DATE - 4/12/2016

USER NAME - [Name]

PLOT SCALE - 1"=40'00"

PLOT DATE - 4/12/2016

CLORBA GROUP, INC.

200 North Lincoln Avenue, Suite 402

Chicago, IL 60610

TEL: 773.775.0000 FAX: 773.775.0014

EXISTING UTILITY & REMOVAL PLAN

EROSION CONTROL & RESTORATION PLAN

SITE 1 & 2 DEVELOPMENT DRAINAGE EXISTING UTILITY AND REMOVAL PLAN / PROPOSED EROSION CONTROL AND RESTORATION PLAN

VILLAGE OF MORTON GROVE

SCALE: 1" = 50'

SHEET NO. 5

TOTAL SHEETS 7

TO STA. 10+51.4

Legislative Summary

Resolution 16-51

AUTHORIZING THE PURCHASE OF GASOLINE AND DIESEL FUEL

Introduced:	July 25, 2016
Purpose:	To authorize the purchase of gasoline and diesel fuel from Gas Depot Oil Company of Morton Grove, Illinois through the Suburban Purchasing Cooperative for the period of July 6, 2016 through July 5, 2017 with the option to extend the contract for three additional one year periods under the same terms and conditions as the original contract.
Background:	The Northwest Municipal Conference through its Suburban Purchasing Cooperative (SPC) routinely solicits bids for the purchase of fuel and other supplies. A bid opening was held on June 3, 2016, in the Conference's offices for the purchase of gasoline and diesel fuel with the low bidder being Gas Depot Oil Company of Morton Grove, Illinois. The Northwest Municipal Conference staff performed reference checks and found Gas Depot Oil Company to be a viable operation.
Programs, Departments or Groups Affected	Public Works and Finance Departments
Fiscal Impact:	Funds have been approved for the calendar year 2016 in the amount of \$289,300. Accounted for in account numbers 405033-561110, 023014-554130, 024015-554169, and 025027-561110.
Source of Funds:	General Fund and Enterprise Fund
Workload Impact:	The implementation of this program is done as part of the normal operations of the Public Works and Finance Departments.
Admin Recommendation:	Approval as presented.
Second Reading:	Not required.
Special Considerations or Requirements:	The contract is from July 6, 2016 through July 5, 2017 which commits to a purchase in 2017.

Respectfully Submitted by: 
Ralph E. Czerwinski, Village Administrator

Prepared by: 
Andy DeMonte, Public Works Director

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

Reviewed by: 
Hanna Sullivan, Finance Director

RESOLUTION 16-51

AUTHORIZING THE PURCHASE OF GASOLINE AND DIESEL FUEL

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, Village Departments routinely fuel Village owned vehicles at the re-fueling station located at the Public Works Facility, 7840 Nagle; and

WHEREAS, in order to reduce the cost of purchasing gasoline and diesel fuel, the Village participates in the joint purchasing program offered by the Northwest Municipal Conference in which gasoline and diesel fuel is competitively bid for multiple communities; and

WHEREAS, the Northwest Municipal Conference solicited bids from five vendors who received bid packets, and subsequently held a bid opening on June 3, 2016, at the NWMC offices located at 1600 East Golf Road, Des Plaines Illinois; and

WHEREAS, the low bidder for the 2016 Joint Purchasing Program for the purchase of gasoline and diesel fuel is the Gas Depot Oil Company located at 8930 Waukegan Road, Morton Grove, Illinois, with the Northwest Municipal Conference staff performing reference checks which were found to be positive; and

WHEREAS, the Village Board approved the 2016 budget on December 14, 2015, as Ordinance 15-26, which included account numbers 025027-561110, 405033-561110, 023014-554130 and 024015-554169 for the purchase of gasoline and diesel fuel for use in Village owned vehicles in the amount of \$289,300.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: Only those vendors listed and described on the bid documents and contract for the purchase of gasoline and diesel fuel are approved in connection with this Resolution, and are eligible for payment utilizing General and Enterprise Funds.

SECTION 3: The Director of Public Works is authorized to purchase gasoline and diesel fuel through Gas Depot Oil Company for use in Village owned vehicles.

SECTION 4: This Resolution shall be in full force and effect from and upon its passage and approval.

PASSED THIS 25th DAY OF JULY 2016.

Trustee Gear

Trustee Minx

Trustee Pietron

Trustee Ramos

Trustee Thill

Trustee Witko

APPROVED BY ME THIS 25th DAY OF JULY 2016.

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

ATTESTED and FILED in my office
this 26th day of JULY 2016.

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois



REQUEST FOR PROPOSALS (RFP) #159

Selection of a Vendor to Provide

**Gasoline (87, 89, & 92 Octane), Diesel Fuel,
Ethanol 75 & 85 and B2 Bio Diesel Fuel**

Post Opening Addendum #1

June 3, 2016

Initial Release Date: April 29, 2016

RFP #159
Selection of a Vendor to Provide
Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B2 Bio Diesel Fuel

Post Opening Addendum #1
June 3, 2016

As part of the post opening negotiation process among the top responsive, responsible bidders, the SPC is giving your firm an opportunity to present your final, best offer prices in response to RFP #159. **Please continue to use OPIS Low Chicago published price per gallon dated May 16, 2016** plus or minus the bidder's profit/overhead ("contractor mark-up"). You will also note two additional items to be priced, #17 B20 Bio Diesel Fuel Deliveries <6,000 gallons and #18 B20 Bio Diesel Fuel Deliveries >6,000 gallons . Best price bids must be included for all items, with the exception of "No bid quote as needed" allowed for items 13 E75 Ethanol Deliveries <6,000 gallons and 14 E75 Ethanol Deliveries >6,000 gallons

Please return an original of the attached pricing sheet, signed and dated by 10:00 a.m. Friday, June 10.

SPC RFP #159 Fuel Opening May 23, 2016

Item	Est. Quantity Unit	Black Dog			Black Dog Best Offer		
		\$	UOM	Unit Price	Extended Price	\$	UOM
01 87 Octane-Deliveries <6,000 gallons							
Opte Index Low Rack		1.6465	Gal				
Profit/Overhead		0.1300	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.7765	Gal	1.7765	177,650		
02 87 Octane-Deliveries >6,000 gallons							
Opte Index Low Rack		1.6465	Gal				
Profit/Overhead		0.1300	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.7465	Gal	1.7465	174,650		
03 89 Octane-Deliveries <6,000 gallons							
Opte Index Low Rack		1.7890	Gal				
Profit/Overhead		0.1430	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.9290	Gal	1.9290	192,900		
04 89 Octane-Deliveries >6,000 gallons							
Opte Index Low Rack		1.7890	Gal				
Profit/Overhead		0.0900	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.8790	Gal	1.8790	187,900		
06 92 Octane-Deliveries <6,000 gallons							
Opte Index Low Rack		2.0475	Gal				
Profit/Overhead		0.0020	Gal				
Total Cost/gallon (Net Taxes)	100,000	2.0495	Gal	2.0495	204,950		
06 92 Octane-Deliveries >6,000 gallons							
Opte Index Low Rack		2.0475	Gal				
Profit/Overhead		0.0010	Gal				
Total Cost/gallon (Net Taxes)	100,000	2.0485	Gal	2.0485	204,850		
07 Grade #2 Diesel Fuel-Deliveries <6,000 gallons							
Opte Index Low Rack		1.4575	Gal				
Profit/Overhead		0.1430	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.5975	Gal	1.5975	159,750		
08 Grade #2 Diesel Fuel-Deliveries >6,000 gallons							
Opte Index Low Rack		1.4575	Gal				
Profit/Overhead		0.0750	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.5325	Gal	1.5325	153,250		
09 Winter Mixture, 30% & 70% Grad Deliveries <6,000 gallons							
Opte Index Low Rack		1.6310	Gal				
Profit/Overhead		0.1000	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.7310	Gal	1.7310	173,100		
10 Winter Mixture, 30% & 70% Grad Deliveries >6,000 gallons							
Opte Index Low Rack		1.6310	Gal				
Profit/Overhead		0.0500	Gal				
Total Cost/gallon (Net Taxes)	100,000	1.6810	Gal	1.6810	168,100		

Item	Est. Quantity Unit	\$	UOM	Unit Price	Extended Price	\$	UOM	Unit Price	Extended Price
11 Grade #1 Diesel Fuel-Deliveries <6,000 gallons									
Opt Index Low Rack			2.0020	Gal					
Profit/Overhead			0.0020	Gal					
Total Cost/gallon (Net Taxes)	100,000		2.0040	Gal	2.0040				200,400
12 Grade #1 Diesel Fuel-Deliveries >6,000 gallons									
Opt Index Low Rack			2.0020	Gal					
Profit/Overhead			0.0010	Gal					
Total Cost/gallon (Net Taxes)	100,000		2.0030	Gal	2.0030				200,300
13 E75 Ethanol-Deliveries <6,000 gallons									
Opt Index Low Rack									
Profit/Overhead									
Total Cost/gallon (Net Taxes)	100,000								
14 E75 Ethanol-Deliveries >6,000 gallons									
Opt Index Low Rack									
Profit/Overhead									
Total Cost/gallon (Net Taxes)	100,000								
15 E85 Ethanol-Deliveries <6,000 gallons									
Opt Index Low Rack			1.3750	Gal					
Profit/Overhead			0.0800	Gal					
Total Cost/gallon (Net Taxes)	100,000		1.4550	Gal	1.4550				145,500
16 E85 Ethanol-Deliveries >6,000 gallons									
Opt Index Low Rack			1.3750	Gal					
Profit/Overhead			0.0200	Gal					
Total Cost/gallon (Net Taxes)	100,000		1.3950	Gal	1.3950				139,500
17 B20 Bio Diesel Fuel Deliveries <6,000 gallons									
Opt Index Low Rack				Gal					
Profit/Overhead				Gal					
Total Cost/gallon (Net Taxes)	100,000			Gal					
18 B20 Bio Diesel Fuel Deliveries >6,000 gallons									
Opt Index Low Rack				Gal					
Profit/Overhead				Gal					
Total Cost/gallon (Net Taxes)	100,000			Gal					
TOTAL PRICE						2,482,800.00			

Unit and/or extended prices will include freight, shipping, handling charge



A Joint Purchasing Program For Local Government Agencies

June 21, 2016

Mr. Arnie Berg
Gas Depot Oil Company
8930 N. Waukegan Road, Suite 230
Morton Grove, IL 60053

Dear Mr. Berg

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the award of SPC Contract #159 for the 2016 Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B20 Bio Diesel Fuel to Gas Depot Oil Company, Morton Grove, IL based on your response being the lowest responsible, responsive bid and in compliance with all bid specification requirements.

With acceptance of this contract, Gas Depot Oil Company, Morton Grove, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

The duration of the contract is Contract shall be July 6, 2016 through July 5, 2017. The Suburban Purchasing Cooperative (SPC) reserves the right to extend the contract for (3) three additional (1) one year periods under the same terms and conditions of the original contract.

Gas Depot Oil Company, Morton Grove, IL will handle all billing.

Gas Depot shall remit to the NWMC Purchasing Manager on a quarterly basis, an amount equal to 0.05 % of the total dollar volume for the quarter. Contractor must furnish a report of purchases made from the contract by the 15th of the month following the end of each fiscal quarter:

Quarter 1 – May, June, July

Quarter 2 – August, September, October

Quarter 3 – November, December, January

Quarter 4 – February, March, April

This report is to be submitted to the NWMC Purchasing Manager, 1600 East Golf Road, Suite 0700, Des Plaines, Illinois 60016 and shall include the following information: ordering municipality, date of order, date of delivery, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volume for the quarter.

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quimell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayon, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Beloni
Phone: (815) 729-3535
Fax: (815) 729-3536

The SPC looks forward to a productive year working with Gas Depot, Morton Grove, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



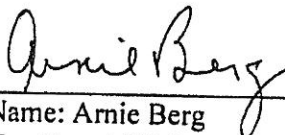
Ellen Dayan, CPPB
Program Manager for Purchasing
Northwest Municipal Conference



06/21/2016

Name: Ellen Dayan
Northwest Municipal Conference

Date



Name: Arnie Berg
Gas Depot Oil Company

6/21/16

Date

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CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

GAS DEPOT, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 424720**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: WHOLESALE DISTRIBUTOR OF PETROLEUM PRODUCTS (GASOLINE, DIESEL, ETC.)

2/28/2016

Issued Date

2/28/2017

Expiration Date

CH2656

Certificate Number

Julia L. Morgan
President, ChicagoMSDC

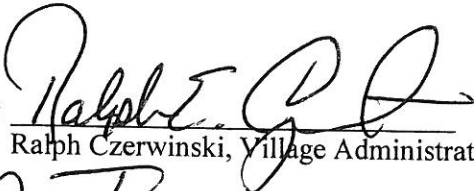
An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

Legislative Summary

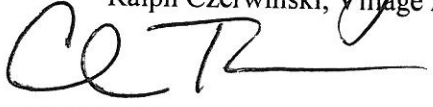
Resolution 16-52

AUTHORIZING THE EXECUTION OF A CONTRACT WITH J.A. JOHNSON PAVING COMPANY FOR THE 2016 STREET PATCHING PROGRAM

Introduced:	July 25, 2016
Purpose:	To authorize the Village President to execute a contract to construct durable patches in asphalt pavement with J.A. Johnson Paving Company for the 2016 Street Patching Program.
Background:	The annual Street Patching Program is intended to maintain the quality, drainage, and drivability, and to extend the life of streets in the Village. This work should be completed in mid-August 2016. The contract was bid through a public process in accordance with the Village Code. The contract was advertised and sealed bids were received. The proposal amount is \$8,175.00 less than the Engineer's Estimate of Cost. The bid tabulation is attached as Exhibit "A". This contract must conform to the requirements of the Prevailing Wage Act.
Programs, Departments or Groups Affected	Public Works, Engineering Division
Fiscal Impact:	The estimated contract value is \$47,825.00. Since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.
Source of Funds:	General Fund: Public Works - A/C #025017-552290 Construction Services
Workload Impact:	The Public Works Department, Streets Division, as part of their normal work activities, performs the management and implementation of the program.
Administrator Recommendation:	Approval as presented.
Special Considerations or Requirements:	None

Respectfully submitted: 
Ralph Czerwinski, Village Administrator

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

Prepared by: 
Chris Tomich, Village Engineer

Reviewed by: 
Andy DeMonte, Director of Public Works

RESOLUTION 16-52
AUTHORIZING THE EXECUTION OF A CONTRACT WITH
J. A. JOHNSON PAVING COMPANY
FOR THE 2016 STREET PATCHING PROGRAM

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the 2016 Street Patching Program is necessary in order to maintain the Village's infrastructure; and

WHEREAS, the Public Works Department advertised on the Village's website beginning June 30, 2016, inviting bids on the "2016 Street Patching Program"; and

WHEREAS, the bidding procedures comply with purchasing requirements of the Municipal Code, Title 1, Chapter 9, Article A, Section 2; and

WHEREAS, the terms of this contract will comply with the Illinois Prevailing Wage Act; and

WHEREAS, thirteen bid packages were purchased; and

WHEREAS, three bids were received, publicly opened and read at the Public Works Facility at 10:00 a.m. on Friday, July 15, 2016, with the corrected bid results shown in Exhibit "A" as follows:

<u>Contractor</u>	<u>Total</u>
J. A. Johnson Paving Company	\$47,825.00
Chicagoland Paving Contractors, Inc.	\$49,900.00
Alamp Concrete Construction, Inc.	\$88,100.00

; and

WHEREAS, the low bidder is J. A. Johnson Paving Company of Arlington Heights, Illinois; and

WHEREAS, the qualifications and availability of the low bidder have been verified; and

WHEREAS, the 2016 Adopted Budget contains an allocation of \$50,000 for 2016 Street Patching Program in General Fund Account 025017-552290; and

WHEREAS, the list of streets to be included in the 2016 Street Patching Program includes Beckwith Road from Oriole Avenue to Sayre Avenue, Churchill Street from Washington Street to Oriole Avenue, Harlem Avenue from Lake Street to Golf Road, and Shermer Road from Beckwith Road to Golf Road.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1. The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2. The Corporate Authorities accept the bid of J. A. Johnson Paving Company in the amount of \$47,825.00.

SECTION 3. The Village President of the Village of Morton Grove is hereby authorized to execute and the Village Clerk to attest to a contract with J. A. Johnson Paving Company, based upon their bid for the 2016 Street Patching Program in the amount of \$47,825.00.

SECTION 5. The Village Administrator, Director of Public Works, and the Village Engineer and/or their designees are hereby authorized to take all steps necessary to oversee, and implement this contract.

SECTION 6. This Resolution shall be in full force and effect upon its passage and approval.

PASSED THIS 25th DAY OF JULY 2016

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED BY ME THIS 25th DAY OF JULY 2016

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

ATTESTED and FILED in my office
This 26th DAY OF JULY 2016

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT "A"

Village of Morton Grove, Cook County, IL
 2016 Street Patching Program
 Bid Tabulation
 Bid Opening: July 15, 2016 @ 10.00 a.m.

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate			Chicago Paving Contractors, Inc.			Alamp Concrete Contractors, Inc.			J.A. Johnson Paving Company		
				UNIT COST	ITEM COST		UNIT COST	ITEM COST		UNIT COST	ITEM COST		UNIT COST	ITEM COST	
1	CLASS D PATCHES, 3"	SQ YD	1700	\$30.00	\$51,000.00		\$27.00	\$45,900.00		\$43.00	\$73,100.00		\$27.25	\$46,325.00	
2	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$5,000.00	\$5,000.00		\$4,000.00	\$4,000.00		\$15,000.00	\$15,000.00		\$1,500.00	\$1,500.00	
CORRECTED TOTAL PROPOSAL AMOUNT					\$56,000.00			\$49,900.00			\$88,100.00			\$47,825.00	
AS-READ PROPOSAL AMOUNT								\$49,900.00			\$88,100.00			\$47,825.00	

Apparent Low Bidder: J.A. Johnson Paving Company
 Apparent Low Bid Amount: \$47,825.00