

VILLAGE OF WARRENSBURG, ILLINOIS

ORDINANCE NO. 782

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH MILANO AND GRUNLOH ENGINEERS, LLC**

**ADOPTED BY
THE BOARD OF TRUSTEES OF
THE VILLAGE OF WARRENSBURG**

THIS 6th DAY OF FEBRUARY, 2023

Published in pamphlet form by authority of
the Board of Trustees of
the Village of Warrensburg, Macon County, Illinois,
this 6th day of February, 2023

ORDINANCE NO. 782

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MILANO AND GRUNLOH ENGINEERS, LLC

WHEREAS, the Village of Warrensburg, Illinois, has determined that a significant portion of its water mains are antiquated, inadequate, and outdated, due to the age of installation of the water mains; and

WHEREAS, Illinois Environmental Protection Agency (IEPA) has a funding program that may provide financial assistance to the Village if its application is accepted for proposed water main improvements consisting of approximately 7,350 lineal feet 6" water main, which includes approximately 5,430 feet of 6" PVC water main, 1920 feet of directional bore, hydrants, valves, meters, service lines, seeding, and any appurtenances or related costs;

WHEREAS, Milano and Grunloh Engineers, LLC has expertise in design engineering services, construction engineering services, and assistance with applications for project assistance from IEPA; and

WHEREAS, Milano and Grunloh Engineers, LLC has proposed to provide services to the Village with scope of work and consideration terms satisfactory to the Village; and

WHEREAS, the Village wishes to enter into a Professional Services Agreement with Milano and Grunloh Engineers, LLC for the water main project.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE PRESIDENT AND THE TRUSTEES OF THE VILLAGE OF WARRENSBURG, ILLINOIS:

Section 1:

THAT the attached Professional Services Agreement with Milano and Grunloh Engineers, LLC be and is hereby approved.

Section 2:

THAT the President of the Board of Trustees, or his designee, is authorized and approved to sign the Agreement.

Section 3:

THAT the Village Administrative Clerk of the Village of Warrensburg shall certify to the adoption of this Ordinance and shall cause it to be published in pamphlet form and this Ordinance shall be in full force and effect on February 6, 2023, after such publication, in the manner, form and time as provided by the laws of the State of Illinois.


TRUSTEES:

Douglas Fisher	Aye - <u>X</u>	Nay - ___	Absent - ___	Abstain - ___
Shaquill Freeman	Aye - <u>X</u>	Nay - ___	Absent - ___	Abstain - ___
Leland Hackl	Aye - <u>X</u>	Nay - ___	Absent - ___	Abstain - ___
Kerry Hood	Aye - <u>X</u>	Nay - ___	Absent - ___	Abstain - ___
Brian Netherton	Aye - ___	Nay - ___	Absent - <u>X</u>	Abstain - ___
John Oakley	Aye - <u>X</u>	Nay - ___	Absent - ___	Abstain - ___
Kirk Riley	Aye - ___	Nay - ___	Absent - ___	Abstain - ___

PRESENTED, PASSED and APPROVED this 6th day of February, 2023


RECORDED THIS 6th day of February, 2023

Approved:



President of the Board of Trustees of the
Village of Warrensburg, Illinois

ATTEST:



Village Administrative Clerk of the
Village of Warrensburg, Illinois

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between Village of Warrensburg (hereinafter referred to as the "Village") and Milano and Grunloh Engineers, LLC (hereinafter referred to as the "Consultant") WITNESS THAT:

WHEREAS, the Village and the Consultant are desirous of entering into a contract to formalize their contractual relationship; and this project will not move forward without IEPA funding; and

WHEREAS, the Village, as part a proposed IEPA funding for Village of Warrensburg and with IEPA, upon receipt of IEPA funds for the purposes set forth herein; and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Village of Warrensburg's proposed IEPA project; and

WHEREAS, it would be beneficial to the Village to utilize the Consultant as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local IEPA project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

SCOPE OF WORK:

The Consultant shall complete in a satisfactory and proper manner the work activities described as follows: *The work includes design engineering and construction engineering services for the Village of Warrensburg's proposed water main improvements, which consists of approximately 7,350 lineal feet 6" water main which includes: approximately 5430 feet of 6" PVC water main, 1920 feet of directional bore, hydrants, valves, meters, service lines, seeding, and any appurtenances or related costs in the Village of Warrensburg. A further explanation of the Scope of Work and a Project Map is included as Attachments A, B, C, and D to this contract.*

The Village will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section C below.

B. TIME OF PERFORMANCE

The effective date of this contract shall be the effective date identified in the IEPA funding agreement including any amendments.

C. CONSIDERATION

As detailed in the Village's proposed project, the Scope of Work, the Village shall pay the Consultant based upon hourly rates for services rendered hereunder in the estimated amount of \$72,300 for design engineering services, as outlined in Attachment A, and \$63,200 for construction engineering services, as outlined in Attachment B, which includes all allowable out-of-pocket expenses to complete the Scope of Work. Payments made under this Agreement shall be billed monthly based upon project progress. In the event funding is not secured, the Village shall not be responsible for any payment to Consultant.

It is understood that this project is funded with IEPA funds and is subject to those regulations and restrictions normally associated with state-funded programs and any other requirements that the state may prescribe.

D. RECORDS

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's IEPA Program and any such procedures as the Village or IEPA may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of four (4) years following completion of the project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Village shall request a longer period of record retention;

The Village, IEPA, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Consultant involving transactions related to this local program and contracts.

E. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent contractor rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

F. SUSPENSION, TERMINATION, AND CLOSE-OUT

If the Consultant fails to comply with the terms and conditions of this contract, the Village may pursue such remedies as are legally available, including, but not limited to, the suspension of this contract in the manner specified herein:

1. Suspension -- If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with provisions of this contract, the Village may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Village and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representative during the period of suspension will be allowable under the contract except:
 - a. Reasonable, proper, and otherwise allowable costs which the Consultant could not avoid during the period of suspension;
 - b. If upon investigation, the Consultant is able to substantiate complete compliance with terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - c. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or otherwise terminated, the Village shall pay the Consultant for work performed to the satisfaction of the Village, in accordance with the percentage of the work completed.
2. Termination for Cause -- If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this contract was of such scope and nature that the Village deems continuation of the contract to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative with the time period specified by time in writing;
 - c. The Consultant has failed within the time specified, in writing, by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,
 - d. Upon termination, the Village shall notify the Consultant of such termination, the reasons therefore, and the effective date provided no charges incurred under any terminated portions of the Scope of Work are allowable.

3. Termination for Other Grounds -- This contract may also be terminated in whole or in part:
- a. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - b. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred; and
 - c. The Village may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. In the event of termination by the Village, the Consultant shall be entitled to payment in full for services rendered to date of written notice.
 - d. By the Consultant, upon ten (10) days written notice to the Village. In the event of termination by the Consultant, the Consultant shall be entitled to payment in full for services rendered to date of written notice.

G. CHANGES, AMENDMENTS, MODIFICATIONS

The Village may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant shall be incorporated in written amendments to this contract.

H. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, Village of Warrensburg or the State.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

I. ASSIGNABILITY

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Village by the Consultant.

J. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

K. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

L. COPYRIGHT AND PATENTS

Any copyrightable work resulting from this Agreement is available to the author for such, but the Village and the Illinois Department of Commerce and Economic Opportunity (IEPA) reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the Village and IEPA for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect public interest.

M. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government.

N. ACCESS TO RECORDS

The Consultant shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Village to assure proper accounting for all project funds. These records will be made available to the Village, IEPA, the U.S. Department of Labor, and the Comptroller of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making an audit, examination, excerpts and transcriptions.

O. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

P. SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Q. AGE DISCRIMINATION

The consultant shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

R. SECTION 504

The consultant shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

S. PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990

No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

T. INTEREST OF MEMBER OF A VILLAGE

No member of the governing body of the Village and no other officer, employee, or agent of the Village who exercise any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

U. INTEREST OF OTHER PUBLIC OFFICIALS

No member of the governing body of Village of Warrensburg and no other public official of Village of Warrensburg, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

V. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

W. HOLD HARMLESS

The Consultant shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor. The Village shall hold the Consultant harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Consultant, under this AGREEMENT, due to errors and omissions by the Village or its contractors, agents and employees or the Village.

X. LIMITED LIABILITY

Consultant shall maintain professional liability insurance in an amount of not less than \$1,000,000. The maximum aggregate liability of Consultant is limited to the amount paid out, if any, under Consultant's professional liability insurance policy in the matter concerned. If no amount is paid out under the professional liability insurance, for whatever reason, then the maximum aggregate liability of the Consultant to Village of Warrensburg or the Village shall be limited to the amount of fees actually paid by the Village to the Consultant pursuant to the terms and conditions of this Agreement.

Y. Funding will be from the IEPA. All requirements listed in Attachment C shall be followed.

This agreement contains all terms and conditions agreed to by the Village and the Consultant.

IN WITNESS THEREOF, the Village and the Consultant have executed this contract agreement as of the date and year last written below:

VILLAGE OF WARRENSBURG

By: Kirk Riley

Title: Mayor

Date: _____

MILANO AND GRUNLOH ENGINEERS, LLC

By: Lee Beckman, P.E., P.L.S.

Title: Member

Date: _____

ATTEST

Village Clerk

ATTACHMENT A - SCOPE OF WORK (VILLAGE OF WARRENSBURG)
Milano and Grunloh Engineers, LLC Design Engineering Services

- A. Final design engineering services for the Village of Warrensburg's proposed water main improvements, which consists of approximately 7,350 lineal feet 6" water main which includes: approximately 5430 feet of 6" PVC water main, 1920 feet of directional bore, hydrants, valves, meters, service lines, seeding, and any appurtenances or related costs in the Village of Warrensburg, to include the following:
1. Pre-design investigations including environmental review activities
 2. Designing system improvements: Design proposed water main improvements including construction drawings, design specifications, construction cost estimates and material quantities for the Village. All final design engineering related materials and documentation, including but not limited to the preparation of final plans and specifications, shall be completed by the engineer and delivered to the Village of Warrensburg.
 3. Preparing, securing and recording any necessary permanent easements for construction
 4. Apply for and secure all necessary permits including the IEPA and IDOT permit for construction of the proposed water main improvements.
 5. Preparing the construction bid package in conformance with applicable federal requirements.
- B. See Attachment D for map of Project Area and Estimate.

ATTACHMENT B - SCOPE OF WORK (VILLAGE OF WARRENSBURG)

Milano and Grunloh Engineers, LLC Construction Engineering Services

A. Construction Engineering (inspection/observation) services for the Village of Warrensburg's proposed water main improvements, which consists of approximately 7,350 lineal feet 6" water main which includes: approximately 5430 feet of 6" PVC water main, 1920 feet of directional bore, hydrants, valves, meters, service lines, seeding, and any appurtenances or related costs in the Village of Warrensburg, to include the following:

1. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. Full time Resident Project Representative is required unless requested in writing by the Owner and waived in writing by the Agency.
2. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
3. The duties and responsibilities of the RPR are as follows:

General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

Liaison:

- Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

Clarifications and Interpretations: Receive from Contractor submittals of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

Shop Drawings and Samples:

- Record date of receipt of Samples and Contractor-approved Shop Drawings.
- Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

Review of Work; Defective Work:

- Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

- Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

Records:

- Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

Reports:

- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

Payment Requests:

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

Certificates, Operation and Maintenance Manuals:

During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

Completion:

- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

4. Resident Project Representative shall not:

- Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.

- Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

B. See Attachment D for map of project area.

ATTACHMENT C – IEPA REQUIREMENTS

Milano and Grunloh Engineers, LLC Construction Engineering Services

- A. Books, records, documents, and other evidence directly pertinent to performance of PWSLP 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 the provision shall be in accordance with auditing standards generally accepted in the United States.
- C. All information and reports resulting from access to records pursuant to subsection (a)(2)(B) 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. The final audit report shall include the written comments, if any, of the audited parties.
- D. Records under subsection (a)(2)(B) shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 662.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- E. 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 to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.
- F. No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor 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.
- G. Amendments. When the loan recipient authorizes a change that would add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit one copy of the fully executed contract amendment signed by the loan recipient and the professional services provider. Failure to give timely notice of contract amendments may result in disallowance of loan participation for costs incurred that are attributable to the change.
- H. Please see attached EPA Form 5700-49 "Certification Regarding Debarment, Suspension, and Other Responsibility Matters", showing compliance with federal Executive Order 12549.



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

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 charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(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.

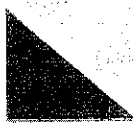
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. May explanation is attached.



Milano & Grunloh Engineers, LLC

engineering | surveying

114 W. WASHINGTON AVE.
EFFINGHAM, IL 62401

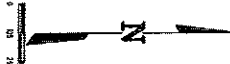
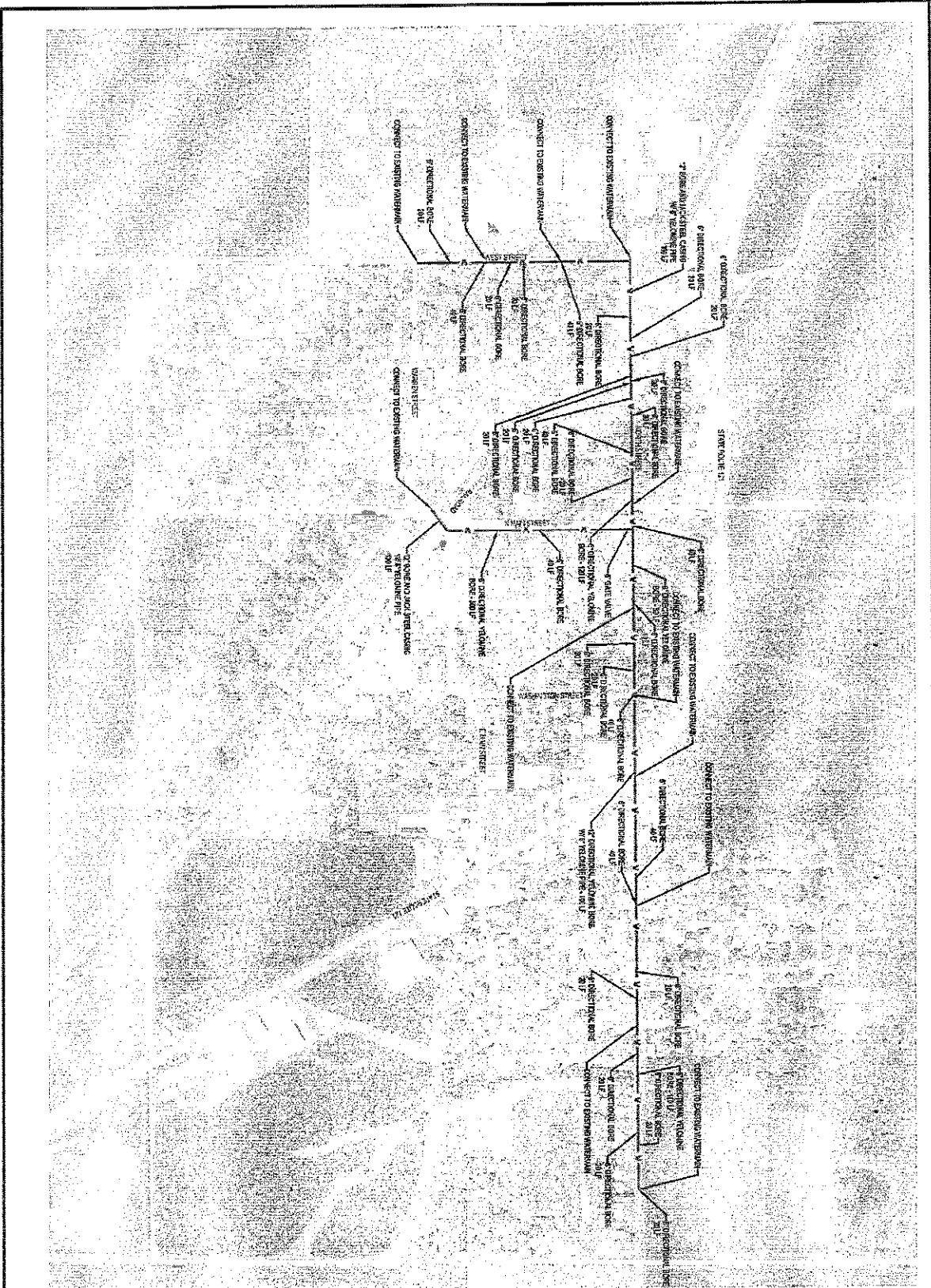
P: (217) 347-7262

E: mgengineers@mgengineers.com

VILLAGE OF WARRENSBURG
ATTACHMENT D
WATER MAIN REPLACEMENT
SEPTEMBER 15, 2022

ITEM #	ITEM	QTY	UNIT	LOAN APPLICATION	
				UNIT PRICE	TOTAL
1	6" PVC WATER MAIN, CLASS 160, SDR 26	5430	LF	\$ 40.00	\$ 217,200.00
2	FIRE HYDRANT W/ GATE VALVE	15	EA	\$ 7,000.00	\$ 105,000.00
3	REMOVE EXISTING FIRE HYDRANT	15	EA	\$ 400.00	\$ 6,000.00
4	REMOVE EXISTING VALVE BOX	30	EA	\$ 200.00	\$ 6,000.00
5	6" GATE VALVE W/ VALVE BOX	20	EA	\$ 2,100.00	\$ 42,000.00
6	6" DIRECTIONAL YELOMINE BORE, CLASS 200, SDR 21	860	LF	\$ 65.00	\$ 55,900.00
7	BORE 6" PVC PIPE, CLASS 160, SDR 26	760	LF	\$ 60.00	\$ 45,600.00
9	REPLACE EXISTING METER	87	EA	\$ 1,800.00	\$ 156,600.00
10	1" SERVICE LINE	1450	LF	\$ 18.00	\$ 26,100.00
11	1" SERVICE BORE	1200	LF	\$ 22.00	\$ 26,400.00
12	TEMPORARY SEEDING	1	AC	\$ 1,000.00	\$ 1,000.00
13	SEEDING	3	AC	\$ 3,000.00	\$ 9,000.00
14	MULCHING	3	AC	\$ 3,000.00	\$ 9,000.00
15	STRAW BALES	50	EA	\$ 8.00	\$ 400.00
16	AGGREGATE DITCH CHECKS	100	TON	\$ 50.00	\$ 5,000.00
17	SILT FENCE	200	LF	\$ 8.00	\$ 1,600.00
18	TRENCH BACKFILL	150	CY	\$ 50.00	\$ 7,500.00
19	AGGREGATE BASE COURSE TYPE B	65	TON	\$ 34.00	\$ 2,210.00
20	SIDEWALK REMOVAL AND REPLACEMENT	50	SF	\$ 20.00	\$ 1,000.00
21	PAVEMENT REMOVAL & REPLACEMENT	120	SY	\$ 200.00	\$ 24,000.00
22	CULVERT REPLACEMENT	100	LF	\$ 38.00	\$ 3,800.00
23	12" PVC CASING	200	LF	\$ 40.00	\$ 8,000.00
24	CONNECT TO EXISTING WATERMAIN	12	EA	\$ 4,367.00	\$ 52,404.00
25	12" DIRECTIONAL YELOMINE CASING W/ 6" YELOMINE PIPE, CLASS 200, SDR 21	100	LF	\$ 215.00	\$ 21,500.00
26	12" BORE & JACK STEEL CASING W/ 6" YELLOMINE PIPE CLASS 200, SDR 21	200	LF	\$ 350.00	\$ 70,000.00
	CONSTRUCTION ESTIMATE OF COST				\$ 903,214.00
	Design				\$ 72,300.00
	Inspection				\$ 63,200.00
	Legal				\$ 5,000.00
	Administration				\$ 30,000.00
	10% IEPA Construction Contingencies				\$ 90,461.40
	TOTAL ESTIMATE OF COST				\$ 1,164,175.40

Lee R. Beckman, P.E., P.L.S.



WATER/ESTIMATE ATTACHMENT D VILLAGE OF VANDERBURG WAGON COUNTY, ALABAMA		HILAMO & GRUNDIG ENGINEERS, LLC 11410 VANDERBURG DRIVE PO BOX 697 BRYDONDALE AL 36004 Phone: (205) 343-7232 (205) 674-2714 Email: info@hiloeng.com www.hiloeng.com Web: www.hiloeng.com Design Firm #114-002-005	START DATE: 2008 DESIGNER: JGC CHECKED BY: JGC FILE LOCATION: ALABAMA\2008\11410 VANDERBURG DRIVE\11410 VANDERBURG DRIVE.dwg SAVE DATE: 1/28/2008	<table border="1"> <tr> <th>NO.</th> <th>REV.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REV.	DESCRIPTION									
		NO.	REV.	DESCRIPTION												
SHEET # 1 OF 1 2/23/08																

STATE OF ILLINOIS)
) ss
COUNTY OF MACON)

CERTIFICATE

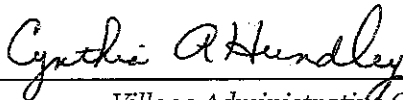
AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MILANO AND GRUNLOH ENGINEERS, LLC

I, CYNTHIA A. HUNDLEY, certify that I am the duly appointed Village Administrative Clerk of the Village of Warrensburg, Macon County, Illinois.

I further certify that on the 6th day of February, 2023, the President and Board of Trustees of the Village of Warrensburg passed and approved Ordinance No. 782, entitled "An Ordinance Approving A Professional Services Agreement With Milano and Grunloh Engineers, LLC," which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 782, including Ordinance and cover sheet thereof was prepared, a copy of such Ordinance was posted in the Warrensburg Village Hall, the Barclay Public Library, and Warrensburg Post Office, commencing February 7, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Administrative Clerk.

DATED at Warrensburg, Illinois this 7th day of February, 2023.



Village Administrative Clerk of the
Village of Warrensburg, Illinois