

**RESOLUTION**  
**R 64-15**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR**  
**A COMPREHENSIVE WATER & SEWER RATE STUDY**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Municipal & Financial Services Group, regarding the Comprehensive Water & Sewer Rate Study project as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

**WHEREAS**, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** That the Agreement attached hereto as Exhibit "A" is hereby approved.

**SECTION 2:** That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 3rd day of September, 2015.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved this 3rd day of September, 2015.

  
**Keith T. Giagnorio**  
**Village President**

ATTEST:

  
**Sharon Kuderna**  
**Village Clerk**

## CONSULTANT EVALUATION FORM

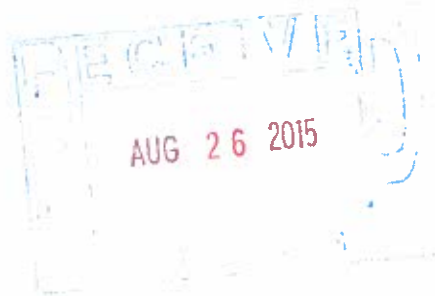
### Form of Contract

- The Form of Contract, as presented in the RFQ is acceptable and no modifications will be necessary.
- The Form of Contract, as presented in the RFQ is generally acceptable, but minor revisions will be necessary. A list all proposed revisions is attached.
- Major modifications must be made to the Form of Contract before a contract can be signed. A list all proposed revisions is attached.

**Insurance:** Attach Certificate of Insurance to this page. **Attached.**

**Litigation:** Attach a table corresponding to the sample in the instructions.

**MFSG has never been either a plaintiff or a defendant in any litigation, administrative or regulatory matter.**



## PROJECT PROPOSAL FORM

**Statement of Qualifications:** Provide the CONSULTANT'S qualifications as outlined in the instructions. Please see pages 1-3 and 7-10 of our technical proposal of 07/24/15 (attached).

**Project Staffing:** Provide a staffing table in the format outlined in the instructions. An organization chart outlining the lines of communication and authority should also be included. Include resumes of staff associated with the project. Please see pages 4-6 of, plus the appendix to, our technical proposal plus pages 1-3 of our business proposal of 08/11/15 (attached)

**Project Experience:** Provide a project experience table in the format outlined in the instructions. Please see pages 7-10 of our technical proposal.

**Proposed Services:** A clear presentation of the proposed services to be provided in the firm's own format. Identify any item that your firm feels is missing from the proposed scope of services. Please see Section 4 (pages 11-20) of our technical proposal.

**Proposed Schedule:** Provide a Gantt chart of the proposed schedule. See Exhibit 7 on page 24 of our technical proposal.

**Work Effort:** Provide a table in accordance with the instructions. See pages 1-3 of our business proposal.

### PROPOSAL

I/We hereby agree to furnish to the VILLAGE, consulting services in accordance with provisions, instructions, and specifications of the VILLAGE. The Proposal Form must be signed by an authorized agent. If the CONSULTANT is a corporation, the corporate seal must be affixed. The unit rate(s), proposed fee(s), amount(s), date of signature, and any other relevant information must be stated.

The successful CONSULTANT will be required to agree to and sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing.) They are provided for the CONSULTANT'S information in Appendices 1 & 2.

This Proposal shall be binding for one (1) year following the scheduled proposal due date.

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the Request for Proposals for a Water and Sewer Rate Study.

**PROJECT PROPOSAL FORM (CONTINUED)**

I/We hereby certify that I/We am/are authorized to sign as an agent(s) of the firm:

If an individual or partnership, all individual names of each partner shall be signed:

By: ..... \_\_\_\_\_  
Print Name: ..... \_\_\_\_\_  
Position/Title: ..... \_\_\_\_\_  
By: ..... \_\_\_\_\_  
Print Name: ..... \_\_\_\_\_  
Position/Title: ..... \_\_\_\_\_  
Company Name: ..... \_\_\_\_\_  
Address line 1: ..... \_\_\_\_\_  
Address line 2: ..... \_\_\_\_\_  
Telephone: ..... \_\_\_\_\_

If a corporation, an officer duly authorized should sign and attach corporate seal

**PLACE CORPORATE SEAL HERE**  
Maryland is a non-seal state.

By: ..... Edward J. Donahue III \_\_\_\_\_  
Print Name: ..... Edward J. Donahue III \_\_\_\_\_  
Position/Title: ..... President \_\_\_\_\_  
Company Name: ..... Management and Financial Services Group, LLC  
..... d/b/a Municipal & Financial Services Group \_\_\_\_\_  
Address line 1: ..... 911-A Commerce Road \_\_\_\_\_  
Address line 2: ..... Annapolis, MD 21401 \_\_\_\_\_  
Telephone: ..... 410.266.9101 \_\_\_\_\_

## APPENDIX 1

### VILLAGE OF LOMBARD CONTRACT (Sample Form)

#### CONTRACT DOCUMENT NUMBER (WA 15-15)

This agreement is made this 25<sup>th</sup> day of August, 2015, between and shall be binding upon the VILLAGE of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and the **Management and Financial Services Group, LLC, d/b/a Municipal & Financial Services Group**, hereinafter referred to as the "CONSULTANT" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the CONSULTANT agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

#### Comprehensive Water & Sewer Rate Study

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. (WA 15-15) Request for Proposal consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
  - b. CONSULTANT'S Proposal Dated **July 24, 2015**
  - c. Required Certificates and Signatures and Certificate of Insurance
2. The VILLAGE agrees to pay, and the CONSULTANT agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the CONSULTANT have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Management and Financial Services Group, LLC  
d/b/a Municipal & financial Services Group

Print Company Name \_\_\_\_\_

Accepted this 25th day of August, 2015.

Individual or Partnership \_\_\_\_\_ Corporation XX (LLC)

By Edward J. Donahue III  
Edward J. Donahue III

\_\_\_\_\_  
President  
Position/Title

By \_\_\_\_\_

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3<sup>RD</sup> day of Sept, 2015.

Keith Giagnorio  
Keith Giagnorio, Village President

Attest:

Sharon Kuderna  
Sharon Kuderna, Village Clerk

## APPENDIX 2

### VILLAGE OF LOMBARD CONSULTANT'S CERTIFICATION

**Edward J. Donahue III**, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

**Management and Financial Services Group, LLC**  
**d/b/a Municipal & Financial Services Group**, having submitted a proposal for:

**(WA 15-15)** to the Village of Lombard, hereby certifies that said CONSULTANT:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that **all employee drivers** \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

*Edward J. Donahue III*

By: **Edward J. Donahue III, President**

\_\_\_\_\_  
Officer or Owner of Company named above

Subscribed and sworn to  
before me this 24th  
day of August, 2015.

*Michael Maker*  
\_\_\_\_\_  
Notary Public

MICHAEL MAKER  
Notary Public  
State of Maryland  
Anne Arundel County

## APPENDIX 3

### LOCAL GOVERNMENT PROMPT PAYMENT ACT (COPY)

AN ACT to create the "Local Government Prompt Payment Act", and to amend certain Acts named therein. P.A. 84-731, approved Sept., 21, 1986, eff. July 1, 1987.

#### 5601. Short title

1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

#### 5602. Application

2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other government units. It shall not apply to the State or any office, officer, department, division bureau, board, commission, university, or similar agency of the State, except as provided in Section 7.1

Amended by P.A. 85-1159, 2-2, eff. Aug. 4, 1988.

Paragraph 5607 of this chapter.

#### 5603. Approval of bills

3. The appropriate local government official or agency receiving goods or services must approve or disapprove a bill from a vendor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods approved or disapproved of the bill must be made upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor immediately if a bill is disapproved.

#### 5604. Payment of bills - Penalty

4. Any bill approved for payment pursuant to Section 3.1 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

Paragraph 5603 of this chapter.

#### 5605. Failure to approve bills - Penalty for late payment.

5. If the local government official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3.1 the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

Paragraph 5603 of this chapter.



## LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

### 5606. Time periods

6. The time periods specified in Section 3, 4 and 5.1 as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor.

Added by P.A. 85-1159, 2.2, eff. Aug. 4, 1988.

Paragraph 5603, 5604 and 5605 of this chapter.

### 5607. Funds appropriated or controlled by state - Certification

7. If funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall then expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U.S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4.1 because of the failure of funds to be distributed from the State to the local governmental unit within 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Added by P.A. 85-1159 2-2, eff. Aug. 4, 1988.

Paragraph 5603 or 5604 of this chapter.