

**MEETING NOTICE AND AGENDA
FOR THE REGULAR MEETING OF MORTON GROVE-NILES WATER COMMISSION (MGNWC)
TO BE HELD ON THURSDAY, MARCH 22, 2018 AT 3:00 PM
AT THE NILES VILLAGE HALL ADMINISTRATIVE BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Minutes
 - a. Regular Meeting, February 22, 2018
 - b. Special Meeting, February 26, 2018
 - c. Special Meeting, March 1, 2018
- V. Approval of Warrants March 22, 2018 \$67,872.22.
- VI. New Business
 - a. **Resolution 18-41.** A Resolution Approving and Adopting Rules Allowing Attendance at Meetings of the Morton Grove-Niles Water Commission by Audio or Video Conference
 - b. **Resolution 18-42.** A Resolution Authorizing the Approval and Execution of Contract No. 6 entitled "MGNMC Intermediate Pump Station, Water Transmission Main and Facility Improvements Project" for the MGNWC Water Transmission Main and Facility Improvements Project
 - c. **Resolution 18-43.** A Resolution Authorizing the Approval and Execution of Contract No. 10 entitled "North Shore Channel Transmission Main Crossing, Water Transmission Main and Facility Improvements Project" for the MGNWC Water Transmission Main and Facility Improvements Project
- VII. Old Business - None
- VIII. Superintendent's Report
- IX. Other Business
- X. Public Comment
- XI. Adjournment

Morton Grove-Niles Water Commission (MGNWC)

MINUTES OF REGULAR MEETING OF MORTON GROVE-NILES WATER COMMISSION
HELD IN THE VILLAGE OF NILES VILLAGE HALL ADMINISTRATION BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714 THURSDAY, FEBRUARY 22,
2018

- I. CALL TO ORDER - Commissioner Steven C. Vinezeano called the meeting to order at 3:05 p.m.
- II. ROLL CALL - Commissioner Vinezeano called the roll. Present were Commissioners Steven Vinezeano and John Pietron. There is no Commissioner appointed by Cook County at this time. Quorum is present.
- III. PLEDGE OF ALLEGIANCE - Commissioner Vinezeano led the assemblage in the Pledge of Allegiance.
- IV. APPROVAL OF MINUTES -
 - a. Special Meeting, February 15, 2018

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Special Meeting Minutes for February 15, 2018.
- V. APPROVAL OF WARRANTS - Warrants dated February 22, 2018 (\$38,791.93).

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Warrant dated February 15, 2018.
- VI. NEW BUSINESS - NONE
- VII. OLD BUSINESS - NONE
- VIII. SUPERINTENDENT'S REPORT
 - a. Update on Bond Sale. Keven McCanna stated that the bond sale went well with a 4.18% 30-year for about \$24.94M.
 - b. Update on IEPA Term Loan. Keven McCanna stated that the amount from the IEPA looks to be about \$75M. Due to this, a second sale of bonds should not be necessary.
- IX. PUBLIC COMMENT - NONE
- X. ADJOURNMENT - Commissioners approved unanimously 2-0 to adjourn at 3:15 p.m.

Approved by the MGNWC Board of Commissioners
at its _____ Meeting
_____, Clerk

Morton Grove-Niles Water Commission (MGNWC)

MINUTES OF SPECIAL MEETING OF MORTON GROVE-NILES WATER COMMISSION
HELD IN THE VILLAGE OF NILES VILLAGE HALL ADMINISTRATION BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714 MONDAY, FEBRUARY 26, 2018

- I. CALL TO ORDER - Commissioner Steven C. Vinezeano called the meeting to order at 8:32 p.m.
- II. ROLL CALL - Commissioner Vinezeano called the roll. Present were Commissioners Steven Vinezeano and John Pietron. There is no Commissioner appointed by Cook County at this time. Quorum is present.
- III. PLEDGE OF ALLEGIANCE - Commissioner Vinezeano led the assemblage in the Pledge of Allegiance.
- IV. APPROVAL OF MINUTES - NONE
- V. APPROVAL OF WARRANTS - NONE
- VI. NEW BUSINESS -
 - a. **Resolution 18-27.** A Resolution Authorizing the Approval and Execution of a Professional Services Agreement between the Morton Grove-Niles Water Commission and Stanley Consultants, Inc. for Engineering Services for Construction Management of Water Transmission Mains and Facility Improvements.

Commissioner Pietron called for motion to approve Resolution 18-27 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution 18-27.
- VII. PUBLIC COMMENT - NONE
- VIII. ADJOURNMENT - Commissioners approved unanimously 2-0 to adjourn at 8:35 p.m.

Approved by the MGNWC Board of Commissioners
at its _____ Meeting
_____, Clerk

Morton Grove-Niles Water Commission (MGNWC)

MINUTES OF SPECIAL MEETING OF MORTON GROVE-NILES WATER COMMISSION
HELD IN THE VILLAGE OF NILES VILLAGE HALL ADMINISTRATION BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714 THURSDAY, MARCH 1, 2018

- I. CALL TO ORDER - Commissioner Steven C. Vinezeano called the meeting to order at 3:00 p.m. Meeting was delayed due to travel from MWRD in Chicago.
- II. ROLL CALL - Commissioner Vinezeano called the roll. Present were Commissioners Steven Vinezeano and John Pietron. There is no Commissioner appointed by Cook County at this time. Quorum is present.
- III. PLEDGE OF ALLEGIANCE - Commissioner Vinezeano led the assemblage in the Pledge of Allegiance.
- IV. APPROVAL OF WARRANTS - Warrant for Payment March 1, 2018 in the amount of \$143,150.84.

The Superintendent stated that payments will be made from the bond proceeds next week.

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Warrant List.

- V. NEW BUSINESS –
 - a. Resolution 18-28. A Resolution Authorizing the Approval and Execution of Contract No. 1 entitled “East Segment MGNWC 30-Inch Water Supply Transmission Main” between the Morton Grove-Niles Water Commission and Berger Excavating Contractors, Inc. for the MGNWC Water Transmission Main and Facility Improvements Project.

Pietron asked about the subcontractor qualifications. All contractors, stated Superintendent Balling, are vetted to be qualified for the work and will be properly bonded and insured.

Vinezeano stated for the record that he contacted Village Manager of Skokie John Lockerby regarding the MOU for the Construction Permit in Skokie. The Permit states under special conditions, “Permit issued subject to the terms and conditions of the MOU between MGNWC and the Village of Skokie.” The concern was that since an MOU was not yet approved between MGNWC and Skokie, it could be a reason to “stop work” when it starts in Skokie.” During a phone conversation on

February 27, 2018, it was stated by John Lockerby that he understands that the project needs to proceed and that there is no reason to hold it up. Based on this conversation, Vinezeano is confident to sign the construction contracts today.

Commissioner Pietron called for motion to approve Resolution No. 18-28 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-28.

- b. Resolution 18-29. A Resolution Authorizing the Approval and Execution of Contract No. 2 entitled “West Segment MGNWC 30-Inch Water Supply Transmission Main” between the Morton Grove-Niles Water Commission and DiMeo Brothers, Inc. for the MGNWC Water Transmission Main and Facility Improvements Project.

Commissioner Pietron called for motion to approve Resolution No. 18-29 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-29.

- c. Resolution 18-30. A Resolution Authorizing the Approval and Execution of Contract No. 3 entitled “MGNWC 20-Inch Water Supply Transmission Main” between the Morton Grove-Niles Water Commission and Bolder Contractors, Inc. for the MGNWC Water Transmission Main and Facility Improvements Project.

Commissioner Pietron called for motion to approve Resolution No. 18-30 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-30.

- d. Resolution 18-31. A Resolution Authorizing the Approval and Execution of Contract No. 4 entitled “Morton Grove Existing 20-Inch Transmission Main Maintenance” between the Morton Grove-Niles Water Commission and Michels Corporation for the MGNWC Water Transmission Main and Facility Improvements Project.

Commissioner Pietron called for motion to approve Resolution No. 18-31 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-31.

- e. Resolution 18-32. A Resolution Authorizing the Approval and Execution of Contract No. 5B entitled “Procurement of MGNWC Water Supply Transmission Main Large Valves” between the Morton Grove-Niles Water Commission and DeZurik APCO Hilton for the MGNWC Water Transmission Main and Facility Improvements Project.

Commissioner Pietron called for motion to approve Resolution No. 18-32 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-32.

- f. Resolution 18-33. A Resolution Authorizing the Approval and Execution of Contract No. 7 entitled “MGNWC Nagle Avenue Pump Station” between the Morton Grove-Niles Water Commission and Joseph J. Henderson & Son for the MGNWC Water Transmission Main and Facility Improvements Project.

Commissioner Pietron called for motion to approve Resolution No. 18-33 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-33.

- g. Resolution 18-34. A Resolution Authorizing the Approval and Execution of Contract No. 8 entitled “MGNWC Standpipe” between the Morton Grove-Niles Water Commission and DN Tank, Inc. for the MGNWC Water Transmission Main and Facility Improvements Project

Commissioner Pietron called for motion to approve Resolution No. 18-34 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-34.

- h. Resolution 18-35. A Resolution Authorizing the Approval and Execution of Contract No. 9 entitled “Fiber Optic Cable” between the Morton Grove-Niles Water Commission and IHC Construction Companies for the MGNWC Water Transmission Main and Facility Improvements Project.

Commissioner Pietron called for motion to approve Resolution No. 18-35 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-35.

- i. Resolution 18-36. A Resolution Authorizing the Approval of An Agreement between the Morton Grove-Niles Water Commission and True North Consultants Inc. of Naperville, Illinois for Phase I ESA, Asbestos Survey & Demolition Consulting Services for the MGNWC Easement Area Located at 2525 Church Street, Evanston, Illinois.

Attorney Liston requested the Superintendent provide further explanation of this Resolution, which he did.

Commissioner Pietron called for motion to approve Resolution No. 18-36 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-36.

- j. Resolution 18-37. A Resolution Authorizing the Approval of An Agreement between the Morton Grove-Niles Water Commission and True North Consultants Inc. of Naperville, Illinois for Illinois Environmental Protection Agency Site Remediation Program Consulting Services for the MGNWC Pumping Station Site 7900 Nagle Avenue, Morton Grove, Illinois.

Superintendent provided further explanation of this Resolution.

Commissioner Pietron called for motion to approve Resolution No. 18-37 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-37.

- k. Resolution 18-38. A Resolution Authorizing the Designation of a Financial Institution as a Depository of certain proceeds received from the sale of the \$25,000,000 General Obligation Water Bonds (Alternate Revenue Source), Series 2018A by the Morton Grove-Niles Water Commission, Cook County, Illinois and Authorizing Certain Officials as Appropriate Signatories (North Shore Community Bank and Trust Company).

Superintendent Balling requested that this item be withdrawn from consideration. Attorney Liston stated that Resolution 18-39 should be withdrawn because this Resolution only authorizes, but does not require it. An explanation was given by the Superintendent and Attorney Liston.

Commissioner Pietron called for motion to approve Resolution No. 18-38 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-38.

- l. Resolution 18-39. A Resolution Authorizing the Designation of a Financial Institution as a Depository of certain proceeds received from the sale of the \$25,000,000 General Obligation Water Bonds (Alternate Revenue Source), Series 2018A by the Morton Grove-Niles Water Commission, Cook County, Illinois and Authorizing Certain Officials as Appropriate Signatories (Amalgamated Bank of Chicago).

Chair Vinezeano withdrew Resolution 18-39 from consideration.

- m. Resolution 18-40. A Resolution Authorizing the Designation of a Financial Institution as a Depository of certain proceeds received from the sale of the \$25,000,000 General Obligation Water Bonds (Alternate Revenue Source), Series 2018A by the Morton Grove-Niles Water Commission, Cook County, Illinois and Authorizing Certain Officials as Appropriate Signatories (MB Financial Bank).

Commissioner Pietron called for motion to approve Resolution No. 18-40 and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution No. 18-40.

VI. PUBLIC COMMENT – NONE

VII. ADJOURNMENT - Commissioners approved unanimously 2-0 to adjourn at 3:14 p.m.

Approved by the MGNWC Board of Commissioners
at its _____ Meeting
_____, Clerk

Morton Grove Niles **WATER COMMISSION**

**WARRANT 2018-05
MARCH 22, 2018**

1. A and E Rubber Stamp Water Commission Seal for financing documents	\$ 84.00
2. Alliant Mesirow Insurance Services Pollution liability insurance for MWRD Easement (2 years)	\$ 17,099.00
3. Journal and Topics Feb and March 2018 legal notices for Bids 6, 10	\$ 854.12
4. Lone Oak-Niles 3 LLC Jarvis easement #12- Coke property	\$ 23,000.00
5. Quantum Group Water public meeting notice postcards (27,000)	\$ 2,960.00
6. TPB Professional Consulting Professional Website Management	\$ 202.50
7. WRB,LLC Management Services February, 2018	\$ 23,672.60
TOTAL Warrant :	\$ 67,872.22

Approved by MGNWC, March 22, 2018

Commission Clerk

A & E RUBBER STAMP

Invoice

215 N. DESPLAINES 2ND FL NORTH
 CHICAGO, IL 60661
 PH. 312-575-1416 FAX NO. 312-575-8614
 E-MAIL sales@aerubberstamp.com

DATE	INVOICE #
2/28/2018	611594

BILL TO
VILLAGE OF MORTON GROVE 6101 CAPULINA AVENUE MORTON GROVE, IL 60053 ATTN: BOYLE WONG INFORMATION SYSTEMS MGR.

SHIP TO
VILLAGE OF MORTON GROVE 6101 CAPULINA AVENUE MORTON GROVE, IL 60053 ATTN: BOYLE WONG INFORMATION SYSTEMS MGR.

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30		2/28/2018	MESSEN...	POLY 6712 P	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	SHINY R552	SELF INKING ROUND STAMP, BLUE INK W/LOGO, MORTON GROVE - NILES WATER COMMISSION OFFICIAL SEAL	49.00	49.00
1	MESSENGER	MESSENGER SERVICE #8524935	35.00	35.00



Ven #: _____ Pay \$: 84.00
 A/C #: _____
 Desc. _____
 Res. # _____ P/O #: _____
 Submitted: M. Romanic Batch #: _____
 Approved: _____ Fin Dir: _____

WE ALSO MAKE EMBOSSERS, NAMEPLATES & PLAQUES !	Total	\$84.00
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Insurance services provided by Mesirow Insurance Services, Inc., an Alliant-owned company.

Mesirow Insurance Services, Inc.
 353 North Clark Street
 Chicago, IL 60654
 Phone: (312) 595-6200

Morton Grove Niles Water Commission
 1000 Civic Center Drive
 Niles, IL 60714

Invoice #	802356	Page	1 of 1
ACCOUNT NUMBER	MORTGRO-05	DATE	3/12/2018
BALANCE DUE ON	4/8/2018	AGENCY CODE	700
AMOUNT PAID		AMOUNT DUE	\$17,099.00

✂return top portion with payment.....

Client:	Morton Grove Niles Water Commission	Policy:	Pollution Liability
Policy Number:	0311-2328	Effective:	3/9/2018 to 3/9/2020
Insurance Carrier:	Allied World Assurance Company (U.S.) Inc		

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2999507	3/9/2018	4/8/2018	NEWB	New Business Premium	\$16,500.00
2999508	3/9/2018	4/8/2018	SLTX	Surplus Lines Tax	\$578.00
2999509	3/9/2018	4/8/2018	SLFE	Surplus Lines Fee	\$21.00

Total Invoice Balance: \$17,099.00

Important Notice of Remittance Address Change

We have implemented lockbox deposit services with our bank. Please use this new address to avoid delays in processing your payments.

Effective immediately, please mail all future checks along with remittance invoice detail to the following:

Standard Mail Remittance Address - US Mail including Priority Mail and Priority Mail Express

Mesirow Insurance Services, Inc.
 29278 Network Place
 Chicago, IL 60673-1292

Overnight/Courier Remittance Address - Via Private Carriers such as FedEx or UPS

JPMorgan Chase
 Mesirow Insurance Services, Inc. Box# 29278
 131 S. Dearborn 6th Floor
 Chicago, IL 60603

IMPORTANT NOTICE: The Nonadmitted & Reinsurance reform act (NRRA) went into effect July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees due must be promptly remitted to Alliant Insurance Services, Inc.

IMPORTANT NOTICE: The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice. Please contact your tax consultant for your obligations regarding FATCA.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at www.alliant.com. For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc., Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101.



ALLIED WORLD ASSURANCE COMPANY
 311 South Wacker Drive, Suite 1100, Chicago, IL 60606
 Telephone: 312-646-7700 Fax: 312-922-1159

To: Thomas Collins Alliant Insurance Services, Inc. 200 South Wacker Drive, Suite 3030 Chicago, IL 60606		Date: 03/09/2018
From Stephanie Barranco	Account # 2254801	
Re Morton Grove-Niles Water Commission (MGNWC) – Scheduled Location Pollution Liability		

BINDER VIA EMAIL

Insured	Morton Grove-Niles Water Commission (MGNWC) 100 Civic Center Drive Niles, IL 60714	
Policy Number	0311-2328	
Policy Period	From: 03/09/2018	To: 03/09/2020

Insured Location Name	Insured Location Address
	41,770 square foot easement and 34,440 square foot eastment in Skokie and Niles, IL – Plat surveys on file with the Company

AWAC Limits	Pre-Existing Conditions	N/A	Deductible Each Incident
		N/A	Each Incident
		N/A	Coverage Section Aggregate
	New Conditions	\$25,000	Deductible Each Incident
		\$4,000,000	Each Incident
		\$4,000,000	Coverage Section Aggregate
	Blanket Non-owned Site	\$25,000	Deductible Each Incident
		\$4,000,000	Each Incident
		\$4,000,000	Coverage Section Aggregate
	Blanket Transportation	\$25,000	Deductible Each Limit
		\$4,000,000	Each Incident Limit
		\$4,000,000	Coverage Section Aggregate
	Business Interruption	N/A	Deductible - Hours

	N/A	Each Incident
	N/A	Coverage Section Aggregate
Policy Aggregate	\$4,000,000	Policy Aggregate
Total Premium	\$16,500.00	

Premium Due Date:	30 Days from effective date of policy
Premium:	\$16,500.00
Carrier/Form:	Allied World Assurance Company (U.S.), Inc. / ENV-SPL2 00003 00 (09/14)
Retro Date:	Policy Inception
TRIA CHARGE	2%/\$330.00 (Rejected by Insured – Not Included in Premium)
COMMISSION	15%

Endorsements

1. ENV-IL 00002 (01/15) – Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act
2. ENV-IL 00003 (02/15) – Exclusion of Certified Acts of Terrorism and All Other Acts of Terrorism
3. ENV-SPL2 00005 00 (09/14) – AI - Where Required by Written Contract
4. ENV-SPL2 00103 00 (09/14) – Microbial Matter - C of O
5. ENV-SPL2 00187 00 (12/14) – Strategic Response Coverage Extension

Subjectivities

This binder is subject to the insurer's satisfactory receipt, review and acceptance of:

1. Completed and Signed Allied World Application
2. Completed and Signed TRIA Disclosure Statement
3. Legal description of the property

Please email ALL subjectivities to Jennifer.Carroll@awac.com

All subjectivities to be resolved within 30 days after binding. Failure to do so may result in the voidance of any binder or coverage.

VALUE ADDED

The following are available at no additional charge to Allied World Environmental policyholders.

24/7 Environmental Helpline - Provides timely answers to policyholder questions regarding Environmental Health & Safety issues, regulatory matters and industry best practices affecting their day to day business. The service is offered through a strategic relationship with Hydro-Environmental Technologies, a highly regarded, multi-disciplinary and full-service Environmental, Health & Safety and risk management consulting company.

Strategic Response - Policyholders receive access to a toll-free crisis hotline which connects insureds to professional crisis management resources in the event of a catastrophe. Coverage for Strategic Response Costs up to \$250,000 outside policy limits and Strategic Management Loss up to \$50,000 outside of policy limits is also provided.

TERMS AND CONDITIONS

This binder is strictly conditioned upon no material change in the risk, including a submission being made to the insurer of a claim or circumstance that might give rise to a claim, between the date of this binder and the policy inception date. In the event of such a change in risk, the insurer may, in its sole discretion, amend or withdraw this binder.

All other terms and conditions as per our Policy Form and any applicable endorsements referenced herein.

SURPLUS LINES DISCLOSURE

This binder is being offered on a surplus lines basis. As the producing broker, it will be your responsibility to comply with regulatory requirements, including arranging for the payment of the applicable state tax and/or stamping fee should a policy be issued.

Thank you for choosing Allied World Environmental – ***Sustaining Policyholders. Reducing Risk.***

This Binder is authorized by Louis Iglesias.

A handwritten signature in dark ink, appearing to read "L. Iglesias", is written over the text of the signature line.

JOURNAL & TOPICS NEWSPAPERS

622 GRACELAND AVE
 DES PLAINES, IL 60016
 PHONE # (847) 299-5511

Invoice

Date	Invoice #
3/7/2018	176127

Bill To
MORTON GROVE NILES WATER COMM WILLIAM BALLING 1000 CIVIC CENTER DR. NILES, IL 60714

Head Ident
CONTRACT 10

P.O. No.	Terms	Due Date	Rep	Account #	Ordered By
	Due on receipt	3/7/2018	MG156	988399	BILL BALLING
Serviced	Item	Description	Rate	Amount	
2/28/2018	LEGALS	4 COL X 9 1/4" LEGALS (APPEARED IN ALL PAPERS)	13.04PCI	482.48	

We appreciate your prompt payment!

Total \$482.48

Special customer requests

Payments/Credits \$0.00

Balance Due \$482.48

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
Des Plaines, IL 60016-4556

and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

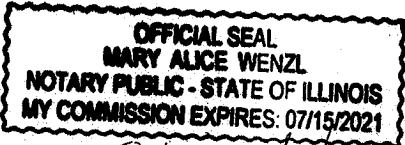
(Village) (Town) (City) (Township) of NILES

County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 28TH day of FEBRUARY, A.D. 2018, and the last publication thereof was made on the 28TH day of FEBRUARY, A.D. 2018.

- Your Legal appeared in the following Journal & Topics Newspapers (Des Plaines Journal, Inc.)
- Des Plaines Journal
 - Elk Grove Village Journal
 - Mt. Prospect Journal
 - Niles Journal
 - Park Ridge-Golf Mill Journal
 - Prospect Heights Journal
 - Rosemont Journal
 - Arlington Heights Topics
 - Buffalo Grove Topics
 - Palatine Topics
 - Rolling Meadows Topics
 - Wheeling Topics
 - Suburban Journal
 - Northwest Journal
 - Glenview Journal



Mary Alice Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 28TH day of FEBRUARY, A.D., 2018.

By Todd Wenzel
President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 28TH day of FEBRUARY, A.D., 2018.

My commission expires the 15TH day of JULY, A.D., 2021.

JOURNAL & TOPICS NEWSPAPERS

622 GRACELAND AVE
 DES PLAINES, IL 60016
 PHONE # (847) 299-5511

Invoice

Date	Invoice #
2/28/2018	176079

Bill To
MORTON GROVE NILES WATER COMM WILLIAM BALLING 1000 CIVIC CENTER DR. NILES, IL 60714

Head Ident
CONTRACT 6

P.O. No.	Terms	Due Date	Rep	Account #	Ordered By
	Due on receipt	2/28/2018	MG156	988399	BILL BALLING
Serviced	Item	Description		Rate	Amount
2/28/2018	LEGALS	3 COL X 9 1/2"		13.04PCI	371.64
3/7/2018		LEGALS (APPEARED IN ALL PAPERS) 2 WEEKS			

We appreciate your prompt payment!

Total \$371.64

Payments/Credits \$0.00

Balance Due \$371.64

Special customer requests

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of Niles

County of Cook

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published Two times in the said newspaper(s), namely once each week for Two successive week(s) and that the first publication of said notice was made on the 20th day of FEBRUARY, A.D. 2018, and the last publication thereof was made on the 7th day of MARCH, A.D. 2018.

- Your Legal appeared in the following Journal & Topics Newspapers (Des Plaines Journal, Inc.)
- Des Plaines Journal
 - Elk Grove Village Journal
 - Mt. Prospect Journal
 - Niles Journal
 - Park Ridge-Golf Mill Journal
 - Prospect Heights Journal
 - Rosemont Journal
 - Arlington Heights Topics
 - Buffalo Grove Topics
 - Palatine Topics
 - Rolling Meadows Topics
 - Wheeling Topics
 - Suburban Journal
 - Northwest Journal

OFFICIAL SEAL
MARY ALICE WENZL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/15/2021

Mary Alice Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 28th day of February, A.D., 2018.

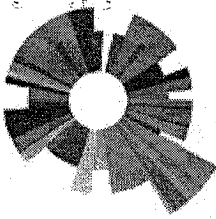
By Todd Wessell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 28th day of February, A.D., 2018.

My commission expires the 15th day of July, A.D. 2021.



Quantum Group
6511 Oakton St
Morton Grove, IL 60053
Phone: (847) 967-3600
Fax: (847) 967-3610

INVOICE

Invoice #	177201
Invoice Date	2/21/18
Salesperson	Allison Rickett
Terms	Net 30
P.O. Number	
Job Number	150422

Morton Grove-Niles Water Commission
Attn: Steve Vinezeano
1000 Civic Center Drive
Niles, IL 60714

Quantity	Description	Amount
27,000	2018 Water Purchasing Postcard Size: 6 x 9 Prints 4/4 digital 120# Flo Digital Gloss Cover.	2,960.00
Subtotal		2,960.00
Total Due		\$2,960.00

Customer Code : 00001342

Invoice Number : 177201

Invoice Date : 2/21/18

Invoice Amount : \$2,960.00

Amount Paid : _____

Remit To:

Quantum Color Graphics
ar@quantumgroup.com
P.O. Box 1128
Bedford Park, IL 60499-1128

TPB Professional Consulting

INVOICE

5823 Capulina Ave
Morton Grove, IL 60053
(847) 521-6366

INVOICE #	00607
INVOICE DATE	3/1/18
TERMS	Net 30

BILL TO:
Morton Grove Niles Water Commission

Hours	DESCRIPTION	Hourly Wage	AMOUNT
3.0	Website Management (Added Homeowner's Toolkit - web pages)	\$45.00	\$135.00
		SUBTOTAL	\$135.00
			\$135.00
			PAY THIS AMOUNT

MAKE ALL CHECKS PAYABLE TO:
TPB Professional Consulting
5823 Capulina Ave
Morton Grove, IL 60053

TPB Professional Consulting

INVOICE

5823 Capulina Ave
Morton Grove, IL 60053
(847) 521-6366

INVOICE #	00606
INVOICE DATE	1/31/18
TERMS	Net 30

BILL TO:
Morton Grove Niles Water Commission

Hours	DESCRIPTION	Hourly Wage	AMOUNT
1.5	Website Management	\$45.00	\$67.50
		SUBTOTAL	\$67.50
			\$67.50
			PAY THIS AMOUNT

MAKE ALL CHECKS PAYABLE TO:
TPB Professional Consulting
5823 Capulina Ave
Morton Grove, IL 60053



412 S. Prindle Avenue
Arlington Heights, IL 60004
www.wrblc.com
INVOICE 018-005
February, 2018 Services

Phone: 847-398-8399
Fax: 847-394-4456
E-mail: bill@wrblc.com

March 13, 2018

Mr. Steven Vinezeano, Chairman
Morton Grove-Niles Water Commission
c/o Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Re Professional Services, Lake Michigan Water Supply Project February, 2018

KEY: Scope of Services and Codes (Resolution 17-18)

- A. Governmental Approvals
- B. MGNWC Administration
- C. Project Financing
- D. Project Engineering
- E. Remediation, 7900 Nagle and 2525 Church
- F. Project Bidding
- G. Construction/Permits

Feb 1,2 13.75 hours

- A. 2
- B. 4
- C. 5
- D. 0
- E. 2.75
- F. 0
- G. 0

Feb 5,6,7,8,9 24 hours

- A. 5
- B. 8
- C. 2
- D. 3
- E. 0
- F. 1
- G. 5

Feb 12,13,14,15,16 33.5 hours

A. 4.5

B. 18

C. 2

D. 2

E. 0

F. 2

G.4

Feb 19,20,21,22,23 25.75 hours

A. 3

B.10

C. 5

D. 2

E. 2

F. 2

G. 1.75

Feb 26,27,28 17.25 hours

A. 3

B. 6.25

C. 5

E. 2

F.0

G.1

Total hours for the month: 114.25 hours

114.15 hours x \$185 = \$ 21,136.25

12% overhead = \$ 2,536.35

Total: \$ 23,672.60

Please Pay this amount: \$ 23,672.60 Thank you

RESOLUTION NO. 18-41

**A RESOLUTION APPROVING AND ADOPTING RULES
ALLOWING ATTENDANCE AT MEETINGS OF THE MORTON GROVE-NILES WATER
COMMISSION BY AUDIO OR VIDEO CONFERENCE**

WHEREAS, in 2017, the Morton Grove-Niles Water Commission (“MGNWC”) was established by the Village of Morton Grove, a home rule Illinois municipal corporation (“Morton Grove”), and the Village of Niles, a home rule Illinois municipal corporation (“Niles”), by the adoption of ordinances pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (“Division 135”).

WHEREAS, the MGNWC is authorized, pursuant to Section 7 of the Illinois Open Meetings Act (5 ILCS 120/7) to allow a member of the Board of Commissioners of the MGNWC (“MGNWC Board”) to attend an MGNWC Board meeting by audio and video conference if

- a) a quorum of the MGNWC Board is physically present at the meeting;
- b) the MGNWC Board member is prevented from physically attending the meeting because of: (i) personal illness or disability; (ii) employment purposes or the business of the MGNWC; or (iii) a family or other emergency;
- c) the member notifies the MGNWC Clerk before the meeting unless advance notice is impractical; and
- d) the MGNWC Board has adopted rules allowing a member to attend a meeting by audio or video conference; and

WHEREAS, The MGNWC Board wishes to allow its members to attend meetings by video and audio conference in accordance with Section 7 of the Illinois Open Meetings Act and has developed rules attached hereto as **Exhibit A** establishing procedures for rules for such attendance; and

WHEREAS, The MGNWC Board finds that passage of this Resolution, for purposes of approving and adopting rules to allow its members to attend meetings by video and audio conference is in the best interests of MGNWC.

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

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

SECTION 2: The MGNWC Board approves and adopts the Rules for Attending Meetings of the Morton Grove-Niles Water Commission By Audio Or Video Conference, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 22nd day of March 2018, pursuant to a roll call vote as follows:

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

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Special Meeting thereof held on the 22nd day of March 2018, and approved by the Chair, and attested by the Clerk on the same day.

Steven Vinezeano, Chair

ATTEST:

John Pietron, Clerk

EXHIBIT A
RULES FOR ATTENDANCE AT MEETINGS OF THE MORTON GROVE-NILES WATER
COMMISSION BY AUDIO OR VIDEO CONFERENCE

A Commissioner of the Morton Grove-Niles Water Commission (“MGNWC”) may attend an open or closed meeting by audio or video conference under the following circumstance:

1. A quorum of Commissioners must be physically present at the location of an open or closed meeting of the Board of Commissioners.
2. Commissioners who are not physically present may participate in open or closed meetings by means of a video or audio conference only if the Commissioner is prevented from physically attending by: a) personal illness or disability; b) employment purposes; c) business of the public body; d) a family emergency; or e) another emergency.
3. If a Commissioner wishes to attend a meeting by video or audio conference, the Commissioner must notify the Clerk of the MGNWC in writing at least forty-eight (48) hours before the meeting, unless advance notice is impractical.
4. Notification shall include a detailed recitation of the particular circumstances by which the Commissioner cannot attend, and also cite one of the five (5) above specified categories, and a telephone number where the Commissioner can be reached during the meeting. A sample notification form is attached to these rules. Copies of the request shall be provided to all Commissioners promptly, but in no event later than the meeting in question.
5. Upon receipt of Notice of Intent to participate electronically, the Clerk shall make appropriate arrangements for equipment to allow the Commissioner to participate in the meeting. The equipment shall provide output sufficient for persons attending the meeting, and members of the audience to hear the Commissioner speak, and also shall allow the Commissioner to hear other Commissioners and any person who addresses the Board of Commissioners.
6. If the Commissioner who is attending electronically would normally chair the meeting, a chairperson pro temp who is physically present may be appointed.
7. Whenever a Commissioner attends a meeting electronically, all votes shall be by roll call vote.
8. An electronically attending Commissioner must identify himself or herself by name and be recognized by the Chairperson before speaking.
9. Minutes of all meetings shall reflect if a Commissioner was physically present or present by means of a video or audio conference. Lack of such a specification shall be deemed to indicate the Commissioner in question was physically present.

Sample Electronic Attendance Request: The format for submitting a request for electronic attendance shall be as follows:

ELECTRONIC ATTENDANCE REQUEST

I hereby request to electronically attend the meeting of the Morton Grove-Niles Water Commission at ____p.m. on _____, 20__ I am eligible to participate electronically because of [check one]:

Personal illness or disability (Description of illness or disability):

Employment purposes (Name of employer):

Business of the public body (Specify nature of business):

Family emergency (Nature of emergency):

Another emergency (Nature of the emergency):

During the meeting I will be at the following location: _____

and reachable at the following phone number: _____

Signature of Commissioner

Date

CLERK'S CERTIFICATE

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

RESOLUTION NO. 18-41

**A RESOLUTION APPROVING AND ADOPTING RULES
ALLOWING ATTENDANCE AT MEETINGS OF THE MORTON GROVE-NILES WATER
COMMISSION BY AUDIO OR VIDEO CONFERENCE**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 22nd day of March 2018, at which meeting a quorum was present. I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of March 2018.

John Pietron, Clerk
Morton Grove-Niles Water Commission

RESOLUTION 18-42

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CONTRACT NO. 6 ENTITLED
“MGNWC INTERMEDIATE PUMP STATION, WATER TRANSMISSION MAIN AND FACILITY
IMPROVEMENTS PROJECT” BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND
_____. FOR THE MGNWC WATER TRANSMISSION MAIN AND FACILITY
IMPROVEMENTS PROJECT**

WHEREAS, the Morton Grove Niles Water Commission, located in Cook County, Illinois (“MGNWC”), has been established to operate a public water supply system (the "System") by an intergovernmental agreement adopted by the Village of Morton Grove and the Village of Niles pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the MGNWC further operates in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution;

WHEREAS, the MGNWC Board of Commissioners has determined that it is advisable, necessary and in the best of the MGNWC to acquire property and construct water transmission mains and facility improvements including new water main lines, pump stations and a water storage standpipe, and to rehabilitate certain existing water main lines to construct and operate a public water supply system that connects the Villages of Morton Grove and Niles to the MGNWC’s future water supplier, the city of Evanston (“the MGNWC Water Transmission Main and Facility Improvements Project” or the “Project”); and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$96,200,000.00; and

WHEREAS, on March 7, 2018 and March 8, 2018 the MGNWC posted its Advertisement for Bids for Contract No. 6, entitled “MGNWC Intermediate Pump Station, Water Transmission Main and Facility Improvements Project” for the fabrication, transportation, field erection, and testing of a 12.7 MGD potable water pump station and associated site work all located at 2525 Church Street in the City of Evanston, Illinois, and on March 22, 2018, the MGNWC received and opened bids for Contract No. 6; and

WHEREAS, the Project Engineer, Stanley Consultants, Inc. reviewed the bids and has tentatively recommended awarding Contract No. 6 to the apparent lowest responsive and responsible bidder _____ for the contract amount of \$ _____, subject to verification that _____ is a duly registered contractor in the State of Illinois and possess the personnel, experience, expertise, and equipment to complete Contract No. 6 and

WHEREAS, the MGNWC Board and _____ have agreed to the terms of Contract No. 6. attached hereto as **Exhibit A**; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to enter into Contract No. 6 pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*),

and find that entering into Contract No. 6 is in the best interests of MGNWC, the Village of Morton Grove and the Village of Niles.

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

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

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the approval of the economic terms and the attached form of Contract No. 6, entitled “MGNWC Intermediate Pump Station, Water Transmission Main and Facility Improvements Project” between the MGNWC and _____, (the “Agreement”) for the purposes set forth in the Agreement, attached hereto as **Exhibit A**, subject to verification that _____ is a duly registered contractor in the State of Illinois and possess the personnel, experience, expertise, and equipment to complete Contract No. 6. The MGNWC Board authorize and direct the Chair, or his/her designee, and the Clerk to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC’S obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 22nd day of March, pursuant to a roll call vote as follows:

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

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 22nd day of March, and approved by the Chair, and attested by the Clerk on the same day.

Steven Vinezeano, Chair

ATTEST:

John Pietron, Clerk

Exhibit A

**CONTRACT NO. 6
“MGNWC INTERMEDIATE PUMP STATION,
WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT”
(attached)**

THIS AGREEMENT is by and between _____ (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the fabrication, transportation, field erection, and testing of a 12.7 MGD drinking water pump station and associated site work. Site work includes, but is not limited to, pump station building, electrical, HVAC, controls, piping, associated appurtenances, and site restoration.

ARTICLE 2 - THE PROJECT

2.1 The Project for which Work under the Contract Documents may be the whole or only a part is generally described as Contract 6; MGNWC Intermediate Pump Station; MGNWC Water Transmission Main and Facility Improvements Project.

ARTICLE 3 - ENGINEER

3.1 The Project has been designed by Stanley Consultants, Inc.

3.2 The Owner has retained Stanley Consultants, Inc. (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 *Time of the Essence.* All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Dates.*

- A. Substantial Completion: The Work will be substantially complete (pump station shall be tested, disinfected and ready for use) no later than 305 days after the Notice to Proceed.
- B. Final Completion: The Work will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions no later than 515 days after the Notice to Proceed.

4.3 *Liquidated Damages.* Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraphs 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- A. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Liquidated damages for failing to timely attain the Contract Times are additive and will be imposed concurrently.

4.4 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, a Lump Sum of:

(words)

_____ (\$ _____).

(figures)

B. The Lump Sum Bid Price presented above includes an allowance of \$50,000 for foundation design and construction as described in Section 01 11 00. After the foundation design is completed, and the costs determined, the allowance amount will be adjusted by change order in accordance with Section 01 20 00 and paragraph 13.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments.* Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

1. 90% percent of Work completed (with the balance being retainage). If the Work has been 80 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
2. 95% percent of Work completed (with the balance being retainage). If the Work has been 81 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
3. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts set off by Owner pursuant to paragraph 15.01. E. of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

ARTICLE 7 - INTEREST

7.1 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

- 9.1 *Contents:* The Contract Documents consist of the following:
- A. This Agreement (pages 1 to , inclusive).
 - B. Performance Bond (pages 1 to 3, inclusive).
 - C. Payment Bond (pages 1 to 3, inclusive).

- D. General Conditions (pages 1 to 38, inclusive).
- E. Supplementary Conditions (pages 1 to , inclusive).
- F. Specifications as listed in Project Manual table of contents.
- G. Drawings as listed on the Drawing List.
- H. Addenda numbers to , inclusive.
- I. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Notice to Proceed.
 - 2. Instructions to Contractors.
 - 3. Change Orders.
 - 4. Field Orders.

9.2 The documents listed in paragraph 9.1 are attached to this Agreement (except as expressly noted otherwise above).

9.3 There are no Contract Documents other than those listed above in this Article 9.

9.4 The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.2 *Assignment of Contract.* Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns.* Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certification.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 *Other Provisions.* Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner is the party that has furnished said General Conditions, and has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No. _____
(Where applicable)

END OF DOCUMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK’S CERTIFICATE

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

RESOLUTION 18-42

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CONTRACT NO. 6 ENTITLED “MGNWC INTERMEDIATE PUMP STATION, WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT” BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND _____ . FOR THE MGNWC WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 22nd day of March, at which meeting a quorum was present. I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of March.

John Pietron, Clerk
Morton Grove-Niles Water Commission

RESOLUTION 18-43

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CONTRACT NO. 10 ENTITLED
"NORTH SHORE CHANNEL TRANSMISSION MAIN CROSSING, WATER TRANSMISSION MAIN AND
FACILITY IMPROVEMENTS PROJECT" BETWEEN THE MORTON GROVE-NILES WATER COMMISSION
AND _____. FOR THE MGNWC WATER TRANSMISSION MAIN AND FACILITY
IMPROVEMENTS PROJECT**

WHEREAS, the Morton Grove Niles Water Commission, located in Cook County, Illinois ("MGNWC"), has been established to operate a public water supply system (the "System") by an intergovernmental agreement adopted by the Village of Morton Grove and the Village of Niles pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the MGNWC further operates in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution;

WHEREAS, the MGNWC Board of Commissioners has determined that it is advisable, necessary and in the best of the MGNWC to acquire property and construct water transmission mains and facility improvements including new water main lines, pump stations and a water storage standpipe, and to rehabilitate certain existing water main lines to construct and operate a public water supply system that connects the Villages of Morton Grove and Niles to the MGNWC's future water supplier, the city of Evanston ("the MGNWC Water Transmission Main and Facility Improvements Project" or the "Project"); and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$96,200,000.00; and

WHEREAS, on February 28, 2018 and March 1, 2018 the MGNWC posted its Advertisement for Bids for Contract No. 10, entitled "North Shore Channel Transmission Main Crossing, Water Transmission Main and Facility Improvements Project" for construction of approximately 1200 lineal feet of 24-inch ductile iron transmission main across McCormick Boulevard and the North Shore Channel in the Village of Skokie and City of Evanston, Illinois, and on March 22, 2018, the MGNWC received and opened bids for Contract No. 10; and

WHEREAS, the Project Engineer, Stanley Consultants, Inc. reviewed the bids and has tentatively recommended awarding Contract No. 10 to the apparent lowest responsive and responsible bidder _____ for the contract amount of \$ _____, subject to verification that _____ is a duly registered contractor in the State of Illinois and possess the personnel, experience, expertise, and equipment to complete Contract No. 10 and

WHEREAS, the MGNWC Board and _____, Inc. have agreed to the terms of Contract No. 10. attached hereto as **Exhibit A**; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to enter into Contract No. 10 pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*),

and find that entering into Contract No. 10 is in the best interests of MGNWC, the Village of Morton Grove and the Village of Niles.

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

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

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the approval of the economic terms and the attached form of Contract No. 10, entitled “North Shore Channel Transmission Main Crossing, Water Transmission Main and Facility Improvements Project” between the MGNWC and _____, (the “Agreement”) for the purposes set forth in the Agreement, attached hereto as **Exhibit A**, subject to verification that _____ is a duly registered contractor in the State of Illinois and possess the personnel, experience, expertise, and equipment to complete Contract No. 10. The MGNWC Board authorize and direct the Chair, or his/her designee, and the Clerk to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC’S obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 22nd day of March, pursuant to a roll call vote as follows:

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

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 22nd day of March, and approved by the Chair, and attested by the Clerk on the same day.

Steven Vinezeano, Chair

ATTEST:

John Pietron, Clerk

Exhibit A

CONTRACT NO. 10
“NORTH SHORE CHANNEL TRANSMISSION MAIN CROSSING,
WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT”
(attached)

THIS AGREEMENT is by and between the Morton Grove – Niles Water Commission (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Contract 10: Construction of approximately 1200 lineal feet of 24-inch ductile iron transmission main across McCormick Boulevard and the North Shore Channel. Includes approximately 120 feet of boring and jacking of 36-inch minimum steel casing pipe, horizontal direction drilling of a total of 737 feet of 24-inch ductile iron water main, and installation and testing of water main pipe, fittings, and appurtenances.

ARTICLE 2 - THE PROJECT

2.1 The Project for which Work under the Contract Documents may be the whole or only a part is generally described as MGNWC Water Transmission Main and Facility Improvements Project.

ARTICLE 3 - ENGINEER

3.1 The Project has been designed by Stanley Consultants, Inc. and its subconsultants.

3.2 The Owner has retained Stanley Consultants, Inc. (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 *Time of the Essence.* All time limits for Milestones, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Durations.*

- A. Milestone No.1: Complete installation of pipeline under McCormack Boulevard by boring and jacking within 90 days of the Notice to Proceed.
- B. Milestone No.2: Complete installation of pipeline under channel, make necessary connections, and pressure test entire pipeline within 120 days of the Notice to Proceed.
- C. Substantial Completion: The Work will be substantially completed and ready to transport potable water 130 days of the Notice to Proceed.
- D. Final Completion: Complete all aspects of the Work and be ready for final payment in accordance with paragraph 15.06 of the General Conditions within 180 days of the Notice to Proceed.

4.3 *Liquidated Damages.* Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- A. Milestone No. 1: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2 above for Milestone No. 1 until the Work reaches that milestone.
- B. Milestone No. 2: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2 above for Milestone No. 2 until the Work reaches that milestone.

- C. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete.
- D. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
- E. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and Final Completion are additive and will be imposed concurrently.
- F. Specific work restriction dates to pavement restoration, as defined in the current edition of the Standard Specifications for Road and Bridge Construction, will be considered by the Owner if a pavement restoration milestone is not met.

4.4 *Special Damages.* In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

4.5 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Document 00 43 22 - Unit Price Schedule, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments.* Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 2. 50% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts set off by Owner pursuant to paragraph 15.01. E. of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

6.4 *Pre-Procured Materials.* The Owner will directly pay the supplier for Pre-Procured Materials delivered to the Site inclusive of suppliers' delivery costs.

ARTICLE 7 - INTEREST

7.1 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

ARTICLE 9 - CONTRACT DOCUMENTS

9.1 *Contents:* The Contract Documents consist of the following:

- A. This Agreement (pages 1 to , inclusive).
- B. Performance Bond (pages 1 to 3, inclusive).
- C. Payment Bond (pages 1 to 3, inclusive).
- D. General Conditions (pages 1 to 38, inclusive).
- E. Supplementary Conditions (pages 1 to , inclusive).
- F. Specifications as listed in Project Manual table of contents.
- G. Drawings as listed on the Drawing List.
- H. Addenda numbers to , inclusive.
- I. Exhibits to this Agreement (enumerated as follows):
 - 1. Document 00 43 22 - Unit Price Schedule (pages to , inclusive) marked Exhibit ..
- J. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Notice to Proceed.
 - 2. Instructions to Contractors.
 - 3. Change Orders.
 - 4. Field Orders.

9.2 The documents listed in paragraph 9.1 are attached to this Agreement (except as expressly noted otherwise above).

9.3 There are no Contract Documents other than those listed above in this Article 9.

9.4 The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.2 *Assignment of Contract.* Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns.* Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certification.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 *Other Provisions.* Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner is the party that has furnished said General Conditions, and has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

10.7 *Pre-procured Materials.* Contractor is not responsible for project delays caused by failure of pipe, fittings, and valve suppliers to deliver pre-procured products as needed for the timely completion of the Work unless Contractor fails to provide adequate notice of delivery requirements to the suppliers as stipulated by the suppliers prior to the start of the Work.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No. _____

(Where applicable)

END OF DOCUMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK’S CERTIFICATE

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

RESOLUTION 18-43

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CONTRACT NO. 10 ENTITLED “NORTH SHORE CHANNEL TRANSMISSION MAIN CROSSING, WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT” BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND _____ . FOR THE MGNWC WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 22nd day of March, at which meeting a quorum was present. I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of March.

John Pietron, Clerk
Morton Grove-Niles Water Commission