

**MEETING NOTICE AND AGENDA  
FOR THE SPECIAL MEETING OF THE MORTON GROVE-NILES WATER COMMISSION (MGNWC)  
TO BE HELD ON FRIDAY, APRIL 27, 2018 AT 9:30 AM  
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, March 22, 2018
- V. Approval of Warrants
  - a. 2018-4: \$647,912.86
- VI. New Business
  - a. **Resolution 18-44:** Authorizing the Approval and Execution of Change Orders for Construction Contracts for the Morton Grove Niles Water Commission Water Transmission Main and Facility Improvements Project
  - b. **Resolution 18-45:** Authorizing the Approval and Execution of a Professional Service Agreement Between the Morton Grove-Niles Water Commission and True North Consultants Inc. For Demolition and Asbestos Abatement Consulting Services at 2525 Church Street, Evanston, Illinois
  - c. **Resolution 18-46:** Authorizing the Approval and Execution of an Agreement for Demolition and Asbestos Abatement and Removal Services for Structures Located at 2525 Church Evanston, Illinois
  - d. **Resolution 18-47:** Authorizing the Approval and Execution of a Professional Service Agreement Between the Morton Grove-Niles Water Commission and True North Consultants Inc. to Prepare A Baseline Study Required by the MWRD for the MGNWC Easement Premises located in Skokie and Evanston, Illinois
- VII. Old Business - None
- VIII. Superintendent's Report
  - a. Construction Update
  - b. Financial Report for March 2018
- 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, MARCH 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. Regular Meeting, February 22, 2018
  - b. Special Meeting, February 26, 2018
  - c. Special Meeting, March 1, 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 22, 2018, February 26, 2018, March 1, 2018.

- V. APPROVAL OF WARRANTS – Warrants Dated March 22, 2018 (\$67,872.22).

Superintendent Balling stated that these warrants will be drawn down now from the bond in MB Financial.

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Warrant dated March 22, 2018.

- 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.  

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution 18-41.
  - 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. Superintendent Bill Balling stated that this was a bid opened today. There were two bids for the project and the low bid is qualified and has the recommendation of Stanley Thomas to approve.

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution 18-42.

- 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 .

Superintendent Bill Balling stated that this was a bid opened today. There were three bids for the project and the low bid is qualified and has the recommendation of Stanley Thomas to approve.

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution 18-43.

VII. OLD BUSINESS – NONE

VIII. SUPERINTENDENT’S REPORT

- a. Report that the Village Managers will be meeting weekly starting April 5, 2018 to watch construction of project. These village manager briefings will last until a date determined in the future. The meetings will start at the Howard office at 2:00 p.m.

IX. PUBLIC COMMENT – NONE

X. ADJOURNMENT - Commissioners approved unanimously 2-0 to adjourn at 3:15 p.m.

**WARRANT 2018-04**  
**April 27, 2018 meeting**

1. Chicago Title and Trust # 1074819 Easement 6021 Monroe,8210 Austin	\$ 26,100.00
2. Chicago Tribune Feb 01 and Feb 21 2018 publications	\$ 4,333.09
3. Cook County Forest Preserve District Line maintenance permit Contract #4	\$ 9,509.79
4. Journal and Topics Newspapers April 11, 2018 publication- Demo	\$ 224.94
5. Klein Thorpe Jenkins( February 2018 services)	\$ 7,029.54
6. Menard, Inc. 6301 Oakton Easement charge due July 1, 2018	\$ 180,000.00
7. Monroe Court Venture LLC 6115-6211 Easement Due 5 days prior to work	\$ 96,060.00
8. Stanley Consultants Invoice #8 for services through Jan 27, 2018	\$ 232,180.96
9. TPB Professional consulting ( Website Management)	\$ 90.00
10. True North Consultants 7900 Nagle work Dec 2017 Invoice	\$ 13,125.00
11. WRB,LLC Management Services March 2018 Services	\$ 22,533.00
12. Zabinski Consulting Services ( Feb March services)	\$ 1,885.00
13. CONFIRMING: Comcast utility relocate 7900 Nagle	\$ 7,935.67
14. CONFIRMING: ComEd Transformer placement 7900 Nagle	\$ 7,475.87
15. CONFIRMING: Cook County Treasurer Tax 7900 Nagle	\$ 16,430.00
16. CONFIRMING: Loan Oak LLC Easement 6801 Jarvis	\$ 23,000.00

**TOTAL Warrant 2018-04: \$ 647,912.86**

Approved \_\_\_\_\_ Date: \_\_\_\_\_



**Utility Easement Agreement**

Property Address: 8210 Austin Avenue  
Morton Grove, Illinois  
PINs: 10-20-301-022 and 10-20-301-033

*This Agreement was prepared by and upon recording should be returned to:*

Teresa Hoffman Liston  
Corporation Counsel, Village of Morton Grove  
6101 Capulina Avenue, Morton Grove, Illinois 60053  
CCRD Box # \_\_\_\_\_

**UTILITY EASEMENT AGREEMENT**

This Utility Easement Agreement ("Agreement") is entered into this 12 day of Feb, 2018 between CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, hereinafter referred to as "Property Owner," the Village of Morton Grove, hereinafter referred to as "Village," and the Morton Grove Niles Water Commission, hereinafter referred to as "MGNWC," collectively referred to herein with the Village as "Utility," for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of "Utilities," as further defined in this Agreement, within the "Easement Area," defined in Recital A. below, pursuant to the terms and conditions set forth in this Agreement.

**RECITALS**

A. The Property Owner is the sole owner of real property with a common address of 8210 Austin Avenue (Parcel 1 and Parcel 2), located in Morton Grove, Illinois and legally described as follows:

Parcel 1: The South 298.73 feet (measured perpendicularly) of the West 223 feet (measured perpendicularly) of the East 256 feet of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies East of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in Cook County, Illinois.  
Property Index Number (PIN): 10-20-301-022.

Parcel 2: That part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies East of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad, lying East of a line drawn North from a point on the South line 490.40 feet west of the Southeast corner, as measured on said South line, to a point on the North line, being 496.35 feet West of the Northeast corner as measured on the North line thereof; (excepting therefrom the south 298.73 feet, measure perpendicularly, of the West 223 feet, of the East 256 feet, measured perpendicularly, thereof) and also (excepting therefrom the East 33 feet thereof deeded to the Village of Morton Grove), in Cook County, Illinois.  
Property Index Number (PIN): 10-20-301-033.

These two parcels are hereinafter referred to as the "Property Owner's Property."

The Utility proposes to install, place, replace, construct, reconstruct, maintain, rehabilitate, operate and/or repair underground utilities of any kind, including, but not limited to, a water transmission main and related water service lines, valves, meters, vaults, buffalo boxes, communication wires, cables and related conduit, fiber lines and related conduit, and any other related personal property, infrastructure and equipment (the "Utilities") over, under, in, along, across and upon a portion of the Property Owner's Property, known as the Permanent Easement Area, and legally described as follows:

**Permanent Easement Area 1: 8210 Austin Avenue  
Affects PIN 10-20-301-022 (Parcel 1)**

The South 25 feet of the South 298.73 feet (measured perpendicularly) of the West 223 feet (measured perpendicularly) of the East 256 feet (measured perpendicularly) of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies east of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 1".

**Permanent Easement Area 2: 8210 Austin Avenue  
Affects PIN 10-20-301-033 (Parcel 2)**

The South 25 feet of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies East of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, lying East of a line drawn North from a point on the South line 490.40 feet West of the Southeast corner, as measured on said South line, to a point on the North line, being 496.35 feet West of the Northeast corner as measured on the North line thereof (excepting therefrom the South 298.73 feet, measured perpendicularly, of the West 223 feet of the East 256 feet, measured perpendicularly, thereof) and also (excepting therefrom the East 33 feet thereof deeded to the Village of Morton Grove) in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 2".

Permanent Easement Area 1 and Permanent Easement Area 2 are collectively referred to as the "Permanent Easement Area".

**Temporary Easement Area 1: 8210 Austin Avenue  
Affects PIN 10-20-301-022 (Parcel 1)**

The North 5 feet of the South 30 feet of the South 298.73 feet (measured perpendicularly) of the West 223 feet (measured perpendicularly) of the East 256 feet (measured perpendicularly) of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies east of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in Cook County, Illinois, hereinafter referred to as "Temporary Easement Area 1".

**Temporary Easement Area 2: 8210 Austin Avenue  
Affects PIN 10-20-301-033 (Parcel 2)**

The North 5 feet of the South 30 feet of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies East of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, lying

East of a line drawn North from a point on the South line 490.40 feet West of the Southeast corner, as measured on said South line, to a point on the North line, being 496.35 feet West of the Northeast corner as measured on the North line thereof (excepting therefrom the South 298.73 feet, measured perpendicularly of the West 223 feet of the East 256 feet, measured perpendicularly, thereof) and also (excepting therefrom the East 33 feet thereof deeded to the Village of Morton Grove) in Cook County, Illinois (excepting that part thereof lying within the limits of the foundation of any permanent building existing as of July 24, 2017), hereinafter referred to as "Temporary Easement Area 2".

Permanent Easement Area 1 and Temporary Easement Area 1 are depicted in Exhibit "B". Permanent Easement Area 2 and Temporary Easement Area 2 are depicted in Exhibit "C".

Temporary Easement Area 1 and Temporary Easement Area 2 are collectively referred to as the "Temporary Easement Area".

Permanent Easement Area 1, Permanent Easement Area 2, Temporary Easement Area 1 and Temporary Easement Area 2 are collectively referred to as the "Easement Area".

- B. The Property Owner agrees to grant to the Utility a permanent, perpetual, non-exclusive easement within the Permanent Easement Area for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities pursuant to the terms of this Agreement, and the Utility, in consideration of the grant of said easement rights, agrees to make certain improvements on the Property Owner's Property as set forth on Exhibit A attached hereto (the "Improvements") and/or pay to the Property Owner such other monetary compensation as further described in this Agreement.
- C. The Property Owner agrees to grant to the Utility a temporary, non-exclusive easement within the Temporary Easement Area to facilitate the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Permanent Easement Area pursuant to the terms of this Agreement, and the Utility, in consideration of said grant of said easement rights, agrees to make the improvements on the Property Owner's Property and/or pay to the Property Owner such other monetary compensation as further described in this Agreement.
- D. The Property Owner represents and warrants to the Utility, as a material inducement for the Utility entering into this Agreement, that the Property Owner has the full and unconditional authority to enter into this Agreement.

In consideration for the obligations and rights set forth in this Agreement, the Utility and the Property Owner agree as follows:

#### **EASEMENT TERMS**

##### **1. Term.**

- A. The term of the Permanent Easement within the Permanent Easement Area shall be perpetual, and shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate only upon mutual written consent of the Parties or their successors and assigns.

- B. The term of the Temporary Easement within the Temporary Easement Area shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate and be of no further force and effect on the date of the completion of the construction and installation of the Utilities and the Improvements as defined hereafter or on December 1, 2018 whichever is sooner (the "Temporary Easement Period"). Construction will occur in 2 phases, each to last no longer than 21 calendar days. There may be a gap between the completion of Phase 1 and the start of Phase 2. The Utility shall give the Property Owner at least 2 weeks advance notice before the start of each phase of construction. The Utility shall cooperate with the Property Owner to provide access to the parking areas during construction. The Utility may extend the Temporary Easement Period on a month-to-month basis by paying Property Owner One Thousand and No/100 Dollars (\$1,000.00) per month for each month that Utility needs in which to finish the construction and installation of the Utilities and Improvements as set forth herein; provided that in no event shall Utility have the right to extend the Easement Period for more than five (5) one-month periods without Property Owner's written consent, which may be granted or withheld in Property Owner's sole discretion.

## 2. Grant of Easements.

- A. Permanent Easement Area: The Property Owner, for him/herself/itself and his/her/its successors and assigns, conveys and grants to the Utility, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area of the Property Owner's Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Permanent Easement Area. This Permanent Easement and other rights conferred to the Utility by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Permanent Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Property Owner to the Utility, the Parties further agree as follows:
- a. All rights, title and interest in and to the Permanent Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Utility are reserved to the Property Owner, provided, however, that the Property Owner shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Utility's reasonable determination may cause, contribute or lead to damage to or interference with the Utilities placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Permanent Easement Area in any way which would unreasonably or materially increase the costs to the Utility of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities. If any of the Utilities within the Permanent Easement Area or the Utility's other improvements or personal property are removed or damaged by the Property Owner or its officials, employees, agents and contractor(s) or other invitees or permittees of the Property Owner, the Property Owner, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Utilities or other improvements or personal property to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
  - b. If the Property Owner's improvements within the Permanent Easement Area or elsewhere

within the Property Owner's Property are removed or damaged by the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees of the Utility in exercising its easement rights, the Utility, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.

B. Temporary Easement Area: The Property Owner, for him/herself/itself and his/her/its successors and assigns, conveys and grants to the Utility, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, across and upon the Temporary Easement Area of the Property Owner's Property for the purpose of facilitating the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Temporary Easement Area. This Temporary Easement and other rights conferred to the Utility by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns solely for the duration of the Temporary Easement as set forth herein. In regard to the Temporary Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Property Owner to the Utility, the Parties further agree as follows:

- a. All rights, title and interest in and to the Temporary Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Utility are reserved to the Property Owner, provided, however, during the duration of the Temporary Easement as set forth herein, that the Property Owner shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Utility's reasonable determination may cause, contribute or lead to interference with the Utility's work in the Temporary Easement Area with respect to the installation of the Utilities placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Temporary Easement Area during the duration of the Temporary Easement in any way which would unreasonably or materially increase the costs to the Utility of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities. If any of the Utilities within the Temporary Easement Area or the Utility's other improvements or personal property are removed or damaged by the Property Owner or its officials, employees, agents and contractor(s) or other invitees or permittees of the Property Owner, the Property Owner, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Utilities or other improvements or personal property of the Utility to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
- b. If the Property Owner's improvements within the Temporary Easement Area or elsewhere within the Property Owner's Property are removed or damaged by the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees of the Utility in exercising its easement rights, the Utility, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.

C. Access to Easement Area: The Utility, and its officials, employees, agents and contractor(s) and any governmental or regulatory agency personnel with oversight authority of the Utility or the Utilities, shall be permitted to access and travel with their equipment upon and over the driveway currently located on the Property Owner's Property to access the Permanent Easement Area and the



Temporary Easement Area during its duration and existence on an as-needed basis for purposes of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities.

- D. Obligations for Own Improvements: Each Party shall be responsible for maintaining, repairing and insuring its own improvements located within the Easement Area.
3. **Improvements to Property Owner's Property or Payment by the Utility.** On or before December 1, 2018, the Utility, at its sole expense agrees to make certain improvements to the Property Owner's Property and/or provide certain monetary compensation as fully described in Exhibit "A", a copy which is attached hereto and made a part hereof. Except as specifically provided in this Agreement, the Utility shall have no obligation to improve, maintain, replace or repair the Property Owner's Property, and shall not be liable to the Property Owner or others for any claim arising out of the use or maintenance of the Easement Area or the Property Owner's Property. Except as specifically provided in this Agreement, the Utility shall have no other obligation to the Property Owner.
4. **Utility's Use of Easement Area.** The following general conditions shall apply to Utility's use of the Easement Area:
- A. The Utility, at its own expense, shall procure and maintain, prior to entry upon the Property Owner's Property, all licenses, consents, permits, authorizations and other approvals required from any federal, state, county or local governmental authority or any regulatory agency with oversight authority in connection with the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Easement Area and the Utilities, and the Utility shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Area, the Utilities or the Utility's operations. The Property Owner may, from time to time, request reasonable evidence that all such governmental or regulatory approvals have been obtained by the Utility and are in full force and effect. In no event shall the Utility seek any governmental or regulatory approvals that may affect in any way the Property Owner's operations, including without limitation any zoning approvals, without in each instance obtaining the Property Owner's prior written consent, which consent may be granted or withheld in the Property Owner's sole discretion.
  - B. Except as specifically provided in this Agreement, the Utility's use of the Easement Area shall be conducted in a manner that does not conflict or interfere with the use of Property Owner's Property including the flow of pedestrian and vehicular traffic. Utility shall perform such installation, maintenance, repair, operation, and replacement of the Utilities as set forth herein as expeditiously as possible.
  - C. The Utility agrees to not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be filed or asserted against the Easement Area or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees. In the event any such lien or claim for lien is issued or filed against title to the Property Owner's Property, the Utility will immediately remedy and obtain a release of the lien or claim.
  - D. The Utility agrees to cooperate with the Property Owner's reasonable efforts, if any, to cause the Permanent Easement Area, or any portion thereof, to be exempted from the payment of real estate

taxes, to the extent that it is possible, under applicable law, including the execution and delivery of all documents, instruments, petitions and applications prepared by the Property Owner, at its cost, in this regard.

- E. In the event the surface of the Easement Area is disturbed by the Utility's exercise of any of its easement rights under this Agreement, such area shall promptly be restored to its original, existing condition immediately prior to the commencement of such activities and shall clean all the grounds of all rubbish, excess material, temporary structures, and equipment.
  - F. Property Owner hereby reserves the right (a) to locate other utilities in the Easement Area subject to the approval of Utility, which approval shall not be unreasonably withheld or delayed and (b) to use the surface area of the aforesaid Easement Area for any purpose whatsoever so long as such use does not substantially interfere with Utility's right to maintain, repair and replace the Utilities as necessary in Utility's reasonable discretion (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping (except as otherwise set forth herein) shall be deemed not to substantially interfere with Utility's rights hereunder).
  - G. Utility shall not use the Easement Area for any purpose other than the purposes permitted under the provisions of this Agreement.
  - H. The Utility shall warrant and guarantee that all materials and labor performed on Property Owner's Property by the Utility and its agents and contractors, including the Improvements (the "Work") will not be defective. Such warranty and guarantee shall terminate for landscape Work one year after the Work is completed, and two years after the Work is completed for all other Work. The warranty and guarantee shall not apply to defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than the Utility or its agents and contractors; or normal wear and tear under normal usage.
5. **Indemnification.** The Parties agree as follows:
- A. The Utility agrees to indemnify and hold harmless the Property Owner and its officials, employees, agents, volunteers, attorneys, contractor(s), invitees or permittees, successors and assigns (collectively the "Property Owner Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative / litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Utility's use of the Property Owner's Property, or relating to the Utilities within the Easement Area except for those attributable to the Property Owner's or the Property Owner's Affiliates' accidental or intentional obstruction, damage or destruction of the Utilities, the negligence or improper act of the Property Owner or Property Owner's Affiliates, or the Property Owner's default or violation of this Agreement. Any entry onto the Property Owner's property by the Utility, or its appointed or elected officials, employees, agents, volunteers, attorneys, contractor(s), invitees, permittees, successors and assigns shall be at such person's sole risk, and the Property Owner makes no representations or warranties of any kind whatsoever regarding the Property Owner's Property or the condition of the Property Owner's Property (including, without limitation, the environmental condition thereof).
  - B. The Property Owner agrees to indemnify and hold harmless the Utility and its elected and appointed officials, employees, agents, volunteers, attorneys, contractor(s), invitees, permittees, successors and



assigns (collectively the "Utility Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative / litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Property Owner's use of the Easement Area, except for those attributable to the Utility's or the Utility Affiliates' accidental or intentional obstruction, damage or destruction of the Utilities, the negligence or improper act of the Utility or the Utility Affiliates, or the Utility's default or violation of this Agreement.

6. **Insurance.** The Property Owner and the Utility each agree to procure and maintain and to require their contractors, before commencing any work within the Easement Area or within the Property Owner's Property, to purchase and maintain a policy or policies of insurance, as follows:
  - A. **Commercial General Liability (CGL)** covering all contractors, subcontractors and all their subcontractors, with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence covering liability for bodily injury and property. The Property Owner and Property Owner Affiliates shall be added as Additional Insureds on the Utility's CGL policy, and the Utility and the Utility Affiliates shall be added as Additional Insureds on the Property Owner's CGL policy.
  - B. **Automobile Liability** in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.
  - C. **Workers' Compensation Insurance with Illinois statutory limits.**
7. **Assignment.** This Agreement, and the rights and obligations of the Parties set forth in this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors, personal representatives and assigns, and the owners of the Property Owner's Property, from time to time; provided, however, that the Utility may assign all or any portion of its right, title, interest or obligation in this Agreement to the Village of Morton Grove, the Village of Niles, the Morton Grove-Niles Water Commission, or its successor entity, or to any municipal joint action water agency.
8. **Entire Agreement.** The terms, exhibits and addenda, if any, herein contain the entire agreement between the Property Owner and the Utility regarding the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.
9. **Counterparts.** This Agreement may be executed in counterpart by the parties. Each such counterpart shall be deemed an original and, when taken together, shall constitute a single instrument.

[Signature pages to follow.]

**This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819

Village of Morton Grove

*Susan L. Ghelardier*  
By: Susan L. Ghelardier  
Its TRUST OFFICER  
Dated: 2-12-2018

By \_\_\_\_\_  
Ralph E. Czerwinski  
Village Administrator

Dated: \_\_\_\_\_



Morton Grove-Niles Water Commission

By: \_\_\_\_\_  
Steven C. Vinezeano, its Chairperson

Dated: \_\_\_\_\_

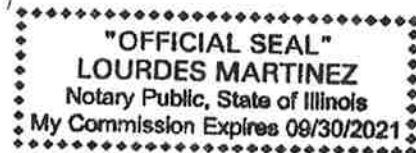
STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Trust Officer, personally known to me to be the Susan Ghelardier of CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Trust Officer, appeared before me this day in person and severally acknowledged that, as such Trust Officer, he/she signed and delivered the signed Agreement, pursuant to authority given by CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, as his/her free and voluntary act, and as the free and voluntary act and deed of CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12th day of February, 2018.

*Loures Martinez*  
Notary Public



STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Steven C. Vinezeano, personally known to me to be the Chairperson of the Morton Grove-Niles Water Commission, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Chairperson, appeared before me this day in person and severally acknowledged that, as such Chairperson, he signed and delivered the signed Agreement, pursuant to authority given by the Morton Grove-Niles Water Commission, as his free and voluntary act, and as the free and voluntary act and deed of the Morton Grove-Niles Water Commission, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Ralph E. Czerwinski, personally known to me to be the Village Administrator of the Village of Morton Grove, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Village Administrator, appeared before me this day in person and severally acknowledged that, as such Village Administrator, he signed and delivered the signed Agreement, pursuant to authority given by the Village of Morton Grove, as his free and voluntary act, and as the free and voluntary act and deed of the Village of Morton Grove, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Utility Improvements to Property Owner's Property and  
Payment to the Property Owner  
CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE  
UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819  
8210 Austin Avenue, Morton Grove, Illinois  
PINS: 10-20-301-022 and 10-20-301-033**

The Utility shall compensate the Property Owner as follows:

1. The Utility at its sole expense and discretion, shall complete the following improvements to the Property Owner's Property on or before December 31, 2018:
  - Replace approximately 1,400 square yards of bituminous pavement south of the building with 4.5-inch thick new bituminous pavement; provide paint striping for the portion of the lot that is replaced with an allowance of \$3,000.00 for the striping work.
  - Improve drainage of the lot as a part of this work including the installation of two 24-inch diameter inlets and 300 feet of 15-inch RCP storm sewer pipe.
  - Replace turf in disturbed grass area. Provide a tree allowance of \$2,000.00 for the replacement of four (4) trees.

**THE UTILITY AND THE PROPERTY OWNER STIPULATE THAT THE FAIR MARKET VALUE OF THESE IMPROVEMENTS IS \$42,000.00**

2. In addition to the completion of the improvements described in Paragraph 1 above, the Utility shall pay the Property Owner the sum of \$26,100 in good funds on or before December 31, 2018.

**THEREFORE, THE TOTAL COMPENSATION PAID BY THE UTILITY TO THE PROPERTY OWNER STIPULATE IS \$68,100.00**

**EXHIBIT "B"**

**Exhibit of Permanent Easement Area 1 and Temporary Easement Area 1  
PIN: 10-20-301-022**

# EXHIBIT

of

**PERMANENT EASEMENT**

THE SOUTH 26 FEET OF THE SOUTH 30 FEET (MEASURED PERPENDICULARLY) OF THE WEST 233 FEET (MEASURED PERPENDICULARLY) OF THE EAST 266 FEET (MEASURED PERPENDICULARLY) OF THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE FRONT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

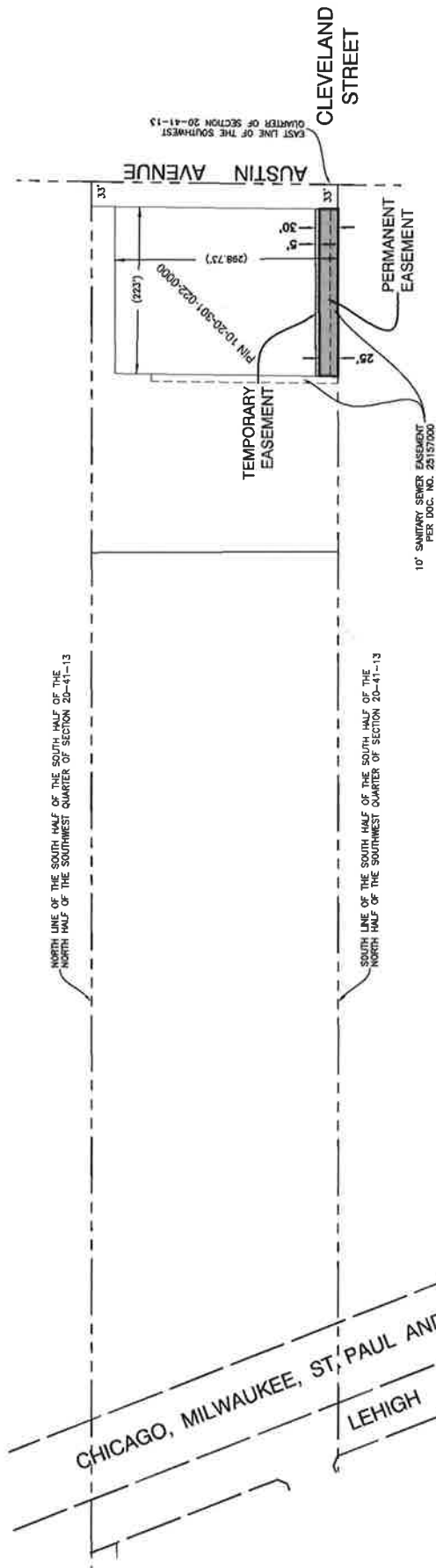
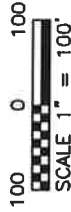
**TEMPORARY EASEMENT**

THE NORTH 5 FEET OF THE SOUTH 30 FEET OF THE SOUTH 30 FEET (MEASURED PERPENDICULARLY) OF THE WEST 233 FEET (MEASURED PERPENDICULARLY) OF THE EAST 266 FEET (MEASURED PERPENDICULARLY) OF THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE FRONT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

AFFECTS PIN 10-20-301-022-000

PERMANENT EASEMENT AREA = 5,978 SQUARE FEET

TEMPORARY EASEMENT AREA = 1,115 SQUARE FEET



17-R0442

**ROBINSON ENGINEERING, LTD.**  
 CONSULTING REGISTERED PROFESSIONAL ENGINEERS  
 17000 SOUTH PARK AVENUE, SOUTH HOLLAND, ILLINOIS 60473  
 (708) 351-6700 © COPYRIGHT 2017 FAX (708) 351-3822  
 ILLINOIS LICENSE #201-REGISTRATION NO. 14460713E

No.	Date	Remarks
1	8-9-17	ISSUED FOR RECORD
2	8-25-17	REVISION FOR PUBLIC
3	9-12-17	ISSUED FOR RECORD

FOR:

100.0X1' Denotes measured bearing/dimension or bearing/dimension computed from measured bearing/dimension.

(100.0X1') Denotes record bearing/dimension or bearing/dimension computed from record bearing/dimension.

Drawn by: B.K.L. Date: 7-26-17  
 Checked by: R.E.G./B.K.L. Scale: 1" = 100'  
 Sheet 1 of 1 Project No. 17-R0442

**EXHIBIT "C"**

**Exhibit of Permanent Easement Area 2 and Temporary Easement Area 2  
PIN: 10-20-301-033**





**PROPERTY OWNER CONSENT FOR  
MORTON GROVE-NILES WATER COMMISSION ("MGNWC") TO ACQUIRE  
A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT UTILITY EASEMENT FOR THE PROJECT**

**Morton Grove-Niles Water Commission ("MGNWC")  
Water Transmission Main Line Project  
IEPA Loan Project Number L175513**

**Project: Land Acquisition and Construction of New Water Main Lines, Two (2) Pump Stations and a Water Storage Standpipe, and Rehabilitation of Certain Existing Water Main Lines to Connect the Villages of Morton Grove and Niles to the MGNWC's Future Water Supplier, the City of Evanston**

**Address: 8210 Austin Avenue, Morton Grove, IL, 60053 PIN: 10-20-301-022 and 10-20-301-033  
See Legal Description in the Attached Utility Easement Agreement**

I, \_\_\_\_\_, the undersigned, state and certify as follows:

- A. I am authorized to sign this Property Owner Consent on behalf of the below listed fee simple owner(s) of the Real Property.
- B. The fee simple owner(s) of Real Property located at 8210 Austin Avenue, Morton Grove, IL, 60053 (the "Property") is CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819 (the "Property Owner").
- C. The Property Owner understands his/her/their/its rights under the federal Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (42 USC 4601 *et seq.*) (the "Act") relating to payment of certain financial compensation by the Morton Grove-Niles Water Commission to the Property Owner in consideration of the Property Owner's approval and execution of the Utility Easement Agreement that grants a temporary construction easement(s) and a permanent easement(s) to be filed against title to the Real Property to allow the Morton Grove-Niles Water Commission to install and operate a water main transmission line and related infrastructure on the Real Property as part of the completion of the Project.
- D. The purpose of the Act is to require units of local government to pay fair market value to property owners when units of local government desire to acquire fee simple title to or easement rights in privately owned real property.
- E. When seeking to acquire ownership of or easement rights in private real property, units of local government are required to participate in a time-consuming land acquisition process with the property owner that requires two (2) levels of appraisal review before a decision is made that results in either a mutually agreed upon acquisition of fee simple title or securing easement rights in private property, or the unit of local government is forced to consider acquiring the real property via an eminent domain action. There is an exception to the Act's two (2) level appraisal review and land acquisition process, which involves the unit of

local government and the private property owner reaching a mutually agreeable fair market value for the acquisition of fee simple title in or securing easement rights in private property without the threat of use of an eminent domain action ("Exception #1" under the Act; 49 CFR 24.101(b)(1)).

- F. The Morton Grove-Niles Water Commission has acquired the easement rights in the Real Property through negotiations which resulted in an amicable agreement.
- G. The Morton Grove-Niles Water Commission did not acquire the easement rights in the Real Property through eminent domain, condemnation proceedings or the use of coercive actions to induce an agreement. The MGNWC advised that it would not acquire the easement rights in the Real Property through eminent domain or condemnation proceedings because other alternative property options existed to install the Project improvements that did not require any land acquisition.
- H. The Morton Grove-Niles Water Commission advised, in writing, of what it believed to be the market value of the temporary construction easement rights and the permanent easement rights to be granted in the Real Property.
- I. Based on the estimated market value of the temporary construction easement rights and the permanent easement rights in the Real Property, the Morton Grove Water Commission provided adequate consideration for the easement rights acquired in the Real Property.
- J. The Morton Grove-Niles Water Commission has provided a copy of an appraisal (prepared by an MAI Appraiser) verifying the value of the easement rights in the Real Property. The term appraisal means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The appraisal includes:
  - a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property;
  - b. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value;
  - c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction;

- d. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate; and
  - e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
- K. If the value of the easement rights in the Real Property, as determined by any review process of the appraisal, is less than the amount that the Morton Grove-Niles Water Commission paid for the easement rights in the Real Property, the Morton Grove-Niles Water Commission agreed, in writing, to allow the Property Owner to retain the surplus amount.
- L. If the value of the easement rights in the Real Property, as determined by any review process of the appraisal, is more than the amount that the Morton Grove-Niles Water Commission paid for the easement rights in the Real Property, the Morton Grove-Niles Water Commission agreed, in writing, to pay the difference in property valuation within thirty (30) calendar days of the completion of the appraisal review process.
- M. The Morton Grove-Niles Water Commission agree, in writing, to reimburse the Property Owner for all reasonable expenses necessarily incurred for:
- a. Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying or securing the easement rights in the Real Property;
  - b. **(REQUIRED ONLY FOR LAND PURCHASES, NOT EASEMENTS)** Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Real Property; and
  - c. **(REQUIRED ONLY FOR LAND PURCHASES, NOT EASEMENTS)** The pro rata portion of any prepaid real property taxes which are allocable to the period after the MGNWC obtains title to the Real Property or effective possession of it, whichever is earlier.



N. I agree that this Property Owner Consent shall be admissible in evidence in any action in which the terms of this Consent is sought to be enforced.

O. I have signed this Property Owner Consent as my own free and voluntary act.

Signature: Susan L. Gheeler Date: Feb 12, 2018

By: Susan L. Gheeler Chicago Title Land Trust Co. TRUST # 1074819 dtd 5-4-1979  
 Print Name and Title Susan L. Gheeler Trust Officer

Notary Public: [Signature]  
 Date: 2-12-18  
 Commission Expires: \_\_\_\_\_

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trust on account of any warranty, indemnity, representation, covenant, or undertaking or agreement of the Trustee in this instrument.

\*\*\*\*\*  
 "OFFICIAL SEAL"  
 LOURDES MARTINEZ  
 Notary Public, State of Illinois  
 My Commission Expires 09/30/2021  
 \*\*\*\*\*

# CHICAGO TRIBUNE

media group

14839 Collections Center Dr  
Chicago, IL 60693-0148

adbilling@trnc.com  
844-348-2439

## Invoice & Summary

Billed Account Name: Village Of Morton Grove  
 Billed Account Number: CU00058508  
 Invoice Number: 003523954  
 Amount: \$4,589.38  
 Billing Period: 02/01/18 - 02/28/18  
 Due Date: 03/30/18  
**All past due amounts are payable immediately**



# INVOICE/SUMMARY

Page 1 of 2

## Invoice & Summary Details

Date	trnc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				256.29
<b>Current Activity</b>						
02/01/18	CTCM850354	Classified Listings, Online IL Govt Legal Pioneer North 5432532				21.09
		<i>ZBA</i>		<i>02/10/18 - 552130</i>		
02/21/18	CTCM857085	Classified Listings, Online IL Govt Legal Notice CTC 5467429			4,312.00	
		<i>do not pay</i>		<i>go to [unclear]</i>		
		<b>Total Current Advertising</b>				4,333.09
		<i>85398</i>		<i>21.09</i>		
<b>Total:</b>						<b>\$4,589.38</b>

## Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
4,333.09	256.29	0.00	0.00	0.00	0.00



Please detach and return this portion with your payment.

# CHICAGO TRIBUNE

media group

14839 Collections Center Dr  
Chicago, IL 60693-0148

Return Service Requested

## Remittance Section

Billed Period: 02/01/18 - 02/28/18  
 Billed Account Name: Village Of Morton Grove  
 Billed Account Number: CU00058508  
 Invoice Number: 003523954

For questions regarding this billing, or change of address notification, please contact Customer Care:

0217005414 PRESORT 5414 1 AB 0.405 P1022 <B>  
[Barcode]

VILLAGE OF MORTON GROVE  
6101 CAPULINA AVE  
MORTON GROVE IL 60053-2985

*3-7-18*

Chicago Tribune Company  
14839 Collections Center Dr  
Chicago, IL 60693-0148

[Barcode]

0000585080005850801003523954 00433309 00458938 7

# Chicago Tribune

Sold To:  
Village of Morton Grove - CU00058508  
6101 Capulina Ave  
Morton Grove, IL 60053

Bill To:  
Village of Morton Grove - CU00058508  
6101 Capulina Ave  
Morton Grove, IL 60053

Classified Advertising: 5467429  
Purchase Order:

**Certificate of Publication:**

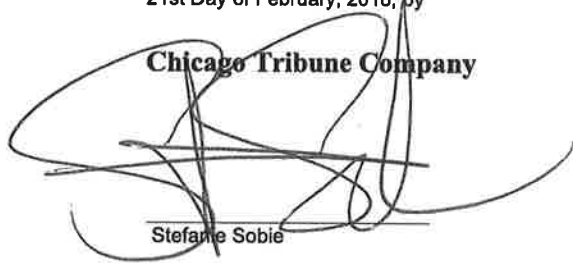
Chicago Tribune Company hereby certifies that it is the publisher of the Chicago Tribune; that the Chicago Tribune is an English language newspaper of general circulation, published daily in the City of Chicago, County of Cook and State of Illinois; that the Chicago Tribune has been so published continuously for more than one year prior to the date of first publication mentioned below and is further a newspaper as defined in Ill. Rev. Stat. Ch. 100, SS 5 & 10; that the undersigned is the duly authorized agent of the Chicago Tribune Company to execute this certificate on its behalf; and that a notice of which the annexed is a true copy was printed and published in said newspaper

On the following days, to-wit: **Feb 21, 2018.**

Executed at Chicago, Illinois on this

21st Day of February, 2018, by

**Chicago Tribune Company**



Stefanie Sobie

# Chicago Tribune

## **MORTON GROVE - NILES WATER COMMISSION COOK COUNTY, ILLINOIS WATER TRANSMISSION FACILITIES -**

### **CONTRACT 10 ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Morton Grove-Niles Water Commission (MGNWC), will receive Bids at The Village of Niles, Village Hall, 1000 Civic Center Drive, Niles, Illinois 60714 until March 22, 2018 at 10 am, local time, for Contract 10 - MGNWC North Shore Channel Transmission Main Crossing, MGNWC Water Transmission Main and Facility Improvements Project at which time Bids will be publicly opened and read aloud.

General summary of Work to be performed:

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 approximately 740 feet of 24-inch ductile iron water main, and installation and testing of water main pipe, fittings, and appurtenances.

Work shall be in accordance with the Bidding Documents, including the Project Manual and Drawings, which are on file at the Issuing Office of the Engineer, Stanley Consultants, Inc., 8501 West Higgins Road, Suite 730, Chicago, Illinois 60631 from Mr. Larry Thomas at thomaslarry@stanleygroup.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 9:00 am and 3:00 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may be obtained from the issuing Office during the hours indicated above. Bidding Documents are available only as portable document format (PDF) files. There is no charge for digital bidding documents. To obtain bidding documents contact the issuing office via email. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No prebid conference will be held.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, and the Consolidated Appropriations Act. 2014.

2-26-18





# Construction Access Permit

Permit # 2018-001, Approved

**Forest Preserve of Cook County**  
 536 N. Harlem Ave.  
 River Forest, IL 60305  
 Phone: (800) 870-3666  
 FAX: (708)-771-1071  
 Email: [fpdcc.rvp@cookcountyil.gov](mailto:fpdcc.rvp@cookcountyil.gov)

**Special Use Permit Staff Contact:**  
 Attn: John Sterenberg  
 Dept. of Planning & Development  
 Forest Preserves of Cook County  
 536 N. Harlem Ave.  
 Chicago, IL 60305  
 Email: [John.Sterenberg@cookcountyil.gov](mailto:John.Sterenberg@cookcountyil.gov)

**FPDCC Staff Contact:** John Sterenberg  
**Customer Org. Name:** Morton Grove Niles Water Commission  
**Customer Contact Name:** William R. Balling  
**Customer Address:** 1000 Civic Center Drive  
**Customer Primary Phone:** 847-863-7101  
**Customer Cell Phone:** \_\_\_\_\_  
**Customer Primary Email:** bill@wrblc.com

PERMIT CHARGES					
Description	Charges	Taxes	Deposits	Total Payments	Balance
Application Fee	\$250.00	N/A	N/A	\$250.00	\$0.00
Security Deposit	\$1,500.00	N/A	\$1,500.00	N/A	\$0.00
Impact Fee	\$9,509.79	N/A	N/A	\$0.00	<b>\$9,509.79</b>
Extension Fee (If Applicable)	N/A	N/A	N/A	N/A	N/A
Fines/Penalties (If Applicable)	N/A	N/A	N/A	N/A	N/A
RESERVATIONS					
Activity/Event	Site/Building Location	Address	Notes		
	See attached drawings/ site specifics designs.				
CIPP water main lining of existing 20-inch water main License No. 952	North Branch Preserves, east of Nordica Ave. from Dobson to Oakton	N/A	Provide 48 Hours notice prior to commencing work. For questions relating to permits call the FPDCC staff contact person listed on this permit.		
DAYS REQUESTED					
Start Date	End Date	Time Begins	Time Ends		
<b>TBD</b>	<b>Not to exceed 60 days</b>	N/A	N/A		



# Construction Access Permit

Permit # 2018-001, Approved

CUSTOM QUESTIONS	
Question	Answer
Short Term & Long Term Impacts on FPDCC Property:	Temporary construction access and excavation for access pits.
Short Term & Long Term Benefits on FPDCC Property:	Improved lifespan of existing water main
List & Describe Equipment To Be Used:	<b>Applicant to provide prior to commencing work</b>
Describe Any Roadway or Other Restrictions Barriers Needed:	Temporary construction fence to enclose all work areas.
Other Requirements or Concerns:	<b>Payment of Impact Fee required prior to commencing work on site</b>
CHECKLIST ITEMS	
Description	Yes or No
Application	Yes
Terms & Conditions	Yes
Insurance or Waivers of Liability	<b>Required prior to commencing work on site</b>



## Construction Access Permit

Permit # 2018-001, Approved

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### SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

#### A. General

1. For purposes of this document, the term "Permittee" shall mean the entity listed as Permittee on the Forest Preserves of Cook County Permit, and include the Permittee's employees, agents, contractors, subcontractors, consultants and the owner.
2. For the purposes of this document, the terms "Work" and "Project" are understood to refer to the work as set out in the Permit.
3. The provisions, terms, conditions and/or limitations set forth in this document apply only to Special Access Permits issued for: Construction, Restoration, Research and Right-of-Entry are supplemental to those detailed in various other Permit documents, which include but are not limited to:
  - a. Access Permit Overview
  - b. Attachment B: Access Permit Insurance Requirements

#### B. Notification

1. Permittee shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party.
2. Notification to the Forest Preserves should be directed to the individual identified on the Permit; otherwise, to Mr. John Sterenberg in Planning and Development at (708) 771-1192.

#### C. Security Deposit, when applicable

1. Permittee shall pay a security deposit in the amount when required. The amount of the security deposit may increase based upon the nature and scope of the work and the duration of the Permit.
2. Following either the expiration of this Permit or receipt of written notification from the Permittee that the work is completed, the Forest Preserves may inspect the area covered by the Permit. If there is no damage to Forest Preserves property and there are no amounts due under this Permit, the security deposit will be refunded in full.
3. The Forest Preserves shall have the right to apply all or a portion of the security deposit to pay for any amounts due to the Forest Preserves from Permittee as a result of violations of this



## Construction Access Permit

Permit # 2018-001, Approved

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Permit or any other Permit issued to Permittee, and may include compensation for damage to Forest Preserves property.

### D. Violations and Fines

1. Failure to abide by these terms and conditions will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages as well as revocation or cancellation of the Permit.
2. Generally, fines are assessed in accordance with Code of the Forest Preserve District of Cook County, available on-line at [www.fpdcc.com](http://www.fpdcc.com).
3. When damage to Forest Preserves property has been documented, the Forest Preserves may assess monetary damages against the Permittee in an amount which represents the estimated cost to the Forest Preserves, as determined by the Forest Preserves, to repair, replace or otherwise remediate the damage. This assessment is in addition to any fines assessed.
4. Permittees with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued Permit extensions or Permits for new work until the outstanding assessments are paid in full.

### E. Sequencing of Work

1. Before any equipment is brought to the site or any work is begun:
  - a. All tree protection fencing must be in place in accordance with Forest Preserve requirements.
  - b. All construction or security fencing and emergency signage must be in place.
  - c. All alternate pedestrian and/or vehicular routes must be established, and the appropriate signage and fencing (where required) must be in place.

See Section K below for specifics on protection of Forest Preserves property.

2. Upon completion of work, all equipment must be removed from the site before the removal of any tree protection fencing, construction or security fencing, emergency signage or alternate pedestrian and/or vehicular routes, including paving, signage or fencing, may occur.

### F. Area of Work

1. This Permit does not authorize any work, access to or from the site or any other work-related activities on any areas not shown or described on Attachment A, unless otherwise permitted by the Forest Preserves in writing.



## Construction Access Permit

Permit # 2018-001, Approved

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2. All requests to perform work outside of the area specified in the Permit, including access and egress routes, must be submitted in writing and approved, prior to commencement of the work, by the Forest Preserve and may result in additional fees.

### **G. Scope of Work**

1. Permittee shall not engage in any work beyond the scope of the description of work listed on the Permit and as may be further described on Attachment A.
2. All requests to perform work of a different scope or nature than that specified in the Permit must be submitted in writing and approved, prior to commencement of the work, by the Forest Preserves and may result in additional fees and security deposits.

### **H. Duration of Work and Permit Extensions**

1. Permittee may occupy the permitted area only during the dates specified in the Permit. If a time extension to the Permit becomes necessary, the Permittee must apply in writing to the Forest Preserves for any extension at least one (1) week prior to the Permit expiration date. Additional fees may be assessed for any extensions. Extensions are granted at the sole discretion of the District.

### **I. Regulatory Requirements**

1. Permittee shall familiarize itself with and comply with all Federal, State, Local and Forest Preserves rules, regulations, codes and ordinances and shall obtain permits from all governmental agencies and bureaus as required.
2. Permittee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

### **J. Vehicles, when applicable**

1. Parking or driving of vehicles in unauthorized areas will be considered a violation of the Permit (see Section D above).
2. Permittee is responsible for ensuring that all workers use only authorized parking areas or street parking. The parking or driving of vehicles on lawn areas, under trees, within landscaped areas (whether fenced or unfenced) and/or on sidewalks is strictly prohibited unless otherwise specifically stated in Attachment A.

### **K. Protection of Forest Preserves Property**

1. General
  - a. Permittee shall take all precautions and safeguards necessary for the complete



**Construction Access Permit**  
Permit # 2018-001, Approved

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protection of the public and Forest Preserves employees and property.

- b. Permittee shall avoid damage to or loss of the property or work of the Forest Preserves and others, and shall repair or replace any such damage, or pay for such repair or replacement, to the satisfaction of the Forest Preserves and in accordance with the Code of the Cook County Forest Preserves.
- c. Permittee shall ensure that all public ways are maintained free and clear of construction debris during the construction period.
- d. The site shall be kept clean at all times and in a manner acceptable to the Forest Preserves.

2. Site Security, when applicable

- a. Permittee is required, prior to start of any work, to erect security fencing and fence screening around the entire perimeter of work. Security fencing is to be chain link, minimum height of 6 feet.
- b. Permittee is responsible for the ongoing maintenance of the security fencing and screening.
- c. Security fencing may only be removed when all work and site restoration are complete.
- d. Permittee shall erect, and maintain for the duration of work “Caution Construction Area Keep Out” signs. The number of signs required will vary according to project size and location, and will be determined by the Forest Preserves consistent with industry standards and the law.

3. Utilities

- a. Permittee shall protect all utilities and adjacent facilities, whether existing or installed by others during the Permit period.
- b. It is the sole responsibility of Permittee to inform itself of the existence and location of all utilities in the vicinity of the Site. The Forest Preserves does not guarantee the completeness or accuracy of the information shown on any plans regarding utilities, either publicly or privately owned, and the Permittee shall make its own investigation to determine the existence, nature and location of all utilities.

4. Natural Area Protection, when applicable

a. General

- 1) Protection fencing must be in place before any equipment is brought to the site





## Construction Access Permit Permit # 2018-001, Approved

or any work begun and must be maintained intact for the duration of the work.

- 2) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas is strictly prohibited.
- 3) All landscaped or natural areas that are disturbed during construction shall be restored to their previous condition at the direction of the Preserves.

### b. Natural Area Protection Violations

- 1) Natural Area Protection Violations include, but are not limited to: a) protection fencing not in place prior to beginning of work; b) protection fencing damaged, removed, or not in place at any time during work; c) unauthorized removal of Protection fencing; d) encroachment in Protection fencing; e) placement of any materials within the Protection fencing; f) vehicles driving or parked under trees or on any natural or landscape areas (whether fenced or unfenced); g) damage to any tree or other plant material or landscape area; i) unauthorized removal of any tree or other plant material; j) use of any tree or other plant material as anchorage; and k) the attachment of any object, including but not limited to: signage, chains, ropes, wires, or handbills to any tree or other plant material.

### c. Tree Protection

- 1) All tree protection practices must conform to Forest Preserves specifications.
- 2) Tree Protection fencing must be in place before any equipment is brought to the site or any work begun, and must be maintained intact for the duration of the work.
- 3) Trees that are damaged by Permittee's operations or personnel shall be repaired, replaced or remediated by Permittee as directed by the Forest Preserves. This will be in addition to the Natural Area Protection Violations fines noted above.
- 4) Trees that are removed by Permittee without authorization, or which are damaged by Permittee and are determined by the Forest Preserves to require removal, shall be replaced at sole cost by Permittee. Replacement tree variety(ies) and location(s) will be determined by the Forest Preserves.
- 5) Permittee will be fined for the removal of trees in accordance with the requirements, policies and Code of the Forest Preserves of Cook County.

## L. Site Restoration

1. By the expiration date or upon termination of this Permit, Permittee shall restore all disturbed or damaged areas to like conditions as existed prior to commencement of the work. Failure





## Construction Access Permit

Permit # 2018-001, Approved

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to restore the site will be considered a violation of the Permit until the restoration is complete (see Section D above). All restoration must be approved by the Forest Preserves.

### **M. Use of Site**

1. All work shall be scheduled to avoid disruption of or conflict with normal Forest Preserves activities. Any temporary interruption of Forest Preserves operations or services shall be requested and approved prior to that interruption.
2. Permittee will be required to conduct its Work so as not to unnecessarily obstruct the activities of others who also may be engaged in Work on this or any other project.
3. Only such materials and equipment as are necessary for the construction of the work shall occupy any space at the permitted site.

### **N. Access to Facilities**

1. It shall be Permittee's responsibility to obtain access to facilities, and to arrange for adequate security at the end of each work day, on weekends and at all other appropriate times.

### **O. Safety**

1. Permittee shall take all precautions and safeguards necessary for the complete protection of the public, employees and Forest Preserve property.
2. Permittee shall prohibit all lighting of fires on and about Forest Preserve property.
3. All combustible materials must be stored in approved safety containers and placed in safe locations.
4. Permittee shall provide all security traffic control, covering of open trenches and other safety measures reasonably required and/or as may be requested by the Forest Preserve.
5. The Forest Preserve may at any time require additional provisions if such are deemed necessary for public safety or convenience.

### **P. Energy Conservation**

1. Permittee shall promote efficient use of all energy. Permittee shall turn off all lights, faucets, valves, and equipment when not in use.
2. All temporary lighting shall have compact fluorescent lights (CFLs) or other energy efficient lights.



## Construction Access Permit

Permit # 2018-001, Approved

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**Q. As-Built Drawings, when applicable**

1. Permittee shall, upon completion of the work, provide one complete, legible, reproducible set of the As-Built Drawings to the Forest Preserves at the Permittee's expense.

**R. Testing Results, when applicable**

1. Permittee shall provide to the Forest Preserves copies of the results of any analytical monitoring, testing or sampling performed by Permittee on Forest Preserves property. A copy of the final report, when issued, shall also be provided to the Forest Preserves.

**S. Liability**

1. Permittee shall promptly and fully reimburse the Forest Preserves for all loss or damages to Forest Preserves property and any work necessary to be performed by the Forest Preserves as a result of this project within seven days of billing by the Forest Preserves.
2. The Forest Preserves is not responsible for the damage or loss of any equipment belonging to the Permittee during the operation of this Permit.
3. Permittee shall remove from Forest Preserves property at no cost to the Forest Preserves all excess materials resulting from the work upon expiration of this Permit.
4. Any material or equipment which is removed or disconnected and, in the opinion of the Forest Preserves, is of value, but is not specified for reuse, shall remain the property of the Forest Preserves. Care shall be taken by the Permittee to prevent damage in handling this property.
5. Permittee shall forfeit its security deposit if it occupies the area covered by this Permit after the Permit's expiration. The Forest Preserves has the right to remove, at Permittee's cost, any materials or equipment left on Forest Preserves property after the expiration of the Permit.

**T. Insurance or Waivers**

For the duration of this Permit and at all times in which Permittee is occupying Forest Preserves property, Permittee shall maintain insurance coverages in the amounts and types specified, and on the terms and conditions set forth in Attachment B.

**U. Indemnification**

Permittee shall indemnify, keep and save harmless the Forest Preserves, its commissioners, officers, employees, agents, volunteers and contractors (collectively, the Forest Preserves Indemnitees) from any and all loss, cost, damage, expense, judgment or liability of any kind whatsoever that the Forest Preserves Indemnitees may be put to or which may be recovered from the Forest Preserves Indemnitees by reason of or on account of anything done by the Permittee or by virtue of this Permit being granted.



**Construction Access Permit**  
Permit # 2018-001, Approved

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**V. Cancellation**

This Permit is subject to cancellation or change at any time by the General Superintendent or authorized representative of the Forest Preserves.

**W. Disputes**

The General Superintendent or authorized representative will decide all questions that arise with respect to this Permit including, but not limited to, the assessment of any fees or fines, or the reduction of the security deposit.

**X. Disclaimer**

1. It shall be understood that this Permit does not in any way create the relationship of joint venture or partnership between the Forest Preserves and the Permittee.
2. The issuance of this Permit does not indicate Forest Preserves approval of any of the elements of the proposed construction or relieve Permittee from its responsibilities for protection, repairing or replacing any public or private property affected by the construction or any other work performed under this Permit.

[Print](#) | [Close Window](#)

**Subject:** FW: MGNWC Forest Preserve Access Permit  
**From:** "Colby, Michael" <ColbyMichael@stanleygroup.com>  
**Date:** Thu, Apr 19, 2018 11:42 am  
**To:** "bill@wrblc.com" <bill@wrblc.com>  
**Cc:** "Stephens, Kate" <StephensKate@stanleygroup.com>, "dbarnas@reltd.com" <dbarnas@reltd.com>  
**Attach:** image003.jpg  
image005.png  
image002.png  
2018-001 FPDCC Construction Access Permit.pdf

Bill,  
I believe we've previously spoken about this, but we still need to pay the \$9,509.79 "impact fee" to the Forest Preserve. Can you please provide the check to either myself or Dave so that we can move forward with the Forest Preserve?

Thanks,



**Michael Colby**, Water/Wastewater Engineer-in-Training I  
STANLEYCONSULTANTS, 8501 W. Higgins Rd. Suite 730, Chicago, IL 60631  
T: 773.714.2019 | M: 847.714.2786 | [stanleyconsultants.com](http://stanleyconsultants.com)

**From:** John Sterenberg (Forest Preserve District) [mailto:john.sterenberg@cookcountyil.gov]  
**Sent:** Wednesday, January 10, 2018 1:51 PM  
**To:** Colby, Michael <ColbyMichael@stanleygroup.com>  
**Cc:** Thomas, Larry <ThomasLarry@stanleygroup.com>; 'Veronica Hall' <vhall@reltd.com>  
**Subject:** RE: MGNWC Forest Preserve Access Permit

Michael:

Attached FPCC Construction Access Permit which should work for the IEPA Loan requirements.

Note that prior to commencing any work on site the items shown in red need to be completed.

1. Start date and end date. Not to exceed 60 days.
2. Payment of \$9,509.79 Impact Fee.
3. List and description of equipment to be used on site
4. Certificates of Insurance per Attachment B for MGNWC and all contractors doing work on FPCC property.

Contact me if you have any questions.

**JOHN STERENBERG**  
LICENSED SURVEYOR FOR LAND USE COMPLIANCE  
O: 708-771-1192 • C: 708-906-3759  
536 N Harlem Ave • River Forest, IL 60305  
[John.Sterenber@cookcountyil.gov](mailto:John.Sterenber@cookcountyil.gov)



feel free

[fpdcc.com](http://fpdcc.com) | [facebook.com/fpdcc](https://facebook.com/fpdcc) | [twitter.com/fpdcc](https://twitter.com/fpdcc)

**From:** Colby, Michael [<mailto:ColbyMichael@stanleygroup.com>]

**Sent:** Tuesday, January 09, 2018 3:17 PM

**To:** John Sterenberg (Forest Preserve District)

**Cc:** Thomas, Larry; 'Veronica Hall'

**Subject:** MGNWC Forest Preserve Access Permit

John,

Thanks for the work that you've been doing on the Morton Grove – Niles Water Commission Forest Preserve Access Permit. I spoke with the design engineer for that portion of the project, and we expect the work in the Forest Preserve to take no more than 60 days. So please use 60 days for the duration of the access permit, and then MGNWC will be able to promptly pay the permit fee.

Thanks again for your help.



**Michael Colby, Water/Wastewater Engineer-in-Training I**

**STANLEYCONSULTANTS**, 8501 W. Higgins Rd. Suite 730, Chicago, IL 60631

T: 773.714.2019 | M: 847.714.2786 | [stanleyconsultants.com](http://stanleyconsultants.com)

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JOURNAL & TOPICS NEWSPAPERS

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

# Invoice

Date	Invoice #
4/11/2018	176506

<b>Bill To</b>
MORTON GROVE NILES WATER COMM WILLIAM BALLING 412 S. PRINDLE ARLINGTON HTS., IL 60004

<b>Head Ident</b>
ASBESTOS REMOVAL

P.O. No.	Terms	Due Date	Rep	Account #	Ordered By
	Due on receipt	4/11/2018	MG156	988399	BILL BALLING

Serviced	Item	Description	Rate	Amount
4/11/2018	LEGALS	3 COL X 5 3/4" LEGALS ( APPEARED IN ALL PAPERS)	13.04PCI	224.94

We appreciate your prompt payment!	<b>Total</b>	\$224.94
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Special customer requests

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$224.94

# 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 11TH day of APRIL, A.D. 2018, and the last publication thereof was made on the 11TH day of APRIL, 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

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 11TH day of APRIL, A.D., 2018.

By Todd Wessell

President  
Title of Corporate Officer

County of Cook  
State of Illinois

Subscribed and sworn to before me this 11TH day of APRIL, A.D., 2018.

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



# CLASSIFIED

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Des Plaines, IL 60016



0900 Legals

0900 Legals

0900 Legals

### MORTON GROVE-NILES WATER COMMISSION, COOK COUNTY ILLINOIS REQUEST FOR PROPOSALS FOR ASBESTOS REMOVAL AND BUILDING DEMOLITION SERVICES FROM LICENSED AND QUALIFIED ASBESTOS REMOVAL AND BUILDING DEMOLITION COMPANIES FOR THE REMOVAL OF ASBESTOS AND THE DEMOLITION OF THE BUILDING, FOUNDATIONS, SURFACE STRUCTURES, AND SOME LANDSCAPING FOR THE BUILDING LOCATED AT 2525 CHURCH, EVANSTON, ILLINOIS

The Morton Grove-Niles Water Commission (MGNWC) hereby invites qualified and licensed firms conducting business in **ASBESTOS REMOVAL AND STRUCTURAL DEMOLITION** to submit a sealed proposal to demolish the building located at 2525 Church, Evanston, Illinois. If two firms jointly propose, the Water Commission prefers that the demolition contractor is the lead contractor and the asbestos contractor is the sub-contractor. The project scope, specifications, submittal requirements and questions concerning the project can be obtained by contacting the Water Commission's Engineering Consultant, True North Consultants, Naperville, Illinois by requesting a copy of RFP materials. E-mail requests should be made to Ryan LaDieu at [rladieu@consulttruenorth.com](mailto:rladieu@consulttruenorth.com). In addition a copy of the specifications is available during normal business hours at the Morton Grove-Niles Water Commission offices located at 1000 Civic Center Drive, Niles, Illinois.

#### **MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/01 et seq.**

A walk through of the site for **ASBESTOS REMOVAL** and **DEMOLITION CONTRACTORS** is scheduled for 10:00 am April 18, 2018 at 2525 Church Evanston, Illinois. Sealed Proposals are due by 10:00 am Thursday April 26, 2018 at the Commission Office. Proposals will be publically read at 10:30 am April 26, 2018. Authorization to proceed is anticipated to be given on April 27, 2018.

The building is part of a redevelopment plan endorsed by the Morton Grove-Niles Water Commission and the City of Evanston. The major portion of the demolished building will be redeveloped as a recreational extension of Beck Park in Evanston and approximately 3,000 square feet will be used for a booster pumping station to be owned by the Morton Grove-Niles Water Commission for delivering potable water to the Villages of Niles and Morton Grove. The demolition must be completed by June 12, 2018.

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit proposals. The MGNWC reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Commission.

0900 Legals

0900 Legals

0900 Legals

#### LEGAL NOTICE CALL FOR BIDS

The City of Des Plaines, Illinois desires sealed bids for the following:

#### 2018 CIP - CONTRACT A STREET AND UTILITY IMPROVEMENTS

Specifications and plans are available for a fee at the Department of Public Works and Engineering, City Hall, Room 504, 1420 Miner Street, Des Plaines, IL 60016 or download them for free from the City's website: [www.desplaines.org/bids](http://www.desplaines.org/bids)

#### For Sale

COURT OF COOK COUNTY DEPARTMENT DIVISION NEW LC D/B/A SHELL-ERVICING Plaintiff, AJKA MANUEL A LALONZO PEREZ, VA MILDRED SAL-14 CH 1836 4106 MILLER PARK, IL SALE PUBLIC NOVEN that pursuant enclosure and Sale cause on February The Judicial Sales 30 AM on May 22, Sales Corporation, ve, CHICAGO, IL, ction to the high- below, the following Commonly known ENUE, SCHILLER rty Index No. 12-1 410-047-0000. The d with a one story garage. Sale terms: est bid by certified he sale payable to rporation. No third cepted. The bal- sior wire transfer, ur (24) hours. The ect to general real assessments, or spe- st said real estate without any repre- or quantity of title Plaintiff and in "AS s further subject to ur. Upon payment bid, the purchaser e of Sale that will a deed to the real n of the sale. The pen for inspection representation as property. Prospe- shed to check the nformation. If this um unit, the pur- e foreclosure sale, shall pay the as- fees required by erty Act, 785 ILCS f this property is a is part of a com- the purchaser of e sale other than a e assessments re- mium Property Act, IF YOU ARE THE EOWNER). YOU REMAIN IN POS- S-AFTER ENTRY SESSION, IN AC- TION 15-1701(C) RTGAGE FORE- will need a photo / a government s, passport, etc.) o our building and n in Cook County ion for sales held here The Judicial ducts foreclosure Visit our website m between the alla Raymer Leib- s Attorneys, One Suite 1200, Chi- (312) 416-5500 ber 12174. THE PORATION One n Floor, Chicago, 6-SALE You can Sales Corpora- a 7 day status McCalla Raymer North Dearborn io, IL 60602 (312) gs@mccalla.com t Attorney Code, CH 1836 TJSC#:





20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

March 29, 2018

**Via email only**

Mr. Steven Vinezeano  
MGNWC Chair and  
Niles Village Manager  
1000 Civic Center Drive  
Niles, Illinois 60714

Mr. Ralph Czerwinski  
Village Administrator  
Village of Morton Grove  
6101 North Capulina Avenue  
Morton Grove, Illinois 60053

**Re: Klein, Thorpe and Jenkins, Ltd. Monthly Invoices  
for Legal Services and Related Expenses for  
the Morton Grove-Niles Water Commission ("MG-N Water Commission")**

Dear Ralph and Steve:

Per the terms of the Cost Sharing Agreement Regarding Morton Grove And Niles Water Supply Matters entered into by the Villages of Morton Grove and Niles, the enclosed Monthly Invoices of Klein, Thorpe and Jenkins, Ltd. for February 2018 Legal Services and Related Expenses shall be paid as follows:

50% Share	4900-001	4900-006	TOTAL DUE
Morton Grove	\$82.60	\$3,432.17	<b>\$3,514.77</b>
Niles	\$82.60	\$3,432.17	<b>\$3,514.77</b>
Invoice #	194749	194750	

Once the MG-N Water Commission is fully operational with a revenue stream, this cost sharing and split-billing of invoices will be discontinued and the MG-N Water Commission will pay future invoices.

If there are any questions, please feel free to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Karen Siwinski  
Billing Manager

**Enclosures**

- cc. Danielle Grcic, Niles Village Attorney (w/ encls.; via email)
- Terry Liston, Morton Grove Village Attorney (w/ encls.; via email)
- Bill Balling, Superintendent of MG-N Water Commission (w/ encls.; via email)
- Michael T. Jurusik (w/ encls.; via email)

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312) 984-6400

Statement Date: March 20, 2018

Matter ID: 4900-001

Morton Grove-Niles Water Commission  
c/o Steve Vinezeano, Chair of MGNWC  
Niles Village Manager  
1000 Civic Center Drive  
Niles, Illinois 60714

cc: Ralph Czerwinski, Village Administrator  
Village of Morton Grove  
6101 Capulina Avenue  
Morton Grove, Illinois 60053

cc: Bill Balling  
Supt. of MGN Water Commission  
1000 Civic Center Drive  
Niles, IL 60714

General

Statement # 194749

**Professional Fees**

			Hours	Rate	Amount
2/15/2018	MTJ	Receipt and review of certified copy of the approving Resolution and the executed First Addendum to the Evanston - MGNWC Water Supply Agreement; communication with Evanston City Attorney re same and preparation and sending of transmittal email to MGNWC Working Group re same	0.40	210.00	84.00
2/20/2018	MTJ	Communication with Liston re status of Project (Skokie permit, easement / land acquisition, bidding of extra work for new pump station site)	0.30	210.00	63.00
Sub-total Fees:					<u>147.00</u>

**Rate Summary**

Michael T. Jurusik	0.70 hours at \$210.00/hr	147.00
Total hours:	<u>0.70</u>	

**Detailed Disbursements**

Photocopies	18.20
Sub-total Expenses:	<u>18.20</u>

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312) 984-6400

Statement Date: March 20, 2018

Matter ID: 4900-001

Morton Grove-Niles Water Commission  
c/o Steve Vinezeano, Chair of MGNWC  
Niles Village Manager  
1000 Civic Center Drive  
Niles, Illinois 60714

cc: Ralph Czerwinski, Village Administrator  
Village of Morton Grove  
6101 Capulina Avenue  
Morton Grove, Illinois 60053

cc: Bill Balling  
Supt. of MGN Water Commission  
1000 Civic Center Drive  
Niles, IL 60714

**General**

Statement # 194749

**Professional Fees**

			Hours	Rate	Amount
2/15/2018	MTJ	Receipt and review of certified copy of the approving Resolution and the executed First Addendum to the Evanston - MGNWC Water Supply Agreement; communication with Evanston City Attorney re same and preparation and sending of transmittal email to MGNWC Working Group re same	0.40	210.00	84.00
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Sub-total Fees:					147.00

**Rate Summary**

Michael T. Jurusik	0.70 hours at \$210.00/hr	147.00
	Total hours: <u>0.70</u>	

**Detailed Disbursements**

Photocopies	18.20
	Sub-total Expenses: 18.20

2/8/2018	CRC	Draft and revise Motion for Temporary Restraining Order and Preliminary Injunction	2.00	190.00	380.00
2/9/2018	CRC	Research potential claims for damages against Skokie beyond Tortious Interference with Contractual Relationship	0.80	190.00	152.00
2/10/2018	MTJ	Review and edit Verified Complaint For Mandamus, Declaratory Judgment, Injunctive Relief And Damages against Skokie and review Project files and documents for Exhibits to Verified Complaint; review draft Motion for TRO against Skokie re issuance of ROW Permit for construction of Project	5.50	210.00	1,155.00
2/12/2018	MTJ	Further preparation of Motion for TRO against Skokie re issuance of ROW Permit for construction of Project and Verified Complaint For Mandamus, Declaratory Judgment, Injunctive Relief And Damages against Skokie	5.00	210.00	1,050.00
2/12/2018	CRC	Further work on Verified Complaint for Mandamus, Declaratory Judgment, Injunctive Relief and Fines; compile all necessary exhibits for same; review and analyze relevant cited caselaw and statutes	4.80	190.00	912.00
2/12/2018	CRC	Draft and Revise Motion for Temporary Restraining Order and Preliminary Injunction	1.20	190.00	228.00
Sub-total Fees:					<u>6,687.00</u>

**Rate Summary**

Michael T. Jurusik	12.90 hours at \$210.00/hr	2,709.00
Gregory T. Smith	1.30 hours at \$210.00/hr	273.00
Caitlyn R. Culbertson	19.50 hours at \$190.00/hr	3,705.00
Total hours:	<u>33.70</u>	

**Detailed Disbursements**

West Law Research	87.94
Photocopies	89.40
Sub-total Expenses:	<u>177.34</u>

Previous Trust Balance:	0.00	Total Fees:	6,687.00
Change in Trust:	<u>0.00</u>	Total Expenses:	<u>177.34</u>
Trust Balance:	<u>0.00</u>	<b>Total Current Billing:</b>	<b><u>6,864.34</u></b>

<u>Billing Party</u>	<u>%</u>	<u>Current Billing</u>	<u>Prior Balance</u>	<u>Total Now Due</u>
Village of Morton Grove	50.00 %	3,432.17	0.00	3,432.17
Village of Niles	50.00 %	3,432.17	0.00	3,432.17

Once the MGN Water Commission is fully operational with a revenue stream, this cost sharing and split-billing of invoices per the Cost Sharing IGA will be discontinued and the MGN Water Commission will pay future invoices.

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312) 984-6400

Statement Date: March 20, 2018

Matter ID: 4900-006

Morton Grove-Niles Water Commission  
c/o Steve Vinezeano, Chair of MGNWC  
Niles Village Manager  
1000 Civic Center Drive  
Niles, Illinois 60714

cc: Ralph Czerwinski, Village Administrator  
Village of Morton Grove  
6101 Capulina Avenue  
Morton Grove, Illinois 60053

cc: Bill Balling  
Supt. of MGN Water Commission  
1000 Civic Center Drive  
Niles, IL 60714

Skokie IGA/Permit Matters

Statement # 194750

			Hours	Rate	Amount
<b>Professional Fees</b>					
2/6/2018	MTJ	Conference call with Liston and Balling re project status and water main project permit issues with Skokie and direction to prepare TRO motion and declaratory action complaint against Skokie for water main project permit; receipt and review of documents from Liston re TRO motion and complaint and partial preparation of same	1.00	210.00	210.00
2/6/2018	GTS	Partial preparation of Complaint and Motion for a Temporary Restraining Order and Preliminary Injunction; review materials regarding the same	1.30	210.00	273.00
2/6/2018	CRC	Work on Complaint for Mandamus, Declaratory Judgment and Injunctive Relief against the Village of Skokie	4.70	190.00	893.00
2/7/2018	CRC	Work on Motion for a Temporary Restraining Order and Preliminary Injunction Against the Village of Skokie; draft Notice of Motion for same	2.50	190.00	475.00
2/8/2018	MTJ	Communication with MGNWC Working Group re documents and data for TRO Motion against Skokie and work on TRO Motion and Complaint; communication with Colby re ROW permit application and receipt and review of ROW permit application and attachments that we submitted to the Village of Skokie on 12/22/17	1.40	210.00	294.00
2/8/2018	CRC	Further preparation of Complaint for Mandamus, Declaratory Judgment and Injunctive Relief against Skokie; research elements of tortious interference with a contractual relationship	3.50	190.00	665.00

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Previous Trust Balance:	0.00	Total Fees:	147.00
Change in Trust:	<u>0.00</u>	Total Expenses:	<u>18.20</u>
Trust Balance:	<u>0.00</u>	<b>Total Current Billing:</b>	<b><u>165.20</u></b>

Billing Party	%	Current Billing	Prior Balance	Total Now Due
Village of Niles	50.00 %	82.60	0.00	82.60
Village of Morton Grove	50.00 %	82.60	0.00	82.60

Once the MGN Water Commission is fully operational with a revenue stream, this cost sharing and split-billing of invoices per the Cost Sharing IGA will be discontinued and the MGN Water Commission will pay future invoices.

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Previous Trust Balance:	0.00	Total Fees:	147.00
Change in Trust:	<u>0.00</u>	Total Expenses:	<u>18.20</u>
Trust Balance:	<u>0.00</u>	<b>Total Current Billing:</b>	<b><u>165.20</u></b>

<u>Billing Party</u>	<u>%</u>	<u>Current Billing</u>	<u>Prior Balance</u>	<u>Total Now Due</u>
Village of Niles	50.00 %	82.60	0.00	82.60
Village of Morton Grove	50.00 %	82.60	0.00	82.60

Once the MGN Water Commission is fully operational with a revenue stream, this cost sharing and split-billing of invoices per the Cost Sharing IGA will be discontinued and the MGN Water Commission will pay future invoices.

**Utility Easement Agreement**

Property Address: 6115-6227 Monroe Court  
Morton Grove, Illinois  
PINs: 10-20-301-031 and 10-20-301-013

This Agreement was prepared by and upon recording should be returned to:

Teresa Hoffman Liston  
Corporation Counsel, Village of Morton Grove  
6101 Capulina Avenue, Morton Grove, Illinois 60053  
CCRD Box # \_\_\_\_\_

**UTILITY EASEMENT AGREEMENT**

This Utility Easement Agreement ("Agreement") is entered into this 25<sup>th</sup> day of JANUARY, 2018 between Monroe Court Venture LLC, hereinafter referred to as "Property Owner," the Village of Morton Grove, hereinafter referred to as "Village," and the Morton Grove Niles Water Commission, hereinafter referred to as "MGNWC," collectively referred to herein as "Utility," for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of "Utilities," as further defined this Agreement within the "Easement Area," as defined below, pursuant to the terms and conditions set forth in this Agreement.

**RECITALS**

- A. The Property Owner is the sole owner of real property with a common address of 6115-6227 Monroe Court (Parcel 1 and Parcel 2), located in Morton Grove, Illinois and legally described as follows:

PARCEL 1: THAT PART OF THE SOUTH ¼ OF THE SOUTH ¼ OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY, 100 FEET WIDE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, LYING WEST OF A LINE DRAWN NORTH FROM A POINT ON THE SOUTH LINE 490.40 FEET WEST OF THE SOUTHEAST CORNER, AS MEASURED ON SAID SOUTH LINE, TO A POINT ON THE NORTH LINE, BEING 496.35 FEET WEST OF THE NORTHEAST CORNER AS MEASURED ON THE NORTH LINE THEREOF;

ALSO

THAT PART OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENTS RECORDED JANUARY 4, 1972 AS DOCUMENT 21776759 AND RECORDED JULY 15, 2002 0020768941, AND AS RESERVED AND RETAINED IN DEED RECORDED JULY 15, 2002 AS DOCUMENT NUMBER 0020770421.

These two parcels are hereinafter referred to as the "Property Owner's Property."

The Utility proposes to install, place, replace, construct, reconstruct, maintain, rehabilitate, operate and/or repair underground utilities of a water transmission main and related water service lines, valves, meters, vaults, buffalo boxes, communication wires, cables and related conduit, fiber lines and related conduit, and any other related personal property, infrastructure and equipment that is solely related to the installation of a water transmission main (the "Utilities") over, under, in, along, across



and upon a portion of the Property Owner's Property, known as the Permanent Easement Area and legally described as follows:

**Permanent Easement Area 1: 6115-6227 Monroe Court  
Affects PIN 10-20-301-031 and 10-20-301-013 (Parcel 1)**

The south 25 feet of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies east of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, lying west of a line drawn north from a point on the south line 490.40 feet west of the southeast corner, as measured on said south line, to a point on the north line, being 496.35 feet west of the northeast corner as measured on the north line thereof, situated in the County of Cook and State of Illinois, hereinafter referred to as "Permanent Easement Area 1" or "Permanent Easement Area".

**Temporary Easement Area 1: 6115-6227 Monroe Court  
Affects PIN 10-20-301-031 and 10-20-301-013 (Parcel 1)**

The north 5 feet of the south 30 feet of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies east of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, lying west of a line drawn north from a point on the south line 490.40 feet west of the southeast corner, as measured on said south line, to a point on the north line, being 496.35 feet west of the northeast corner as measured on the north line thereof, situated in the County of Cook and State of Illinois.

Permanent Easement Area 1 and Temporary Easement Area 1 are depicted in Exhibit "B".

- B. The Property Owner agrees to grant to the Utility a permanent, perpetual, non-exclusive easement within the Permanent Easement Area for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities pursuant to the terms of this Agreement, and the Utility, in consideration of the grant of said easement rights, agrees to make certain improvements on the Property Owner's Property as set forth on Exhibit "A" attached hereto (the "Improvements") and/or pay to the Property Owner such other monetary compensation as further described in this Agreement.
- C. The Property Owner agrees to grant to the Utility a temporary, non-exclusive easement within the Temporary Easement Area to facilitate the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Permanent Easement Area pursuant to the terms of this Agreement, and the Utility, in consideration of said grant of said easement rights, agrees to make certain Improvements and/or pay to the Property Owner such other monetary compensation as further described in this Agreement.
- D. The Property Owner represents and warrants to the Utility, as a material inducement for the Utility entering into this Agreement, that the Property Owner has the full and unconditional authority to enter into this Agreement.

In consideration for the obligations and rights set forth in this Agreement, the Utility and the Property Owner agree as follows:

## EASEMENT TERMS

### 1. Term.

- A. The term of the **Permanent Easement** within the Permanent Easement Area shall be perpetual, and shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate only upon mutual written consent of the Parties or their successors and assigns.
- B. The term of the **Temporary Easement** within the Temporary Easement Area shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate on December 31, 2018.

### 2. Grant of Easements.

- A. **Permanent Easement Area:** The Property Owner, for him/herself/itself and his/her/its successors and assigns, conveys and grants to the Utility, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area of the Property Owner's Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Permanent Easement Area. This Permanent Easement and other rights conferred to the Utility by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Permanent Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Property Owner to the Utility, the Parties further agree as follows:
  - a. All rights, title and interest in and to the Permanent Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Utility are reserved to the Property Owner, provided, however, that the Property Owner shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Utility's reasonable determination may cause, contribute or lead to damage to or interference with the Utilities placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Permanent Easement Area in any way which would unreasonably or materially increase the costs to the Utility of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities. If any of the Utilities within the Permanent Easement Area or the Utility's other improvements or personal property are removed or damaged by the Property Owner or its officials, employees, agents and contractor(s) or other invitees or permittees of the Property Owner, the Property Owner, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Utilities or other improvements or personal property to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
  - b. If the Property Owner's improvements within the Permanent Easement Area or elsewhere within the Property Owner's Property are removed or damaged by the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees of the Utility in exercising its easement rights, the Utility, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.

- B. **Temporary Easement Area:** The Property Owner, for him/herself/itself and his/her/its successors and

assigns, conveys and grants to the Utility, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, across and upon the Temporary Easement Area of the Property Owner's Property for the purpose of facilitating the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Temporary Easement Area. This Temporary Easement and other rights conferred to the Utility by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns solely for the duration of the Temporary Easement as set forth herein. In regard to the Temporary Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Property Owner to the Utility, the Parties further agree as follows:

- a. All rights, title and interest in and to the Temporary Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Utility are reserved to the Property Owner, provided, however, during the duration of the Temporary Easement as set forth herein, that the Property Owner shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Utility's reasonable determination may cause, contribute or lead to interference with the Utility's work in the Temporary Easement Area with respect to the installation of the Utilities placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Temporary Easement Area during the duration of the Temporary Easement in any way which would unreasonably or materially increase the costs to the Utility of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities; provided however, the Village shall, at all times, ensure that there is access to, the parking lot located at the Property Owner's Property and use of such parking lot less the portion of the parking lot which constitutes the Temporary Easement Area. If any of the Utilities within the Temporary Easement Area or the Utility's other improvements or personal property are removed or damaged by the Property Owner or its officials, employees, agents and contractor(s) or other invitees or permittees of the Property Owner, the Property Owner, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Utilities or other improvements or personal property of the Utility to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
  - b. If the Property Owner's improvements within the Temporary Easement Area or elsewhere within the Property Owner's Property are removed or damaged by the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees of the Utility in exercising its easement rights, the Utility, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
- C. Access to Easement Area: The Utility, and its officials, employees, agents and contractor(s) and any governmental or regulatory agency personnel with oversight authority of the Utility or the Utilities, shall be permitted to access and travel with their equipment upon and over the driveway currently located on the Property Owner's Property to access the Permanent Easement Area and the Temporary Easement Area (collectively, the "Easement Area") during its duration and existence on an as-needed basis for purposes of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities; provided however, in all events, such access shall not interfere with the use and operation of the Property Owner's Property by the Property Owner and its tenants, invitees and other occupants.

- D. **Obligations for Own Improvements:** Each Party shall be responsible for maintaining, repairing and insuring its own improvements located within the Easement Area.
- E. **Location of Utilities.** All Utilities shall be located below the Property Owner's improvements. By way of illustration, the Property Owner has a storm drain/pipe located in the Easement Area and accordingly, all Utilities shall be located below such storm drain/pipe.
3. **Compensation by the Utility.** Within five (5) business days before the Utility begins work within the Easement Area or on December 31, 2018 whichever is sooner, the Utility shall pay to Property Owner the cash payment as described on Exhibit "A" attached hereto. On or before December 31, 2018, the Utility, at its sole expense and discretion, agrees to make certain improvements to the Property Owner's Property as fully described in Exhibit "A", a copy which is attached hereto and made a part hereof. In the event the surface of the Easement Area is disturbed by the Utility's exercise of any of its easement rights under this Agreement, such area shall be restored to its original, existing condition immediately prior to the commencement of such activities. Except as specifically provided in this Agreement, the Utility shall have no obligation to improve, maintain, replace or repair the Property Owner's Property, and shall not be liable to the Property Owner or others for any claim arising out of the use or maintenance of the Easement Area or the Property Owner's Property. Except as specifically provided in this Agreement, the Utility shall have no other obligation to the Property Owner.
4. **Utility's Use of Easement Area.** The following general conditions shall apply to Utility's use of the Easement Area:
- A. The Utility, at its own expense, shall procure and maintain, prior to entry upon the Property Owner's Property, all licenses, consents, permits, authorizations and other approvals required from any federal, state, county or local governmental authority or any regulatory agency with oversight authority in connection with the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Easement Area and the Utilities, and the Utility shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Area, the Utilities or the Utility's operations. The Property Owner may, from time to time, request reasonable evidence that all such governmental or regulatory approvals have been obtained by the Utility and are in full force and effect. In no event shall the Utility seek any governmental or regulatory approvals that may affect in any way the Property Owner's operations, including without limitation any zoning approvals, without in each instance obtaining the Property Owner's prior written consent, which consent may be granted or withheld in the Property Owner's sole discretion.
- B. Except as specifically provided in this Agreement, the Utility's use of the Easement Area shall be conducted in a manner that does not conflict or interfere with the use of Property Owner's Property including the flow of pedestrian and vehicular traffic. Utility shall perform such installation, maintenance, repair, operation, and replacement of the Utilities as set forth herein as expeditiously as possible.
- C. The Utility agrees to not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be filed or asserted against the Easement Area or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees. In the event any such lien or claim for lien is issued or filed against title to the Property Owner's Property, the Utility will immediately remedy and obtain a release of the lien or claim.

- D. The Utility agrees to cooperate with the Property Owner's reasonable efforts, if any, to cause the Permanent Easement Area, or any portion thereof, to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law, including the execution and delivery of all documents, instruments, petitions and applications prepared by the Property Owner, at its cost, in this regard.
- E. In the event the surface of the Easement Area is disturbed by the Utility's exercise of any of its easement rights under this Agreement, such area shall promptly be restored to its original, existing condition immediately prior to the commencement of such activities and shall clean all the grounds of all rubbish, excess material, temporary structures, and equipment.
- F. Property Owner hereby reserves the right (a) to locate other utilities in the Easement Area and (b) to use the surface area of the aforesaid Easement Area for any purpose whatsoever so long as such use does not substantially interfere with Utility's right to maintain, repair and replace the Utilities as necessary in Utility's reasonable discretion (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping (except as otherwise set forth herein) shall be deemed not to substantially interfere with Utility's rights hereunder).
- G. Utility shall not use the Easement Area for any purpose other than the purposes permitted under the provisions of this Agreement.

5. **Indemnification.** The Parties agree as follows:

- A. The Utility agrees to indemnify and hold harmless the Property Owner and its officials, employees, agents, volunteers, attorneys, contractor(s), invitees or permittees, successors and assigns (collectively the "Property Owner Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative / litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Utility's use of the Property Owner's Property, or relating to the Utilities within the Easement Area except for those attributable to the Property Owner's or the Property Owner's Affiliates' accidental or intentional obstruction, damage or destruction of the Utilities, the negligence or improper act of the Property Owner or Property Owner's Affiliates, or the Property Owner's default or violation of this Agreement. Any entry onto the Property Owner's Property by the Utility, or its appointed or elected officials, employees, agents, volunteers, attorneys, contractor(s), invitees, permittees, successors and assigns shall be at such person's sole risk, and the Property Owner makes no representations or warranties of any kind whatsoever regarding the Property Owner's Property or the condition of the Property Owner's Property (including, without limitation, the environmental condition thereof).
- B. The Property Owner agrees to indemnify and hold harmless the Utility and its elected and appointed officials, employees, agents, volunteers, attorneys, contractor(s), invitees, permittees, successors and assigns (collectively the "Utility Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative / litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Property Owner's use of the Easement Area, or except for those attributable to the Utility's or the Utility Affiliates' accidental or intentional obstruction, damage or destruction of the Utilities, the negligence or improper act of the Utility or the Utility Affiliates, or the Utility's default or violation of this Agreement.

6. **Insurance.** The Property Owner and the Utility each agree to procure and maintain and to require their contractors, before commencing any work within the Easement Area or within the Property Owner's



Property, to purchase and maintain a policy or policies of insurance, as follows:

- A. **Commercial General Liability (CGL)** covering all contractors, subcontractors and all their subcontractors, with limits not less than **Two Million Dollars (\$2,000,000.00)** per occurrence covering liability for bodily injury and property. The Property Owner and Property Owner Affiliates shall be added as Additional Insureds on the Utility's CGL policy.
  - B. **Automobile Liability** in an amount of not less than **One Million Dollars (\$1,000,000.00)** per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.
  - C. **Workers' Compensation Insurance with Illinois statutory limits.**
7. **Assignment.** This Agreement, and the rights and obligations of the Parties set forth in this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors, personal representatives and assigns, and the owners of the Property Owner's Property, from time to time; provided, however, that the Utility may assign all or any portion of its right, title, interest or obligation in this Agreement to the Village of Morton Grove, the Village of Niles, the Morton Grove-Niles Water Commission, or its successor entity, or to any municipal joint action water agency.
  8. **Entire Agreement.** The terms, exhibits and addenda, if any, herein contain the entire agreement between the Property Owner and the Utility regarding the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.
  9. **Counterparts.** This Agreement may be executed in counterpart by the parties. Each such counterpart shall be deemed an original and, when taken together, shall constitute a single instrument.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

Monroe Court Venture LLC

By: Howard Winton  
Its Manager  
Dated: 1/25/18

Village of Morton Grove

By: \_\_\_\_\_  
Ralph E. Czerwinski  
Village Administrator

Dated: \_\_\_\_\_

Morton Grove-Niles Water Commission

By: \_\_\_\_\_  
Steven C. Vinezeano, its Chairperson

Dated: \_\_\_\_\_

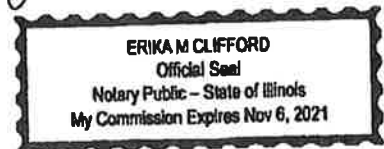
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Howard Winton, personally known to me to be the manager of Monroe Court Venture LLC, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such manager, appeared before me this day in person and severally acknowledged that, as such manager, he/she signed and delivered the signed Agreement, pursuant to authority given by Monroe Court Venture LLC, as his/her free and voluntary act, and as the free and voluntary act and deed of Monroe Court Venture LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 25<sup>th</sup> day of January, 2018.

Erika M Clifford  
Notary Public





STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Steven C. Vinezeano, personally known to me to be the Chairperson of the Morton Grove-Niles Water Commission, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Chairperson, appeared before me this day in person and severally acknowledged that, as such Chairperson, he signed and delivered the signed Agreement, pursuant to authority given by the Morton Grove-Niles Water Commission, as his free and voluntary act, and as the free and voluntary act and deed of the Morton Grove-Niles Water Commission, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Ralph E. Czerwinski, personally known to me to be the Village Administrator of the Village of Morton Grove, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Village Administrator, appeared before me this day in person and severally acknowledged that, as such Village Administrator, he signed and delivered the signed Agreement, pursuant to authority given by the Village of Morton Grove, as his free and voluntary act, and as the free and voluntary act and deed of the Village of Morton Grove, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Payment to the Property Owner  
Monroe Court Venture LLC  
6115 Monroe Court, Morton Grove, Illinois  
PINS: 10-20-301-031 and 10-20-301-013**

The Utility shall pay the Property Owner the sum of \$96,060 in good funds within five (5) business days before the Utility begins work within the Easement Area or on December 31, 2018 whichever is sooner.

In addition, the Utility, at its sole expense, shall complete the following improvements to the Property Owner's Property on or before December 31, 2018:

- Patch pavement base disturbed by water pipeline construction and construct pavement surface course within area bounded by the north line of the Temporary Easement Area, the east edge of the parking lot, the south edge of the paved parking lot, and the railroad ROW to the west.
  - Areas to be patched and paved will be completed as follows:
    - 2.5-inches of binder: IL-19.0, N50
    - 2.0-inches HMA Mix C, N50
  - Provide striping for the lot as directed by Property Owner.
- Move and replace the truck bumper wheel stops.

**EXHIBIT "B"**

**Exhibit of Permanent Easement Area and Temporary Easement Area  
PINs: 10-20-301-031 and 10-20-301-033**



**PROPERTY OWNER CONSENT FOR  
MORTON GROVE-NILES WATER COMMISSION ("MGNWC") TO ACQUIRE  
A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT UTILITY EASEMENT FOR THE PROJECT**

**Morton Grove-Niles Water Commission ("MGNWC")  
Water Transmission Main Line Project  
IEPA Loan Project Number L175513**

**Project: Land Acquisition and Construction of New Water Main Lines, Two (2) Pump Stations and a Water Storage Standpipe, and Rehabilitation of Certain Existing Water Main Lines to Connect the Villages of Morton Grove and Niles to the MGNWC's Future Water Supplier, the City of Evanston**

**Address: 6115 MONROE COURT, MORTON GROVE, ILLINOIS PINS: 10-20-301-031 AND 10-20-301-013  
See Legal Description in the Attached Utility Easement Agreement**

I, Howard Wada the undersigned, state and certify as follows:

- A. I am authorized to sign this Property Owner Consent on behalf of the below listed fee simple owner(s) of the Real Property.
- B. The fee simple owner(s) of Real Property located at 6115 Monroe Court, Morton Grove, Illinois (the "Property") is Monroe Court Venture, LLC (the "Property Owner").
- C. The Property Owner understands his/her/their/its rights under the federal Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (42 USC 4601 et seq.) (the "Act") relating to payment of certain financial compensation by the Morton Grove-Niles Water Commission to the Property Owner in consideration of the Property Owner's approval and execution of the Utility Easement Agreement that grants a temporary construction easement(s) and a permanent easement(s) to be filed against title to the Real Property to allow the Morton Grove-Niles Water Commission to install and operate a water main transmission line and related infrastructure on the Real Property as part of the completion of the Project.
- D. The purpose of the Act is to require units of local government to pay fair market value to property owners when units of local government desire to acquire fee simple title to or easement rights in privately owned real property.
- E. When seeking to acquire ownership of or easement rights in private real property, units of local government are required to participate in a time-consuming land acquisition process with the property owner that requires two (2) levels of appraisal review before a decision is made that results in either a mutually agreed upon acquisition of fee simple title or securing easement rights in private property, or the unit of local government is forced to consider acquiring the real property via an eminent domain action. There is an exception to the Act's two (2) level appraisal review and land acquisition process, which involves the unit of

local government and the private property owner reaching a mutually agreeable fair market value for the acquisition of fee simple title in or securing easement rights in private property

without the threat of use of an eminent domain action ("Exception #1" under the Act; 49 CFR 24.101(b)(1)).

- F. The Morton Grove-Niles Water Commission has acquired the easement rights in the Real Property through negotiations which resulted in an amicable agreement.
- G. The Morton Grove-Niles Water Commission did not acquire the easement rights in the Real Property through eminent domain, condemnation proceedings or the use of coercive actions to induce an agreement. The MGNWC advised that it would not acquire the easement rights in the Real Property through eminent domain or condemnation proceedings because other alternative property options existed to install the Project improvements that did not require any land acquisition.
- H. The Morton Grove-Niles Water Commission advised, in writing, of what it believed to be the market value of the temporary construction easement rights and the permanent easement rights to be granted in the Real Property.
- I. Based on the estimated market value of the temporary construction easement rights and the permanent easement rights in the Real Property, the Morton Grove Water Commission provided adequate consideration for the easement rights acquired in the Real Property.
- J. The Morton Grove-Niles Water Commission has provided a copy of an appraisal (prepared by an MAI Appraiser) verifying the value of the easement rights in the Real Property. The term appraisal means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The appraisal includes:
  - a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property;
  - b. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value;
  - c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction;
  - d. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate; and
  - e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
- K. If the value of the easement rights in the Real Property, as determined by any review process of the appraisal, is less than the amount that the Morton Grove-Niles Water

Commission paid for the easement rights in the Real Property, the Morton Grove-Niles Water Commission agreed, in writing, to allow the Property Owner to retain the surplus amount.

- L. If the value of the easement rights in the Real Property, as determined by any review process of the appraisal, is more than the amount that the Morton Grove-Niles Water Commission paid for the easement rights in the Real Property, the Morton Grove-Niles Water Commission agreed, in writing, to pay the difference in property valuation within thirty (30) calendar days of the completion of the appraisal review process.
- M. The Morton Grove-Niles Water Commission agree, in writing, to reimburse the Property Owner for all reasonable expenses necessarily incurred for:
  - a. Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying or securing the easement rights in the Real Property;
  - b. **(REQUIRED ONLY FOR LAND PURCHASES, NOT EASEMENTS)** Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Real Property; and
  - c. **(REQUIRED ONLY FOR LAND PURCHASES, NOT EASEMENTS)** The pro rata portion of any prepaid real property taxes which are allocable to the period after the MGNWC obtains title to the Real Property or effective possession of it, whichever is earlier.
- N. I agree that this Property Owner Consent shall be admissible in evidence in any action in which the terms of this Consent is sought to be enforced.
- O. I have signed this Property Owner Consent as my own free and voluntary act.

Signature: *Howard Wladon* Date: 11/25/18, 2018  
By: Howard Wladon MANAGER  
Print Name and Title

Notary Public: *Erika M Clifford*  
Date: 1/25/2018  
Commission Expires: 11/6/2021







March 2, 2018

Subject: Invoice 8 for Water Transmission Main & Facilities Design  
Morton Grove – Niles Water Commission (MGNWC)

Dear MGNWC Operations Team:

Attached is the submittal of Invoice 8 for this contract. The hourly charges and invoice amounts for each package are summarized on attached spreadsheet to show how work by every firm of the Stanley Team links to the contract deliverables. The hours and fee amounts shown are provided for comparison with Contract Group Exhibit "B" Projected Labor and Budget spreadsheet dated June 30, 2017. The Exhibit "B" spreadsheet was prepared to determine the overall not-to-exceed project budget of \$4,459,313. The actual costs and hours for individual line items will vary from the values shown. Supplemental Agreement (SA) #s 1, 2 and 3 have been incorporated into this invoice for total amount of \$595,506 for a revised billing limit of \$5,054,819 and remaining balance of \$520,621. SA #4 will be added later.

Please note the following:

1. Each firm has now determined the revised amount for Invoice 1 based on actual rates times an average multiplier instead of standard billing rates.
  - a. Stanley and Knight applied these credits to Invoice 5.
  - b. Applied Technologies and Strand applied these credits to Invoice 6.
  - c. Robinson has applied this credit to Invoice 7.
  - d. Ciorba Group has calculated a \$2,993.74 credit for revised Invoice 1. This credit has been applied to Invoice 8.
2. The revised fee budgets for each package and deliverable are shown on the invoice in yellow highlight. Refer to attached budget breakdown for SA #s 1, 2, and 3 for individual amounts. Note the following updates:
  - a. A net zero rebudget was made between Package A Project Assistance and Package M.5 Land Acquisition Expenses to reconcile with the final invoice from Santacruz.
  - b. A net zero rebudget was made between Package G Nagle Avenue Pump Station, Contract 7 and Package M.7 Radio Study Expenses to reconcile with the subcontract with TCIC, Inc.
3. Credit amounts of \$10,113.96 and \$8,757.62 have been applied to Invoice 8 due to a previous overpayment and a revision to Invoice 7, respectively. Refer to attached invoice log that was prepared to help reconcile the invoicing, payments received and applied credits.

The monthly progress report provides a description of work completed in January, work planned for February, and any issues or information needed.

MGNWC Operations Team  
March 1, 2018  
Page 2

Please direct questions and comments on invoices to me at 563.264.6453 or  
GustafsonShawn@StanleyGroup.com.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in cursive script that reads "Shawn D. Gustafson". The signature is written in black ink and is positioned below the typed name of the sender.

Shawn D. Gustafson, PE PMP  
Senior Project Manager



**Stanley Consultants INC.**  
 8501 West Higgins Road, Suite 730  
 Chicago, IL 60631-2801

Morton Grove-Niles Water Commission  
 Village of Niles Village Hall  
 1000 Civic Center Drive  
 Niles, IL 60714

February 28, 2018  
 Project No: 27793.01.00  
 Invoice No: 0203247

**Invoice Total \$ 232,180.96**

Attention: Accounts Payable  
 For: MGNWC Transmission Main & Facilities Design

**Professional Services Through January 27, 2018**

Task	Task Name	Deliverable	Total Hours	Total Fee	Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position				
<b>M.1</b>	<b>General Expenses (Stanley)</b>			<b>\$ 6,570</b>				
EXP	Travel Expense (Agency Visits), Mailing, Reproduction, and Misc.		87 Miles @ \$0.535 UPS = \$73.48 Parking = \$30.00				2%	\$ 150.03
<b>A</b>	<b>Project Mgmt. Admin &amp; Assistance (Stanley)</b>		<b>2,623.0</b>	<b>\$ 426,443</b>				
<b>01A</b>	<b>Revenue Adjustment</b>							\$ -
<b>01A</b>	<b>Deliverable MTGS1 - Meetings</b>		<b>299.0</b>	<b>\$ 49,516</b>				
	Stanley Team Project Meetings & Coordination, MGNWC Operating Staff Workshops, Board/Committee Meetings, and Stakeholder Meetings (Skokie, Public, Hearings, etc.).	Bovenkamp, Jon Colby, Michael Kwon, Christopher Smurlo, Anthony Talukdar, Arundhatee Thomas, Lawrence Warren, Scott Yargicoglu, Atalay	Lead Mech Engineer Civil Engineer Electrical Engineer Lead Civil Engineer Electrical Engineer Project Manager I & C Engineer Lead Structural Engr	\$ 56.27 \$ 28.13 \$ 48.49 \$ 54.42 \$ 37.50 \$ 75.94 \$ 47.12 \$ 54.90	2.0 1.5 2.0 4.0 1.5 21.5 1.5 1.0	\$ 112.54 \$ 42.20 \$ 96.98 \$ 217.68 \$ 56.25 \$ 1,632.71 \$ 70.68 \$ 54.90		
			<b>3.15 times</b>		12%	35.0	15%	\$ 7,194.41
<b>01A</b>	<b>Deliverable PA001 - Project Assistance</b>		<b>868.0</b>	<b>\$ 133,019</b>				
	Project Funding Strategy Assistance, Quality Assurance and Quality Control (QA/QC), Engineer's Opinion of Probable Cost (General), Vulnerability Analysis, Specifications Standardization, and Allocation of Benefits Calculations Assistance.	Colby, Michael Despinoy, Katherine Gomillia, DeLois Kennedy, Jean Stephens, Katherine Thomas, Lawrence Worthington, Janet	Civil Engineer Project Manager Admin Assistant Admin Assistant Civil Engineer Project Manager Admin Assistant	\$ 28.13 \$ 62.50 \$ 20.83 \$ 25.72 \$ 31.63 \$ 75.94 \$ 24.18	59.0 18.0 1.5 3.0 23.5 86.5 4.5	\$ 1,659.67 \$ 1,125.00 \$ 31.25 \$ 77.16 \$ 743.31 \$ 6,568.81 \$ 108.81		
			<b>3.15 times</b>		23%	196.0	24%	\$ 32,489.13
<b>01A</b>	<b>Deliverable PM001 - Project Mgmt</b>		<b>1,237.0</b>	<b>\$ 207,788</b>				
	Project Management, Project Cost and Schedule Control, Project Administration, Monthly Progress Report, Project Contract Sequencing, Improvements Scheduling, & Construction Ops Plan, and Project Development Report Updates.	Colby, Michael Gustafson, Shawn Thomas, Lawrence	Civil Engineer Project Manager Project Manager	\$ 28.13 \$ 67.31 \$ 75.94	5.0 41.5 5.5	\$ 140.65 \$ 2,793.37 \$ 417.67		
			<b>3.15 times</b>		4%	52.0	5%	\$ 10,557.82
<b>01A</b>	<b>Deliverable PRMT1 - Permit Mgmt</b>		<b>219.0</b>	<b>\$ 36,120</b>				
	IDOT, CCHD, Joint IDNR/USACE, MWRDGC, and CCBBD Permit Management & Coordination, IEPA Permit & SRF Management & Coordination, and Skokie Permit Management & Coordination.	Colby, Michael Thomas, Lawrence	Civil Engineer Project Manager	\$ 28.13 \$ 75.94	14.5 2.5	\$ 407.89 \$ 189.85		
			<b>3.15 times</b>		8%	17.0	5%	\$ 1,882.88

Task	Task Name	Deliverable	Total Hours	Total Fee	Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position				
<b>F</b>	<b>Intermediate Pump Station. Contract 6</b>		<b>1,797.0</b>	<b>\$ 258,038</b>				
01F	PKG1F - Intermediate Pump Station	30% Preliminary Site Plan & Building Drawings, Zoning & Special Permit Documents, 75% Permit Plan and Profile Drawings and Specifications, 90% Construction Plan and Profile Drawings and Specifications, 100% Bidding Documents, Engineer's Opinion of Probable Cost (75% and 90%), QA/QC, Addenda Preparation Assistance, Bid Review Assistance, and Conformed Contract Documents.	Colby, Michael Hill, Matthew Kowalczykowska, Beata Kwon, Christopher Smurlo, Anthony Stephens, Katherine Talukdar, Arundhatee Thomas, Lawrence Warren, Scott Zargar, Majid	Civil Engineer I & C Engineer Designer Electrical Engineer Lead Civil Engineer Civil Engineer Electrical Engineer Project Manager I & C Engineer Lead Elec Engineer	\$ 28.13 \$ 34.16 \$ 33.69 \$ 48.49 \$ 54.42 \$ 31.63 \$ 37.50 \$ 75.94 \$ 47.12 \$ 68.34	31.0 1.0 19.0 24.0 8.0 21.0 2.5 15.5 1.5 3.0	\$ 872.03 \$ 34.16 \$ 640.11 \$ 1,163.76 \$ 435.36 \$ 664.23 \$ 93.75 \$ 1,177.07 \$ 70.68 \$ 205.02	
			<b>3.15 times</b>		7%	126.5	7%	\$ 16,871.94
<b>G</b>	<b>Nagle Avenue Pump Station. Contract 7</b>		<b>2,355.0</b>	<b>\$ 343,574</b>				
01G	PKG1G - Main Pump Station	Transmission System Hydraulic Modeling and Surge Analysis, 30% Preliminary Site Plan & Building Drawings, 75% Permit Plan and Profile Drawings and Specifications, 90% Construction Plan and Profile Drawings and Specifications, 100% Bidding Documents, Engineer's Opinion of Probable Cost (75% and 90%), QA/QC, Addenda Preparation Assistance, Bid Review Assistance, and Conformed Contract Documents.	Bovenkamp, Jon Carter, Zachary George Jr, David Graves, Michael Grothe, Barry Hill, Matthew Hoag, Mandy Jackson, Dwayne Kowalczykowska, Beata Kwon, Christopher Nelson, David Smurlo, Anthony Talukdar, Arundhatee Warren, Scott Zargar, Majid	Lead Mech Engineer I & C Engineer Designer Lead Designer Designer I & C Engineer Specifications Writer Designer Designer Electrical Engineer Designer Lead Civil Engineer Electrical Engineer I & C Engineer Lead Elec Engineer	\$ 56.27 \$ 33.41 \$ 31.89 \$ 44.82 \$ 32.08 \$ 34.16 \$ 29.28 \$ 33.61 \$ 33.69 \$ 48.49 \$ 29.22 \$ 54.42 \$ 37.50 \$ 47.12 \$ 68.34	11.0 42.0 2.5 8.0 36.0 42.0 7.5 8.0 53.0 11.0 25.5 15.0 35.0 41.0 6.0	\$ 618.97 \$ 1,403.22 \$ 79.73 \$ 358.56 \$ 1,154.88 \$ 1,434.72 \$ 219.60 \$ 268.88 \$ 1,785.57 \$ 533.39 \$ 745.11 \$ 816.30 \$ 1,312.50 \$ 1,931.92 \$ 410.04	
			<b>3.15 times</b>		15%	343.5	12%	\$ 41,181.18
<b>II</b>	<b>MGNWC Standpipe. Contract 8</b>		<b>396.0</b>	<b>\$ 57,392</b>				
01H	PKG1H - Standpipe	30% Preliminary Plan Drawings, 75% Permit Plan and Profile Drawings and Specifications, 90% Construction Plan and Profile Drawings and Specifications, 100% Bidding Documents, Engineer's Opinion of Probable Cost (75% and 90%), QA/QC, Addenda Preparation Assistance, Bid Review Assistance, and Conformed Contract Documents.						
			<b>3.15 times</b>		0%	0.0	0%	\$ -
<b>I</b>	<b>General Civil Design</b>		<b>1,354.0</b>	<b>\$ 179,598</b>				
01I	CIV01 - General Civil	Project Meetings, Erosion Control Plan Sheets, Traffic Control Plan Sheets, Temporary Traffic Signal Plans, ADA Ramp Design, Civil Pavement Details, Roadway Specifications, Cost Estimates (90%), NPDES Permitting Assistance, IDOT Permitting Assistance, and Addenda Preparation Assistance.						
			<b>3.15 times</b>		0%	0.0	0%	\$ -
<b>J</b>	<b>Materials Procurement. Contract 5</b>		<b>324.0</b>	<b>\$ 39,824</b>				
01J	PKG1J - Procurement	Prepare Pipe, Fittings, and Valves Procurement Documents, Receive Procurement Proposals (3) and Respond to Questions, and Review and Prepare Procurement Recommendations.						
			<b>3.15 times</b>		0%	0.0	0%	\$ -

Task	Task Name	Deliverable	Total Hours	Total Fee	Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position				
<b>K</b>	<b>Project Bidding</b>		<b>304.0</b>	<b>\$ 47,450</b>				
01K	PKG1K - Bidding	Distribution of Bidding Documents, Prequalification of Bidders, Pre-Bid meeting, Bid Questions and Addenda, Bid Receiving, and Bid Reviews.	Carter, Zachary	I & C Engineer	\$ 33.41	0.5	\$ 16.71	
			Colby, Michael	Civil Engineer	\$ 28.13	0.5	\$ 14.07	
			Grass, Curt	Civil Engineer	\$ 31.49	43.0	\$ 1,354.07	
			Grothe, Barry	Designer	\$ 32.08	11.0	\$ 352.88	
			Henneman, Karen	Designer	\$ 40.72	20.0	\$ 814.40	
			Hoag, Mandy	Specifications Writer	\$ 29.28	20.0	\$ 585.60	
			Jackson, Dwayne	Designer	\$ 33.61	117.5	\$ 3,949.18	
			Kennedy, Jean	Admin Assistant	\$ 25.72	3.0	\$ 77.16	
			Kwon, Christopher	Electrical Engineer	\$ 48.49	2.0	\$ 96.98	
			Smurlo, Anthony	Lead Civil Engineer	\$ 54.42	22.0	\$ 1,197.24	
			Sonar, Sagar	Lead Civil Engineer	\$ 62.50	5.0	\$ 312.50	
			Stephens, Katherine	Civil Engineer	\$ 31.63	88.0	\$ 2,783.44	
			Warren, Scott	I & C Engineer	\$ 47.12	1.0	\$ 47.12	
			Wingo, Jeffrey	Civil Engineer	\$ 28.85	3.0	\$ 86.55	
			<b>3.15 times</b>		111%	336.5	78%	\$ 36,816.89
<b>L</b>	<b>Public Information Program</b>		<b>144.0</b>	<b>\$ 13,904</b>				
01L	PKG1L - Public Information	Web Site Development and Management, and News Releases and Publications.						
			<b>3.15 times</b>		0%	0.0	0%	\$ -



Task	Task Name	Deliverable	Total Hours	Total Fee	Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position				
N	Nagle Avenue SW Detention & 20" WMI		28.0	\$ 4,860				
01N	PKGIN - Nagle Avenue Storm	Project Management, Meetings, Permitting and Land Acquisition Assistance, 90% Construction Plan and Profile Drawings and Specifications, 100% Bidding Documents, and QA/QC.						
					\$ 28.13		\$ -	
					\$ 54.42		\$ -	
			3.15 times		0%	0.0	0%	\$ -
Subtotal (Stanley)			9,325.0	\$ 1,377,653	12%	1,106.5	11%	\$ 147,144.28
Subconsultants			Total Hours	Total Fee	Invoice Hours	Invoice Amount		
B	East 30" Transmission Main Package - Applied Technologies		5,221.0	\$ 710,565				
SUB01	East Segment 30" Transmission Main, Contract 1				1%	51.5	1%	\$ 6,360.27
C	West 30" Transmission Main Package - Ciorba		4,836.0	\$ 625,992				
SUB02	West Segment 30" Transmission Main, Contract 2				11%	524.0	9%	\$ 59,461.41
D	20" Transmission Main Package - Strand		5,587.0	\$ 786,537				
SUB03	20" Transmission Main, Contract 3				4%	203.00	4%	\$ 32,086.58
E	Existing 20" Transmission Main Maintenance - Robinson		1,958.0	\$ 291,496				
SUB04	Existing 20" Transmission Main Maintenance, Contract 4				0%	0.0	0%	\$ -
M.2	Survey and Geotechnical Expenses - Robinson			\$ 764,445				
SUB04	Survey and Geotechnical Expenses (Robinson)						0%	\$ -
M.4	Easement Identification & Acquisitions Assistance - Robinson			\$ 164,195				
SUB04	Easement Identification & Acquisitions Expenses						0%	\$ -
F & G	Pump Stations - Knight		1,852.0	\$ 206,988				
SUB05	Pump Stations, Contracts 6 and 7				0%	0.0	0%	\$ -
M.6	Environmental Services - Knight			\$ 40,410				
SUB05	Environmental Service Expenses						0%	\$ -
M.5	Land Acquisition Expenses - Santacruz			\$ 77,188				
SUB06	Land Acquisition Expenses						8%	\$ 6,000.00
M.3	Corrosion Survey Expenses - Corpro			\$ 8,600				
SUB07	Corrosion Survey Expenses						0%	\$ -
M.7	Radio Study Expenses - TCIC			\$ 750				
SUB08	Radio Study Expenses						0%	\$ -
Subtotal (Subconsultants)			19,454.0	\$ 3,677,166	4%	778.5	3%	\$ 103,908.26
Project Totals			28,779.0	\$ 5,054,819	7%	1,885.0	5%	\$ 251,052.54

Billing Limits	Current	Prior	To-Date
Total Billings	\$ 251,052.54	\$ 4,283,145.10	\$ 4,534,197.64
Limit			\$ 4,459,313.00
Supplemental Agreement No. 1			\$ 84,370.00
Supplemental Agreement No. 2			\$ 210,402.00
Supplemental Agreement No. 3			\$ 300,734.00
Revised Limit			\$ 5,054,819.00
Remaining			\$ 520,621.36

TOTAL THIS INVOICE	\$ 251,052.54
LESS APPLIED CREDIT from 2/06 payment	\$ (10,113.96)
LESS APPLIED CREDIT from Invoice 7 Revision 1	\$ (8,757.62)
<b>BALANCE</b>	<b>\$ 232,180.96</b>

**BUDGET BREAKDOWN FOR SUPPLEMENTAL AGREEMENTS**

**Supplemental Agreement No. 1**

27793.01.00-01N-PKG1N:	28.0	\$ 4,860
27793.01.00-SUB-SUB03 Strand:	114.0	\$ 17,560
27793.01.00-SUB-SUB04 Robinson:	0.0	\$ 61,950
<b>Total Supplemental Agreement No. 1</b>	<b>142.0</b>	<b>\$ 84,370</b>

**Supplemental Agreement No. 2**

Item Description	Hours	Fee	Hours	Fee
<b>27793.01.00-01A-PKG1A:</b>				
2-1 Harlem Ave Emergency Water Supply Interconnections	8.0	\$ 1,904		
2-2 Redundant Transmission Mains Under NB Chicago River	0.0	\$ -		
2-3 Leak Detection Sensors for Mains Under NB Chicago River	8.0	\$ 1,904	5.0	\$ 1,760 PM001
2-4 Replace Reservoir Flow Control Valves	4.0	\$ 952	46.0	\$ 7,104 PA001
2-5 Relocate Water Main to the West of Niles Station	4.0	\$ 952	3.0	\$ 600 PRMT1
2-7 Land Acquisition Services	39.0	\$ 5,912	9.0	\$ 2,160 MTGS1
	<u>63.0</u>	<u>\$ 11,624</u>	<u>63.0</u>	<u>\$ 11,624</u>

**27793.01.00-01G-PKG1G:**

2-6 Communications Room & Redundant Communications	289.0	\$ 48,030
2-6 Radio Use Investigation (TCIC)	0.0	\$ 750
	<u>289.0</u>	<u>\$ 48,780</u>

**27793.01.00-SUB-SUB01 ATI (Package B):**

2-5 Relocate Water Main to the West of Niles Station	72.0	\$ 10,800
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**27793.01.00-SUB-SUB02 Ciorba (Package C):**

2-8 Morton Grove Roadway Reconstruction	542.0	\$ 75,120
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**27793.01.00-SUB-SUB03 Strand (Package D):**

2-2 Redundant Transmission Mains Under NB Chicago River	136.0	\$ 20,400
2-3 Leak Detection for Mains Under NB Chicago River	82.0	\$ 12,300
2-4 Replace Reservoir Flow Control Valves	60.0	\$ 9,000
	<u>278.0</u>	<u>\$ 41,700</u>

**27793.01.00-SUB-SUB04 Robinson (Package E, M.2):**

2-1 Harlem Ave Emergency Water Supply Interconnections	120.0	\$ 18,000
2-2 Redundant Transmission Mains Under NB Chicago River	0.0	\$ -
2-5 Relocate Water Main to the West of Niles Station	0.0	\$ -
2-9 Additional Geotechnical at Nagle Ave Pump Station	0.0	\$ 7,610
	<u>120.0</u>	<u>\$ 25,610</u>

**27793.01.00-SUB-SUB05 Knight (Package F, G):**

2-6 Communications Room & Redundant Communications	20.0	\$ 2,680
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**27793.01.00-SUB-SUB06 Santacruz (Package M.5):**

2-7 Land Acquisition Services		\$ (5,912)
<b>Total Supplemental Agreement No. 2</b>	<u>1,384</u>	<u>\$ 210,402</u>

2-1	\$ 19,904	Harlem Ave Emergency Water Supply Interconnections
2-2	\$ 20,400	Redundant Transmission Mains Under NB Chicago River
2-3	\$ 14,204	Leak Detection Sensors for Mains Under NB Chicago River
2-4	\$ 9,952	Replace Reservoir Flow Control Valves
2-5	\$ 11,752	Relocate Water Main to the West of Niles Station
2-6	\$ 51,460	Communications Room & Redundant Communications
2-7	\$ -	Land Acquisition Services
2-8	\$ 75,120	Morton Grove Roadway Reconstruction
2-9	\$ 7,610	Additional Geotechnical at Nagle Ave Pump Station
	<u>\$ 210,402</u>	

**Supplemental Agreement No. 3**

Item Description	Hours	Fee		
<b>27793.01.00-01A-PKG1A:</b>				
3-1 Relocation of Intermediate Pump Station to Evanston	174.0	\$ 25,199	A.1 Project Management and Meetings (30 hrs)	\$ 4,296 MTGS1
General Expenses		\$ 2,070	A.14 Pump Station Alternatives Development (36 hrs)	\$ 5,226 PA001
			A.14 Preliminary Designs & Exhibits (36 hrs)	\$ 5,226 PA001
			A.14 Relocation Approval Assistance (36 hrs)	\$ 5,226 PA001
			A.14 Project Development Report Updates (36 hrs)	\$ 5,225 PA001
				<u>\$ 25,199</u>
<b>27793.01.00-01F-PKG1F:</b>				
3-1 Relocation of Intermediate Pump Station to Evanston	551.0	\$ 80,157	B.2 Contract 1 Permitting Assistance	\$ 2,900
			B.9 Contract 1 90% mods needed for Relocation	\$ 29,625
			B.10 Contract 1 100% mods needed for Relocation	\$ 2,700
			B.16 Conformed Documents	\$ 2,620
			D.2 Permitting Assistance	\$ 3,700
			D.7 Stream Crossing Consultations	\$ 5,180
			D.10 90% Transmission Main Construction Documents	\$ 24,830
			D.10 100% Bidding Documents	\$ 2,072
			D.16 Conformed Contract Documents	\$ 2,404
			F.4 Easement & Property Acquisition Assistance	\$ 15,432
			F.6 90% Pump Station Construction Documents	
			Stanley	\$ 54,304
			Knight	\$ 16,978
			F.7 100% Bidding Documents	
			Stanley	\$ 7,501
			Knight	\$ 2,330
			F.12 Conformed Contract Drawings	
			Stanley	\$ 2,920
			Knight	\$ 2,384
			M.1 General Expense	\$ 2,070
			M.2 Additional Geotechnical Borings	\$ 35,000
			M.4. Surveys, Investigations & Documents	\$ 60,585
				<u>\$ 300,734</u>
<b>Total Supplemental Agreement No. 3</b>	<u>1,431</u>	<u>\$ 300,734</u>		

INVOICE LOG

MGNWC Transmission Main & Facilities Project

#	Invoice No.	Total Amount	Credit Applied	Invoice Total	Reporting Period End	Invoice Date	Amount Paid	Payment Date	Balance Due	SA Amount	NTE Amount	NTE Balance	Notes
1	0197803	\$ 779,002.95	\$ -	\$ 779,002.95	07/22/17	08/01/17	\$ 779,002.95	09/13/17	\$ -	\$ -	\$ 4,459,313	\$ 3,680,310	
2	0198546	\$ 584,899.18	\$ -	\$ 584,899.18	07/29/17	09/01/17	\$ 584,899.18	10/19/17	\$ -	\$ -	\$ 4,459,313	\$ 3,095,411	
3	0198700	\$ 1,121,406.80	\$ -	\$ 1,121,406.80	09/02/17	09/13/17	\$ 1,223,802.48	12/01/17	\$ (102,395.68)	\$ -	\$ 4,459,313	\$ 1,974,004	Overpayment
4	0199609	\$ 793,901.99	\$ -	\$ 793,901.99	09/30/17	10/12/17	\$ 793,901.99	12/01/17	\$ -	\$ -	\$ 4,459,313	\$ 1,180,102	
5	0200609	\$ 625,638.08	\$ -	\$ 625,638.08	10/28/17	11/20/17	\$ 84,370.00 \$ 557,170.65	01/04/18 02/06/18	\$ (15,902.57)	\$ -	\$ 4,459,313	\$ 554,464	SA #1 advance Includes SA #2 advance
6	0201157	\$ 169,757.57	\$ -	\$ 169,757.57	12/02/17	12/14/17	\$ 169,757.57	02/06/18	\$ -	\$ 84,370	\$ 4,543,683	\$ 469,076	
7	0202063	\$ 208,538.53	\$ (108,184.29)	\$ 100,354.24	12/30/17	01/17/18	\$ 109,111.86	02/06/18	\$ 99,426.67	\$ -	\$ 4,543,683	\$ 260,538	
8	0203247	\$ 251,052.54	\$ (18,871.58)	\$ 232,180.96	01/27/18	02/28/18			\$ 251,052.54	\$ 210,402 \$ 1,095,449	\$ 4,754,085 \$ 5,849,534	\$ 219,887 \$ 1,315,336	
9													
10													
<b>TOTALS</b>		<b>\$ 4,534,197.64</b>	<b>\$ (127,055.87)</b>	<b>\$ 4,407,141.77</b>			<b>\$ 4,302,016.68</b>		<b>\$ 232,180.96</b>	<b>\$ 1,390,221</b>	<b>\$ 5,849,534</b>	<b>\$ 1,315,336</b>	





February 28, 2018  
Project No: 27793.01.00

**Job-to-Date Invoice Summary**

**Professional Services Through January 27, 2018**

Task	Task Name	Deliverable	Total Hours	Total Fee	% Hours	JTD Hours	% Fee	JTD Fee
						Quantity	\$/Unit	
M.1	General Expenses (Stanley)			\$ 6,570				
EXP							116%	\$ 7,644.13
A	Project Mgmt, Admin & Assistance (Stanley)		2,623.0	\$ 426,443				
01A	Revenue Adjustment							
	Invoice 1 Rates Credit (Stanley)							\$ (24,943.54)
01A	Deliverable MTGS1 - Meetings		299.0	\$ 49,516				
					130%	389.5	129%	\$ 63,858.15
01A	Deliverable PA001 - Project Assistance		868.0	\$ 133,019				
					121%	1,051.5	97%	\$ 128,902.93
01A	Deliverable PM001 - Project Mgmt		1,237.0	\$ 207,788				
					59%	727.0	65%	\$ 135,080.88
01A	Deliverable PRMT1 - Permit Mgmt		219.0	\$ 36,120				
					102%	223.5	68%	\$ 24,509.10
F	Intermediate Pump Station, Contract 6		1,797.0	\$ 258,038				
01F					92%	1,656.5	86%	\$ 222,000.03
G	Nagle Avenue Pump Station, Contract 7		2,355.0	\$ 343,574				
01G					122%	2,863.5	108%	\$ 369,694.49
H	MGNWC Standpipe, Contract 8		396.0	\$ 57,392				
01H					116%	458.0	108%	\$ 61,895.08
I	General Civil Design		1,354.0	\$ 179,598				
01I					103%	1,390.5	101%	\$ 180,733.63
J	Materials Procurement, Contract 5		324.0	\$ 39,824				
01J					36%	117.5	44%	\$ 17,678.24
K	Project Bidding		304.0	\$ 47,450				
01K					339%	1,029.5	242%	\$ 115,024.80
L	Public Information Program		144.0	\$ 13,904				
01L					0%	0.0	0%	\$ -
N	Nagle Avenue SW Detention & 20" WM		28.0	\$ 4,860				
01N					134%	37.5	92%	\$ 4,482.42
<b>Subtotal (Stanley)</b>			<b>9,325.0</b>	<b>\$ 1,377,653</b>	<b>107%</b>	<b>9,944.5</b>	<b>95%</b>	<b>\$ 1,306,560.34</b>
<b>Subconsultants</b>			<b>Total Hours</b>	<b>Total Fee/</b>	<b>JTD</b>	<b>% Fee</b>	<b>JTD Fee</b>	
				<b>% Hours</b>	<b>Hours</b>			
B	East 30" Transmission Main Package - Applied Technologies		5,221.0	\$ 710,565				
SUB01	East Segment 30" Transmission Main, Contract 1				96%	5,014.5	92%	\$ 652,031.43
C	West 30" Transmission Main Package - Ciorba		4,836.0	\$ 625,992				
SUB02	West Segment 30" Transmission Main, Contract 2				104%	5,016.0	97%	\$ 610,262.35
D	20" Transmission Main Package - Strand		5,587.0	\$ 786,537				
SUB03	20" Transmission Main, Contract 3				95%	5,300.8	89%	\$ 703,377.44
E	Existing 20" Transmission Main Maintenance - Robinson		1,958.0	\$ 291,496				
SUB04	Existing 20" Transmission Main Maintenance, Contract 4				105%	2,048.5	100%	\$ 291,496.00
M.2	Survey and Geotechnical Expenses - Robinson			\$ 764,445				
SUB04	Survey and Geotechnical Expenses (Robinson)						81%	\$ 622,947.20
M.4	Easement Identification & Acquisitions Assistance - Robinson			\$ 164,195				
SUB04	Easement Identification & Acquisitions Expenses						49%	\$ 80,055.00
F & G	Pump Stations - Knight		1,852.0	\$ 206,988				
SUB05	Pump Stations, Contracts 6 and 7				78%	1,452.5	88%	\$ 181,680.38
M.6	Environmental Services - Knight			\$ 40,410				
SUB05	Environmental Service Expenses						0%	\$ -
M.5	Land Acquisition Expenses - Santacruz			\$ 77,188				
SUB06	Land Acquisition Expenses						100%	\$ 77,187.50
M.3	Corrosion Survey Expenses - Corpro			\$ 8,600				
SUB07	Corrosion Survey Expenses						100%	\$ 8,600.00
M.7	Radio Study Expenses - TCIC			\$ 750				
SUB08	Radio Study Expenses						0%	\$ -
<b>Subtotal (Subconsultants)</b>			<b>19,454.0</b>	<b>\$ 3,677,166</b>	<b>97%</b>	<b>18,832.3</b>	<b>88%</b>	<b>\$ 3,227,637.30</b>
<b>Project Totals</b>			<b>28,779.0</b>	<b>\$ 5,054,819</b>	<b>100%</b>	<b>28,776.8</b>	<b>90%</b>	<b>\$ 4,534,197.64</b>



February 28, 2018  
 Project No: 27793.01.00  
 Invoice No. 0203247

**Invoice #8 General Expenses Summary**

**Professional Services Through January 27, 2018**

Task	Description	Quantity	\$/Unit	Total
<b>M.1</b>	<b>General Expenses (Stanley)</b>			
4-Dec	Mileage, L. Thomas	16	\$0.535	\$ 8.56
12-Dec	Mileage, L. Thomas	10	\$0.535	\$ 5.35
14-Dec	Mileage, L. Thomas	10	\$0.535	\$ 5.35
15-Dec	Mileage, L. Thomas	15	\$0.535	\$ 8.03
15-Dec	Mileage, L. Thomas	10	\$0.535	\$ 5.35
18-Dec	Mileage, L. Thomas	16	\$0.535	\$ 8.56
20-Dec	Mileage, L. Thomas	10	\$0.535	\$ 5.35
21-Dec	UPS			\$ 73.48
24-Jan	Parking for USACE meeting			\$ 30.00
<b>EXP</b>			<b>Deliverable Total</b>	<b>\$ 150.03</b>

**Expense Report**  
**Report Name : USACE Parking**

**Employee Name :** Colby, Michael S.  
**Employee ID :** 09277

**Report Header**

**Policy :** \*SC US Expense Policy  
**\*Business Purpose :** 02, Field / Project Expense  
**Comment with Business Purpose Detail :** Parking for USACE meeting downtown Chicago  
**Report Id :** 387BB0D6ED2A4D41AB55  
**Receipts Received :** No  
**Report Date :** 01/25/2018  
**Has Exceptions :** No  
**Approval Status :** Approved  
**Payment Status :** Sent for Payment  
**Currency :** US, Dollar  
**\*SC-Company Hierarchy Level 1-Company :** Stanley Consultants, Inc.  
**\*SC-Custom 01-Charge Type :** Direct  
**\*SC-Custom 02-Client Name :** Morton Grove-Niles Water Commiss  
**\*SC-Custom 03-Project :** MGNWC Water Supply Design / Expenses  
**\*SC-Custom 04-Allowable/Unallowable :** Allowable  
**\*SC-Custom 05-Task :** Expenses  
**Custom 17-Vendor ID :** 09277

Transaction Date	Expense Type	Business Purpose	Vendor	City of Purchase	Transaction Amount	Foreign Amount	Currency	Approved Amount	Exchange Rate	From Location	To Location	Custom 11-Rate Per Mile	*SC-Custom 09-Rate Per Day	*SC-Custom 08-# of Days	Has Comments	*Business Purpose
01/24/2018	Parking		Tower Self Park	Chicago		\$30.00	US, Dollar	\$30.00	1.00000000000000						Yes	02, Field / Project Expense
<b>Comment :</b> Colby, Michael S. (01/25/2018): Parking for USACE meeting downtown Chicago, no receipt given. <b>Allocations :</b> 100.00% (\$30.00) SC-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS																

Note: The sum of allocation amounts may not exactly match the expense amount due to rounding.

<b>Report Total :</b>	\$30.00
<b>Personal Expenses :</b>	\$0.00
<b>Total Amount Claimed :</b>	\$30.00
<b>Amount Approved :</b>	\$30.00
<b>Currency :</b>	US, Dollar
<b>Company Disbursements</b>	
<b>Amount Due Employee :</b>	\$30.00
<b>Amount Due Company Card :</b>	\$0.00
<b>Total Paid By Company :</b>	\$30.00
<b>Employee Disbursements</b>	
<b>Amount Due Company :</b>	\$0.00
<b>Amount Due Company Card From Employee :</b>	\$0.00
<b>Total Paid By Employee :</b>	\$0.00

**Expense Report**  
**Report Name : Thomas January Expense Report**

**Employee Name :** Thomas, Lawrence E.  
**Employee ID :** 08936

**Report Header**

**Policy :** \*SC US Expense Policy

**Report Id :** 19CBF633653E4320BF18

**Receipts Received :** Yes

**Report Date :** 01/15/2018

**Has Exceptions :** No

**Approval Status :** Approved

**Payment Status :** Sent for Payment

**Currency :** US, Dollar

**\*SC-Company Hierarchy Level 1-Company :** Stanley Consultants, Inc.

**Custom 17-Vendor ID :** 08936

Transaction Date	Expense Type	Business Purpose	Vendor	City of Purchase	Transaction Amount	Foreign Amount	Currency	Approved Amount	Exchange Rate	From Location	To Location	Custom 11-Rate Per Mile	*SC-Custom 09-Rate Per Day	*SC-Custom 08-# of Days	Has Comments	*Business Purpose
12/21/2017	Tolls/Road Charges		IL Toll			\$7.10	US, Dollar	\$7.10	1.00000000000000						Yes	01. Business Development
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): Joliet Proposal														
	<b>Allocations :</b>	100.00% (\$7.10) SCI-Overhead-Bus Dev (H02XX)-H0260.02.02-006-721-00152														
12/21/2017	Personal Car Mileage	Proposal development meeting				\$66.34	US, Dollar	\$66.34	1.00000000000000	Chicago	Frankfort	0.545			Yes	01. Business Development
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): Joliet proposal														
	<b>Allocations :</b>	100.00% (\$66.34) SCI-Overhead-Bus Dev (H02XX)-H0260.02.02-006-721-00152														
12/20/2017	Personal Car Mileage	client meeting				\$5.35	US, Dollar	\$5.35	1.00000000000000	Chicago	Niles	0.545			Yes	02. Field / Project Expense
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): client meeting														
	<b>Allocations :</b>	100.00% (\$5.35) SCI-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS														
12/18/2017	Personal Car Mileage	client meeting				\$8.56	US, Dollar	\$8.56	1.00000000000000	Chicago	Morton Grove	0.545			Yes	02. Field / Project Expense
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): Client meeting														
	<b>Allocations :</b>	100.00% (\$8.56) SCI-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS														
12/15/2017	Personal Car Mileage	client meeting				\$5.35	US, Dollar	\$5.35	1.00000000000000	Chicago	Niles	0.545			Yes	02. Field / Project Expense
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): client meeting														
	<b>Allocations :</b>	100.00% (\$5.35) SCI-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS														
12/15/2017	Personal Car Mileage	drop off permit app				\$8.03	US, Dollar	\$8.03	1.00000000000000	Chicago	Skokie	0.545			Yes	02. Field / Project Expense
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): drop of permit app														
	<b>Allocations :</b>	100.00% (\$8.03) SCI-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS														
12/15/2017	Mobile/Cellular Phone		Verizon	Crystal Lake		\$75.00	US, Dollar	\$75.00	1.00000000000000						Yes	04. Cell Phone
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): communication														
	<b>Allocations :</b>	100.00% (\$75.00) SCI-Overhead-Admin (H01XX)-H0160.52.52-006-711-00010														
12/14/2017	Personal Car Mileage	Client meeting				\$5.35	US, Dollar	\$5.35	1.00000000000000	Chicago	Niles	0.545			Yes	02. Field / Project Expense
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): client meeting														
	<b>Allocations :</b>	100.00% (\$5.35) SCI-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS														
12/12/2017	Personal Car Mileage	client meeting				\$5.35	US, Dollar	\$5.35	1.00000000000000	Chicago	Niles	0.545			Yes	02. Field / Project Expense
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): Client meeting														
	<b>Allocations :</b>	100.00% (\$5.35) SCI-Direct-Morton Grove-Niles Water Commiss-27793.01.00-EXP-511-EXPNS														
12/11/2017	Tolls/Road Charges		IL Toll			\$7.15	US, Dollar	\$7.15	1.00000000000000						Yes	01. Business Development
	<b>Comment :</b>	Thomas, Lawrence E. (01/15/2018): project interview														
	<b>Allocations :</b>	100.00% (\$7.15) SCI-Overhead-Bus Dev (H02XX)-														

H0260.02.02-006-721-00152											
12/11/2017	Personal Car Mileage	Client meeting/Interview	\$59.39	US, Dollar	\$59.39	1.0000000000000000	Chicago	Homer Glen	0.545	Yes	01. Business Development
<b>Comment :</b>		Thomas, Lawrence E. (01/15/2018): project interview									
<b>Allocations :</b>		100.00% (\$59.39) SCI-Overhead-Bus Dev (H02XX)-H0260.02.02-006-721-00152									
12/04/2017	Personal Car Mileage	Client meeting	\$8.56	US, Dollar	\$8.56	1.0000000000000000	Chicago	Morton Grove	0.545	Yes	02. Field / Project Expense
<b>Comment :</b>		Thomas, Lawrence E. (01/15/2018): client meeting									
<b>Allocations :</b>		100.00% (\$8.56) SCI-Direct-Morton Grove-Niles Water Commls-27793.01.00-EXP-511-EXPNS									

Note: The sum of allocation amounts may not exactly match the expense amount due to rounding.

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<b>Report Total :</b>	\$281.53
<b>Personal Expenses :</b>	\$0.00
<b>Total Amount Claimed :</b>	\$281.53
<b>Amount Approved :</b>	\$281.53
<b>Currency :</b>	US, Dollar
<b>Company Disbursements</b>	
<b>Amount Due Employee :</b>	\$281.53
<b>Amount Due Company Card :</b>	\$0.00
<b>Total Paid By Company :</b>	\$281.53
<b>Employee Disbursements</b>	
<b>Amount Due Company :</b>	\$0.00
<b>Amount Due Company Card From Employee :</b>	\$0.00
<b>Total Paid By Employee :</b>	\$0.00

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**Delivery Service Invoice**

Invoice Date **December 23, 2017**  
 Invoice Number **0000A503T3517**  
 Shipper Number **A503T3**

**Outbound  
 UPS WorldShip**

Pickup Date	Pickup Record	Entry	Tracking Number	Service	ZIP Code	Zone	Weight	Published Charge	Incentive Credit	Billed Charge		
12/19	6114589250	1	1ZA503T30266055099	2nd Day Air Commercial	52761	206	5	40.49	-15.39	25.10		
				Customer Weight			2.5					
				Delivery Area Surcharge				2.45		2.45		
				Fuel Surcharge				2.68	-0.96	1.72		
				Customer Entered Dimensions = 18 x 13 x 3 in								
				<b>Total</b>				45.62	-16.35	29.27		
				1st ref: H0303.05.01-020- <del>IN</del> UPS 00010								
				Message Codes:r								
				2nd ref: General Mail								
<b>Total for Pickup Number: 6114589250</b>								<b>1 Package(s)</b>	<b>45.62</b>	<b>-16.35</b>	<b>29.27</b>	
12/20	6114589261	1	1ZA503T30366605304	Ground Commercial	70802	6	11	13.65	-2.32	11.33		
				Customer Weight			4					
				Fuel Surcharge				0.85	-0.14	0.71		
				Customer Entered Dimensions = 24 x 9 x 8 in								
				<b>Total</b>				14.50	-2.46	12.04		
				1st ref: H0260.02.70-005-00009								
				Message Codes:r								
				2nd ref: Jacob Loeske								
<b>Total for Pickup Number: 6114589261</b>								<b>1 Package(s)</b>	<b>14.50</b>	<b>-2.46</b>	<b>12.04</b>	
6114589272	1	1ZA503T30367672114	Ground Residential	90670	4	10	11.44	-1.24	10.20			
			Customer Weight			5.5						
			Residential Surcharge					3.40		3.40		
			Peak Surcharge - Residential					0.27		0.27		
			Fuel Surcharge					0.94	-0.08	0.86		
			Customer Entered Dimensions = 15 x 12 x 9 in									
				<b>Total</b>				16.05	-1.32	14.73		
				1st ref: 92161.83.08-020-00001								
				Message Codes:r								
				2nd ref: Rachel Balladares								
<b>Total for Pickup Number: 6114589272</b>								<b>1 Package(s)</b>	<b>16.05</b>	<b>-1.32</b>	<b>14.73</b>	
12/21	6114589283	1	1ZA503T31565091527	Next Day Air Early	60631	107	Letter	39.16		39.16		
				Commercial								
				Letter								
				Early Surcharge				30.00		30.00		
				Fuel Surcharge				4.32		4.32		
				<b>Total</b>				73.48		73.48		
				1st ref: 27793.01.00-01A-PA001 EXP EXP INS								
				2nd ref: Tony Mardam								
<b>Total for Pickup Number: 6114589283</b>								<b>1 Package(s)</b>	<b>73.48</b>	<b></b>	<b>73.48</b>	
<b>Total UPS WorldShip</b>								<b>4 Package(s)</b>	<b>149.65</b>	<b>-20.13</b>	<b>129.52</b>	
<b>Total Outbound</b>								<b>4 Package(s)</b>	<b>149.65</b>	<b>-20.13</b>	<b>129.52</b>	

**Adjustments & Other Charges**

**Shipping Charge Corrections** Learn how to avoid future shipping charge corrections. Visit [www.ups.com/avoidcharges](http://www.ups.com/avoidcharges).

Pickup Date	Tracking Number	Original Service/Corrected Service	ZIP Code	Zone	Weight	Published Charge	Incentive Credit	Billed Charge	Adjustment Amount	
12/19	1ZA503T30266055099	2nd Day Air	52761	206	5	40.49	-15.39	25.10		
		2nd Day Air	52761	206	4.0	36.25	-13.78	22.47		
		Audited Dimensions = 18 x 12 x 3 in								
		Customer Entered Dimensions = 18 x 13 x 3 in								
		Fuel Surcharge				-0.26	0.10	-0.16	-2.79	
		1st ref: H0303.05.01-020- <del>IN</del> UPS 00010								
		Sender : STANLEY CONSULTANTS INC PHOENIX AZ 85016								
		2nd ref: General Mail Receiver: General Mail Stanley Consultants - Muscatin MUSCATINE IA 52761								

**Invoice**

Project Manager Peter Kolb

Shawn Gustafson  
Stanley Consultants, Inc.  
8501 West Higgins Road  
Suite 730  
Chicago, IL 60631

February 7, 2018  
Project No: 6010  
Invoice No: 32934

Project 6010 MGNWC Water Transmission Main & Facilities-Contract 1  
Phase B: Transmission Main Package - East (Applied Technologies)  
Professional Services from December 26, 2017 to January 25, 2018  
Professional Personnel

	Hours	Rate	Amount	
Project Managers & QA/QC Engineers				
Smith, James	2.00	79.33	158.66	
Lead Civil & Mechanical Engineers				
DeLong, Joyce	22.50	44.74	1,006.65	
Doeringsfeld, Robert	16.00	39.98	639.68	
Designers				
Gerlach, Philip	11.00	31.25	343.75	
<b>Totals</b>	<b>51.50</b>		<b>2,148.74</b>	
<b>Total Labor</b>		<b>2.96 times</b>	<b>2,148.74</b>	<b>6,360.27</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	6,360.27	645,671.16	652,031.43	
Limit			661,920.00	
Remaining			9,888.57	
		<b>Total this Invoice</b>		<b>\$6,360.27</b>

**Outstanding Invoices**

Number	Date	Balance
32729	11/8/2017	142,550.58
32784	12/5/2017	35,526.15
32856	1/9/2018	15,744.24
<b>Total</b>		<b>193,820.97</b>

Billings to Date	Current	Prior	Total	Received	A/R Balance
	<b>6,360.27</b>	<b>645,671.16</b>	<b>652,031.43</b>	<b>451,850.19</b>	<b>200,181.24</b>

Terms: Net 10 Days







# CIORBA GROUP | Consulting Engineers

August 11, 2017  
 Project No: 0020603.02  
 Invoice No: <Draft>

Shawn Gustafson  
 Stanley Consultants, Inc.  
 8501 W Higgins Road, Suite 730  
 Chicago, Illinois 60631

0020603.02 Morton Grove and Niles-- Detailed Water S

**Professional Services from June 14, 2017 to July 15, 2017**

**Professional Personnel**

	Hours	Rate	Amount	
Zeeb, Hannah	136.00	27.50	3,740.00	
Principal				
Heimsoth, Gerald	3.00	80.00	210.00	
Project Manager				
O'Laughlin, Duane	16.50	76.00	1,155.00	
Wolff, Tony	41.50	71.00	2,905.00	
Project Engineer				
Attanaseo, Joseph	16.50	43.50	717.75	
Mattson, Luke	144.50	50.50	7,297.25	
Spina, Eric	9.50	43.00	408.50	
Vondra, Joseph	15.00	56.00	840.00	
Xi, Jason	116.50	56.50	6,582.25	
Senior Engineer				
Dow, Adam	60.50	35.50	2,147.75	
Johnson, Daniel	18.00	42.50	765.00	
Engineer II				
Daboub, Marie	47.00	32.00	1,504.00	
Engineer I				
Cisneros, Karina	62.50	34.00	2,125.00	
Daboub, Marie	36.50	30.50	1,113.25	
Daboub, Marie	32.00	32.00	1,024.00	
Sun, Jingyun	167.50	30.50	5,108.75	
Wierzbicki, Daniel	9.50	27.50	261.25	
Senior Technician				
Tumbev, Nikolay	138.50	37.00	5,124.50	
Totals	1,071.00		43,199.75	
<b>Total Labor</b>		<b>2.96 times</b>	<b>43,029.25</b>	<b>127,871.26</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	127,871.26	0.00	127,871.26
Limit			550,872.00
Remaining		423,000.74	
		<b>Total this Invoice</b>	<b>\$127,871.26</b>



# CIORBA GROUP | Consulting Engineers

February 8, 2018

Project No: 0020603.02

Invoice No: 0023474

Shawn Gustafson  
Stanley Consultants, Inc.  
8501 W Higgins Road, Suite 730  
Chicago, Illinois 60631

0020603.02 Morton Grove and Niles– Detailed Water S

**Professional Services from January 1, 2018 to January 26, 2018**

**Professional Personnel**

	Hours	Rate	Amount	
Lead Civil & Mechanical Engineer				
Mattson, Luke	15.00	53.00	795.00	
Civil Engineer				
Asfahani, Rami	5.00	36.00	180.00	
Sun, Jingyun	13.50	33.00	445.50	
Designer				
Tumbev, Nikolay	2.00	38.00	76.00	
Totals	35.50		1,496.50	
<b>Total Labor</b>		<b>2.96 times</b>	<b>1,496.50</b>	<b>4,429.64</b>

**Reimbursable Expenses**

Fed Ex				
1/4/2018	FedEx		96.09	
	<b>Total Reimbursables</b>		<b>96.09</b>	<b>96.09</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	4,525.73	605,736.62	610,262.35	
Limit			625,992.00	
Remaining			15,729.65	
		<b>Total this Invoice</b>		<b>\$4,525.73</b>



**CIORBA GROUP** | Consulting Engineers

Quality engineering solutions for the community

5507 N. Cumberland Avenue, Chicago, Illinois 60656-1471 ■ Tel 773.775.4009 ■ Fax 773.775.4014 ■ www.ciorba.com

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**Progress Report  
Narrative**

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Project	<u>MGNWC Water Transmission Main Design</u>	Project No.	<u>20603.02</u>
		Prepared by:	<u>TW</u>
		Date	<u>2/8/2018</u>
		Month Ending	<u>1/26/2018</u>

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**Work this period:**

1. Continued coordination on MWRD and IDOT permits.
2. Coordinated on utility permits.
3. Coordinated on Metra easement.
4. Submitted updated conformance plan documents.

**Anticipated work next period:**

1. Respond to permit review comments from IDOT.

**Items Ciorba Needs from Stanley:**

None

**Items Ciorba Owes Stanley:**

None

**Current Issues:**

None

**Out of Scope Work:**

None

**Additional Remarks:**

1. All of Ciorba's work during this billing period falls under Contract Task C – Transmission Main Package Central (Ciorba).



Strand Associates, Inc.  
 1170 South Houbolt Road  
 Joliet, IL 60431  
 (815) 744-4200

**Invoice**

Larry Thomas  
 Stanley Consultants  
 8501 W. Higgins Road Suite 730  
 Chicago, IL 60631

February 7, 2018  
 Project No: 4436.002  
 Invoice No: 0135527

Project: 4436.002 Morton Grove-Niles Water Main Design

Transmission Main Package West (Strand)

**Professional Services: January 1, 2018 through January 31, 2018**

**Professional Personnel**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
<b>Project Managers</b>				
Felker, Michael	.25	130.25	32.56	
Gabrisko, Darcie	1.25	84.90	106.13	
Straus, Robert	2.00	80.65	161.30	
Ulm, Chris	36.50	73.70	2,690.05	
Yentz, Matthew	3.00	74.50	223.50	
<b>Lead Civil &amp; Mechanical Engineers</b>				
Small, Daniel	1.00	52.69	52.69	
<b>Civil Engineers, EIT</b>				
Schmidgall, Kayla	4.00	32.85	131.40	
Specht, Kyela	32.50	35.08	1,140.10	
Yoss, Emily	6.75	34.93	235.78	
<b>Specifications Writer</b>				
Hutzler, Jerome	3.50	69.43	243.01	
<b>Administrative Assistants</b>				
Egeland, Deirdre	.75	38.77	29.08	
Lange, Samantha	3.00	18.75	56.25	
Meilinger, Adria	.75	23.72	17.79	
Rice, Lucia	.25	24.74	6.19	
Roberts, Laura	.75	22.00	16.50	
<b>Designers</b>				
Schaub, Alex	2.75	24.75	68.06	
	99.00		5,210.39	
<b>Total Labor</b>		<b>3.03 times</b>	<b>5,210.39</b>	<b>15,787.48</b>
		<b>Total this Project</b>		<b>\$15,787.48</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
0133191	11/7/2017	110,235.64
0133989	12/7/2017	31,357.05
0134850	1/9/2018	25,579.47
<b>Total</b>		<b>167,172.16</b>

Project: 4436.003 Supplemental Agreement No. 2 -

**TERMS: Payment is due within 30 days of the date on this invoice.**

**Please Remit Payment To:** Strand Associates, Inc. 910 West Wingra Drive Madison, Wisconsin 53715 608-251-4843

Nagle Avenue Storm Sewer Design and Permitting

**Professional Personnel**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
<b>Project Managers</b>				
Kronser, Jeffrey	4.00	116.70	466.80	
Ulm, Chris	32.00	73.70	2,358.40	
Yentz, Matthew	3.00	74.50	223.50	
<b>Lead Civil &amp; Mechanical Engineers</b>				
Bilskemper, Justin	6.00	44.74	268.44	
Scheer, Richard	3.00	40.76	122.28	
Small, Daniel	.25	52.69	13.17	
<b>Civil Engineers, EIT</b>				
Schmidgall, Kayla	8.00	32.85	262.80	
Specht, Kyela	31.00	35.08	1,087.48	
Yoss, Emily	16.00	34.93	558.88	
<b>Administrative Assistants</b>				
Ambrosius, Samantha	.25	22.53	5.63	
Meilinger, Adria	.50	23.72	11.86	
	<u>104.00</u>		<u>5,379.24</u>	
<b>Total Labor</b>		<b>3.03 times</b>	<b>5,379.24</b>	<b>16,299.10</b>
		<b>Total this Project</b>		<b>\$16,299.10</b>
		<b>Total this Invoice</b>		<b>\$32,086.58</b>

Total Billings to Date:

4436.002	687,078.34
4436.003	16,299.10



## PROGRESS REPORT

**Project Name:** MGNWC Water Supply Design

**Period Ending:** Jan 31, 2018

**Prepared By:** Chris Ulm

**Project Number:** 4436.002

**Services this period:**

1. Finalized Conformed Drawings and Specifications
2. Additional IDOT Permitting Communication
3. Nagle Avenue Storm Sewer design alterations based on IDOT and MWRD comments
4. Discussion of Project with Apparent Low Bidder

**Anticipated Services next period:**

1. Communicate with IDOT regarding the permit applications.

**Issues to be aware of:**

- 1.

**Information Required:**

1. Survey along Oakton Right-of-Way and 50 feet beyond between Caldwell and Nagle
2. Survey between Niles Main Station and Harlem for relocating 12 inch distribution main.
3. Borings and potholing associated with additional final design of two river crossings and distribution main. Extent under investigation.

**Critical Issues:**

Easements, IDOT permit approval



222 Northfield Rd - Ste 201  
Northfield, IL 60093  
847.868.9620

WE MOVED. PLEASE NOTE OUR NEW ADDRESS ABOVE.

2/1/2018

INVOICE #: 2377

Stanley Consultants Inc.  
Larry Thomas  
8501 W. Higgins Road  
Suite 730  
Chicago, IL 60631-2801

JOB NO.: Niles-MG Water Supply

ROUTE:

CONTRACT #:

DATE	Parcels Negotiated/Services/Expenses	QTY	RATE	AMOUNT
2/1/2018	Appraisal Services for Parcels: P13	1	4,000.00	4,000.00
2/1/2018	Review Appraisal Services for Parcels: P13	1	2,000.00	2,000.00

Thank you for allowing us to assist you in this project.

<b>Total</b>	\$6,000.00
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# TPB Professional Consulting

# INVOICE

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

INVOICE #	00608
INVOICE DATE	3/31/18
TERMS	Net 30

**BILL TO:**  
Morton Grove Niles Water Commission

Hours	DESCRIPTION	Hourly Wage	AMOUNT
2.0	Website Management	\$45.00	\$90.00
		SUBTOTAL	\$90.00
			\$90.00
			PAY THIS AMOUNT

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





1240 Iroquois Ave., Ste. 206  
Naperville, IL 60563

# Invoice

Date	Invoice #
12/15/2017	17-1109

**Bill To**

Morton Grove Niles Water Commission  
C/O Village of Niles  
Attn: Accounts Payable  
1000 Civic Center D  
Niles, IL 60714

Phone #	Fax #
630-717-2880	630-689-5881

P.O. No.	Terms	Due Date	Account #	Project #
	Due on receipt	12/16/2017		T117559- Demoli...
Description		Qty	Rate	Amount
Demolition, Asbestos Abatement & Underground Storage Tank Consulting Services 7900 Nagle Avenue Morton Grove, Illinois				
Task 2: Demotion & Asbestos Abatement Oversight				
Asbestos Abatement Project Management		8	680.00	5,440.00
Asbestos Air Clearance Samples		5	25.00	125.00
Demolition Project Management		4	820.00	3,280.00
Task 3: UST Removal Oversight				
Field Oversight of UST Removal Activities		1	2,480.00	2,480.00
BTEX, PNA Sample Analysis		9	200.00	1,800.00
			<b>Total</b>	\$13,125.00
			<b>Payments/Credits</b>	\$0.00
			<b>Balance Due</b>	\$13,125.00

*Prev. Apprd  
by W/C - NO  
PUT ON APRIL  
WARRANT*



412 S. Prindle Avenue  
Arlington Heights, IL 60004  
www.wrblc.com

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

**INVOICE 018-006**  
**March, 2018 Services**

April 8, 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 March, 2018**

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

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

March 1-2, 2018                      9.5 hours

- A 0
- B 7.0
- C 0
- D 2.5
- E 0
- F 0
- G 0

March 5-9,2018                      27.0 hours

- A.
- B. 12
- C. 2
- D. 2
- E.
- F. 10
- G. 1

March 12-16,2018 25.0 hours

- A.
- B. 15
- C. 2
- D. 2
- E.
- F.
- G.6

March 18-23, 2018 37.0 hours

- A. 3
- B.19
- C. 3
- D. 3
- E. 2
- F. 2
- G. 5

March 26-31,2018 12.0 hours

- A. 1
- B. 10
- C. 0
- E. 1
- F.0
- G.0

Total hours for the month: 110.5 hours

110.5 hours x \$185 =	\$ 20,442.50
12% overhead =	\$ 2,453.10
Total:	\$ 22,895.60
Less overcharge from Invoice 17-31	(\$362.60)
Total Due:	\$ \$22,533.00

**Please Pay this amount: \$ 22,533.00 Thank you**



**ZABINSKI CONSULTING SERVICES, INC.**  
 PO BOX  
 ITASCA, IL 601430472  
 (630)939-7668  
 kzabinski@zcsinc.net  
 www.zcsinc.net

**Invoice 3258****BILL TO**

Monthly Financial Consulting  
 6101 Capulina  
 Morton Grove, IL

**SHIP TO**

Monthly Financial Consulting  
 6101 Capulina  
 Morton Grove, IL

DATE  
 03/31/2018

PLEASE PAY  
**\$1,885.00**

DUE DATE  
 04/30/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/23/2018	Attend entrance meeting with Niles, Morton Grove and Bill Balling	1:30	65.00	97.50
03/13/2018	Write up Checks and work on accounting	4:00	65.00	260.00
03/14/2018	Write up Checks and work on accounting	8:00	65.00	520.00
03/20/2018	Work on the accounting for all of February and March 2018. Prepare for March meeting	4:30	65.00	292.50
03/20/2018	Monthly Accounting, enter all receipts and checks (Sep 2017-Feb 2018). Bank Reconciliations.	7:30	65.00	487.50
03/21/2018	Enter invoices, match check slips with invoices, speak with vendors about invoices and W9's.	3:30	65.00	227.50

TOTAL DUE

**\$1,885.00**

THANK YOU.



Construction Invoice

Date: April 9, 2018
Project Category: Forced Relocate
City: Morton Grove
Project Name: Morton Grove-Niles Water Commission
Project Location: 7900 Nagle Avenue
Project Type: Forced Relocate

Invoice #: 18092
PO #:
Budget #: 61030
Business Unit/Division: Central Division
Region: Chicago Central
Entity: 632

Desired Start Date: For Comcast: Pat Goheen, Comcast
Coordinator (Comcast): Comcast
Coordinator (Contractor): Arturo Tabarez, UCC
Expected Completion Date: Business Phone #:
Business Phone #:
Business Phone #: 630-688-0175
Company Fax #:
Company Phone #: 773-714-2024
Company Address: 8501 W. Higgins Road, Suite 730
City, State, Zip Chicago, IL 60631

Summary Of Work : Provide Clear Detailed Information

Relocate existing coaxial and fiber cables to underground, within a previously placed 4-inch conduit that we'll rod and rope and place 2-new .625 coaxial cables and one 24 cnt. of fiber optic cable. Once we have redirected signal to underground facilities we'll wreck out all the existing overhead plant of the poles.

ENGINEERING FEES

Sub Total Engineering Fees \$

INTERNAL LABOR COST

Sub Total Internal Labor \$ 598.53

CONTRACT LABOR COST

Sub Total Contract Labor \$ 6,326.95

MATERIAL COST

Total Cable & Material \$ 1,010.19

TOTAL PROJECT COST \$7,935.67

Prepared by:

Preparer's Title: Construction Specialist

Approved by: Robert L. Schuller, Jr.

Approver's Title: Central Division Director of Construction

Approver's Signature: [Handwritten Signature]

Date Approved: April 9, 2018

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate.

Accepted by: [Handwritten Signature]
Developer/Representative/Owner

Acceptance Date: APRIL 11, 2018

Legal Business Name: MORTONGROVE-NILES WATER COMMISSION Business Address: 1000 CIVIC CENTER DRIVE

Contact Name: WILLIAM BOLLING

NILES, IL 60714

Title: SUPERINTENDENT, MGNWC

Please remit check and ONE signed original as follows:

Comcast Cable Communications, Inc.
Attn: Mr. Robert L. Schuller, Jr.
688 Industrial Drive
Elmhurst, IL 60126

Phone No.: (224) 229-5861

HOLD TO EXAMINE COPIES OF THIS INSTRUMENT UNDER THE FOLLOWING CONDITIONS: (1) THIS INSTRUMENT IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING OFFICE AND THE SIGNATURE IS VERIFIED BY THE ISSUING OFFICE.

1047

**MORTON GROVE NILES WATER COMMISSION**

1000 CIVIC CENTER DR  
NILES, IL 60714-3229

DATE 4-13-18

2-153/710

PAY TO THE ORDER OF Comcast

\$ 7935.67

Seven Thousand Nine Hundred Thirty Five and 67/100

DOLLARS

**BY** Byline Bank™

7539 N Broadway, Chicago, IL 60613

*Jeff Mackay*  
*Alan Sullivan*

FOR Utility Release

⑈001047⑈ ⑆071001533⑆ ⑈9990107897⑈

SKOKIE OFFICE  
5190 CHURCH STREET  
SKOKIE, ILLINOIS 60077  
630-424-5211



~~VIL OF MORTON GRV PUB WORKS~~ *Morton Grove - NILES WATER Commission*  
1000 CIVIC CENTER DR  
NILES, IL 60714

Date: 04/06/2018

Dear **VIL OF MORTON GRV PUB WORKS**,

Enclosed are the documents related to the supply of electricity at **7900 N NAGLE AVE, MORTON GROVE, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$7,475.87** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone. A \$2.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for payments of \$90,000 or less for eCheck)

Or

By **Phone**, Call (English & Spanish)

1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

1-800-588-9477 (for all payments of \$5,000 or less: credit, Debit and eCheck)

Or

By **Customer Service Representatives**

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

ETHAN WIOREK  
DCC  
630-424-5211

1046

MORTON GROVE NILES WATER COMMISSION

1000 CIVIC CENTER DR  
NILES, IL 60714-3229

DATE 4-13-18 2-153/710

PAY TO THE ORDER OF Com E \$ 7475.87

Seven Thousand Four Hundred Seventy Five and 87/100 DOLLARS

FOR Establin Electric

 Byline Bank™

3633 S. Broadway, Chicago, IL 60613

Jay Matheny  
Sam Hill MP



⑈001046⑈ ⑆071001533⑆ ⑈9990107897⑈

Details on back



Security Features



## Payment Confirmation - Cook County Property Tax

Payment may be withdrawn from your account as soon as tomorrow or the next banking business day. It is important that you have money in your bank account to cover this payment. Thank you for using the Cook County Treasurer Property Tax electronic payment system.

Please keep a record of your Confirmation Number, or [print](#) this page for your records.



**Confirmation Number: CCTPTX002312381**

Confirmation Date (CT): **Mar-26-2018 10:46:40 AM**

---

### Your Payment Detail

Payment Amount: **\$16,430.00**

Tax Year: **2017**

Property Index Number (PIN): **10-30-202-012-0000**

Volume: **127**

Property Location: **7900 NAGLE AVE MORTON GROVE, IL 60053-2739**

Mailing Address: **1000 CIVIC CENTER DR NILES, IL 60714-3229**

Balance Due: **\$16,430.00**

---

### Your Account Detail

Bank Routing Number: **071001737**

Bank Account Number: **XXXXXXXXXXXX1090**

Bank Account Type: **Checking**

Bank Account Category: **Business**

---

**E-mail Address \*: Bill@WRBLLC.COM**

Please keep a record of your Confirmation Number, or [print](#) this page for your records.



# Enter Amount to Pay

## Instructions on how to make a payment.

The total tax amount due for the current year is displayed below. You may choose to pay the full amount or make a partial payment.

- The amount due reflects payments posted as of the date shown.
- The amount due reflects the tax amount billed plus any interest of 1.5% per month.
- To pay the full amount, click Continue.
- To make a partial payment, enter the amount you would like to pay in the Enter Amount to Pay box, and then click Continue.

Printed copies of the below information may not be used as a tax bill. If paying by mail or in person, print out a [tax bill payment coupon](#).

Property Index Number (PIN): 10-30-202-012-0000

This information is as of Monday, March 26, 2018.

## 2017 Tax Year Information - Billed in 2018

Tax Year: 2017 Tax Type: Current Tax Classification: 5-93

### Tax Billing Information

Installment	Tax Amount Billed	Tax Due Date
1st	\$16,187.19	03/01/2018

### Tax Payment Information

Installment	Total Amount	Tax Amount	Interest Amount
1st	\$16,430.00	\$16,187.19	\$242.81

**BALANCE DUE AS OF 03/26/2018: \$ 16,430.00**

**ENTER AMOUNT TO PAY: \$ 16,430.00**

### Property Location

7900 NAGLE AVE  
MORTON GROVE, IL 60053-2739

### Mailing Information

MORTON GROVE NILES WAT  
1000 CIVIC CENTER DR  
NILES, IL 60714-3229

**TOTAL PAYMENT DUE**

**\$16,430.00**

By 04/01/2018

**2017 First Installment Property Tax Bill - Cook County Electronic Bill**

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
10-30-202-012-0000	127	24034	2017	(2018)	NILES	5-93

<b>IF PAYING LATE, PLEASE PAY</b>	04/02/2018 - 05/01/2018 <b>\$16,672.81</b>	05/02/2018 - 06/01/2018 <b>\$16,915.62</b>	06/02/2018 - 07/01/2018 <b>\$17,158.43</b>	<b>LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW</b>
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**TAXING DISTRICT DEBT AND FINANCIAL DATA**

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
North Shore Mosq Abatement Northfield	\$83,539	\$2,779,945	-\$29,181	101.05%
Metro Water Reclamation Dist of Chicago	\$3,426,792,000	\$2,646,412,000	\$1,210,430,000	54.26%
Morton Grove Park Dist	\$8,746,503	\$10,675,873	\$2,077,566	80.54%
Oakton College Dist Skokie Des Plaines	\$57,735,342	\$1,752,500	\$1,752,500	0.00%
Niles Township HS District 219 (Skokie)	\$162,134,268	\$85,719,637	\$16,736,783	80.47%
Niles School District 71	\$802,784	\$3,990,087	-\$54,552	101.37%
Village of Morton Grove	\$25,927,645	\$197,417,951	\$120,288,449	39.07%
Town of Niles	\$54,465	\$2,271,647	\$102,440	95.49%
Cook County Forest Preserve District	\$225,066,359	\$483,567,655	\$292,365,257	39.54%
County of Cook	\$6,147,298,640	\$26,097,192,397	\$17,454,148,122	33.12%
<b>Total</b>	<b>\$10,054,641,545</b>	<b>\$29,531,779,692</b>	<b>\$19,097,817,384</b>	

For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](http://cookcountytreasurer.com)

**PAY YOUR TAXES ONLINE**

Pay at [cookcountytreasurer.com](http://cookcountytreasurer.com) from your bank account or credit card.

**IMPORTANT MESSAGES**

- 2015 taxes were sold. If you have not redeemed these taxes, call the Cook County Clerk at 312.603.5656.

**TAX CALCULATOR**

<b>2016 TOTAL TAX</b>		<b>29,431.25</b>
<b>2017 ESTIMATE</b>	X	<b>55%</b>
<b>2017 1st INSTALLMENT</b>	=	<b>16,187.19</b>

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

**PROPERTY LOCATION**

7900 NAGLE AVE  
MORTON GROVE IL 60053

**MAILING ADDRESS**

MORTON GROVE NILES WAT  
1000 CIVIC CENTER DR  
NILES IL 60714-3229

\*\*\* Please see 2017 First Installment Payment Coupon next page \*\*\*

# 2017 First Installment Property Tax Bill

## Cook County Payment Coupon

\*\*\* Your downloaded tax bill will not reflect recent payments/adjustments made toward your 2017 taxes. \*\*\*

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

CUT & INCLUDE WITH PAYMENT

<b>TOTAL PAYMENT DUE</b>	<b>IMPORTANT PAYMENT MESSAGES</b>	Property Index Number (PIN)	T1LG Volume
<b>\$16,430.00</b> By 04/01/2018 If paying later, refer to amounts above.	<b>Cook County eBill</b> <a href="#">Click to pay online</a> <a href="#">Click to update Mailing Name/Address</a>	10-30-202-012-0000	127
	SN 0020170100 RTN 500001075 AN (see PIN) TC 008911	Amount Paid	
		<b>\$</b>	

00201701006103020201200006008911200017158437000164300050001667281000016915620

This is an Official Downloadable Tax Bill Payment Coupon.  
Please process this coupon along with payment presented.

COOK COUNTY TREASURER  
PO BOX 805436  
CHICAGO IL 60680-4116

10302020120000/0/17/E/0001643000/1

# Double Check this Information

Property Index Number (PIN): 10-30-202-012-0000

2017 Tax Year Information - Billed in 2018

Tax Year: 2017 Tax Type: Current Tax Classification: 5-93

## Property Location

7900 NAGLE AVE  
MORTON GROVE, IL 60053-2739

To update, contact the Cook County Assessor's Office at 312.443.7550.

## Mailing Information

MORTON GROVE NILES WAT  
1000 CIVIC CENTER DR  
NILES, IL 60714-3229

To update your mailing information [click here](#).

## Exemption Information

Exemptions do not become effective until the 2nd installment.

To check if you received exemptions on previous tax years, [click here](#).

## Tax Billing Information

Original installment billing information and on-time due date.

Installment	Tax Amount Billed	Tax Due Date	Download Your Tax Bill
1st	\$16,187.19	03/01/2018	

## Tax Payment Information

The balance due, including any interest, is as of Monday, March 26, 2018.

Payments are posted through Sunday, March 25, 2018.

Installment	Total Amount	Tax Amount	Interest Amount	Last Payment Received	Date Rece
1st	\$16,430.00	\$16,187.19	\$242.81	\$0.00	

**BALANCE DUE:** \$16,430.00

## Payment Method

Select 2017 Payment Method: Continue to Pay

[Return to PIN Summary](#)

Delinquent Taxes

## Property Owners Only

This section of the Cook County Treasurer's website may not be used by third party payers, including, but not limited to, mortgage companies, tax paying services, title companies, or other entities, or any of their agents, paying on behalf of a commercial or residential taxpayer. Third-party payers must use a [separate payment method](#).



**Cook County Treasurer's Office**  
CHICAGO, ILLINOIS

Dear Taxpayer:

Thank you for visiting our website.

You now can pay your property taxes online for free. There is no longer a \$1 fee to pay from your checking or savings account when you use an ACH (Automated Clearing House) debit.

You make payments on your Property Index Number (PIN), the 14-digit number that identifies your property. You may pay the full amount due or make a partial payment. Late payments will include statutory interest of 1.5% per month.

If you tender payment on 10 or more PINs through the Online Payment Service, you are required to pay a \$1.00 enhanced processing fee per PIN and installment upon which you tender payment, pursuant to Cook County Ordinance 13-0-12. Entities subject to this fee will be determined and billed at least annually rather than at the time of payment.

If this is your first time submitting an online payment from your account, we highly recommend that you consult with your financial institution to confirm your account is ACH (Automated Clearing House) debit eligible. Before you begin, please review your property tax bill and verify (1) your PIN and (2) the amount billed.

Your payment is subject to [Payment Terms and Conditions](#). There will be a \$25.00 charge for any payment that is rejected by your bank.

To continue, click below and follow the steps on the next screens.

Sincerely,

A handwritten signature in cursive script that reads 'Maria Pappas'.

Maria Pappas  
Cook County Treasurer

The due date for the Tax Year 2017 First Installment was Thursday, March 1, 2018.

The due date for the Tax Year 2016 Second Installment was Tuesday, August 1, 2017.



**RESOLUTION NO. 18-15**

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
A UTILITY EASEMENT AGREEMENT BETWEEN  
THE MORTON GROVE-NILES WATER COMMISSION AND COCA-COLA REFRESHMENTS USA, INC.,  
A DELAWARE CORPORATION, SUCCESSOR TO HONDO INCORPORATED**

**WHEREAS**, in 2017, the Morton Grove-Niles Water Commission ("MGNWC" or "Commission") 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"). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017. In order to accomplish the objectives set forth in the above-referenced Ordinances, Morton Grove and Niles also approved, under those same Ordinances, an intergovernmental agreement entitled, "Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers" (the "IGA"), to provide for the governance and operation of the MGNWC and to create the Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") to govern the MGNWC; and

**WHEREAS**, the MGNWC was established for purposes of constructing and operating a public water supply system (the "MGNWC System") consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove (the "Project"); and

**WHEREAS**, Coca-Cola Refreshments USA, Inc., a Delaware corporation, Successor to Hondo Incorporated ("Property Owner") is the fee simple owner of real estate commonly known as 6801 Jarvis Ave, Niles, Illinois. PIN: 10-30-400-024; 10-30-400-025. The MGNWC and the Property Owner have negotiated a Utility Easement Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof, for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate a water distribution system. The temporary construction easement areas and permanent easement areas are legally described in the attached Utility Easement Agreement; and

**WHEREAS**, in consideration of the grant of the temporary construction easement rights and permanent easement rights under the Utility Easement Agreement by the Property Owner, the MGNWC agrees to pay to the Property Owner the sum of \$23,000 and construct those Improvements to the Property Owner's Property set forth in Exhibit A.

**WHEREAS**, the Board of Commissioners of the Morton Grove-Niles Water Commission has the authority to approve of and enter into the Utility Easement Agreement 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 the Utility Easement Agreement is in the best interests of the MGNWC and its members, 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”) authorizes the approval of an agreement entitled “Utility Easement Agreement” with Coca-Cola Refreshments USA, Inc., a Delaware corporation, Successor to Hondo Incorporated for the purposes set forth in the Utility Easement Agreement, attached hereto as **Exhibit A**. The MGNWC Board further authorizes and directs the Chair, the Clerk and the General Counsel, or their respective designees, to execute the final version of the Utility Easement Agreement, which may contain certain non-substantive 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 and fees that are necessary to fulfill MGNWC’s obligations under the Utility Easement 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 25th day of January 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 Regular Meeting thereof held on the 25th day of January 2018, and approved by the Chair, and attested by the Clerk on the same day.

---

Steven Vinezeano, Chair

**ATTEST:**

---

John Pietron, Clerk



Exhibit "A"

**UTILITY EASEMENT AGREEMENT BETWEEN  
THE MORTON GROVE NILES WATER COMMISSION AND COCA-COLA REFRESHMENTS USA, INC., A  
DELAWARE CORPORATION, SUCCESSOR TO HONDO INCORPORATED**

(attached)

LONG OAK LLC

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 attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. 18-15**

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
A UTILITY EASEMENT AGREEMENT BETWEEN  
THE MORTON GROVE-NILES WATER COMMISSION AND COCA-COLA REFRESHMENTS USA, INC.,  
A DELAWARE CORPORATION, SUCCESSOR TO HONDO INCORPORATED**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 25th day of January, 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 25th day of January 2018.

\_\_\_\_\_  
John Pietron, Clerk

## RESOLUTION 18-44

### A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDERS FOR CONSTRUCTION CONTRACTS FOR THE MORTON GROVE NILES WATER COMMISSION 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**, a substantial portion of the Project will be financed with for low interest loans from the Illinois Environmental Agency (“IEPA”)’s Public Water Supply Loans State Revolving Fund pursuant to that loan agreement between the IEPA and the MGNWC dated March 2, 2018 for Project Loan No. L175513; and

**WHEREAS**, the MGNWC Board has approved and the MGNWC has entered into the following contracts relating to the Project:

Contract No.	Contractor	Contract Title	Contract Amount
1	Berger Excavating Contractors, Inc.	East Segment MGNWC 30-Inch Water Supply Transmission Main	\$15,288,636.65
2	DiMeo Brothers, Inc.	West Segment MGNWC 30-Inch Water Supply Transmission Main	\$14,069,630.00
3	Bolder Contractors, Inc.	MGNWC 20-Inch Water Supply Transmission Main	\$11,566,613.00
4	Michels Corporation	Morton Grove Existing 20-Inch Transmission Main Maintenance	\$4,368,691.00
5B	DeZurik APCO Hilton	Procurement of MGNWC Water Supply Transmission Main Large Valves	\$318,743.62
6	Joseph J. Henderson & Son, Inc.	MGNWC Intermediate Pump Station, Water Transmission Main and Facility Improvements Project	\$2,974,000
7	Joseph J. Henderson & Son	MGNWC Nagle Avenue Pump Station	\$7,437,000.00
8	DN Tank, Inc.	MGNWC Standpipe	\$8,292,500.00
9	IHC Construction Companies	Fiber Optic Cable	\$349,990.00
10	Bolder Contractors, Inc.	North Shore Channel Transmission Main Crossing, Water Transmission Main and Facility Improvements Project	\$1,789,534.50,*

\* plus an additional amount not to exceed the greater of \$200,000 or \$50,000 for each 24" valve which installation is delayed for circumstances beyond Contractor's control.

**WHEREAS**, it is reasonable to expect unforeseeable underground conditions as well as other conditions and events may require the approval of change orders to timely complete the construction of the Project; and

**WHEREAS**, time delays associated with formal approval by the MGNWC Board of necessary change orders to the contract may undesirably increase the cost of the Project, as well as the duration of the work and inconvenience to the public; and

**WHEREAS**, it is reasonable to expect the cost of additional measures could add up to three percent of the original contract amount; and

**WHEREAS**, the IEPA has approved contingencies of up to three percent of the contract amounts approved by the IEPA; and

**WHEREAS**, the MGNWC management team has recommended that the MGNWC Board authorize the approval of change orders for the construction contract for the Project without the formality of MGNWC Board approval for amounts not to exceed three percent (3%) of the original contracts, provided the MGNWC Superintendent, the Village Manager of Niles and the Village Administrator of Morton Grove unanimously approve the change order and agree that requiring the MGNWC Board to approve the change order will cause an unreasonable delay or will result in additional expense to the Project; and

**WHEREAS**, the Board of Commissioners of the Morton Grove-Niles Water Commission has the authority 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.*) to approve this Resolution and find that approving this Resolution 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 chair of the MGNWC to execute change orders for the construction contracts for the Project up three percent (3%) of the original price of the respective construction contract provided the MGNWC Superintendent, the Village Manager of Niles and the Village Administrator of Morton Grove unanimously approve the change order and agree that requiring the MGNWC Board to approve the change order will cause an unreasonable delay or will result in additional expense to the Project.

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

**ADOPTED** this 27th day of April, 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 27th day of April, and approved by the Chair, and attested by the Clerk on the same day.

---

Steven Vinezeano, Chair

**ATTEST:**

---

John Pietron, Clerk

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 18-44**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDERS FOR CONSTRUCTION CONTRACTS FOR THE MORTON GROVE NILES WATER COMMISSION 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 27th day of April, 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 27th day of April.

\_\_\_\_\_  
John Pietron, Clerk  
Morton Grove-Niles Water Commission

## RESOLUTION NO 18-45

### A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS, INC. FOR DEMOLITION AND ASBESTOS ABATEMENT CONSULTING SERVICES AT 2525 CHURCH STREET, EVANSTON, ILLINOIS

**\\WHEREAS**, in 2017, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) 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”). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017; and

**WHEREAS**, the MGNWC was established for purposes of constructing and operating a public water supply system consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago (“the “District”) is the fee simple owner of real estate located within the North Shore Channel Park Area (“the Property”). The District and the MGNWC have entered into Easement Agreements for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate a water distribution system pump station and related infrastructure improvements on the Property; and

**WHEREAS**, the District has leased part of the Property commonly addressed as 2525 Church Street, Evanston, IL (the “Shore Property”) to the city of Evanston (“Evanston”) and Evanston intends to develop the Shore Property by demolishing the existing school and constructing an athletic field, splash pad, picnic shelter, public restrooms, and parking lot; and

**WHEREAS**, Evanston and the MGNWC have negotiated a Memorandum of Understanding (“MOU”) which sets forth terms for the construction and operation of the MGNWC’s intermediate booster pump station on the Shore Property; and

**WHEREAS**, the MOU provides that MGNWC will contract and pay for engineering services and construction work to demolish and remove the existing school building and north parking lot from the Shore Property and Evanston will reimburse MGNWC for its reasonable costs associated with this work; and

**WHEREAS** the MGNWC Superintendent solicited and obtained proposals from True North Consultants, Inc. of Naperville, Illinois for demolition and asbestos abatement consulting services at 2525 Church Street, Evanston, Illinois and the Superintendent has negotiated a Professional Service Agreement with True North Consultants, Inc. based on its proposal attached hereto as **Exhibit A**; and

**WHEREAS**, True North Consultants, Inc. has satisfactorily provided engineering and consulting services for the MGNWC in the past and is qualified and capable of providing these services in a timely manner, and the Superintendent recommends that the MGNWC Board enter into an agreement with True North Consultants, Inc., based on its proposal (the Agreement); and

**WHEREAS**, the MGNWC Board has the authority to enter into the Agreement 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 finds that entering into the Agreement 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”) authorizes the approval of the economic terms and the attached form of the Agreement entitled “Professional Services Agreement by and Between the Morton Grove-Niles Water Commission and True North Consultants, Inc for Demolition And Asbestos Abatement Consulting Services at 2525 Church Street In Evanston, Illinois” for the purposes set forth in the Agreement, attached hereto as **Exhibit A**. 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 27th day of April 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 Regular Meeting thereof held on the 27th day of April 2018, and approved by the Chair, and attested by the Clerk on the same day.

---

Steven Vinezeano, Chair

**ATTEST:**

---

John Pietron, Clerk

**Exhibit A**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER  
COMMISSION AND TRUE NORTH CONSULTANTS, INC. FOR DEMOLITION AND ASBESTOS  
ABATEMENT CONSULTING SERVICES AT 2525 CHURCH STREET, EVANSTON, ILLINOIS**

(attached)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS, INC. FOR DEMOLITION AND ASBESTOS ABATEMENT CONSULTING SERVICES AT 2525 CHURCH STREET, EVANSTON, ILLINOIS**

THIS AGREEMENT is dated as of the \_\_\_\_ day of April 2018 (“Agreement”) by and between the MORTON GROVE-NILES WATER COMMISSION, an Illinois municipal corporation (“MGNWC”) and True North Consultants, Inc., (“Consultant”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the MGNWC’s statutory and home rule powers, the parties agree as follows:

**1 PARTIES:**

The parties to this Agreement and the address and contact information for each is as follows:

MGNWC: Morton Grove-Niles Water Commission  
6101 Capulina Avenue  
Morton Grove, IL 60053

Contact: William Balling,  
MGNWC Superintendent (“MGNWC Representative”)  
847-863-7101  
bill@wrblc.com

Consultant: True North Consultants, Inc.  
1000 East Warrenville Road, Suite 140  
Naperville, IL 60563

Contact: Ryan M Ladieu  
(630) 717-2880 or (224) 387-6063  
rladieu@consulttruenorth.com

**2 PERFORMANCE OF SERVICES**

2.1. Project Description. Consultant will provide all necessary services to perform the work in connection with the project identified in and consistent with the Proposal dated April 19, 2018, a copy of which is attached as Exhibit A to this agreement (hereafter referred to as “services”). In the event of an inconsistency between the *Schedule of Terms & Conditions* appended to the Consultant’s proposal and this Agreement, this Agreement shall be controlling. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform

and complete the services set forth in Exhibit A in a manner consistent with the standards of professional practice recognized by the industry providing services of a similar nature.

- 2.2 Time of Performance. The Consultant's provision of Services shall commence on upon execution of this Agreement (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the work in accordance with deadlines established for particular tasks from time to time ("Time of Performance") The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on August 31, 2019. A determination of completion shall not constitute a waiver of any rights or claims the MGNWC may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the MGNWC by the Consultant.
- 2.3 Early Termination. Notwithstanding any other provision hereof, the MGNWC may terminate this agreement at any time upon 14 days prior written notice to the Consultant. In the event that this agreement is so terminated, the Consultant shall be paid for services satisfactorily performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the services completed as determined as provided in this agreement.
- 2.4 Suspension of Services. MGNWC may, at any time, with or without cause, suspend all or any portion of services for a period of up to 90 days ("suspended services"). Consultant shall immediately stop the performance of the suspended services, until such time as MGNWC issues direction to Consultant to resume the suspended services. Consultant shall take such action as is reasonably necessary to protect the suspended services and take such additional action as directed by MGNWC.
- 2.5 Force Majeure. MGNWC shall not be responsible for delay in the performance of its obligations under this agreement caused by a force majeure event. To the extent that Contracted Services are delayed by a force majeure event, Consultant will be entitled to an equitable adjustment of the time for performance. For purposes of this agreement, a "force majeure event" is an occurrence or circumstance beyond the control of the claiming party and may include, but is not limited to extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances.
- 2.6 Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the Consultant by MGNWC Representative. Consultant shall regularly report to and will coordinate all work through MGNWC Representative or his designee.

- 2.7 Quality Control Plans. When required by the Exhibit A, Consultant shall execute a quality control plan acceptable to MGNWC that ensures the quality of its work products and activities. Prior to starting the performance of the services, Consultant shall submit its quality control plan for the services. Submission of the quality control plan to MGNWC will not replace in any way Consultant's responsibility for quality control or for its work products and activities. Notwithstanding any review by MGNWC, Consultant shall be responsible for the quality of the Services.
- 2.8 Warranty of Services. The Consultant warrants that the services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this agreement, or expressed or implied by law, which are hereby reserved unto the MGNWC.
- 2.9 Mutual Cooperation. The MGNWC agrees to cooperate with the Consultant in the performance of the services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the MGNWC may have that may be relevant and helpful to the Consultant's performance of the services. The Consultant agrees to cooperate with the MGNWC in the performance of the services and with any other Consultants engaged by the MGNWC.
- 2.10 Amendment. No amendment or modification to this agreement shall be effective unless and until such amendment or modification is approved in writing by the MGNWC Administrator and the Consultant.
- 2.11 No Additional Obligation. The Parties acknowledge and agree that the MGNWC is under no obligation under this agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

### **3 COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed fifteen thousand six hundred and seventy-five dollars (\$15,675.00) in total without the prior express written authorization of the Village Manager of Niles and the Village Administrator of Morton Grove. Said amount includes reimbursable expenses.
- 3.2 Invoices and Payment. The Consultant shall submit invoices to the MGNWC in an approved format for those portions of the Services performed and completed by the Consultant. The MGNWC shall pay to the Consultant the amount billed for completed and approved work within 30 days after its receipt and approval of an invoice for same.

- 3.3 Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the MGNWC to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the MGNWC at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- 3.4 Claim For Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the MGNWC, the Consultant shall provide written notice to the MGNWC of such claim within 7 days after occurrence of such action, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the agreement amount shall be valid only upon written amendment of this agreement approved by the MGNWC Administrator. Regardless of the decision of the MGNWC relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the services required to complete the services under this agreement as determined by the MGNWC without interruption.
- 3.5 Taxes, Benefits and Royalties. The agreement amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

#### **4 PERSONNEL AND SUBCONTRACTORS**

- 4.1 Key Project Personnel. Key Project Personnel identified in Exhibit A shall be Ryan M Ladieu who shall be primarily responsible for carrying out the Services on behalf of the Consultant. The key project personnel shall not be changed without the MGNWC's prior written approval.
- 4.2 Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning, or after receiving notice of the resignation of, any key project personnel. The Consultant shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

- 4.3 Approval and Use of Subcontractors. The Consultant shall perform the services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the MGNWC in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the MGNWC. If any personnel or subcontractor fails to perform the services in a manner satisfactory to the MGNWC, the Consultant shall immediately upon notice from the MGNWC remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this agreement or for a delay or extension of the time of performance as a result of any such removal or replacement. The MGNWC's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the services as required by the agreement. All services performed under any subcontract shall be subject to all of the provisions of this agreement in the same manner as if performed by employees of the Consultant. For purposes of this agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this agreement.
- 4.4 MGNWC Authority. Notwithstanding any provision of this agreement, any negotiations or agreements with, or representations by the Consultant to any subcontractor, vendor or third party shall be subject to the approval of the MGNWC. The MGNWC shall not be liable to any subcontractor, vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the MGNWC, without the knowledge and approval of the MGNWC.
- 4.5 Lien Waiver. Consultant shall promptly pay for all services, labor, materials and equipment used or employed by Consultant in the performance of the services and shall maintain all materials, equipment, structures, buildings, premises and property of MGNWC free and clear of mechanic's or other liens. Consultant shall, if requested, provide MGNWC with reasonable evidence that all services, labor, materials and equipment have been paid in full.
- 4.6 Safety and Hazardous Materials.
- A. Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable law ("Hazardous Materials") at the project site or otherwise associated with the services. In such cases, Consultant shall take appropriate precautions to protect and shall be solely and continuously responsible for the health, safety and welfare associated with its employees, subcontractors, agents and those people under the supervision and control of the Consultant with the performance of the services.

- B. Consultant's employees, agents, subcontractors and all employees of Consultant's employees, agents, subcontractors who perform the services shall be experienced and properly trained to perform the services under such conditions and shall take adequate precautions to protect human health and the environment in the performance of the services.
- C. In the event that Consultant observes a potentially hazardous condition relating to the services, Consultant shall bring such condition to the attention of MGNWC.

## **5 RELATIONSHIP OF THE PARTIES**

- 5.1 Independent Contractor. The Consultant shall act as an independent contractor in providing and performing the services. Nothing in, nor done pursuant to, this Agreement shall be construed:
  - A. To create the relationship of principal and agent, employer and employee, partners, or joint venturers between the MGNWC and Consultant; or
  - B. To create any relationship between the MGNWC and any subcontractor of the Consultant.
- 5.2 Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge:
  - A. No employee or agent of the MGNWC is interested in the business of the Consultant or this agreement;
  - B. Neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this agreement; and
  - C. Neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this agreement.
- 5.3 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of federal, state or local government as a result of:
  - A. A delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or



- B. A violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et. seq.
  - C. The Consultant represents that the only persons, firms, or corporations interested in this agreement as principals are those disclosed to the MGNWC prior to the execution of this agreement, and that this agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the MGNWC for all loss or damage that the MGNWC may suffer, and this agreement shall, at the MGNWC's option, be null and void.
- 5.4 No Personal Liability. No elected or appointed official or employee of the MGNWC shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this agreement.

## **6 INSURANCE AND INDEMNIFICATION**

- 6.1 Insurance. Contemporaneous with the Consultant's execution of this agreement, the Consultant shall provide certificates and policies of insurance, all with coverage and limits acceptable to the MGNWC, and evidencing at least the minimum insurance coverage and limits as set forth in Exhibit B to this agreement. For good cause shown, the MGNWC Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the MGNWC Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the MGNWC and from companies with a general rating of A-, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the MGNWC. The Consultant shall at all times during the term of this agreement, maintain and keep the insurance coverage provided above in force, at the Consultant's expense.

6.2 Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the MGNWC or the Consultant, indemnify, save harmless, and defend the MGNWC, and its respective officials, employees, agents, volunteers and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the MGNWC. The Consultant further agrees that to the extent that money is due the Consultant by virtue of this contract as shall be considered necessary in the judgment of the MGNWC, may be retained by the MGNWC to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the MGNWC.

## **7 USE AND DISCLOSURE OF INFORMATION**

7.1 Confidential Information. The term "confidential Information" shall mean information in the possession or under the control of the MGNWC relating to the technical, business or corporate affairs of the MGNWC; property of the MGNWC; user information, including, without limitation, any information pertaining to usage of the MGNWC's computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this agreement. MGNWC confidential information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the MGNWC prior to the time the MGNWC disclosed said information to the Consultant under this agreement ("time of disclosure"); (ii) to have been in the public domain prior to the time of disclosure; or (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this agreement on the part of the Consultant.

7.2 No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the services for the MGNWC under this agreement, have access to or be directly or indirectly exposed to confidential information. To the extent allowed by law, the Consultant shall hold confidential all confidential information and shall not disclose or use such Confidential Information without express prior written consent of the MGNWC. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to confidential information.

- 7.3 Illinois Freedom of Information Act (FOIA). FOIA applies to public records in the possession of a party with whom the MGNWC has contracted. The MGNWC will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Consultant will comply with all requests made by the MGNWC for public records (as that term is defined by Section 2(c) of FOIA) in the Consultant's possession and will provide the requested public records to the MGNWC within two (2) business days of the request being made by the MGNWC. The undersigned agrees to indemnify and hold harmless the MGNWC from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the MGNWC under this agreement.
- 7.4 GIS Data. The MGNWC has developed digital map information through Geographic Information Systems Technology ("GIS data") concerning the real property located within the MGNWC. If necessary to the performance of the services and if requested to do so by the Consultant, the MGNWC may supply the Consultant with access to the GIS data. In such case the Consultant agrees as follows:
- A. Limited Access to and use of GIS data. The GIS data provided by a MGNWC shall be limited to the scope of the work that the Consultant is to provide for the MGNWC, and the Consultant shall limit its use of the GIS data to its intended purpose of furtherance of the work;
  - B. Trade Secrets of the MGNWC. The GIS data constitutes proprietary materials and trade secrets of the MGNWC and, shall remain the property of the MGNWC;
  - C. Consent of the MGNWC Required. The Consultant will not provide or make available GIS data in any form to anyone without the prior written consent of the MGNWC Administrator;
  - D. Supply to MGNWC. At the request of the MGNWC, the Consultant shall supply the MGNWC with any and all information that may have been developed by the Consultant based on the GIS data;
  - E. No Guarantee of Accuracy. The MGNWC make no guarantee as to the accuracy, completeness, or suitability of the GIS data in regard to the Consultant's intended use thereof; and

F. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of or terminated by the MGNWC, the Consultant shall cease its use of the GIS data for any purpose whatsoever; and, upon request, an authorized representative of the MGNWC shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS data has been discontinued.

7.5 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the services to be performed under this agreement ("documents") shall be and remain the exclusive property of the MGNWC. At the MGNWC's request, or upon termination of this Agreement, the Consultant shall cause the documents to be promptly delivered to the MGNWC.

7.6 News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the MGNWC Administrator.

## **8 COMPLIANCE WITH LAWS AND GRANTS**

8.1 General Compliance. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors' performance of, or failure to perform, the services or any part thereof. Every provision required by law to be inserted into this agreement shall be deemed to be inserted herein.

8.2 Grant Compliance. Consultant shall also comply with all conditions of any federal, state, or local grant received by the MGNWC or consultant with respect to this agreement or the services.

- 8.3 Sexual Harassment Policy. The Consultant represents and warrants that it has and follows a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- 8.4 Patriot Act Compliance. The Consultant represents and warrants that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the MGNWC, its respective corporate authorities, and elected or appointed officials, officers, employees, agents, representatives, engineers, volunteers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- 8.5 Equal Employment Opportunity Compliance. During the performance of this agreement, Consultant as follows:
- A. That it will not discriminate against any employee or applicant for employment on the basis of race, age, marital status, color, religion, sex, sexual orientation, physical or mental handicap unrelated to ability, national origin or ancestry or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minorities or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.
  - B. That, if it hires additional employees in order to perform the services or any portion hereof, it shall determine the availability (in accordance with the MGNWC's rules) of minorities and women in the area(s) from which they may reasonably recruit, and it will hire for each applicable job classification for which employees are hired in such manner that minorities and women are not underutilized.
  - C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination based on race, color, religion, sex, sexual orientation, national origin or ancestry, marital status, age physical or mental handicap unrelated to ability or an unfavorable discharge from the military.

- D. That it shall submit reports as required by the MGNWC's rules and furnish all relevant information as may from time to time be requested by the MGNWC or the MGNWC, and in all respects comply with the Illinois Human Rights Act and the MGNWC's Rules.
- E. That it shall permit access to all relevant books, records, accounts and work sites by personnel of the MGNWC and the MGNWC for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the MGNWC's rules.
- F. That it shall include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the MGNWC or the MGNWC in the event any subcontractor fails or refuses to comply therewith. In addition, no Consultant shall utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- G. If the Consultant has not complied with all provisions of the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights "MGNWC", the Consultant may be declared ineligible for future contracts or subcontracts with the MGNWC and this agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

## **9 DEFAULT AND DISPUTE RESOLUTION**

- 9.1 Default. If it should appear at any time that the consultant has failed, refused or delayed to perform, the services any other requirement of this agreement with diligence at a rate that assures completion of the services and full compliance of this agreement, ("event of default"), and fails to cure any such event of default within ten business days after the Consultant's receipt of written notice of such event of default from the MGNWC, then the MGNWC shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
  - A. Cure by Consultant. The MGNWC may require the Consultant, within a reasonable time, to complete or correct all or any part of the services that are the subject of the event of default; and to take any or all other action necessary to bring the Consultant and the services into compliance with this agreement.

- B. Termination of Agreement by MGNWC. The MGNWC may terminate this agreement without liability for further payment of amounts due or to become due under this agreement.
  - C. Withholding of Payment by MGNWC. The MGNWC may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the MGNWC as the result of any event of default by the Consultant or as a result of actions taken by the MGNWC in response to any event of default by the Consultant.
- 9.2 Dispute Resolution. Any dispute related to this Agreement shall, upon request by either party, be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. In the event that the panel is unable to reach a mutual resolution of the dispute, or has failed to convene within two weeks of the request of either party, either party may refer the matter to a court of appropriate jurisdiction. All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute.
- 9.3 During the dispute resolution period, or if litigation ensues, pending any final judicial decision or settlement, Consultant shall proceed diligently with the services.

## **10 GENERAL PROVISIONS**

### **10.1 Notice.**

- A. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally to an authorized representative of the party; (ii) by certified mail addressed to the contact person listed in Section 1 of this agreement, return receipt requested, and deposited in the U.S. Mail, postage prepaid; (iii) by facsimile to a number provided by the contact person listed in Section 1 of this agreement, and deposited in the U.S. Mail, postage prepaid the recipient; or (iv) by electronic internet mail ("e-mail") addressed to the contact person listed in Section 1 of this agreement, and deposited in the U.S. Mail, postage prepaid.
- B. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of actual receipt or three business days following deposit in the U.S. mail.

- C. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the MGNWC shall be addressed to the party listed in Section 1 of this agreement.
- 10.2 Assignment. This Agreement may not be assigned by the MGNWC or by the Consultant without the prior written consent of the other party.
- 10.3 Third Party Beneficiary. No claim as a third party beneficiary under this agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the MGNWC.
- 10.4 Provisions Severable. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.5 Time. Time is of the essence in the performance of this Agreement.
- 10.6 Governing Laws. This agreement shall be interpreted according to the laws of the State of Illinois.
- 10.7 Binding Effect. The terms of this agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- 10.8 Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between either of the MGNWC and the CONSULTANT with respect to the Proposal and the Services.
- 10.9 Waiver. No waiver of any provision of this agreement shall be deemed to or constitute a waiver of any other provision of this agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- 10.10 Remedies. No remedies or rights conferred upon MGNWC by this agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
- 10.11 Survival of Terms. Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this agreement.



- 10.12 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 10.13 Exhibit. Exhibits A (Consultant's proposal dated January 8, 2016) and B (insurance requirements) are attached hereto, and by this reference incorporated in and made a part of this agreement. In the event of a conflict between the Exhibit and the text of this agreement, the text of this agreement shall control.
- 10.14 Rights Cumulative. Unless expressly provided to the contrary in this agreement, each and every one of the rights, remedies, and benefits provided by this agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- 10.15 Counterpart Execution. This agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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MORTON GROVE-NILES WATER COMMISSION  
By: Steven Vinezeano, Chair

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True North Consultants, Inc.,  
By: Ryan M Ladieu, its President

**Exhibit A**  
**PROPOSAL OF TRUE NORTH CONSULTANTS, INC DATED APRIL 19, 2018**  
**FOR DEMOLITION AND ASBESTOS ABATEMENT CONSULTING SERVICES AT 2525 CHURCH**  
**STREET, EVANSTON, ILLINOIS**

April 19, 2018

Mr. William Balling  
Superintendent  
Morton Grove – Niles Water Commission  
1000 Civic Center Drive  
Niles, IL 60714

**RE: Proposal for Demolition & Asbestos Abatement Consulting Services  
Former Shore School  
2525 Church Street, Evanston, Illinois  
TNC Proposal #: T18-172**

Dear Mr. Balling:

True North Consultants, Inc. (True North) is pleased to provide this proposal to the Morton Grove-Niles Water Commission (Owner) to perform technical oversight for the demolition and asbestos abatement at the former Shore School located at 2525 Church Street in Evanston, Illinois (Site).

The following sections of this proposal present scope of services, estimated costs, schedule, and limitations.

## **SCOPE OF SERVICES**

### *Task I: Demolition & Asbestos Abatement Oversight*

True North shall provide an EPA accredited/IDPH licensed Asbestos Project Manager (APM) and Air Sampling Professional (ASP) during the removal and disposal of identified asbestos-containing materials. The asbestos abatement contractor shall be contracted directly by the Owner. Project Management and Air Sampling Professional duties will be performed as a dual role by one individual for the duration of abatement activities. Duties of the ASP shall consist of area sampling and analysis. Monitoring shall be performed in accordance with the requirements of applicable federal and state regulations. Daily air sample analysis and clearance air monitoring shall be performed by Phase Contrast Microscopy (PCM) to ensure the quick detection of elevated fiber concentrations.

Duties of the PM shall include the enforcement of all applicable regulations for the proper



removal and disposal of asbestos-containing materials (ACM); requisition, review, and maintenance of contractor submittals; inspection and approval of barriers and decontamination enclosure systems observation of activities during abatement; meeting with the contractor to review work progress; inspection of the work area; reporting of abatement activities to the Owner or agent of; recording on-site observation in a daily log; and authorization to stop any abatement activities not performed in accordance with applicable regulations for the proper removal and disposal of ACM.

True North shall provide a qualified technician to oversee the demolition of the structure. The demolition contractor shall be contracted directly by the Owner. The technician shall perform frequent visits to the Site to verify that the demolition is being performed in accordance with the specifications and local regulatory requirements. The contractor shall be required to provide disposal documentation for all C&D material removed from the Site.

#### *Task 2: Geotechnical Oversight*

True North shall provide a geotechnical engineer to oversee the installation of backfill at locations designated within the specification. The engineer shall ensure the Contractor is meeting the backfill specifications and perform Modified Proctor testing to verify compliance. At the completion of backfill placement, True North shall provide a summary report documenting the placement of backfill on the site.

## PROJECT COSTS

True North proposes to conduct the above scope of services in accordance with the following lump sum and estimated costs:

Service	Quantity	Units	Rate	Total
<i>Task 1: Demolition &amp; Asbestos Abatement Oversight<sup>1</sup></i>				
Asbestos Abatement Project Management (estimated)	8	Shifts	\$680.00	\$5,440.00
Asbestos Air Clearance Samples (estimated)	10	Samples	\$25.00	\$250.00
Demolition Project Management (estimated)	6	Shifts	\$820.00	\$4,920.00
Field Vehicle, Expendables, etc.	6	Shifts	\$175.00	\$1,050.00
Summary Reporting	1	Lump Sum	\$900.00	\$900.00
<i>Task 2: Geotechnical Inspection<sup>1</sup></i>				
Geotechnical Evaluation (estimated)	3	Shifts	\$900.00	\$2,700.00
Modified Proctor	1	Test	\$215.00	\$215.00



Service	Quantity	Units	Rate	Total
Geotechnical Summary Report	1	Lump Sum	\$200.00	\$200.00
<b>Total Estimated Cost</b>				<b>\$15,675.00</b>

## NOTES:

<sup>1</sup> Estimated quantities - actual number of shifts and samples shall be based on requirements of the project. In the event that additional time is required per the request of the Owner, True North shall bill any additional time on an hourly basis per the attached fee schedule.

Should the Owner request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## SCHEDULE

True North can initiate oversight services within two weeks of authorization. Asbestos abatement and demolition reporting shall be completed within two weeks of demolition completion.

## LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the property is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations.

True North is not responsible for the location, identification or abandonment of any underground utilities at the Site.

This proposal does not include additional evaluations, including hazardous material, or lead based paint, beyond the scope of work specifically identified herein.

True North is not responsible for the means and methods of which the Owner's contractors perform their work. True North shall only be responsible for verification of scope of work completion and compliance with the bid specifications.

This proposal does not include permit fees, or other fees that may be assessed by local, State, or Federal government agencies during the performance of environmental work on-Site.

Field work, laboratory testing and engineering analysis will be performed in accordance with



generally accepted soil and foundation engineering practices. Samples are retained for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. The geotechnical engineer will not be liable for extra work or other consequences due to changed conditions encountered between borings.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## **TERMS OF AGREEMENT**

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Morton Grove-Niles Water Commission. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for demolition and asbestos abatement consulting services. If you have any questions, please contact me at 224-387-6063.

Regards,

**TRUE NORTH CONSULTANTS, INC.**

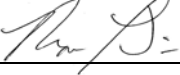
Ryan LaDieu, P.E.  
President



## Professional Services Agreement

Proposal for Environmental Consulting Services  
Former Shore School Demolition & Asbestos Abatement  
Proposal No. T18-I72

The Client accepts the attached proposal in the amount up to **fifteen thousand six hundred and seventy-five (\$15,675.00)** dollars and hereby authorizes True North to proceed with proposed services in accordance with the noted scope of work, project costs and fee schedule, schedule, limitations and qualifications, and the attached Terms and Conditions.

Client Authorization	True North Consultants
Signature:	Signature: 
Name:	Name: Ryan LaDieu
Title:	Title: President
Date:	Date: April 19, 2018

# SCHEDULE OF TERMS & CONDITIONS

## 1.0 PROPOSAL ACCEPTANCE

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

## 2.0 WARRANTY

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

## 3.0 SUBCONTRACTED AND OTHER SERVICES

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

## 4.0 SITE ACCESS AND SITE CONDITIONS

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

## 5.0 BILLING AND PAYMENT

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

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

## 6.0 DOCUMENTS AND ELECTRONIC FILES

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

## 7.0 INSURANCE

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

## 8.0 ALLOCATION OF RISK

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



# SCHEDULE OF TERMS & CONDITIONS

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

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

## 9.0 CHANGES

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

## 10.0 NOTIFICATION OF HAZARDS

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

## 11.0 BIOLOGICAL POLLUTANTS

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

## 12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

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

## 13.0 RCRA COMPLIANCE

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

## 14.0 DELAYS

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

## 15.0 DISPUTE RESOLUTIONS

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

## 16.0 MISCELLANEOUS

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

## END OF TERMS AND CONDITIONS

REVISED: January 19, 2015

## EXHIBIT B

### INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All CONSULTANT employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering CONSULTANT against all sums that CONSULTANT may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. MGNWC as Additional Insured. The MGNWC shall be named as an Additional Insured on all policies except for: Worker's Compensation and Professional Liability. Each such additional Insured endorsement shall identify the MGNWC as follows: Morton Grove-Niles Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, CONSULTANTs, and representatives

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 attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. 18-45**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS, INC. FOR ENGINEERING SERVICES RELATED TO THE ASBESTOS REMOVAL AND DEMOLITION OF STRUCTURES LOCATED AT 2525 CHURCH STREET, EVANSTON, ILLINOIS**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 27th day of April 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 27th day of April 2018.

\_\_\_\_\_  
John Pietron, Clerk

## RESOLUTION NO 18-46

### A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND [REDACTED] FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES FOR STRUCTURES LOCATED AT 2525 CHURCH EVANSTON, IL

**WHEREAS**, in 2017, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) 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”). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017; and

**WHEREAS**, the MGNWC was established for purposes of constructing and operating a public water supply system consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago (“the “District”) is the fee simple owner of real estate located within the North Shore Channel Park Area (“the Property”). The District and the MGNWC have entered into Easement Agreements for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate a water distribution system pump station and related infrastructure improvements on the Property; and

**WHEREAS**, the District has leased part of the Property commonly addressed as 2525 Church Street, Evanston, IL (the “Shore Property”) to the city of Evanston (“Evanston”) and Evanston intends to develop the Shore Property by demolishing the existing school and constructing an athletic field, splash pad, picnic shelter, public restrooms, and parking lot; and

**WHEREAS**, Evanston and the MGNWC have negotiated a Memorandum of Understanding (“MOU”) which sets forth terms for the construction and operation of the MGNWC’s intermediate booster pump station on the Shore Property; and

**WHEREAS**, the MOU provides that MGNWC will contract and pay for engineering services and construction work to demolish and remove the existing school building and north parking lot from the Shore Property and Evanston will reimburse MGNWC for its reasonable costs associated with this work; and

**WHEREAS**, on or about April 11, 2018, the Morton Grove-Niles Water Commission (MGNWC), issued a Request for Proposals, entitled “*Demolition and Asbestos Abatement Specifications and Request for Bid*” (the MGNWC RFP), to provide services relating to the demolition, asbestos abatement and removal of structures at 2525 Church Evanston, Illinois; and

**WHEREAS,** \_\_\_\_\_, submitted the lowest bid for the demolition, asbestos abatement and removal of the building at 2525 Church Evanston, IL (the “Services”); and

**WHEREAS,** \_\_\_\_\_ was deemed qualified by the MGNWC’s environmental consultant, True North Consultants, Inc. to provide the Services; and

**WHEREAS,** MGNWC and \_\_\_\_\_ have negotiated an agreement for the Services for the not to exceed price of \$ \_\_\_\_\_ pursuant to terms and conditions in substantially the same as the agreement attached hereto as Exhibit A and made a part hereof (the “Agreement”); and

**WHEREAS,** the MGNWC Board has the authority to enter into the Agreement 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 finds that entering into the Agreement 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”) authorizes the approval of the economic terms and the attached form of an Agreement entitled “An Agreement Between the Morton Grove-Niles Water Commission and \_\_\_\_\_ for Demolition and Asbestos Abatement and Removal Services for Structures Located at 2525 Church Evanston, Il” (the “Agreement”) for the purposes set forth in the Agreement, attached hereto as **Exhibit A**. 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 27th day of April 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 Regular Meeting thereof held on the 27th day of April 2018, and approved by the Chair, and attested by the Clerk on the same day.

---

Steven Vinezeano, Chair

**ATTEST:**

---

John Pietron, Clerk

**Exhibit A**

**AN AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND  
\_\_\_\_\_ FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES FOR  
STRUCTURES LOCATED AT 2525 CHURCH EVANSTON, IL**

(attached)

**AN AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND [REDACTED] FOR  
DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES FOR STRUCTURES LOCATED AT 2525  
CHURCH EVANSTON, IL**

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between [REDACTED], an Illinois \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (the "Contractor") and the Morton Grove-Niles Water Commission, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The Contractor and the Commission are at times referred to herein individually as a "Party" and collectively as the "Parties." Morton Grove and Niles are at times referred to collectively as the "Villages".

RECITALS

WHEREAS, on or about April 11, 2018, the Morton Grove-Niles Water Commission (MGNWC), issued a Request for Proposals, entitled "*Demolition and Asbestos Abatement Specifications and Request for Bid*" (the MGNWC RFP), to provide services relating to the demolition, asbestos abatement and removal of structures at 2525 Church Evanston, Illinois; and

WHEREAS, [REDACTED] (the "Contractor") submitted the lowest qualified bid in response to the MGNWC RFP; and

The MGNWC and the Contractor further negotiated and refined the final Scope of Services that are to be performed by the Contractor under this Agreement attached hereto as Exhibit A and made a part hereof (the "Services"), and

WHEREAS, the MGNWC agrees to retain the Contractor to perform the Services in accordance with the terms of this Agreement; and

WHEREAS, the Contractor agrees to perform the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, mutual covenants and representations set forth in this Agreement, the Parties mutually agree that the Contractor shall perform the Services described below, and the MGNWC shall pay the Contractor for said performance, under the following terms and conditions:

**SECTION 1. INCORPORATION AND DEFINITIONS.**

Each of the above Whereas paragraphs are incorporated into this Section 1 as material provisions of this Agreement.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa, and pronouns stated herein shall be construed to include all genders.

- A. The term "Agreement" includes the Recitals set forth above, which are incorporated into Section 1 of this Agreement, and shall mean this Agreement and its attached Exhibits as entered into by the Contractor and MGNWC setting forth the terms and conditions governing the Services.
- B. The term "MGNWC Affiliates" means MGNWC's and the Villages of Morton Grove and Niles' former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, Contractors, authorized representatives and volunteers.
- C. The term "Scope of Work", "Services" or "Work" means the services and work included in Scope of Services attached hereto as Exhibit A.
- H. The terms "sub-consultant" and "sub-contractor" mean the person, independent contractor, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or



supplying on its behalf, or at its direction) having a contract with the Contractor for the performance of any portion of the Services.

- I. The term "MGNWC Working Group" means the respective staff and Contractors employed by Morton Grove, Niles and the Commission who are working on the Project.

## SECTION 2. TERM OF AGREEMENT.

This Agreement shall be effective on the date that the last signatory executes this Agreement, which date shall be inserted on page 1 of this Agreement, and shall terminate upon the completion by the Contractor and acceptance by the MGNWC of the Services, which shall occur or before [REDACTED], 2018 (the "Completion Date"), unless this Agreement is terminated earlier by any Party, or by agreement of the Parties, in writing, to extend the Completion Date.

## SECTION 3. SCOPE OF SERVICES

- A. Services; Non-Exclusive Relationship. The Contractor agrees to perform the Services to complete the Scope of Work in accordance with the terms and conditions of this Agreement. The MGNWC, in its collective discretion, is also free to assign all or any portion of the Services to other vendors or Contractors, upon ten (10) calendar days written notice to the Contractor's Primary Representative, and the Compensation of the Contractor shall be reduced on an equitable basis. Unless otherwise indicated by the MGNWC, the primary contact point for the MGNWC and the MGNWC Working Group ("MGNWC Representative") to provide direction to the Contractor under this Agreement shall be:

Bill Balling  
WRB, LLC  
Cellular Phone: (847) 863-7101  
Office Phone: (847) 398-8399  
Email: [bill@wrblc.com](mailto:bill@wrblc.com)

The Contractor is directed to address all technical questions to the MGNWC's Technical Representative who shall be:

Ryan M. LaDieu, P.E.  
True North Consultants, Inc.  
P: (630) 717-2880 M: (224) 387-6063 F: (630) 689-5881  
Email: [rladieu@consulttruenorth.com](mailto:rladieu@consulttruenorth.com)

- B. Mutual Cooperation. The MGNWC agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor on an as-needed basis and providing the Contractor with such "Confidential Information" (as defined in Section 10 below) and non-confidential information that the MGNWC may have that may be relevant and helpful to the Contractor's performance of the Services. These documents shall be furnished to the Contractor without cost or expense to the Contractor. The Contractor agrees to cooperate with the MGNWC in the performance and completion of the Services, including meeting with the MGNWC, the MGNWC Representative and/or the MGNWC Working Group on an as-needed basis, and with any other Contractors engaged by the MGNWC.

- C. Contractor's Personnel and Representative.

- (1) Primary Representative. The Contractor shall designate [REDACTED], who shall be available during normal business hours (Monday through Friday from 8:00 a.m. CST to 5:00 p.m. CST) and who shall serve as the Contractor's primary authorized representative throughout the Term of this Agreement. This "Primary Representative" shall be readily available to respond to communications from the MGNWC and shall be primarily responsible for performing the Services as requested by the MGNWC. The Primary Representative shall receive requests from the MGNWC to perform the Services and shall have full authority to execute the directions of the MGNWC, without delay, and promptly supply any necessary labor, equipment or incidentals to do so. The Primary

Representative shall, in the case of any off-hours emergency, be readily accessible and available for a quick response. The Contractor shall immediately notify the MGNWC in writing of any change in the identity and telephone number of the Contractor's Primary Representative. The Primary Representative shall not be changed by the Contractor without the MGNWC's prior written approval. If the Primary Representative fails to perform the Services to the satisfaction of the MGNWC, then the Contractor shall immediately replace the Primary Representative with a new person with comparable experience and knowledge.

- (2) Availability of Personnel. The Contractor shall provide adequate personnel necessary to complete the Services. The Contractor shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning or receiving notice of the resignation of any personnel assigned to regularly perform the Services. The Contractor shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of time in performing the Services as a result of any such termination, reassignment or resignation.
- (3) Approval and Use of Sub-consultants / Sub-contractors. The Contractor shall perform the Services with its own personnel and under the management, supervision and control of its own organization, unless otherwise approved in advance and in writing by the MGNWC. All sub-consultants and sub-contractors used by the Contractor shall be acceptable to and approved in advance by the MGNWC. The MGNWC's approval of any sub-consultant or sub-contractor shall not relieve the Contractor of full responsibility and liability for the provision, performance and completion of the Services as required by this Agreement, including the agreed upon compensation for the Services. All Services performed under any sub-contract shall be subject to each of the terms of this Agreement, in the same manner as if performed by employees of the Contractor. Every subcontract that the Contractor enters into in regard to the performance of the Services under this Agreement shall include an express provision binding the sub-consultant or sub-contractor to all of the terms of this Agreement, and specifically noting the obligations in this Section 3.C(3).
- (4) Removal of Personnel and Sub-consultants / Sub-contractors. If any of Contractor's personnel or any sub-consultant or sub-contractor fails to perform the Services in a manner satisfactory to the MGNWC and consistent with commonly accepted industry standards and professional practices, the Contractor shall immediately, upon notice from the MGNWC, remove and replace such personnel or sub-consultant or sub-contractor. The Contractor shall have no claim for damages, for compensation more than the amount contained in this Agreement, or for a delay or extension of time of performance because of any such removal or replacement.
- (5) Financial Ability to Perform. The Contractor states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization and staff necessary to provide, perform and complete the Services set forth in this Agreement.

D. PROJECT TIMING. Work shall begin and shall be completed as specified in the Scope of Services. Time is of the essence to the contract.

E. Notice to Proceed with Services. The Contractor shall commence the Services immediately upon execution of this Agreement. ("Commencement Date"). The Contractor shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the MGNWC shall extend the Completion Date in equal proportion to the delay caused by the MGNWC. If the Contractor performs any Services and incurs any expenses in furtherance of Scope of Services prior to receiving a written notice to proceed from the MGNWC, the Services are performed and the expenses are incurred at the Contractor's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the MGNWC. Upon authorization, the actual,

documented approved Services performed prior to the issuance of the MGNWC notice to proceed shall be paid by the MGNWC as part of the “not to exceed” Fee provided by this Agreement.

- F. Suspension of Services. The MGNWC, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Contractor. The Contractor must stop the performance of all Services within the scope of the suspension notice until the MGNWC directs the Contractor in writing to resume performance of the Services.
- G. Termination before Completion of Services. If the MGNWC decides not to proceed with the Project or any phase of the Project for any reason, this Agreement shall terminate upon written notice to the Contractor issued by the MGNWC advising of the termination of this Agreement. In such case, the MGNWC shall be liable to the Contractor only for payment of all actual, completed, documented Services through the date of termination. The Contractor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Agreement by the MGNWC based on the MGNWC’s decision not to proceed with any part of the Scope of Services.
- H. Final Acceptance. The Services shall be considered complete on the date of final written acceptance by the MGNWC Representative, which acceptance shall not be unreasonably withheld or delayed.
- I. Sub-consultant/Sub-contractor List. The Contractor shall maintain an updated list of sub-consultant/sub-contractors who are working on the Project and shall provide the list and any updates to the list to the MGNWC Representative. A copy of the initial sub-consultant/sub-contractor list shall be attached hereto as Exhibit B and made a part hereof; and any updated version(s) of the list shall be incorporated herein by reference.

#### SECTION 4. EXHIBITS.

The following exhibits are either incorporated by reference or attached to and made part of this Agreement as noted. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Sub-consultant/Sub-contractor List
<u>Exhibit C</u>	Compensation and Fee Schedule for Services (“Fee Schedule”)
<u>Exhibit D</u>	Services Change Order (Form)
<u>Exhibit E</u>	Performance and Payment Bond (Form)
<u>Exhibit F</u> <u>Exhibit G</u>	Insurance Requirements for the Contractors, Sub-consultants and Sub-contractors Contract Clauses Required by the Illinois Environmental Protection Agency (“IEPA”) for Incorporation into this Agreement

#### SECTION 5. INDEPENDENT CONTRACTOR STATUS.

- A. Relationship of the Parties. The Contractor's role, and the role of its employees and its sub-consultants and sub-contractors, with respect to the performance of the Services, is solely that of an independent contractor. The following terms and conditions are operative and applicable to the Parties under this Agreement:

- (1) Non-Exclusive Contractual Arrangement. The Contractor and its employees and its sub-consultants and sub-contractors are retained under a non-exclusive contractual arrangement to perform the Services only for the limited purposes set forth in this Agreement. No

provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of “employer-employee,” “principal and agent,” “partners” or “participants in a joint venture.”

- (2) No Authority to Bind. The Contractor and its employees and its sub-consultants and sub-contractors shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of the MGNWC or Morton Grove or Niles.
- (3) Not Employees of MGNWC, Morton Grove or Niles. The Contractor and its employees and its sub-consultants and sub-contractors serve only as independent contractors of the MGNWC, and not as employees of the MGNWC, Morton Grove or Niles, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, including any similar Illinois wage laws, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Unemployment Insurance Act (820 ILCS 405/1 *et seq.*), and the Illinois Worker’s Compensation and Occupational Diseases Act (820 ILCS 305/1, *et seq.*). Therefore, neither federal nor state nor local income tax nor payroll tax of any kind, nor any other withholding, shall be withheld or paid by the MGNWC, Morton Grove, Niles or Cook County on behalf of the Contractor, and its employees and its sub-consultants and sub-contractors. Nothing in this Agreement shall be construed as MGNWC, Morton Grove or Niles requiring or acquiring or incurring any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation or any other payment which would be required to be paid by the MGNWC, Morton Grove or Niles if the MGNWC and the Contractor, and its employees and its sub-consultants and sub-contractors, were engaged in an “employer-employee” relationship.
- (4) Payment of Taxes. The Contractor and its employees and its sub-consultants and sub-contractors are responsible, pursuant to applicable law, for payment of any income and employment taxes or any other taxes of any kind arising from their receipt of compensation under this Agreement.
- (5) Ineligible for MGNWC/Village Employment Benefits. The Contractor and its employees and its sub-consultants and sub-contractors agree that they shall not be entitled to receive or to participate in any employee benefits or health, life or professional liability insurance programs or other employee benefit programs or pension plans or retirement plans available to part-time or full-time MGNWC, Morton Grove or Niles or employees, and agree that they are ineligible to file a claim for unemployment compensation benefits or for Worker’s Compensation benefits against MGNWC, Morton Grove or Niles. The Contractor and its employees and its sub-consultants and sub-contractors agree not to file any such claims in the event this Agreement is terminated or if they are injured or become ill as a result of performing any Services under this Agreement.
- (6) Autonomy. The Contractor and its employees and its sub-consultants and sub-contractors are free to use their time, energy and skill when they are not performing the Services for the MGNWC on other endeavors, as they deem appropriate and advisable.
- (7) Discretion Over Performance and Delivery of Services. The MGNWC shall have no control over the timing, means and way the Services are to be performed by the Contractor, and its employees or its sub-consultants and sub-contractors. The Contractor is responsible for directing and controlling the performance and completion of the Services in a timely manner that meets MGNWC’s requested schedule and the Completion Date.
- (8) Certification, Training and Licensing. The Contractor represents that its employees, sub-consultants and sub-contractors: (a) are fully qualified, licensed, registered, trained and capable within their respective disciplines in accordance with applicable laws, regulations and industry standards, and (b) currently hold, and shall maintain throughout the Term of this Agreement, all required licenses, registrations, permits and certificates applicable to

their performance of the Services. To the extent that equipment is being utilized in the providing of the Services, the Contractor and its employees and its sub-consultants and sub-contractors shall use their own equipment and tools of the trade, and be qualified and authorized to operate same.

- (9) Applicable Regulations. The Contractor, and its employees and its sub-consultants and sub-contractors, shall be familiar with and comply with the applicable Federal, State, County and local codes, ordinances and regulations, and shall use, apply and enforce the same when performing the Services.
- (10) Injury to Reputation. The Contractor, and its employees and its sub-consultants and sub-contractors, shall not act in a manner that might injure the reputation of MGNWC Affiliates.

## SECTION 6. COMPENSATION AND METHOD OF PAYMENT.

### A. Fee Amount.

- (1) Fee Schedule. The MGNWC agrees to pay for any requested, fully completed and accepted Services rendered by the Contractor in accordance with and not to exceed the Compensation and Fee Schedule attached hereto as Exhibit C of this Agreement. The "not to exceed" Fee for the Basic Services shall be \$ [REDACTED] (the "Not-To-Exceed Fee").
- (2) Out-of-Pocket Costs. The Contractor, at its sole cost, shall pay all other expenses related to the performance of this Agreement including, but not limited to, travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment. The Contractor may request reimbursement of these out-of-pocket costs, including the Reimbursable Costs shown in Exhibit C, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.
- (3) Scope of Fees. Except for the Cook County Notification of Asbestos Abatement Activities filing fee of \$ [REDACTED] which shall be paid by the MGNWC, the amounts set forth in the Compensation and Fee Schedule include all applicable Federal, State, County and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or similar benefits, and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation due to the payment by the Contractor of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Contractor, and any claim or demand from any person that the MGNWC or Morton Grove or Niles pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Contractor.

### B. Invoices and Payment.

- (1) Frequency and Content. The Contractor shall submit invoices to the MGNWC monthly to the MGNWC Representative. Each invoice must be accompanied by receipts, vouchers and other documents as necessary to reasonably establish the Contractor's right to payment of the Compensation stated in the invoice. In addition, each invoice must include employee classifications and employee designations (e.g., initials), rates per hour, and hours worked by each employee classification. If the Services are to be performed in separate phases, then, for each phase, the invoice must also include: the total amount billed in the current phase(s),

the total amount billed to date including each completed phase and any current phase(s), and the estimated percent completion of the Services for each phase and on an overall basis.

- (2) Invoice Payment. The MGNWC agrees to make payments to the Contractor within thirty (30) calendar days of receipt of the invoice, unless there is a dispute regarding the invoice, and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*), unless the Parties mutually agree to waive the interest payment. If there is a dispute regarding any invoice, the MGNWC shall make payment for that portion of the invoice not in dispute and the Parties shall cooperate to resolve the dispute as soon as possible in accordance with Subsection 6.G below, but any such dispute shall not cause the Contractor to stop performing Services or delay in its completion of the Scope of Work. The MGNWC's failure to object to any monthly invoices and payment by the MGNWC for Services related to any monthly invoice or other periodic progress payment shall not be an acceptance by the MGNWC of such Services that are incomplete and in progress.
- (3) Final Payment. The Services will be considered complete on the date of final written acceptance by the MGNWC after completion of all the Services for the entire Scope of Services. After delivery of the final report and completion of the Services, the Contractor shall request in writing a confirmation of acceptance of the Services by the MGNWC and shall also deliver an invoice for final acceptance and payment. The MGNWC will make final payment to the Contractor within thirty (30) calendar days after final written acceptance of the Services to be delivered under this Agreement, after deducting therefrom charges, if any, as provided in this Agreement ("Final Payment"). The acceptance by the Contractor of Final Payment will operate as a full and complete release of the MGNWC by the Contractor of and from all lawsuits, claims or demands for further payment of any kind for the Services performed by the Contractor.
- (4) Deductions. Notwithstanding any other provision of this Agreement, the MGNWC may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the MGNWC for any loss due to: (1) Services that are defective, nonconforming or incomplete, (2) liens or claims of lien, (3) claims against the Contractor or the MGNWC made by any of the Contractor's sub-consultants, sub-contractors or suppliers or by other persons about the Services, (4) delay by the Contractor in the completion of the Services, (5) the cost to the MGNWC, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the MGNWC's remedies set forth in Section 6.G. (Informal Dispute Resolution) or Section 13.O. (Cumulative Rights and Remedies) below. The MGNWC will notify the Contractor in writing, in accordance with Section 13.D. below, of the MGNWC's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.
- (5) Use of Deducted Funds. The MGNWC will be entitled to retain all amounts withheld, pursuant to Section 6.B.(4) (Deductions) above, until the Contractor either has performed the obligations in question or has furnished security for that performance satisfactory to the MGNWC. The MGNWC will be entitled to apply any money withheld or any other money due to the Contractor to reimburse itself for all costs, expenses, losses, damages, liabilities, suits, judgments, awards and reasonable attorneys' fees (collectively "Costs") incurred, suffered or sustained by the MGNWC and chargeable to the Contractor under this Agreement.

C. Records; Audit. The Contractor shall maintain records showing the Services performed and a record of additional services performed, and shall permit the MGNWC to inspect and audit all data and records of the Contractor for Services performed pursuant to this Agreement. The records shall include all billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon

written request by the MGNWC, the records shall promptly be made available to the MGNWC or its auditors during normal business hours during the Term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the Contractor to the MGNWC at a reasonable per page photocopy expense or in an electronic or digital format at no charge.

D. Claim in Addition to Agreement Amount.

- (1) The Contractor shall provide written notice to the MGNWC of any claim for additional Compensation because of any action taken by the MGNWC, within fifteen (15) calendar days after the occurrence of such action.
- (2) The Contractor acknowledges and agrees that written notice pursuant to this Section shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and that any changes in the Agreement Amount shall be valid only upon written amendment signed by all Parties pursuant to Section 6F. (Service Change Orders; Delays) below.
- (3) Regardless of the decision of the MGNWC relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the Services required to complete the Services under this Agreement, as determined by the MGNWC, without interruption.

E. Additional Services. The Contractor acknowledges and agrees that in no event shall the MGNWC or Morton Grove or Niles be liable for any additional Compensation or fees or costs incurred by the Contractor or any sub-consultant or sub-contractor in connection with any Services provided by the Contractor or any sub-consultant or sub-contractor that are outside of, or exceed, the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the MGNWC or Morton Grove or Niles, except upon the prior written consent of the MGNWC provided under Section 6.F. (Service Change Orders; Delays) below.

F. Services Change Orders; Delays.

- (1) Services Change Orders. The MGNWC, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "Services Change Order"). Copies of all Services Change Orders will be sent to the MGNWC Board by the MGNWC Representative upon receipt from the Contractor. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as Exhibit D. The MGNWC or the Contractor may request a Services Change Order based on new or different information or changes in conditions or circumstances that were not known or not anticipated at the time of approval of this Agreement that results in change in the scope of any Services to be performed under this Agreement. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation as mutually agreed to by the Parties.
- (2) Revision Notices. Within five (5) calendar days of receipt of a MGNWC-approved Services Change Order, the Contractor must notify the MGNWC Representative and the MGNWC Board in writing if the Contractor desires a revision to the Services Change Order (a "Revision Notice"). The Revision Notice must clearly state the Contractor's requested revisions and the reasons for the revisions. If the MGNWC Board agrees to any revision, then the MGNWC Representative will issue a revised Services Change Order in a form acceptable to the Parties. If the Contractor does not submit a Revision Notice within the 5-calendar day period, then the Contractor will be deemed to have accepted the Services Change Order and the Services Change Order will be final.
- (3) Disagreements over Services Change Order Terms. If the MGNWC and the Contractor cannot agree on the proposed revisions to the Compensation or the Schedule terms of a Services

Change Order, then the Parties will apply the dispute resolution provisions of this Agreement to reach agreement. In that event, the Contractor must proceed diligently with the revised Services as directed by the MGNWC Board pending resolution of the disagreement. The Contractor will be compensated equitably for the work the Contractor undertakes during the informal dispute resolution process.

- (4) No Change in Absence of a Services Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the MGNWC Representative and the Contractor. If the Contractor believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Contractor may submit to the MGNWC a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Contractor's request must be submitted before the Contractor proceeds with any Services for which an adjustment is desired.
- (5) Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Contractor, then the Contractor may be entitled to an extension of the Project Schedule for a period equal to that delay. The Contractor must notify the MGNWC in writing within ten (10) calendar days after the start of the delay and again in writing within ten (10) calendar days after the delay has ended (the "Delay Period"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the delay, the reasons why the delay disrupted performance of the Services, and the Contractor's request, if any, for a change in the Completion Date. If the Contractor fails to submit notices as provided for in this Section, then the Contractor will be deemed to have waived any right to an adjustment.

G. Informal Dispute Resolution.

- (1) Dispute Resolution. If a dispute arises between any of the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate to resolve the matter. If the dispute is resolved because of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue other remedies under Section 13.O. (Cumulative Rights and Remedies) below to enforce the provisions of this Agreement.
- (2) Performance of Services. During the dispute resolution process, the Contractor must proceed diligently with the performance of Services.

SECTION 7. PERFORMANCE AND STANDARD OF SERVICES.

A. Contractor Responsibilities. The Contractor, at its sole cost, agrees as follows:

- (1) Standard of Performance. The Contractor shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "Standard of Performance"). All Services must be free from defects and flaws, must conform to the requirements of this Agreement, and must be performed in accordance with the Standard of Performance. The Contractor is fully and solely responsible for the quality,



technical accuracy, completeness and coordination of all Services. Such performance shall be to the satisfaction of the MGNWC. All Services shall be performed in a reasonably prompt manner.

- (2) Corrections of Defects, Errors and Omissions. If any errors, omissions or acts, intentional or negligent, are made by the Contractor and/or its employees, its sub-consultants and sub-contractors in providing the Services, the correction of which requires additional Services, the Contractor shall be required to perform such additional Services as may be necessary to remedy same without undue delay and without any charge or cost to the MGNWC. The Contractor must provide, for no additional Compensation and at no separate expense to the MGNWC, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Contractor or of the Contractor's sub-consultants or suppliers.
- (3) Risk of Loss. The Contractor bears the risk of loss in providing all Services. The Contractor is responsible for all damages to property or persons arising from any Contractor negligent or intentional error, omission or act and for any losses or costs to repair or remedy any work undertaken by the MGNWC based on the Services because of any such error, omission or act. Notwithstanding any other provision of this Agreement, the Contractor's obligations under this Section 7 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the MGNWC or the Contractor, to indemnify, hold harmless or reimburse the Contractor for damages, losses or costs.
- (4) Communications with Regulators. The Contractor must comply with all statutes, ordinances, codes and regulations applicable to the Services. Except to the extent expressly set forth in this Agreement, the Contractor may not communicate directly with applicable governmental regulatory agencies about the Services without prior express authorization from the MGNWC Board or the MGNWC Representative. The Contractor must either direct inquiries from governmental regulatory agencies to the MGNWC Board for appropriate response or respond on behalf of the MGNWC as directed by the MGNWC Representative. To the extent that the Contractor communicates directly with applicable governmental regulatory agencies with regard to Services, it shall promptly (same day or within twenty-four (24) hours) inform the MGNWC Representative of such communications, provide copies to the MGNWC Representative of any such written communications (e.g., letters, emails, etc.) and shall copy the MGNWC Representative or the MGNWC Working Group on its own communications to the governmental regulatory agencies, as requested by the MGNWC. In those cases that the MGNWC will be either responding directly to the regulatory agencies, or providing information to the Contractor to allow the Contractor to respond, the response must be made within five (5) calendar days so as not to delay the Project.
- (5) Contractor Payments; Waivers of Liens. The Contractor must pay promptly for all services, labor, materials and equipment used or employed by the Contractor in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises and property of the MGNWC to be impressed with any mechanic's lien or other liens. The Contractor, if requested, must provide the MGNWC with reasonable evidence that all services, labor, materials and equipment have been paid in full and with waivers of lien as appropriate.
- (8) Safety; Hazardous Materials.
  - i. Protection of Health, Environment. The Contractor's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

- ii. Notice of Hazardous Conditions. If the Contractor observes a potentially hazardous condition relating to the Services, the Contractor must immediately bring that condition to the attention of the MGNWC Board, the MGNWC Representative and the MGNWC Working Group.
- iii. Hazardous Materials. The Contractor acknowledges that there may be hazardous substances, wastes or materials as defined by applicable Law (“Hazardous Materials”) within the proposed Project area or otherwise associated with Services, and the Contractor under those circumstances must take appropriate precautions to protect its employees, sub-consultants and suppliers, and shall advise in writing the MGNWC Board, the MGNWC Representative and the MGNWC Working Group of the presence or suspected presence and location of such Hazardous Materials.

(9) Performance Bond and a Payment Bond.

- i. The Contractor shall provide a Performance Bond and a Payment Bond in the full amount of the Agreement. The bonds shall be in form and substance satisfactory to the MGNWC, consistent with Exhibit E. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.
- ii. The Performance Bond and the Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by the Contractor pursuant to the Agreement and shall indemnify the MGNWC from any liability or loss resulting to the MGNWC from any failure of the Contractor to fully to perform each all said duties. The Performance Bond and the Payment Bond shall be deemed to cover all such duties.
- iii. The Performance Bond and the Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.
- iv. The bond furnished by the Contractor shall fully comply with the Illinois Public Construction Bond Act (30 ILCS550/0.01 *et seq.*) including the provisions as found in section 30 ILCS 550/1., entitled, Bond Required- Provisions required in bond as amended.
- v. The bond shall include a provision stating that no modification of any provision of any Contract Document, including, without limitation, a change in the contract time, Compensation or other condition of payment, will release the surety either in part or in whole. If from time to time the Compensation is increased by \$10,000.00 or more, then the bond thereto shall be increased by the amount which the contract sum was increased.

B. MGNWC Responsibilities. The MGNWC, at its collective cost, agrees as follows:

- (1) To designate in writing a person with authority to act on behalf of the MGNWC with respect to the Services. The MGNWC Representative will have the authority to act on behalf of the MGNWC, except on matters that require approval of the respective governing authorities of the MGNWC or the input of the MGNWC Working Group.

- (2) To provide to the Contractor all criteria and information about the requirements for the Services, including, as relevant, the MGNWC's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.
- (3) To provide to the Contractor existing studies, reports and other available data relevant to the Services.
- (4) To arrange for access to, and make provisions for the Contractor (and its employees, sub-consultants and sub-contractors) to enter on, public and private property as reasonably required for the Services.
- (5) To provide, as relevant, existing surveys and GIS data describing physical characteristics, legal limitations and utility locations for the Services and the services of other Contractors when the services of other Contractors are requested by the Contractor and are necessary for the performance of the Services.
- (6) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law to be provided by the MGNWC in connection with the Services, except to the extent such tests, inspections or reports are part of the Services.
- (7) To review reports, documents, data and all other information presented by the Contractor as appropriate and to provide responses in a timely manner.
- (8) To provide approvals from all governmental authorities having jurisdiction over the Services when requested by the Contractor, except to the extent such approvals are part of the Services.
- (9) To attend meetings related to the Services.
- (10) To give prompt written notice to the Contractor whenever the MGNWC or one of the MGNWC Affiliates observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the MGNWC or one of the MGNWC Affiliates to give any such a notice will not relieve the Contractor of any of its responsibilities under this Agreement.

## SECTION 8. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, hold harmless and indemnify the MGNWC and the MGNWC Affiliates from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this Agreement by the Contractor and/or its employees and its sub-consultants and sub-contractors, or others performing or furnishing any Services directly or indirectly on the Contractor's behalf, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) negligent acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this Agreement. In connection with any such liabilities, the MGNWC and the MGNWC Affiliates shall have the right to defense counsel of their choice and the Contractor shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the extent of the Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

- B. If the MGNWC or the MGNWC Affiliates permits the Contractor to use any of the MGNWC or the MGNWC Affiliates' equipment, tools or facilities, such use will be gratuitous and the Contractor shall release the MGNWC or the MGNWC Affiliates' from any responsibility arising from claims for personal injuries, including death arising out of the use of such equipment, tools, facilities irrespective of the condition thereof or any negligence on the part of the MGNWC or the MGNWC Affiliates in permitting their use.
- C. Kotecki Waiver. The Contractor (and all sub-consultants and sub-contractors into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The Contractor agrees to indemnify and defend MGNWC and the MGNWC Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which MGNWC and the MGNWC Affiliates, may sustain as a result of personal injury claims by the Contractor's employees and by the sub-consultants and sub-contractors and their respective employees, except to the extent those claims arise as a result of MGNWC's and the MGNWC Affiliates' own negligence.
- D. No Personal Liability. No elected or appointed official or employee of the MGNWC and the MGNWC Affiliates shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement. No employee of the Contractor, sub-consultants, and sub-contractors shall be personally liable, in law or in contract, to the MGNWC as the result of the execution of this Agreement.

#### SECTION 9. INSURANCE.

- A. During the Term of this Agreement, or any extended term, the Contractor shall procure and maintain the insurance coverages set forth in Exhibit F.

#### SECTION 10. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS.

- A. No Disclosure of Confidential Information. The Contractor acknowledges that it shall, in performing the Services for the MGNWC under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information, as defined below. The Contractor shall hold confidential all Confidential Information of the MGNWC and Morton Grove and Niles and shall not disclose or use such Confidential Information without the express prior written consent of the MGNWC, Morton Grove or Niles, depending on whose Confidential Information is at issue. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring its employees and sub-consultants and sub-contractors of the Contractor to execute a non-disclosure agreement (in a format approved by the MGNWC) before obtaining access to Confidential Information.
- (1) Confidential Information. All confidential information and data disclosed by the MGNWC and developed or obtained from the MGNWC under this Agreement must be treated by the Contractor as proprietary and confidential information ("Confidential Information"). Based on whose Confidential Information is at issue, the Contractor must not disclose Confidential Information without the MGNWC's or Morton Grove's or Niles' prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of the Services. The obligations under this Section do not apply to Confidential Information that is (i) in the public domain without breach of this Agreement, (ii) developed by the Contractor independently from this Agreement, (iii) received by the Contractor on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by the MGNWC or Morton Grove or Niles and the MGNWC or Morton Grove or Niles has had a reasonable opportunity to protect disclosure of the Confidential Information. The Contractor must ensure

that the foregoing obligations of confidentiality and use extend to and bind the Contractor's employees, sub-consultants and sub-contractors.

- B. Ownership of Data and Documents. The Parties expressly agree that all data, documents, records, studies or other information (collectively "Data") provided by the MGNWC to the Contractor or generated, created, found or otherwise completed by the Contractor, and its employees, sub-consultants and sub-contractors, in the performance of Contractor's Services under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the MGNWC and shall be provided to the MGNWC by the Contractor upon request of the MGNWC, or at the termination of this Agreement. All Data, regardless of its format, developed or obtained under this Agreement, other than the Contractor's confidential information, will be and remain the sole property of the MGNWC, unless the MGNWC agree that certain portions of the Data is the sole property of either Morton Grove or Niles. The Contractor must promptly deliver all Data to the MGNWC at the MGNWC's request. The Contractor is responsible for the care and protection of the Data until that delivery. The Contractor may retain one or more copies of the Data. Notwithstanding the foregoing, upon request of the MGNWC at any time, or at the termination of this Agreement, the Contractor shall promptly return to the MGNWC all documents provided to the Contractor by the MGNWC during the Term of this Agreement.
- C. Intellectual Property. The Contractor may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "Intellectual Property") in the performance of Services. If ever the Contractor is alleged to have infringed on any Intellectual Property, then, in addition to the Contractor's obligations to indemnify the MGNWC under this Agreement, the Contractor also, at the sole discretion of the MGNWC and at the Contractor's sole expense (a) procure for the MGNWC the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Agreement, or (c) reimburse the MGNWC for all payments made to the Contractor relating to or impacted by the infringing material and all costs incurred by the MGNWC resulting from such infringement.
- D. Copyrights and Patents. The Contractor agrees not to assert, or to allow persons performing under the Contractor's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the MGNWC and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the MGNWC. Further, the Contractor agrees that all rights under copyright and patent laws under this Agreement belong to the MGNWC. The Contractor assigns any and all rights, title, and interests under copyright, trademark, and patent law to the MGNWC and agrees to assist the MGNWC in perfecting the same at the MGNWC's expense.
- E. Advertisements; Media / News Releases; Use of Letterhead or Logo. The Contractor, and its employees, sub-consultants and sub-contractors, shall not issue any media news releases, advertisements, promotional materials or other public statements regarding the Services without the prior written consent of the MGNWC Working Group. The Contractor shall not use the letterhead or logo or any service mark or trademark of Morton Grove without the prior written consent of the Village Administrator of Morton Grove and shall not use the letterhead or logo or any servicemark or trademark of Niles without the prior written consent of the Village Manager of Niles.

#### SECTION 11. COMPLIANCE WITH LAWS.

- A. Compliance with Laws. The Contractor, and its employees, sub-consultants and sub-contractors, shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act

of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, the Village of Morton Grove and the Village of Niles. If the Contractor, or its employees, sub-consultants and sub-contractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Contractor shall indemnify and hold the MGNWC harmless, and pay all amounts determined to be due from the MGNWC for such non-compliance by the Contractor, including, but not limited to fines, costs, attorneys' fees and penalties.

- (1) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- (2) Preference to Veterans Act Compliance. The Contractor will comply with the Preference to Veterans Act (330 ILCS 55).
- (4) Patriot Act Compliance. The Contractor represents and warrants to the Villages that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Villages that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Villages, their respective corporate authorities, and all of each Village's elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

B. The Parties to this Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1

*et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, *Illinois Human Rights Act (775 ILCS 5/2-105)*. See also, *Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)*
- (3) Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA. To facilitate a response by the MGNWC to any FOIA request, the Contractor agrees to provide all requested public records within five (5) business days of a request being made by MGNWC. The Contractor agrees to defend, indemnify and hold harmless MGNWC and the MGNWC Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the MGNWC, Morton Grove and/or Niles to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Contractor's actual or alleged violation of the FOIA or the Contractor's failure to furnish all public records as requested by the MGNWC. Furthermore, should the Contractor request that the MGNWC utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor agrees to defend, indemnify and hold harmless MGNWC and the MGNWC Affiliates, and agrees to pay all costs incurred by the MGNWC, Morton Grove and/or Niles connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the Contractor's request to utilize a lawful exemption.

C. Contractor Representations.

- (1) No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village of Morton Grove and the Village of Niles, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the MGNWC prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time, it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Contractor shall be liable to the MGNWC, the Village of Morton Grove and/or the Village of Niles for any loss or damage that the MGNWC, the Village of Morton Grove and/or the Village of Niles may suffer, and this Agreement shall, at the MGNWC's option, be null and void.
- (2) Conflict of Interest.
  - (a) The Contractor represents and certifies that, to the best of its knowledge: (1) no MGNWC, Morton Grove or Niles employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- (3) Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Contractor also must comply with applicable conditions of any federal, state, or local grant received by the MGNWC with respect to this Agreement. The Contractor will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services because of the Contractor's improper performance of, or failure to properly perform, any Services.

SECTION 12. DEFAULT AND TERMINATION OF SERVICES.

- A. This Agreement is at-will and may be terminated by the MGNWC at any time at MGNWC'S convenience, without reason or cause. If the MGNWC terminates this Agreement without reason or cause, then the MGNWC will liable to the Contractor only for payment of all actual, completed, documented Services through the date of termination. The Contractor shall not be entitled to Compensation of any kind, including without limitation for lost profit, for any Services not performed by the Contractor.
- B. Termination by MGNWC for Breach. MGNWC at any time, by written notice, may terminate this Agreement because breach by the Contractor and failure of the Contractor to cure the breach within ten (10) calendar days after that written notice or such further time as the MGNWC may agree, in the MGNWC's sole discretion, in response to a written notice from the Contractor seeking additional time to cure. "Breach" by the Contractor includes (a) failure of the Contractor to adhere to any terms or



conditions of this Agreement, (b) failure of the Contractor to properly perform Services, (c) failure of the Contractor to maintain progress in the performance of Services to endanger proper performance of the Services within the Project Schedule, or (d) failure of the Contractor to have or maintain adequate financial or legal capacity to properly complete any Services.

- C. MGNWC Remedies. If t MGNWC terminates this Agreement for Breach by the Contractor, then the MGNWC will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- (1) MGNWC may recover from the Contractor any and all costs, including without limitation reasonable attorneys' fees, incurred by the MGNWC as the result of any Breach or as a result of actions taken by MGNWC in response to any Breach.
  - (2) MGNWC may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the MGNWC as the result of any Breach or as a result of actions taken by the MGNWC in response to any Breach. In that event, the MGNWC will pay any excess funds to the Contractor, if any, after all of the MGNWC's costs are reimbursed or paid. If the Compensation withheld by the MGNWC is insufficient to reimburse the MGNWC for, or pay, all costs, then the MGNWC will has the right to recover directly from the Contractor a sum of money sufficient to reimburse itself, or pay, all remaining costs.
- D. Termination for Convenience. If, after termination of this Agreement by the MGNWC for breach, it is determined that the Contractor was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the MGNWC under this Section 12.
- E. Termination by Contractor for Breach. The Contractor at any time, by written notice, terminate this Agreement because a failure by the MGNWC to adhere to any terms or conditions of this Agreement and a failure of the MGNWC to cure the breach within ten (10) calendar days after that written notice or such further time as the Contractor may agree, in the Contractor's sole discretion, in response to a written notice from the MGNWC seeking additional time to cure.
- F. Termination by Contractor without Cause. The Contractor shall not terminate this Agreement without cause.

### SECTION 13. GENERAL PROVISIONS.

- A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the MGNWC Board and executed by the MGNWC Chair and the Contractor.
- B. Assignment. The Contractor shall not assign this Agreement or any portion thereof without the prior written approval of the MGNWC Board, which shall not be unreasonably withheld. The merger, consolidation or liquidation of the Contractor or any change in the ownership of or power to vote equal to twenty percent (20%) or more of the Contractor's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment; provided, however, that the transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of the Contractor's capital stock or who are employees of Contractor, shall not constitute an assignment. As part of the written notice of assignment sent to the Contractor, an addendum to this Agreement that memorializes the assignment shall be prepared and sent to the Contractor for execution.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the MGNWC and the Contractor, and their agents, successors and assigns.

- D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Section 13.D., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the MGNWC shall be addressed to, and delivered at, the following addresses:

Steven Vinezeano, Chair  
Morton Grove-Niles Water Commission  
1000 Civic Center Drive  
Niles, Illinois 60714  
Phone: (847) 588-8010  
Fax: (847) 588-8051  
Email: [scv@niles.com](mailto:scv@niles.com) or TBD

With a copy to:  
Teresa Hoffman Liston, General Counsel  
Morton Grove Water Commission  
6101 Capulina Avenue  
Morton Grove, IL, 60053  
Fax: 847-965-4162  
Email: [tliston@mortongroveil.org](mailto:tliston@mortongroveil.org)

Notices and communications to the Contractor shall be addressed delivered to the following address:

Attn: XXX  
XXX  
XXX  
XXX, Illinois XXX  
Phone: XXX and Cellular Phone: (XXX)  
Fax: (XXX)  
Email: XXX  
With a copy to: XXX

- E. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against MGNWC and the MGNWC Affiliates.
- F. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.
- H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls

on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

- I. Venue and Governing Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the Northern District of the United States District Court, Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding.
- J. Authority to Execute.
  - (1) MGNWC Water Commission. The MGNWC warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.
  - (2) The Contractor. The Contractor warrants and represents to the MGNWC that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- L. Waiver. The failure of either Party to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.
- M. Survival. The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of this Agreement.
- N. Counterpart Execution. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- O. Cumulative Rights and Remedies. Unless expressly provided to the contrary in this Agreement, every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- P. Effective Date. This Agreement shall become effective on the date the last signatory signs this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on behalf of the Parties through their authorized representatives, after all duly required corporate action was taken, as set forth below on the signature pages.

SIGNATURE PAGES AND EXHIBITS TO FOLLOW

SIGNATURE PAGE FOR CONTRACTOR

IN WITNESS WHEREOF, the below authorized corporate officer of [redacted] signed this Agreement pursuant to legal authority and direction granted to him/her by the required corporate action.

[redacted]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

SIGNATURE PAGE FOR  
MORTON GROVE-NILES WATER COMMISSION

IN WITNESS WHEREOF, the below authorized officials of the Morton Grove-Niles Water Commission have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (“Division 135”) and the corporate approval granted by passage of a Resolution by the Corporate Authorities of the Morton Grove-Niles Water Commission.

Morton Grove-Niles Water Commission

By: \_\_\_\_\_  
Steven Vinezeano, Chair

Date: \_\_\_\_\_, 2018.

Attest:

By: \_\_\_\_\_  
John Pietron, Clerk  
Morton Grove-Niles Water Commission

Date: \_\_\_\_\_, 2018

Approved as to form and legality:

By: \_\_\_\_\_  
Teresa Hoffman Liston, MGNWC General Counsel

**Exhibit: A**  
**Scope of Services**

**Exhibit: B**

Sub-consultant/Sub-contractor List

**Exhibit: C**  
**Compensation and Fee Schedule**  
**See Attached**



**Exhibit D**

SERVICES CHANGE ORDER  
(FORM)

SERVICES CHANGE ORDER NUMBER \_\_\_\_\_

In accordance with Section \_\_\_\_ of the Agreement dated \_\_\_\_\_, 2018 between the MGNWC and the Contractor, the Parties agree to the following Services Change Order:

- 1. Change in Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2. Change in Schedule (attach schedule if appropriate): \_\_\_\_\_  
\_\_\_\_\_
- 3. Change in Completion Date: All Services must be completed on or before: \_\_\_\_\_, 20\_\_
- 4. Change in Compensation: \_\_\_\_\_  
\_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

MGNWC

CONTRACTOR

\_\_\_\_\_  
MGNWC Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If compensation change is greater than \$20,000 (individual request or in the aggregate) then Chair and Secretary of the MGNWC's signatures are required.

\_\_\_\_\_  
Village President

\_\_\_\_\_, 20\_\_\_\_.  
Date

\_\_\_\_\_  
Village President

\_\_\_\_\_, 20\_\_\_\_.  
Date

**Exhibit E**

**PERFORMANCE AND PAYMENT BOND**

**Work: DEMOLITION, ASBESTOS ABATEMENT & REMOVAL-7900 NAGLE, MORTON GROVE, IL**  
Contract dated \_\_\_\_\_ by and between Morton Grove- Niles Water Commission, Cook County, Illinois  
("Local Agency") and \_\_\_\_\_ (Principal)

We, \_\_\_\_\_

a/an  Individual  Co-partnership  Corporation organized under the laws of the state \_\_\_\_\_,

as PRINCIPAL, and \_\_\_\_\_ SURETY,

are held and firmly bound unto the above Local Agency (herein referred to as "LA") in the penal sum of -

\_\_\_\_\_  
\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above named Work, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted and during the one year guaranty period; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, and shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130 / 1-12 et. seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**PRINCIPAL**

_____	_____
(Company Name)	(Company Name)
By: _____	By: _____
(Signature & Title)	(Signature & Title)
Attest: _____	Attest: _____
(Signature & Title)	(Signature & Title)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_ I, \_\_\_\_\_

a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of PRINCIPAL)

Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Notary Public) **(SEAL)**

**SURETY**

_____	By: _____
(Name of Surety)	(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_ I, \_\_\_\_\_

a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of SURETY)

Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Notary Public) **(SEAL)**

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

\_\_\_\_\_  
Steven Vinezeano, Chair,  
Morton Grove-Water Commission

\_\_\_\_\_  
John Pietron, Clerk  
Morton Grove-Water Commission

## Exhibit F

### Insurance Requirements for the Contractor, Sub-consultants and Sub-contractors

- A. Before any Work at the Site is initiated, the Contractor, Sub-consultants and Sub-contractors shall supply the MGNWC with a valid Certificate of Insurance.
- B. The Certificate shall identify the MGNWC and the MGNWC Affiliates and Agents, the Village of Morton Grove, the Village of Niles, and True North Contractors, Inc. as additionally insured parties. Copies of the certificates shall be supplied to each of the additionally insured parties.
- C. The Contractor, Sub-consultants and Sub-contractors shall maintain Comprehensive General Liability including coverage for Premises-Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazard) in the following amounts.
  - 1. \$1,000,000 Each Occurrence
  - 2. \$2,000,000 General Aggregate
  - 3. \$2,000,000 Products/Completed Operations Aggregate
  - 4. \$1,000,000 Personal and Advertising Injury

- D. Commercial General Liability Coverage must provide:
  - 1. General Aggregate Limit must apply per project.
  - 2. Premises and Operations
  - 3. Contractor's Protective Liability ("Independent Contractors' Coverage)
  - 4. Products Liability/Completed Operations – to continue in force for two (2) years from Substantial Completion.
  - 5. Blanket Contractual Liability assumed in this Agreement including indemnification of the Additional Insured.
  - 6. XCU Coverage
  - 7. Personal Injury and Advertising Injury
  - 8. Host Liquor Liability
  - 9. Broad Form Property Damage including Completed Operations

- E. Comprehensive Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage shall be maintained in the amount of \$500,000 for each accident.

OR

- 1. \$1,000,000 Combined Single Limit, Each Occurrence
- 2. Bodily Injury \$1,000,000 Each Person \$1,000,000 Each Occurrence
- 3. Property Damage \$1,000,000 Each

- F. Umbrella liability coverage shall be maintained for the following:
  - 1. The Contractor, Sub-consultants and Sub-contractors shall maintain an Umbrella Liability policy with the following coverage, which shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies:
    - a. \$5,000,000 Each Occurrence
    - b. \$5,000,000 Aggregate

- G. Workers Compensation Coverage including Occupational Disease and Employer's Liability Insurance

1. Statutory amounts and coverages as required by the Workers' compensation laws of the state in which the Work is performed:
  2. Employer's Liability:
    - a. Bodily Injury by Accident: \$1,000,000 each accident
    - b. Bodily Injury by Disease: \$1,000,000 policy limit
    - c. Bodily Injury by Disease: \$1,000,000 each employee
- H. All other insurance coverage not specified shall meet the minimum requirements of the State of Illinois for which the Contractor, Sub-consultants and Sub-contractors is required to purchase and maintain for the Work to be performed. The MGNWC may request additional insurance coverage later at the expense of the MGNWC.
- I. To the fullest extent permitted by Federal, State, and local Laws and Regulations, Contractor, Sub-consultants and Sub-contractors shall indemnify and hold harmless the MGNWC and the MGNWC Affiliates from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to an conditions created by Contractor, Sub-consultants and Sub-contractors or by anyone for whom Contractor, Sub-consultants and Sub-contractors is responsible. Nothing in this paragraph shall obligate the Contractor, Sub-consultants or Sub-contractors to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. The Contractor, Sub-consultants and Sub-contract shall provide the MGNWC with a thirty (30) day notice, in writing, of insurance cancellation or material change. In addition, the Contractor, Sub-consultants and Sub-contract shall provide the MGNWC and the MGNWC Affiliates with evidence of renewals or replacements of required policies fifteen (15) days prior to the expiration or cancellation of any such policies.
- K. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- L. Primary Coverage. The insurance coverage must be primary with respect to the MGNWC and the MGNWC Affiliates. Any insurance or self-insurance maintained by the Village of Morton Grove, the Village of Niles and the MGNWC will be excess of the Contractor's insurance and will not contribute with it.
- M. Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the MGNWC and the MGNWC Affiliates.
- N. Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.
- O. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

## Exhibit G

### Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement

The IEPA Public Water Supply Loan Program required clauses are as follows:

#### Audit and Access to Records Clause

- a. "Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection."
- b. "Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America."
- c. "All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report."
- d. "The final audit report shall include the written comments, if any, of the audited parties."
- e. "Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception."

#### Covenant against Contingent Fees Clause

"The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount such commission, percentage, brokerage, or contingent fee.

#### Certification Regarding Debarment, Suspension and Other Responsibility Matters<sup>1</sup>

"The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this

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1: This requirement may be met through the inclusion of the following language in the contract, or through submitting a signed Form EPA 5700-49 to IEPA.

application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.”

#### USEPA Nondiscrimination Clause

“The contractor (engineer) 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”

#### USEPA Fair Share Percentage Clause

“The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA’s Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are %5 for MBEs & 12% for WBEs”

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 attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. 18-46**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND [REDACTED] FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES FOR STRUCTURES LOCATED AT 2525 CHURCH EVANSTON, IL**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 27th day of April 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 27th day of April 2018.

\_\_\_\_\_  
John Pietron, Clerk



## RESOLUTION NO 18-47

### **A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS, INC. TO PREPARE A BASELINE STUDY REQUIRED BY THE MWRD FOR THE MGNWC EASEMENT PREMISES LOCATED IN SKOKIE AND EVANSTON, ILLINOIS**

**WHEREAS**, in 2017, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) 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”). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017; and

**WHEREAS**, the MGNWC was established for purposes of constructing and operating a public water supply system consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) is the fee simple owner of real estate located within the North Shore Channel Park Area (“the Property”). The MWRD and the MGNWC have entered into an Easement Agreements for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate a water distribution system pump station and related infrastructure improvements on the Property; and

**WHEREAS**, the Easement Agreement requires the MGNWC, upon termination of the Easement Agreement, to restore the Property to its original condition as described in a report to be prepared by MGNWC and approved by MWRD (the “Baseline Report”); and

**WHEREAS** the MGNWC Superintendent solicited and obtained proposals from True North Consultants, Inc. of Naperville, Illinois, to conduct baseline testing on the Property and prepare a Baseline Report for the purposes of satisfying the requirements of the Easement Agreement, and the Superintendent has negotiated a Professional Service Agreement with True North Consultants, Inc. based on its proposal attached hereto as **Exhibit A**; and

**WHEREAS**, True North Consultants, Inc. has satisfactorily provided engineering and consulting services for the MGNWC in the past and is qualified and capable of providing these services in a timely manner, and the Superintendent recommends that the MGNWC Board enter into an agreement with True North Consultants, Inc., based on its proposal (the Agreement); and

**WHEREAS**, the MGNWC Board has the authority to enter into the Agreement 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 finds that entering into the Agreement 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”) authorizes the approval of the economic terms and the attached form of the Agreement entitled “Professional Services Agreement Between the Morton Grove-Niles Water Commission and True North Consultants, Inc. to Prepare a Baseline Study Required by the MWRD for the MGNWC Easement Premises Located in Skokie and Evanston, Illinois” for the purposes set forth in the Agreement, attached hereto as **Exhibit A**. 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 27th day of April 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 Regular Meeting thereof held on the 27th day of April 2018, and approved by the Chair, and attested by the Clerk on the same day.

\_\_\_\_\_  
Steven Vinezeano, Chair

**ATTEST:**

\_\_\_\_\_  
John Pietron, Clerk

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER**  
**COMMISSION AND TRUE NORTH CONSULTANTS, INC. TO PREPARE A BASELINE STUDY REQUIRED**  
**BY THE MWRD FOR THE MGNWC EASEMENT PREMISES LOCATED IN SKOKIE AND EVANSTON,**  
**ILLINOIS**  
(attached)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS, INC. TO PREPARE A BASELINE STUDY REQUIRED BY THE MWRD FOR THE MGNWC EASEMENT PREMISES LOCATED IN SKOKIE AND EVANSTON, ILLINOIS**

THIS AGREEMENT is dated as of the \_\_\_ day of April 2018 (“Agreement”) by and between the MORTON GROVE-NILES WATER COMMISSION, an Illinois municipal corporation (“MGNWC”) and True North Consultants, Inc., (“Consultant”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the MGNWC’s statutory and home rule powers, the parties agree as follows:

**1 PARTIES:**

The parties to this Agreement and the address and contact information for each is as follows:

MGNWC: Morton Grove-Niles Water Commission  
6101 Capulina Avenue  
Morton Grove, IL 60053

Contact: William Balling,  
MGNWC Superintendent (“MGNWC Representative”)  
847-863-7101  
bill@wrbllc.com

Consultant: True North Consultants, Inc.  
1000 East Warrenville Road, Suite 140  
Naperville, IL 60563

Contact: Ryan M Ladieu  
(630) 717-2880 or (224) 387-6063  
rladieu@consulttruenorth.com

**2 PERFORMANCE OF SERVICES**

2.1. Project Description. Consultant will provide all necessary services to perform the work in connection with the project identified in and consistent with the Proposal dated April 24, 2018, a copy of which is attached as Exhibit A to this agreement (hereafter referred to as “services”). In the event of an inconsistency between the *Schedule of Terms & Conditions* appended to the Consultant’s proposal and this Agreement, this Agreement shall be controlling. The Consultant represents that it is financially solvent, has the

necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in Exhibit A in a manner consistent with the standards of professional practice recognized by the industry providing services of a similar nature.

- 2.2 Time of Performance. The Consultant's provision of Services shall commence on upon execution of this Agreement (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the work in accordance with deadlines established for particular tasks from time to time ("Time of Performance") The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on August 31, 2019. A determination of completion shall not constitute a waiver of any rights or claims the MGNWC may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the MGNWC by the Consultant.
- 2.3 Early Termination. Notwithstanding any other provision hereof, the MGNWC may terminate this agreement at any time upon 14 days prior written notice to the Consultant. In the event that this agreement is so terminated, the Consultant shall be paid for services satisfactorily performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the services completed as determined as provided in this agreement.
- 2.4 Suspension of Services. MGNWC may, at any time, with or without cause, suspend all or any portion of services for a period of up to 90 days ("suspended services"). Consultant shall immediately stop the performance of the suspended services, until such time as MGNWC issues direction to Consultant to resume the suspended services. Consultant shall take such action as is reasonably necessary to protect the suspended services and take such additional action as directed by MGNWC.
- 2.5 Force Majeure. MGNWC shall not be responsible for delay in the performance of its obligations under this agreement caused by a force majeure event. To the extent that Contracted Services are delayed by a force majeure event, Consultant will be entitled to an equitable adjustment of the time for performance. For purposes of this agreement, a "force majeure event" is an occurrence or circumstance beyond the control of the claiming party and may include, but is not limited to extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances.
- 2.6 Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the Consultant by MGNWC Representative. Consultant shall regularly report to and will coordinate all work through MGNWC Representative or his designee.

- 2.7 Quality Control Plans. When required by the Exhibit A, Consultant shall execute a quality control plan acceptable to MGNWC that ensures the quality of its work products and activities. Prior to starting the performance of the services, Consultant shall submit its quality control plan for the services. Submission of the quality control plan to MGNWC will not replace in any way Consultant's responsibility for quality control or for its work products and activities. Notwithstanding any review by MGNWC, Consultant shall be responsible for the quality of the Services.
- 2.8 Warranty of Services. The Consultant warrants that the services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this agreement, or expressed or implied by law, which are hereby reserved unto the MGNWC.
- 2.9 Mutual Cooperation. The MGNWC agrees to cooperate with the Consultant in the performance of the services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the MGNWC may have that may be relevant and helpful to the Consultant's performance of the services. The Consultant agrees to cooperate with the MGNWC in the performance of the services and with any other Consultants engaged by the MGNWC.
- 2.10 Amendment. No amendment or modification to this agreement shall be effective unless and until such amendment or modification is approved in writing by the MGNWC Administrator and the Consultant.
- 2.11 No Additional Obligation. The Parties acknowledge and agree that the MGNWC is under no obligation under this agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

### **3 COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed nine thousand five hundred and fourteen dollars (\$9,514.00) in total without the prior express written authorization of the Village Manager of Niles and the Village Administrator of Morton Grove. Said amount includes reimbursable expenses.
- 3.2 Invoices and Payment. The Consultant shall submit invoices to the MGNWC in an approved format for those portions of the Services performed and completed by the Consultant. The MGNWC shall pay to the Consultant the amount billed for completed and approved work within 30 days after its receipt and approval of an invoice for same.

- 3.3 Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the MGNWC to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the MGNWC at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- 3.4 Claim For Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the MGNWC, the Consultant shall provide written notice to the MGNWC of such claim within 7 days after occurrence of such action, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the agreement amount shall be valid only upon written amendment of this agreement approved by the MGNWC Administrator. Regardless of the decision of the MGNWC relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the services required to complete the services under this agreement as determined by the MGNWC without interruption.
- 3.5 Taxes, Benefits and Royalties. The agreement amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

#### **4 PERSONNEL AND SUBCONTRACTORS**

- 4.1 Key Project Personnel. Key Project Personnel identified in Exhibit A shall be Ryan M Ladieu who shall be primarily responsible for carrying out the Services on behalf of the Consultant. The key project personnel shall not be changed without the MGNWC's prior written approval.
- 4.2 Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning, or after receiving notice of the resignation of, any key project personnel. The Consultant shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

- 4.3 Approval and Use of Subcontractors. The Consultant shall perform the services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the MGNWC in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the MGNWC. If any personnel or subcontractor fails to perform the services in a manner satisfactory to the MGNWC, the Consultant shall immediately upon notice from the MGNWC remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this agreement or for a delay or extension of the time of performance as a result of any such removal or replacement. The MGNWC's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the services as required by the agreement. All services performed under any subcontract shall be subject to all of the provisions of this agreement in the same manner as if performed by employees of the Consultant. For purposes of this agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this agreement.
- 4.4 MGNWC Authority. Notwithstanding any provision of this agreement, any negotiations or agreements with, or representations by the Consultant to any subcontractor, vendor or third party shall be subject to the approval of the MGNWC. The MGNWC shall not be liable to any subcontractor, vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the MGNWC, without the knowledge and approval of the MGNWC.
- 4.5 Lien Waiver. Consultant shall promptly pay for all services, labor, materials and equipment used or employed by Consultant in the performance of the services and shall maintain all materials, equipment, structures, buildings, premises and property of MGNWC free and clear of mechanic's or other liens. Consultant shall, if requested, provide MGNWC with reasonable evidence that all services, labor, materials and equipment have been paid in full.
- 4.6 Safety and Hazardous Materials.
- A. Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable law ("Hazardous Materials") at the project site or otherwise associated with the services. In such cases, Consultant shall take appropriate precautions to protect and shall be solely and continuously responsible for the health, safety and welfare associated with its employees, subcontractors, agents and those people under the supervision and control of the Consultant with the performance of the services.



- B. Consultant's employees, agents, subcontractors and all employees of Consultant's employees, agents, subcontractors who perform the services shall be experienced and properly trained to perform the services under such conditions and shall take adequate precautions to protect human health and the environment in the performance of the services.
- C. In the event that Consultant observes a potentially hazardous condition relating to the services, Consultant shall bring such condition to the attention of MGNWC.

## **5 RELATIONSHIP OF THE PARTIES**

- 5.1 Independent Contractor. The Consultant shall act as an independent contractor in providing and performing the services. Nothing in, nor done pursuant to, this Agreement shall be construed:
  - A. To create the relationship of principal and agent, employer and employee, partners, or joint venturers between the MGNWC and Consultant; or
  - B. To create any relationship between the MGNWC and any subcontractor of the Consultant.
- 5.2 Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge:
  - A. No employee or agent of the MGNWC is interested in the business of the Consultant or this agreement;
  - B. Neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this agreement; and
  - C. Neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this agreement.
- 5.3 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of federal, state or local government as a result of:
  - A. A delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or

- B. A violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et. seq.
- C. The Consultant represents that the only persons, firms, or corporations interested in this agreement as principals are those disclosed to the MGNWC prior to the execution of this agreement, and that this agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the MGNWC for all loss or damage that the MGNWC may suffer, and this agreement shall, at the MGNWC's option, be null and void.

5.4 No Personal Liability. No elected or appointed official or employee of the MGNWC shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this agreement.

## **6 INSURANCE AND INDEMNIFICATION**

6.1 Insurance. Contemporaneous with the Consultant's execution of this agreement, the Consultant shall provide certificates and policies of insurance, all with coverage and limits acceptable to the MGNWC, and evidencing at least the minimum insurance coverage and limits as set forth in Exhibit B to this agreement. For good cause shown, the MGNWC Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the MGNWC Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the MGNWC and from companies with a general rating of A-, and a financial size category of Class X or better, in Best's Insurance expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the MGNWC. The Consultant further agrees that to the extent that money is due the Consultant by virtue of this contract as shall be considered necessary in the judgment of the MGNWC, may be retained by the MGNWC to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the MGNWC. Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the MGNWC. The Consultant shall at all times during the term of this agreement, maintain and keep the insurance coverage provided above in force, at the Consultant's expense.

6.2 Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the MGNWC or the Consultant, indemnify, save harmless, and defend the MGNWC, and its respective officials, employees, agents, volunteers and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative

## **7 USE AND DISCLOSURE OF INFORMATION**

7.1 Confidential Information. The term “confidential Information” shall mean information in the possession or under the control of the MGNWC relating to the technical, business or corporate affairs of the MGNWC; property of the MGNWC; user information, including, without limitation, any information pertaining to usage of the MGNWC’s computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this agreement. MGNWC confidential information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the MGNWC prior to the time the MGNWC disclosed said information to the Consultant under this agreement (“time of disclosure”); (ii) to have been in the public domain prior to the time of disclosure; or (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this agreement on the part of the Consultant.

7.2 No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the services for the MGNWC under this agreement, have access to or be directly or indirectly exposed to confidential information. To the extent allowed by law, the Consultant shall hold confidential all confidential information and shall not disclose or use such Confidential Information without express prior written consent of the MGNWC. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to confidential information.

- 7.3 Illinois Freedom of Information Act (FOIA). FOIA applies to public records in the possession of a party with whom the MGNWC has contracted. The MGNWC will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Consultant will comply with all requests made by the MGNWC for public records (as that term is defined by Section 2(c) of FOIA) in the Consultant's possession and will provide the requested public records to the MGNWC within two (2) business days of the request being made by the MGNWC. The undersigned agrees to indemnify and hold harmless the MGNWC from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the MGNWC under this agreement.
- 7.4 GIS Data. The MGNWC has developed digital map information through Geographic Information Systems Technology ("GIS data") concerning the real property located within the MGNWC. If necessary to the performance of the services and if requested to do so by the Consultant, the MGNWC may supply the Consultant with access to the GIS data. In such case the Consultant agrees as follows:
- A. Limited Access to and use of GIS data. The GIS data provided by a MGNWC shall be limited to the scope of the work that the Consultant is to provide for the MGNWC, and the Consultant shall limit its use of the GIS data to its intended purpose of furtherance of the work;
  - B. Trade Secrets of the MGNWC. The GIS data constitutes proprietary materials and trade secrets of the MGNWC and, shall remain the property of the MGNWC;
  - C. Consent of the MGNWC Required. The Consultant will not provide or make available GIS data in any form to anyone without the prior written consent of the MGNWC Administrator;
  - D. Supply to MGNWC. At the request of the MGNWC, the Consultant shall supply the MGNWC with any and all information that may have been developed by the Consultant based on the GIS data;
  - E. No Guarantee of Accuracy. The MGNWC make no guarantee as to the accuracy, completeness, or suitability of the GIS data in regard to the Consultant's intended use thereof; and

F. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of or terminated by the MGNWC, the Consultant shall cease its use of the GIS data for any purpose whatsoever; and, upon request, an authorized representative of the MGNWC shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS data has been discontinued.

7.5 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the services to be performed under this agreement ("documents") shall be and remain the exclusive property of the MGNWC. At the MGNWC's request, or upon termination of this Agreement, the Consultant shall cause the documents to be promptly delivered to the MGNWC.

7.6 News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the MGNWC Administrator.

## **8 COMPLIANCE WITH LAWS AND GRANTS**

8.1 General Compliance. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors' performance of, or failure to perform, the services or any part thereof. Every provision required by law to be inserted into this agreement shall be deemed to be inserted herein.

8.2 Grant Compliance. Consultant shall also comply with all conditions of any federal, state, or local grant received by the MGNWC or consultant with respect to this agreement or the services.

- 8.3 Sexual Harassment Policy. The Consultant represents and warrants that it has and follows a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- 8.4 Patriot Act Compliance. The Consultant represents and warrants that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the MGNWC, its respective corporate authorities, and elected or appointed officials, officers, employees, agents, representatives, engineers, volunteers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- 8.5 Equal Employment Opportunity Compliance. During the performance of this agreement, Consultant as follows:
- A. That it will not discriminate against any employee or applicant for employment on the basis of race, age, marital status, color, religion, sex, sexual orientation, physical or mental handicap unrelated to ability, national origin or ancestry or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minorities or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.
  - B. That, if it hires additional employees in order to perform the services or any portion hereof, it shall determine the availability (in accordance with the MGNWC's rules) of minorities and women in the area(s) from which they may reasonably recruit, and it will hire for each applicable job classification for which employees are hired in such manner that minorities and women are not underutilized.
  - C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination based on race, color, religion, sex, sexual orientation, national origin or ancestry, marital status, age physical or mental handicap unrelated to ability or an unfavorable discharge from the military.

- D. That it shall submit reports as required by the MGNWC's rules and furnish all relevant information as may from time to time be requested by the MGNWC or the MGNWC, and in all respects comply with the Illinois Human Rights Act and the MGNWC's Rules.
- E. That it shall permit access to all relevant books, records, accounts and work sites by personnel of the MGNWC and the MGNWC for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the MGNWC's rules.
- F. That it shall include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the MGNWC or the MGNWC in the event any subcontractor fails or refuses to comply therewith. In addition, no Consultant shall utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- G. If the Consultant has not complied with all provisions of the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights "MGNWC", the Consultant may be declared ineligible for future contracts or subcontracts with the MGNWC and this agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

## **9 DEFAULT AND DISPUTE RESOLUTION**

- 9.1 Default. If it should appear at any time that the consultant has failed, refused or delayed to perform, the services any other requirement of this agreement with diligence at a rate that assures completion of the services and full compliance of this agreement, ("event of default"), and fails to cure any such event of default within ten business days after the Consultant's receipt of written notice of such event of default from the MGNWC, then the MGNWC shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
  - A. Cure by Consultant. The MGNWC may require the Consultant, within a reasonable time, to complete or correct all or any part of the services that are the subject of the event of default; and to take any or all other action necessary to bring the Consultant and the services into compliance with this agreement.

- B. Termination of Agreement by MGNWC. The MGNWC may terminate this agreement without liability for further payment of amounts due or to become due under this agreement.
  - C. Withholding of Payment by MGNWC. The MGNWC may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the MGNWC as the result of any event of default by the Consultant or as a result of actions taken by the MGNWC in response to any event of default by the Consultant.
- 9.2 Dispute Resolution. Any dispute related to this Agreement shall, upon request by either party, be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. In the event that the panel is unable to reach a mutual resolution of the dispute, or has failed to convene within two weeks of the request of either party, either party may refer the matter to a court of appropriate jurisdiction. All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute.
- 9.3 During the dispute resolution period, or if litigation ensues, pending any final judicial decision or settlement, Consultant shall proceed diligently with the services.

## **10 GENERAL PROVISIONS**

### **10.1 Notice.**

- A. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally to an authorized representative of the party; (ii) by certified mail addressed to the contact person listed in Section 1 of this agreement, return receipt requested, and deposited in the U.S. Mail, postage prepaid; (iii) by facsimile to a number provided by the contact person listed in Section 1 of this agreement, and deposited in the U.S. Mail, postage prepaid the recipient; or (iv) by electronic internet mail ("e-mail") addressed to the contact person listed in Section 1 of this agreement, and deposited in the U.S. Mail, postage prepaid.
- B. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of actual receipt or three business days following deposit in the U.S. mail.



- C. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the MGNWC shall be addressed to the party listed in Section 1 of this agreement.
- 10.2 Assignment. This Agreement may not be assigned by the MGNWC or by the Consultant without the prior written consent of the other party.
- 10.3 Third Party Beneficiary. No claim as a third party beneficiary under this agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the MGNWC.
- 10.4 Provisions Severable. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.5 Time. Time is of the essence in the performance of this Agreement.
- 10.6 Governing Laws. This agreement shall be interpreted according to the laws of the State of Illinois.
- 10.7 Binding Effect. The terms of this agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- 10.8 Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between either of the MGNWC and the CONSULTANT with respect to the Proposal and the Services.
- 10.9 Waiver. No waiver of any provision of this agreement shall be deemed to or constitute a waiver of any other provision of this agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- 10.10 Remedies. No remedies or rights conferred upon MGNWC by this agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
- 10.11 Survival of Terms. Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this agreement.

- 10.12 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 10.13 Exhibit. Exhibits A (Consultant's proposal dated January 8, 2016) and B (insurance requirements) are attached hereto, and by this reference incorporated in and made a part of this agreement. In the event of a conflict between the Exhibit and the text of this agreement, the text of this agreement shall control.
- 10.14 Rights Cumulative. Unless expressly provided to the contrary in this agreement, each and every one of the rights, remedies, and benefits provided by this agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- 10.15 Counterpart Execution. This agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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MORTON GROVE-NILES WATER COMMISSION  
By: Steven Vinezeano, Chair

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True North Consultants, Inc.,  
By: Ryan M Ladieu, its President

**Exhibit A**  
**PROPOSAL OF TRUE NORTH CONSULTANTS, INC DATED APRIL 24, 2018**  
**TO CONDUCT BASELINE TESTING ON THE MWRD EASEMENT PROPERTY AND PREPARE A**  
**BASELINE REPORT FOR THE PURPOSES OF SATISFYING THE REQUIREMENTS OF THE MGNWC-**  
**MWRD EASEMENT AGREEMENT**



# QUOTATION

1000 East Warrenville Road  
 Naperville, Illinois 60563  
 Phone: 630-717-2880  
 Fax: 630-689-5881  
[rladieu@consulttruenorth.com](mailto:rladieu@consulttruenorth.com)

DATE:	4/24/2018
Proposal #	T18-225
Customer ID	MGNW
Valid Until:	6/8/2018

**CLIENT**  
 William Balling  
 Morton Grove-Niles Water Commission  
 1000 Civic Center Drive  
 Niles, Illinois 60714  
 847-398-8399  
[bill@wrblc.com](mailto:bill@wrblc.com)

**PROJECT**  
 Soil Management Consulting & Baseline Testing  
 MWRD Easement Area  
 2525 Church Street & West Side Park Area  
 Evanston, Illinois 60201

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
PIP Evaluation	1	LS	\$500.00	\$ 500.00
Soil Sampling Labor (4 hr min)(est.)	8	HR	\$90.00	\$ 720.00
Soil Sampling Equipment, Materials and Vehicle	1	LS	\$300.00	\$ 300.00
Environmental Drilling Contractor	1	LS	\$2,705.00	\$ 2,705.00
CCDD Soil Analytical				
pH	7	EA	\$ 15.00	\$ 105.00
BETX	4	EA	\$ 150.00	\$ 600.00
PNAs	7	EA	\$ 125.00	\$ 875.00
RCRA Metals	7	EA	\$ 85.00	\$ 595.00
TCLP Extraction (if necessary)(estimated)	7	EA	\$ 65.00	\$ 455.00
TCLP One Metal (if necessary)(estimated)	7	EA	\$ 12.00	\$ 84.00
LPC #663 Certification	1	LS	\$ 750.00	\$ 750.00
Project Management & Administration	1	HR	\$ 125.00	\$ 125.00
Baseline Report Preparation	1	REPORT	\$ 1,700.00	\$ 1,700.00
Waste Characterization Disposal Analytical (if necessary)	TBD	EA	\$ 1,200.00	TBD
Waste Profile Preparation (if necessary)	TBD	HR	\$ 125.00	TBD
4 Day RUSH Analysis Surcharge	25	%		
3 Day RUSH Analysis Surcharge	50	%		
2 Day RUSH Analysis Surcharge	75	%		
Subtotal				\$ 9,514.00

Comments: True North has assumed the collection of up to seven (7) soil samples from select watermain excavation locations within the project area, to a maximum of 12' below ground surface. True North has assumed subcontracting a non-union, prevailing wage environmental drilling contractor to complete the proposed soil borings. The selected analytical parameters are based on True North's preliminary evaluation of limited historical records and environmental database information. The proposed analytical meets requirements at most CCDD facilities. True North has assumed a standard turn-around-time of five to seven days (does not include day of sampling). The laboratory analysis can be expedited if necessary for a surcharge, as identified. True North has also included unit rates for waste characterization services in the event non-CCDD soils are encountered. This estimate does not include delineation sampling activities. True North shall prepare a Baseline Report for the purposes of satisfying the MWRD Easement Agreement. The report shall incorporate all sampling data and field documentation necessary to document the existing easement conditions prior to MGNWC watermain installation.

**TERMS AND CONDITIONS**

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

**x** \_\_\_\_\_  
 Print Name:

Other	\$ -
<b>TOTAL Due</b>	<b>\$ 9,514.00</b>

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 224.387.6063  
 Ryan M. LaDieu, P.E.

*Thank You For Your Business!*

# SCHEDULE OF TERMS & CONDITIONS

## 1.0 PROPOSAL ACCEPTANCE

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

## 2.0 WARRANTY

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

## 3.0 SUBCONTRACTED AND OTHER SERVICES

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

## 4.0 SITE ACCESS AND SITE CONDITIONS

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

## 5.0 BILLING AND PAYMENT

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

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

## 6.0 DOCUMENTS AND ELECTRONIC FILES

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

## 7.0 INSURANCE

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

## 8.0 ALLOCATION OF RISK

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

# SCHEDULE OF TERMS & CONDITIONS

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

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

## 9.0 CHANGES

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

## 10.0 NOTIFICATION OF HAZARDS

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

## 11.0 BIOLOGICAL POLLUTANTS

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

## 12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

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

## 13.0 RCRA COMPLIANCE

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

## 14.0 DELAYS

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

## 15.0 DISPUTE RESOLUTIONS

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

## 16.0 MISCELLANEOUS

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

## END OF TERMS AND CONDITIONS

REVISED: January 19, 2015

## EXHIBIT B

### INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All CONSULTANT employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering CONSULTANT against all sums that CONSULTANT may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. MGNWC as Additional Insured. The MGNWC shall be named as an Additional Insured on all policies except for: Worker's Compensation and Professional Liability. Each such additional Insured endorsement shall identify the MGNWC as follows: Morton Grove-Niles Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, CONSULTANTs, and representatives

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 attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. 18-47**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS, INC. TO PREPARE A BASELINE STUDY REQUIRED BY THE MWRD FOR THE MGNWC EASEMENT PREMISES LOCATED IN SKOKIE AND EVANSTON, ILLINOIS**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 27th day of April 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 27th day of April 2018.

\_\_\_\_\_  
John Pietron, Clerk