

**MEETING NOTICE AND AGENDA
FOR THE SPECIAL MEETING OF MORTON GROVE-NILES WATER COMMISSION (MGNWC)
TO BE HELD ON THURSDAY, OCTOBER 4, 2018 AT 3:00 PM
AT THE NILES VILLAGE HALL ADMINISTRATIVE BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Introduction of Mark Fowler, Cook County Appointee to MGNWC
- V. Approval of Minutes of August 23, 2018 Regular Meeting
- VI. Approval of Warrants: 2018-09: \$ 7,223,881.53
- VII. New Business
 - a. **Resolution No. 18-54**
Authorizing the Approval of Supplemental Agreement No. 5 to the Professional Services Agreement Between the Morton Grove-Niles Water Commission and Stanley Consultants, Inc. for Engineering Services for the Design of Water Transmission Mains and Facility Improvements
 - b. **Resolution No. 18-55**
Authorizing the Approval of a Professional Services Agreement Between the Morton Grove-Niles Water Commission and Stanley Consultants, Inc. for a Water Rate Study
- VIII. Superintendent's Report
 - a. Summary Presentation of Operating Plan
- IX. Public Comment
- X. Adjournment

DRAFT - 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, AUGUST 23, 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 of July 26, 2018

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Regular Meeting of July 26, 2018 as amended.
- V. APPROVAL OF WARRANTS - Warrants 2018-8 (\$10,122,481.21).

Kelly Zabinski informed that the warrant needed to be amended from \$10,145,802.18 to \$10,122,481.21. The Bolder Contract #3 was reduced from \$2,521,723.55 to \$2,498,402.58.

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Warrant 2018-8.
- VI. NEW BUSINESS -
 - a. Resolution 18-53 Authorizing the Designation of MB Financial Bank as the Depository of Certain Funds of the Morton Grove-Niles Water Commission, Cook County, Illinois and Authorizing Certain Officials as Appropriate Signatories.

Commissioner Pietron called for motion and Commissioner Vinezeano seconded it. Pietron voted Aye and Vinezeano voted Aye to approve Resolution 18-53.
- VII. OLD BUSINESS - NONE
- VIII. SUPERINTENDENT'S REPORT - Bill Balling provided a brief construction update. Kelly Zabinski provided an update on finances of Commission.
- IX. OTHER BUSINESS - NONE
- X. PUBLIC COMMENT - NONE
- XI. ADJOURNMENT - Commissioners approved unanimously 2-0 to adjourn at 3:10 p.m.

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

WARRANT 2018-09

October 4, 2018

1. Albrecht Enterprises, Inc	\$ 41,030.60
2. Berger Excavating Contractors, Inc.	\$ 1,851,209.47
3. Bolder Contractors	\$ 926,335.37
4. Del Galdo Law Group	\$ 437.50
5. DiMeo Bros., Inc.	\$ 2,327,047.43
6. DN Tanks, Inc.	\$ 876,070.31
7. Jos. J. Henderson & Son, Inc.	\$ 217,734.53
8. Stanley Consultants, Inc.	
a. Design Services	\$ 78,672.48
b. Construction Observation	\$ 479,297.44
9. TPB Professional Consulting	\$ 562.50
10. Village of Niles	\$ 121,719.00
11. WRB, LLC	\$ 28,386.40
12. Zabinski Consulting Services	\$ 1,478.75
13. EASEMENT PAYMENTS Due 12/31/2018	
a. GS Realty Partners 7500 Caldwell	\$ 47,000.00
b. JGA Howard Caldwell 7540 Caldwell	\$ 61,000.00
c. Howard Industrial Center LLC 6240	\$ 107,000.00
d. 7901 Caldwell LLC 7901 Caldwell	\$ 56,400.00

TOTAL WARRANT 2018-09 \$ 7,221,381.53

Approved for disbursement _____

Date _____



1684 E. Oakton St.
 Des Plaines, IL 60018
 847.827.2444 Phone
 847.827.3399 Fax

INVOICE

DATE	INVOICE NO.
8/28/2018	4733

BILL TO

Morton Grove-Niles Water Commission
 c/o Village of Niles
 1000 Civic Center Drive
 Niles, IL 60714

PROJECT
18-121C - 6201 Monroe Ct, MG

DESCRIPTION
Morton Grove

EST NO.	TERMS	DUE DATE	JOB NO.	BILLING PERIOD
	Net 30	9/27/2018	18-121C	Thru 08/30/18

DESCRIPTION	QTY	U/M	RATE	AMOUNT
6201 Monroe Court Morton Grove				
CONTRACT 11 * Load, transport and dispose of contaminated non-hazardous waste from Morton Grove location	631.24	cy	65.00	41,030.60
TOTAL				\$41,030.60

STATE OF ILLINOIS
COUNTY OF LAKE

ss

WAIVER OF LIEN TO DATE

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Morton Grove/Niles Water Commission
to furnish Excavation & Site Utilities
for the premises known as Mortin Grove /Niles Water Commission
of which Morton Grove / Niles Water Commission is the owner
The undersigned, for and in consideration of One million eight hundred fifty one two hundred and nine dollard & 49/100.
(\$ 1,851,209.49 Dollars, and other good and valuable consideration, the receipt whereof is hereby
acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the
State of Illinois, relating to mechanic' liens, with respect to and on said above described premises and the improvements
thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations
due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished
to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE August 31, 208

COMPANY NAME Berger Excavating Contractors, Inc.

ADDRESS 1205 Garland Rd. Wauconda, IL 60084

SIGNATURE AND TITLE *[Signature]* president

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

STATE OF ILLINOIS
COUNTY OF LAKE

ss

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, JULIE CHAMBERLIN BEING DULY SWORN,
DEPOSES AND SAYS THAT SHE IS President OF
Berger Excavating Contractors, Inc. WHO IS THE CONTRACTOR FURNISHING
Excavation & Site Utilities WORK ON THE BUILDING LOCATED
AT Morton Grove / Niles Water Commission OWNED BY
Morton Grove/ Niles Water Commission

That the total amount of the contract including extras* is \$15,307,217.75 on which he or she
has received payment of \$ 3,567,307.71 prior to this payment. That all waivers are true,
correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the
validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for
said work and all parties have contracts or sub contracts for specific portions of said work or for material entering into
the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor
and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
BERGER EXCAVATING	Excavation	13,836,055.00	3,462,759.21	730,263.98	9,643,031.81
Central Boring	Boring	420,015.00	104,548.50	0.00	315,466.50
KD Staples & Son	Landscaping	266,366.00	0.00	0.00	266,366.00
Arrow Road	Asphalt	784,781.75	0.00	36,666.90	748,114.85
Kreative Scapes	Concrete	954,380.00	0.00	0.00	954,380.00
Mid American	Materials	3,800,000.00	0.00	1,082,820.61	2,717,179.39
Traffic Control & Protection	Traffic Control	91,669.25	38,249.64	1,458.00	51,961.61
					0.00
All material taken from fully paid stock and delivered to the jobsite in company owned vehicles.					
No outside rental equipment used.					
All labor and fringes fully paid.					
Total Labor and Material to Complete		15,307,217.75	3,567,307.71	1,851,209.49	9,888,700.55

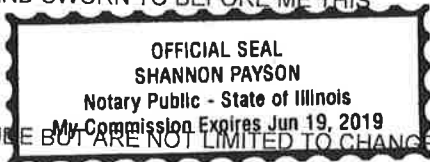
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE August 31, 208

SIGNATURE *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

31 DAY OF August 31, 208



[Signature]
NOTARY PUBLIC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

WAIVER OF LIEN - PARTIAL (LIMITED TO AMOUNT OF PAYMENT)

STATE OF Illinois

SS.

Lake County

August 20th, 2018

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned _____ Mid American Water of Wauconda, Inc.
 have been employed by **Berger Excavating Contractors, Inc.**
 to furnish Water and Sewer Related Material
 For the building known as Number _____ Street,
 City of **Morton Grove** Situated on Lot _____
PROJECT: Morton Grove/Niles Water Commission
OWNER: Morton Grove/Niles Water Commission
 In Section _____, Township _____, Range _____,
 County of **Cook**, State of Illinois

Now, Therefore, Know Ye, That we the undersigned, for and in consideration
 of the sum of **\$1,082,820.61** dollars paid simultaneously herewith, the receipt
 whereof is hereby acknowledged by the undersigned does hereby waive and release to the
 extent only of the aforesaid amount, lien rights to or claim of lien with respect to and on said
 above described premise, and the improvements thereon, and on the monies or other
 considerations due or to become due from owner, by virtue of said contract, on account of
 labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to
 or for the above-described premises, but only to the extent of the payment aforesaid.

Given Under *my* hand - and - seal this 20th
 day of August 2018

Mid American Water of Wauconda, Inc. Seal

Deek Olson SIGNATURE Seal

BOLDER CONTRACTORS

INVOICE

316 Cary Point Drive

Cary, IL 60013

(847) 236-0785

Fax: (847) 236-0786

SOLD TO:

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

JOB:

MGNWC Transmission Main Contract 3

"INVOICE NUMBER		5
"INVOICE DATE	8/22/18	
"OUR JOB NUMBER		
"YOUR ORDER NUMBER		
"TERMS		
"SALES REP		
"SHIPPED VIA		
"F.O.B.		
"PREPAID or COLLECT		

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Contract work completed- see attached	\$7,300,806.81	\$7,300,806.81
		SUBTOTAL	\$7,300,806.81
		Retnetion 5% of 50%	312,486.29
		PREVIOUSLYPAID	6,061,985.15
			\$926,335.37
			PAY THIS AMOUNT

MAKE ALL CHECKS PAYABLE TO:
 BOLDER CONTRACTORS
 316 Cary Point Drive
 Cary, IL 60013

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF McHENRY

GTY # _____

LOAN # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Morton Grove Niles Water Commission to furnish Labor, Equipment and Material for the premises known as the Transmission Main Contract 3 of which the Morton Grove Niles Water Commission is the owner.

THE undersigned, for and in consideration of Nine hundred twenty six thousand three hundred thirty five dollars and 37/100 \$926,335.37 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 22nd day of Aug 2018

Signature and Seal:


Robert Gwasda, President Bolder Contractors, Inc

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF McHenry
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Robert Gwasda - President of the corporation BOLDER CONTRACTORS, INC. who is the contractor for the Fairway Watermain Imp work in Orland Park, state of Illinois owned by the Village of Orland Park That the total amount of the contract including extras is \$12,499,451.90 on which he has received payments \$6,061,985.15 of prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Core and Main	fittings, valves, pipe	\$600,000.00	\$499,979.85	\$0.00	\$100,020.15
Hanson Material Service	aggregates	\$100,000.00	\$60,652.01	\$0.00	\$39,347.99
Arrow Road	asphalt	\$650,000.00	\$76,658.39	\$0.00	\$573,341.61
Chadwick	concrete	\$950,000.00	\$0.00	\$0.00	\$950,000.00
EJ	frames	\$32,790.00	\$32,790.00	\$0.00	\$0.00
Mcwayne	ductile iron pipe	\$800,000.00	\$745,235.93	\$0.00	\$54,764.07
Welch Brothers	precast concrete	\$200,000.00	\$68,085.25	\$0.00	\$131,914.75
Lafarge	aggregates	\$200,000.00	\$130,894.82	\$0.00	\$69,105.18
Bullseye	augering	\$67,745.00	\$67,745.00	\$0.00	\$0.00
RJ Underground	directional boring	\$236,980.50	\$236,980.50	\$0.00	\$0.00
A and A Cartage	trucking	\$300,000.00	\$274,918.86	\$0.00	\$25,081.14
Arntzen	steel casing	\$23,652.00	\$23,652.00	\$0.00	\$0.00
R and R materials	aggregates	\$60,000.00	\$24,641.05	\$0.00	\$35,358.95
J and A cartage	trucking	\$150,000.00	\$103,497.34	\$0.00	\$46,502.66
BOLDER CONTRACTORS, INC	Labor/Equipment	\$8,128,284.40	\$2,345,731.00	\$926,335.37	\$4,856,218.03
TOTAL LABOR AND MATERIAL TO COMPLETE		\$12,499,451.90	\$6,061,985.15	\$926,335.37	\$6,881,654.53

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material labor or other work of any kind done upon or in connection with said work other than that above stated.

Signed this 22nd day of Aug 2018

Signature: _____


Robert Gwasda, President Bolder Contractors, Inc



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
708-222-7000
Tax ID: 26-0205380-60402

06-30-2018

Ms. Terry Liston
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053

Invoice Number: 21123
Invoice Period: 06-01-2018 - 06-30-2018

Payment Terms: Net 30

RE: Procurement Issues

Time Details

Date	Professional	Task	Hours	Rate	Amount
06-27-2018	MGM	None	2.25	175.00	393.75
Research regarding the Morton Grove-Niles Water Commission advertising requirements for the changing of project location.					
06-29-2018	MGM	None	0.25	175.00	43.75
Research on late bid issue.					
Total Fees					437.50
Total for this Invoice					437.50
Total Balance Due for Matter					437.50

Ms. Terry Liston
 Village of Morton Grove
 Village of Morton Grove
 6101 Capulina Avenue
 Morton Grove, IL 60053

06-30-2018

Del Galdo Law Group, LLC
 1441 S. Harlem Avenue
 Berwyn, IL 60402

Invoice Number: 21123
 Invoice Period: 06-01-2018 - 06-30-2018

REMITTANCE COPY
 Please Include with Payment

RE: Procurement Issues

Fees	437.50
Total for this Invoice	437.50
Total Balance Due for Matter	437.50

Matter	Invoices / Credits	Trust	Balance Due
Procurement Issues	437.50		437.50
	Total Balance Due for Matter		437.50

Open Invoices and Credits

Date	Transaction	Matter	Amount	Applied	Balance
06-30-2018	Invoice 21123	Procurement Issues	437.50		437.50
			Total Balance Due for Matter		437.50

STATE OF ILLINOIS

WAIVER OF LIEN TO DATE

Gty #

) SS

Escrow #

COUNTY OF COOK Cook

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by MGNWC

to furnish site utilities

for the premises known as MGNWC Contract 2 West 30 Inch Transmission Main

of which MGNWC is the owner

The undersigned for and in consideration of two million three hundred twenty seven thousand forty seven dollars and forty three cents

\$2,327,047.43 Dollars and other good and valuable consideration the receipt whereof is hereby acknowledged do(es)

hereby waive and release any and all lien or claim of or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS

Date: September 6, 2018

Company Name DiMeo Bros., Inc.
Address 720 Richard Lane Elk Grove, IL 60007

Signature and Title John DiMeo (Secretary/Treasurer)

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

STATE OF ILLINOIS

CONTRACTOR'S AFFIDAVIT

) SS

COUNTY OF COOK

TO WHOM IT MAY CONCERN

The undersigned, being duly sworn, deposes and says that he is (Name) John DiMeo

(Position) Secretary/Treasurer of the (Company Name) DiMeo Bros., Inc.

who is the contractor furnishing site utilities work on the

building located at MGNWC Contract 2 West 30 Inch Transmission Main

owned by MGNWC

That the total amount of the contract including extras is \$14,069,630.00 on which he has received payment of

\$7,058,533.67 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and

that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished material or labor or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction hereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications

NAMES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
DiMeo Bros Inc	Site Utilities	\$8,202,197.95	\$5,423,780.02	\$1,657,074.43	\$1,121,343.50
Alliance Contractors, Inc	Sub	\$1,740,946.15	\$78,168.08	\$0.00	\$1,662,778.07
Arrow Road	Sub	\$362,217.20	\$0.00	\$0.00	\$362,217.20
Bull's-Eye Boring, Inc.	Sub	\$577,270.00	\$90,500.00	\$208,080.00	\$278,690.00
Concrete Specialties	Material	\$121,000.00	\$40,840.00	\$42,633.00	\$37,527.00
Maintenance Coatings Co.	Sub	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Mid American Water	Material	\$2,380,000.00	\$1,316,888.00	\$399,569.00	\$663,543.00
Midwest Brick Paving	Sub	\$74,337.50	\$51,441.08	\$0.00	\$22,896.42
Neenah Foundry Co.	Material	\$28,000.00	\$12,763.00	\$13,546.00	\$1,691.00
Perez Landscaping	Sub	\$500,000.00	\$24,460.00	\$6,145.00	\$469,395.00
Traffic Control and Protection	Sub	\$73,661.20	\$19,693.49	\$0.00	\$53,967.71
All labor has been fully paid in accordance with prevailing wage laws					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$14,069,630.00	\$7,058,533.67	\$2,327,047.43	\$4,684,048.90

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated

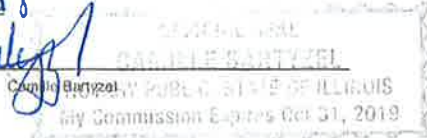
Date: September 6, 2018

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF September 2018

[Signature]
(NOTARY PUBLIC)



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT
f 1722 R5/96

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS }
 COUNTY OF Lake }

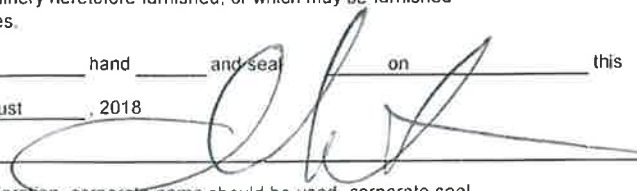
Gty # _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Dimeo Brothers, Inc.
 to furnish augering/boring
 for the premises known as Contract 2- West Segment MGNWC Water Transport, Cook County, IL
 of which Morton Grove Niles Water Commission is the owner

The undersigned, for and in consideration of Thirty Five Thousand Nine Hundred Twenty 00/100
 (\$ 35,920.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to
 mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
 fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
 owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished
 at any time hereafter, by the undersigned for the above-described premises.

Given under _____ my _____ hand _____ and seal _____ on _____ this
28th _____ day of August, 2018
 Signature and Seal: 

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal
 affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used,
 partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
 COUNTY OF Lake }

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Manuel Ballestero, Vice President
 of the Bull's-Eye Boring, Inc.

who is the contractor for the augering/boring work on the
 building located at Contract 2- West Segment MGNWC Water Transport, Cook County, IL
 owned by Morton Grove Niles Water Commission

That the total amount of the contract including extras is \$ 577,270.00 on which he has received payment of
 \$ 262,660.00 prior to this payment. That all wa


there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who
 have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said
 work or for material entering into the construction thereof and the amount due or to become due to each, and that the items
 mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Materials from fully paid stock delivered in our trucks	augering/boring	577,270.00	262,660.00	35,920.00	278,690.00
TOTAL LABOR AND MATERIALS TO COMPLETE		577,270.00	262,660.00	35,920.00	278,690.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
 material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28th _____ day of August, 2018
 Signature: 

Subscribed and sworn to before me this 28th _____ day of August, 2018




Material PARTIAL WAIVER OF LIEN TO-DATE

STATE OF Illinois
County of Will ss.

Gty #
Loan #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Di Meo Bros., Inc. to furnish
concrete structures for the premises known as:
MGNWC Contract 2 West 30 Inch Transmission Main of which
MGNWC is the owner.

THE undersigned, for and in consideration of Forty-Two Thousand Six Hundred Thirty-Three and 00/100
(\$ 42,633.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statues of the state of Illinois, relating to mechanics' liens, with
respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of
labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises,
INCLUDING EXTRAS.*

Company Name: Concrete Specialties
Address: 780 S. Material Rd.
Romeoville, IL

Given under my hand and seal this 30TH day of June 2018

Signature and Seal: 
Typed Name: James M. Nondorf
Typed Title: President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

WAIVER OF LIEN - PARTIAL (LIMITED TO AMOUNT OF PAYMENT)

STATE OF Illinois

SS.

Lake County

August 23rd , 2018

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned Mid American Water of Wauconda, Inc.
have been employed by DiMeo Bros., Inc.
to furnish Water and Sewer Related Material
For the building known as Number Street,
City of Situated on Lot
PROJECT: MGNWC Contract 2 West 30 Inch Transmission Main
OWNER: MGNWC
In Section , Township , Range
County of , State of Illinois

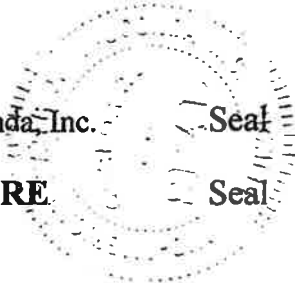
Now, Therefore, Know Ye, That we the undersigned, for and in consideration
of the sum of \$109,000.00 dollars paid simultaneously herewith, the receipt
whereof is hereby acknowledged by the undersigned does hereby waive and release to the
extent only of the aforesaid amount, lien rights to or claim of lien with respect to and on said
above described premise, and the improvements thereon, and on the monies or other
considerations due or to become due from owner, by virtue of said contract, on account of
labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to
or for the above-described premises, but only to the extent of the payment aforesaid.

Given Under my hand - and - seal this 23rd
day of August 2018

Mid American Water of Wauconda, Inc. Seal

Devin Quinn

SIGNATURE Seal



WAIVER OF LIEN - PARTIAL (LIMITED TO AMOUNT OF PAYMENT)

STATE OF Illinois

SS.

Lake County

August 28th, 2018

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned Mid American Water of Wauconda, Inc.
 have been employed by **DiMeo Bros., Inc.**
 to furnish Water and Sewer Related Material
 For the building known as Number _____ Street,
 City of _____ Situated on Lot _____
PROJECT: MGNWC Contract 2 West 30 Inch Transmission Main
OWNER: MGNWC
 In Section _____, Township _____, Range _____
 County of _____, State of Illinois

Now, Therefore, Know Ye, That we the undersigned, for and in consideration
 of the sum of **\$290,569.00** dollars paid simultaneously herewith, the receipt
 whereof is hereby acknowledged by the undersigned does hereby waive and release to the
 extent only of the aforesaid amount, lien rights to or claim of lien with respect to and on said
 above described premise, and the improvements thereon, and on the monies or other
 considerations due or to become due from owner, by virtue of said contract, on account of
 labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to
 or for the above-described premises, but only to the extent of the payment aforesaid.

Given Under *my* hand - and - seal this 28th
 day of August 2018

Mid American Water of Wauconda. Inc. Seal

Deak J. [Signature]

SIGNATURE Seal

WAIVER OF LIEN

State of Illinois
County of COOK
To All Whom It May Concern:

PARTIAL

Whereas, we the undersigned, Neenah Foundry Company, have been employed BY: DIMEO BROTHERS INC., to furnish castings for: MGNWC CONTRACT 2 WEST 30 INCH TRANSMISSION MAIN, OWNER: MGNWC, County of COOK State of Illinois.


Now, therefore, know ye, that NEENAH FOUNDRY COMPANY, The undersigned, for and in consideration of the sum of THIRTEEN THOUSAND FIVE HUNDRED FORTY SIX DOLLARS & 00/100 (\$13,546.00) And other good and valuable Considerations, do hereby waive and release (ALL) lien, or claim or right to lien on said above described building and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both furnished by the undersigned to or on account of the for said (DIMEO BROTHERS INC.) building or premises through 08-28-18 Given under our hand and seal this 28TH of AUGUST 2018.

Additionally, the undersigned hereby waives and releases (all) of the undersigned's rights and claims under the Illinois public construction bond act to the same extent the undersigned waives and releases (all) lien or claim of, or right to lien under the statutes of Illinois relating to mechanics liens.

INVOICES RELEASED

269589, 269746, 270082
276360

Neenah Foundry


Pat Tumpane

Sales Director

545 Kimberly Dr.

Carol Stream, Il. 60188

Phone: 630-653-5440

Fax: 630-653-0170

PARTIAL LIEN WAIVER

STATE OF ILLINOIS
COUNTY OF LAKE

August 8, 2018

TO ALL WHOM IT MAY CONCERN

Whereas, the undersigned, [Name], is employed by DiMeo Bros, Inc. in Morton Grove, Illinois, described to furnish landscape restoration services under a MCNWC Contract [Contract #] in the County of Cook, Illinois, and which is located in Morton Grove in the County of Cook, Illinois.

And whereas, hereinafter, [Name] is the owner of the property located at [Address] in the County of [County], State of [State].

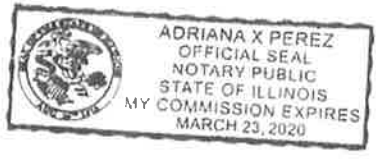
Now, therefore, the undersigned, [Name], do hereby acknowledge by the undersigned, [Name], that [Name] has no right to, lien, under the statutes of the State of Illinois with respect to and on said above described property, including the material, fixtures, apparatus, and equipment, and other considerations due or to be due, for the labor, services, material, fixtures, apparatus, and equipment, to be furnished at any time hereafter, by [Name], as the contractor of the said owner, as the case may be.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 08 day of August, 2018.

[Handwritten signature]

Given under the hand and seal of the undersigned, this 08 day of August, 2018.

[Handwritten signature]



Contractor's Application for Payment No. 4

To: Morton Grove, IL	Application Date: K31/2018
From (Contractor):	DN Tasks, Inc
Project: Morton Grove, IL	Via (Engineer): Swiler Group
Owner's Contract No: 4	Contractor's Project No: JTC69
	Engineer's Project No:

Application For Payment
(Change Order Summary)

Approved Change Orders Number	Additions	Deductions	
1			ORIGINAL CONTRACT PRICE \$ 81,293,500.00
2			Net change by Change Orders \$ 38,797,500.00
3			CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 120,091,000.00
4			TOTAL COMPLETED AND STORED TO DATE \$ 120,091,000.00
5			RETAINAGE: \$ 12,009,100.00
6			10% X \$ 12,009,100.00 Work Completed \$ 12,009,100.00
7			5% X \$ 6,004,550.00 Stored Material \$ 6,004,550.00
8			TOTAL RETAINAGE (Line 5a + Line 5b) \$ 18,013,650.00
9			AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 102,077,350.00
10			LESS PREVIOUS PAYMENTS (Line 6 from prior Applications) \$ 12,009,100.00
11			AMOUNT DUE THIS APPLICATION \$ 90,068,250.00
12			BALANCE TO FINISH, PLUS RETAINAGE (Column 6 total on Progress Estimates + Line 5c above) \$ 102,077,350.00
TOTALS			
NET CHANGE BY CHANGE ORDER			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the work covered by prior Applications for Payment.
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of final final and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner, independent of Owner against any such liens, security interests or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: [Signature] Date: 9/10/18

Payment of: \$ 876,070.31
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: [Signature] 9/14/18
 (Engineer) (Date)
 Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____
 (Owner) (Date)
 Approved by: _____
 Funding or Financing Entity (if applicable) (Date)



Contractor's Application for Payment No. 1

To: Morton Grove-Niles Water	Application Period: 7/1/2018-8/31/2018	Application Date: 8/31/2018
Owner: Commission	From (Contractor): Joseph J. Henderson & Son, Inc.	Via (Engineer): Stanley Consultants, Inc.
Project: Contract 6 MGNWC Intermediate Pump Station	Contract: _____	Engineer's Project No.: _____
Owner's Contract No.: 00-52-13	Contractor's Project No.: 1353-00	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number		
TOTALS	\$0.00	\$0.00
NET CHANGE BY		
CHANGE ORDERS	\$0.00	\$0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all

Contractor Signature: William Marshall
 Director of Operations
 Date: 8/31/2018

1. ORIGINAL CONTRACT PRICE	\$2,974,000.00
2. Net change by Change Orders	\$0.00
3. Current Contract Price (Line 1 ± 2)	\$2,974,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$241,927.26
5. RETAINAGE:	
a. 10%	\$24,192.73
b. 10%	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$24,192.73
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$217,734.53
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$0.00
8. AMOUNT DUE THIS APPLICATION	\$217,734.53
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$2,756,265.47

Payment \$ \$217,734.53
 is recommended by: [Signature] (Engineer) 9/5/18 (Date)
 Payment \$ _____ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)
 Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

GTY# _____
LOAN # _____
SUBCONTRACT OR P.O. # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Morton Grove Niles Water Commission
to furnish General Contractor
for the premises known as Contract 6 MGNWC Intermediate Pump Station
of which Morton Grove Niles Water Commission is the Owner.

THE undersigned, for and in consideration of Two Hundred Seventeen Thousand Seven Hundred Thirty Four Dollars and 53/100
\$217,734.53 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished,
and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus
or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 31 day of August, 2018

Signature and Seal: William Marshall

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF LAKE) SS
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is William Marshall, Director of Operations
of the Joseph J. Henderson & Son, Inc.
who is the contractor for the Contract 6 MGNWC Intermediate Pump Station
work on the building located at Skokie Sculpture Park South of Emerso Village of Skokie, IL
owned by Morton Grove Niles Water Commission

That the total amount of the contract including extras is \$ 2,974,000.00
on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and
delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all
parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to
complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
JOSEPH J HENDERSON & SON, INC	GENERAL CONTRACT	\$2,974,000.00	\$0.00	\$217,734.53	\$2,756,265.47
	Per attached				
	Sworn Statement				
TOTAL LABOR AND MATERIAL TO COMPLETE		\$2,974,000.00	\$0.00	\$217,734.53	\$2,756,265.47

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 31 day of August, 2018

Signature: William Marshall

Subscribed and sworn to before me this

31 day of August, 2018



Christine A. Tate
Notary Signature & Seal

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

GT# _____
LOAN # _____
SUBCONTRACT OR P.O. # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Morton Grove Niles Water Commision
to furnish General Contractor
for the premises known as Contract 6 MGNWC Intermediate Pump Station
of which Morton Grove Niles Water Commision is the Owner.

THE undersigned, for and in consideration of Two Hundred Seventeen Thousand Seven Hundred Thirty Four Dollars and 53/100
\$217,734.53 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waiva and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished,
and on the moneys, lunds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus
or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 31 day of August, 2018

Signature and Seal: William Marshall

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF LAKE) SS
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is William Marshall, Director of Operations
of the Joseph J. Henderson & Son, Inc.
who is the contractor for the Contract 6 MGNWC Intermediate Pump Station
work on the building located at Skokie Sculpture Park South of Emerso Village of Skokie, IL
owned by Morton Grove Niles Water Commision

That the total amount of the contract including extras is \$ 2,974,000.00
on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and
delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all
parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to
complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
JOSEPH J HENDERSON & SON, INC	GENERAL CONTRACT	\$2,974,000.00	\$0.00	\$217,734.53	\$2,756,265.47
	Per attached				
	Sworn Statement				
TOTAL LABOR AND MATERIAL TO COMPLETE		\$2,974,000.00	\$0.00	\$217,734.53	\$2,756,265.47

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work
of any kind done or to be done upon or in connection with said work other than above stated

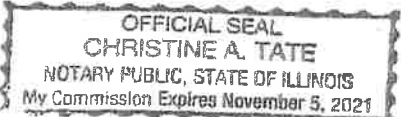
Signed this 31 day of August, 2018

Signature William Marshall

Subscribed and sworn to before me this

31 day of August, 2018

Notary Signature & Seal Christine A. Tate





Joseph J. Henderson & Son, Inc.

4288 Old Grand Avenue

Gurnee, IL 60031

(847) 244-3222

INVOICE

15072

Morton Grove Niles Water Commision

6101 Capulina Avenue

Morton Grove, IL 60053

Date: August 31, 2018

Job: 1353-00

Customer: 10-MGNWC

Contract 6 MGNWC Intermediate Pump Station
Skokie Sculpture Park South of Emerson St.
Village of Skokie, IL

Original Contract	\$2,974,000.00
Approved Change Order	\$0.00
Current Contract	<u>\$2,974,000.00</u>
Work Completed to Date	\$241,927.26
Less Retentions	<u>\$24,192.73</u>
Net Completed to Date	\$217,734.53
Less Net Previously Billed	\$0.00
Net Due This Invoice	\$217,734.53
Balance to Complete	\$2,756,265.47

AMOUNT NOW DUE

\$217,734.53

THANK YOU FOR YOUR BUSINESS !

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

Subject: Invoice Retain 19 from SPEER FINANCIAL, INC.
From: Veronica Stanford <vdavenport@speerfinancial.com>
Date: Tue, Sep 25, 2018 1:50 pm
To: "bill@wrblc.com" <bill@wrblc.com>
Attach: Inv_Retain_19_from_SPEER_FINANCIAL_INC._3796.pdf

SPEER FINANCIAL, INC.

Invoice Due:10/17/2018
Retain 19

Amount Due: **\$2,500.00**

Dear Customer:

Your invoice-Retain 19 for 2,500.00 is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Routing information:

Bank: MB Financial Bank
Routing #: 071001737
Account #: 0692-64538

Sincerely,

Veronica Davenport
SPEER FINANCIAL, INC.

(312) 780-2284
SPEERFINANCIAL.COM

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August 30, 2018

Subject: Invoice 14 for Water Transmission Main & Facilities Design
Morton Grove – Niles Water Commission (MGNWC)

Dear MGNWC Operations Team:

Attached is the submittal of Invoice 14 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, 3 and 4 in the total amount of \$1,390,221 have been approved for a revised billing limit of \$5,849,534 and remaining balance of \$421,297.

Invoices 1 to 13 have all been paid in full. Refer to attached Table 1 Invoice Log for a summary of invoicing, payments received and applied credits.

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'.

Shawn D. Gustafson, PE PMP
Senior Project Manager

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

Invoice Total	\$ 78,672.48
----------------------	---------------------

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

Professional Services Through July 28, 2018

Task	Task Name	Deliverable	Total Hours		Total Fee		Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position						
M.1	General Expenses (Stanley)				\$	8,850				
EXP	Travel Expense (Agency Visits), Mailing, Reproduction, and Misc.		62 Miles @ \$0.545						0%	\$ 33.79
A	Project Mgmt. Admin & Assistance (Stanley)		3,173.0		\$	524,773				
01A	Revenue Adjustment									\$ -
01A	Deliverable MTGS1 - Meetings		299.0		\$	49,516				\$ -
						3.15 times	0%	0.0	0%	\$ -
01A	Deliverable PA001 - Project Assistance		868.0		\$	133,019				\$ -
						3.15 times	0%	0.0	0%	\$ -
01A	Deliverable PM001 - Project Mgmt		1,237.0		\$	207,788				\$ -
	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.		Gustafson, Shawn	Project Manager	\$	69.23	24.0	\$ 1,661.52		
						3.15 times	2%	24.0	3%	\$ 5,233.79
01A	Deliverable PRMT1 - Permit Mgmt		219.0		\$	36,120				\$ -
						3.15 times	0%	0.0	0%	\$ -
	Deliverable PKG2A - Project Mgmt & Assistance		550.0		\$	98,330				\$ -
	Design Services During Construction		Carter, Zachary	I & C Engineer	\$	34.62	14.5	\$ 501.99		
			Colby, Michael	Civil Engineer	\$	29.90	91.0	\$ 2,720.90		
			de Rosario, Brendon	Civil Engineer	\$	30.29	27.0	\$ 817.83		
			Grass, Curt	Civil Engineer	\$	33.99	5.5	\$ 186.95		
			Grau, Tyler	Lead Civil Engineer	\$	52.88	6.0	\$ 317.28		
			Kennedy, Jean	Admin Assistant	\$	26.58	2.0	\$ 53.16		
			Thomas, Lawrence	Project Manager	\$	78.34	4.0	\$ 313.36		
						3.15 times	27%	150.0	16%	\$ 15,471.13
F	Intermediate Pump Station, Contract 6		2,203.0		\$	324,253				
	Deliverable PKG1F - Contract 6 Design		1,797.0		\$	258,038				\$ -
01F	PKG1F					3.15 times	0%	0.0	0%	\$ -
	Deliverable PKG2F - Contract 6 DSDC		406.0		\$	66,215				\$ -
01F	Intermediate Pump Station	Design Services During Construction	Bovenkamp, Jon	Lead Mech Engineer	\$	58.15	2.0	\$ 116.30		
			Carter, Zachary	I & C Engineer	\$	34.62	11.0	\$ 380.82		
			Colby, Michael	Civil Engineer	\$	29.90	23.0	\$ 687.70		
			Hill, Matthew	I & C Engineer	\$	35.70	2.0	\$ 71.40		
			Talukdar, Arundhatee	Electrical Engineer	\$	38.94	6.5	\$ 253.11		
			Thomas, Lawrence	Project Manager	\$	78.34	18.5	\$ 1,449.29		
						3.15 times	16%	63.0	14%	\$ 9,319.65

Task	Task Name	Deliverable	Total Hours		Total Fee		Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position						
G	Nagle Avenue Pump Station, Contract 7			2,883.0	\$	430,062				
	Deliverable PKG1G - Contract 7 Design			2,355.0	\$	343,574				
	01G	PKG1G				3.15 times	0%	0.0	0%	\$ -
	Deliverable PKG2G - Contract 7 DSDC			528.0	\$	86,488				
	01G	Nagle Avenue Pump Station	Design Services During Construction	Bovenkamp, Jon Carter, Zachary Colby, Michael Hill, Matthew Talukdar, Arundhatee Thomas, Lawrence	Lead Mech Engineer I & C Engineer Civil Engineer I & C Engineer Electrical Engineer Project Manager	\$ 58.15 \$ 34.62 \$ 29.90 \$ 35.70 \$ 38.94 \$ 78.34	2.0 7.0 5.0 3.0 2.5 7.0	\$ 116.30 \$ 242.34 \$ 149.50 \$ 107.10 \$ 97.35 \$ 548.38		
						3.15 times	5%	26.5	5%	\$ 3,972.06
H	MGNWC Standpipe, Contract 8			834.0	\$	133,384				
	Deliverable PKG1H - Contract 8 Design			396.0	\$	57,392				
	01H	PKG1H				3.15 times	0%	0.0	0%	\$ -
	Deliverable PKG2H - Contract 8 DSDC			438.0	\$	75,992				
	01H	Standpipe	Design Services During Construction	Colby, Michael Thomas, Lawrence	Civil Engineer Project Manager	\$ 29.90 \$ 78.34	1.0 9.5	\$ 29.90 \$ 744.23		
						3.15 times	2%	10.5	3%	\$ 2,438.51
I	General Civil Design			1,354.0	\$	179,598				
	01I	CIV01				3.15 times	0%	0.0	0%	\$ -
	Deliverable FOPT1 - Contract 9 DSDC			157.0	\$	26,708				
	01I	Fiber Optic	Design Services During Construction	Kowalczykowska, Beata	Designer	\$ 34.80		\$ -		
						3.15 times	0%	0.0	0%	\$ -
J	Materials Procurement, Contract 5			324.0	\$	39,824				
	01J	PKG1J				3.15 times	0%	0.0	0%	\$ -
K	Project Bidding			304.0	\$	47,450				
	01K	PKG1K				3.15 times	0%	0.0	0%	\$ -
L	Public Information Program			144.0	\$	13,904				
	01L	PKG1L				3.15 times	0%	0.0	0%	\$ -
N	Nagle Avenue SW Detention & 20" WM			28.0	\$	4,860				
	01N	PKG1N				3.15 times	0%	0.0	0%	\$ -
	Subtotal (Stanley)			11,404.0	\$	1,733,666				
							2%	274.0	2%	\$ 36,468.93

Subconsultants		Total Hours	Total Fee	Invoice Hours		Invoice Amount
B	East 30" Transmission Main Package - Applied Technologies	5,985.0	\$ 809,955			
	Contract 1 Design	5,221.0	\$ 710,565			
SUB01	East Segment 30" Transmission Main, Contract 1			1%	56.0	1% \$ 6,686.56
	Contract 1 DSDC	764.0	\$ 99,390			
SUB1A	Design Services During Construction			8%	62.5	7% \$ 7,435.75
C	West 30" Transmission Main Package - Ciorba	5,550.0	\$ 725,092			
	Contract 2 Design	4,836.0	\$ 625,992			
SUB02	West Segment 30" Transmission Main, Contract 2			0%	1.5	0% \$ 168.72
	Contract 2 DSDC	714.0	\$ 99,100			
SUB2A	Design Services During Construction			2%	12.5	2% \$ 1,996.52
D	20" Transmission Main Package - Strand	6,329.0	\$ 888,537			
	Contract 3 Design	5,587.0	\$ 786,537			
SUB03	20" Transmission Main, Contract 3			0%	0.0	0% \$ -
	Contract 3 DSDC	742.0	\$ 102,000			
SUB3A	Design Services During Construction			0%	0.00	0% \$ -
E	Existing 20" Transmission Main Maintenance - Robinson	2,374.0	\$ 358,608			
	Contract 4 Design	1,958.0	\$ 291,496			
SUB04	Existing 20" Transmission Main Maintenance, Contract 4			0%	0.0	0% \$ -
	Contract 4 DSDC	416.0	\$ 67,112			
SUB4A	Design Services During Construction			40%	166.5	33% \$ 22,228.00
M.2	Survey and Geotechnical Expenses - Robinson		\$ 764,445			
SUB04	Survey and Geotechnical Expenses (Robinson)					0% \$ 3,688.00
M.4	Easement Identification & Acquisitions Assistance - Robinson		\$ 164,195			
SUB04	Easement Identification & Acquisitions Expenses					0% \$ -
F & G	Pump Stations - Knight	2,412.0	\$ 278,088			
	Contract 6 & 7 Design	1,852.0	\$ 206,988			
SUB05	Pump Stations, Contracts 6 and 7			0%	0.0	0% \$ -
	Contract 6 & 7 DSDC	560.0	\$ 71,100			
SUB5A	Design Services During Construction			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					0% \$ -
M.3	Corrosion Survey Expenses - Corrpro		\$ 8,600			
SUB07	Corrosion Survey Expenses					0% \$ -
M.7	Radio Study Expenses - TCIC		\$ 750			
SUB08	Radio Study Expenses					0% \$ -
Subtotal (Subconsultants)		22,650.0	\$ 4,115,868			
				1%	299.0	1% \$ 42,203.55
Project Totals		34,054.0	\$ 5,849,534			
				2%	573.0	1% \$ 78,672.48

Billing Limits	Current	Prior	To-Date
Total Billings	\$ 78,672.48	\$ 5,349,564.17	\$ 5,428,236.65
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
Supplemental Agreement No. 4			\$ 794,715.00
Revised Limit			\$ 5,849,534.00
Remaining			\$ 421,297.35
TOTAL THIS INVOICE			\$ 78,672.48



**LOCAL AGENCY COST PLUS FIXED FEE
INVOICE**

Date: 08/30/18 Invoice No. 6
Work Order No. 1

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

From: Stanley Consultants, Inc.
Firm Address: 8501 W. Higgins Road
Suite 730
Chicago, IL 60631

Local Agency	<u>Morton Grove-Niles Water Commission</u>	Project		Consultant's Job Number 28218.01.00 - 0207958
Section	<u>Water Transmission Facilities Project</u>	County	<u>Cook</u>	
Job		Route		
Phase	<u>III</u>			

For Professional Services performed as set forth in the Agreement dated: _____
& Supplemental Agreement(s) dated: _____

1) Invoice Period	From: <u>07/01/18</u>	To: <u>07/28/18</u>		
	This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum Payable				\$8,491,857.50
3) Direct Salaries - Office Work	\$13,986.35	\$65,169.05	\$79,155.40	\$710,684.38
4) Direct Salaries - Field Work	\$23,507.14	\$59,009.95	\$82,517.09	
5) Payroll & Overhead				
Office this invoice average	<u>156.1700%</u> <u>156.17%</u>	\$21,842.48	\$101,774.50	\$1,066,336.96
Field this invoice average	<u>145.6500%</u> <u>145.65%</u>	\$34,238.15	\$85,948.00	\$120,186.15
6) Fixed Fee = 5.1672%	\$14,992.48	\$53,762.70	\$68,755.18	\$290,147.13
7) Direct Costs Prime	\$8,537.99	\$54,323.69	\$62,861.68	\$199,119.38
8) Services by others				
Thomas	\$56,588.78	\$232,528.01	\$289,116.79	\$1,217,489.83
Ciorba	\$44,680.24	\$197,108.58	\$241,788.82	\$849,242.69
Strand	\$55,667.96	\$176,898.09	\$232,566.05	\$778,426.50
ATI	\$50,303.16	\$163,325.60	\$213,628.76	\$710,986.40
Robinson	\$33,096.88	\$195,131.24	\$228,228.12	\$1,044,871.73
Knight	\$53,210.16	\$140,856.65	\$194,066.81	\$623,164.23
Tecma	\$32,078.82	\$112,184.24	\$144,263.06	\$402,347.25
MSL	\$33,154.84	\$61,070.68	\$94,225.52	\$502,594.55
Morreales	\$3,412.01	\$87,727.09	\$91,139.10	\$96,446.48
9) Total invoiced for project including this invoice			<u>\$2,266,115.51</u>	
10) Previously Invoiced		<u>\$1,786,818.07</u>		
11) Payment Due this invoice		<u>\$479,297.44</u>		

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

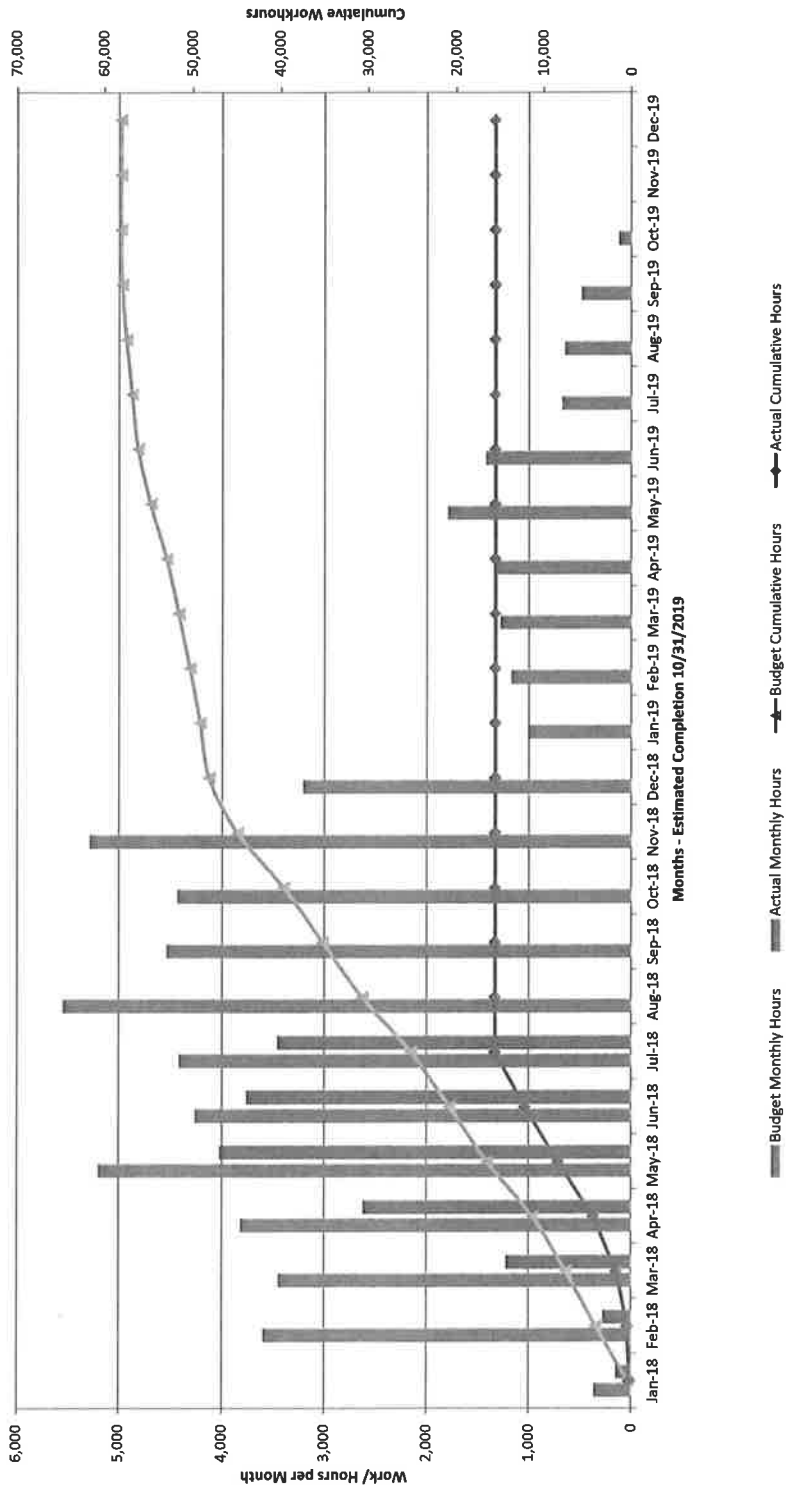
I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Approved Local Agency Rep. _____ Date: _____
Accepted By: _____ Date: _____
Checked _____ Date: _____

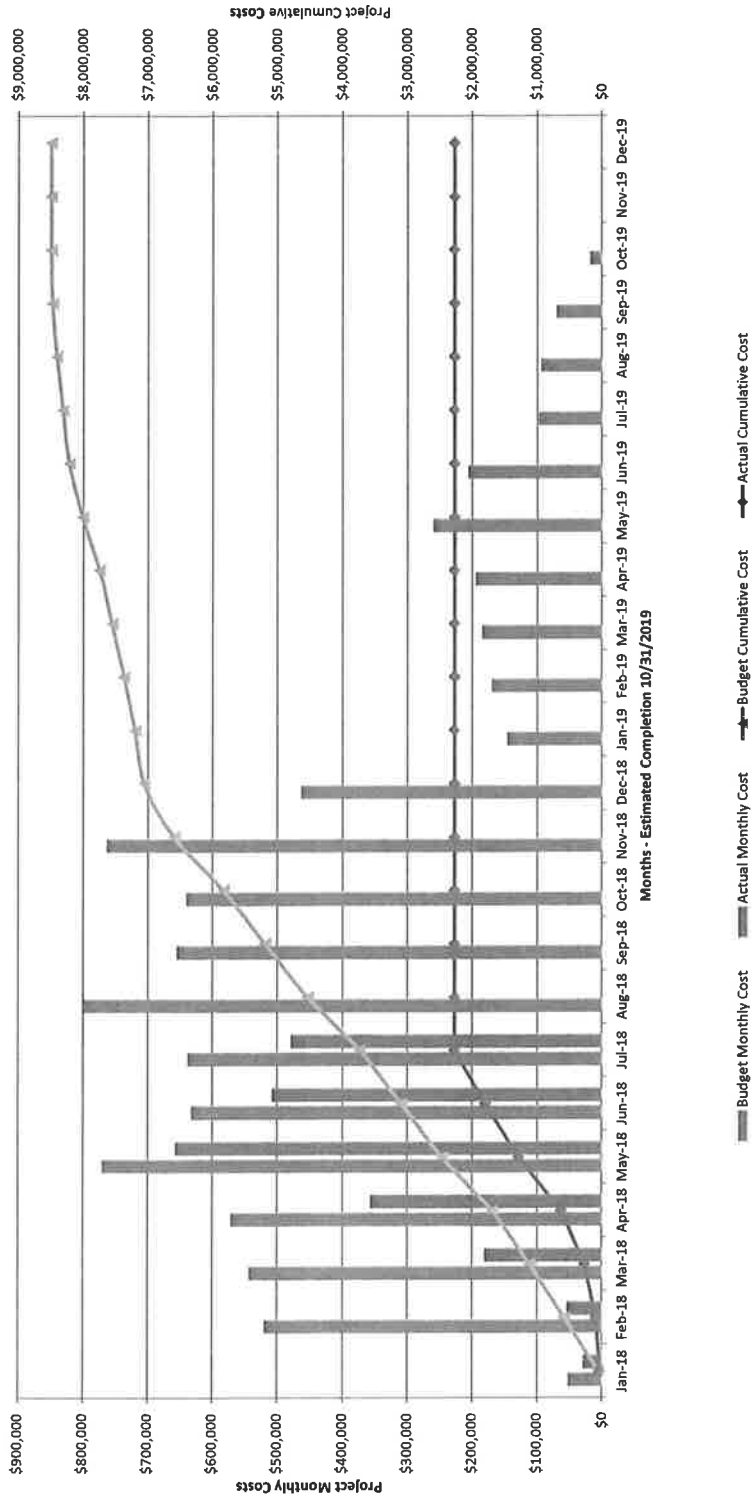
Consultant: Stanley Consultants, Inc.
By / Date: *Bruce A. Waithe*
(Name)
(Title)

Distribution: 3 complete packages plus 3 copies of invoice form to Local Agency.

Morton Grove Niles Water Commission
 Water Transmission Facilities
 Stanley Consultants Project No. 28218



Morton Grove Niles Water Commission
 Water Transmission Facilities
 Stanley Consultants Project No. 28218



TPB Professional Consulting

INVOICE

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

INVOICE #	00614
INVOICE DATE	9/6/18
TERMS	Net 30

BILL TO:
Morton Grove Niles Water Commission

Hours	DESCRIPTION	Hourly Wage	AMOUNT
12.5	Website & Newsletter Management	\$45.00	\$562.50
		SUBTOTAL	\$562.50
			\$562.50
			PAY THIS AMOUNT

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



CHANGE REQUEST

TO: Strand Assoc.

RE: Niles –Morton Grove Pump Station.

Job#: 17377

Description of Work: Remove existing piping & floor; install new piping and relocate flow meter; concrete encase pipe and flowable backfill; painting. NOTE: piping to be stubbed out exterior bldg. wall and NO asphalt repair.

Adder for vault installation: Sawcut existing asphalt; install calibration vault and piping; backfill and patch asphalt. Not included below = \$33,800.00

Cost Code with Type (A, S, M, L, E)	Subcontractor /Boller	Description	Amount
	Boller	Supervision / Coordination / Demolition concrete work	\$56085
	Dahme	Install new piping	\$38050
	Okeh	Electrical	\$8300
	P&S	Painting	\$7000

GC work: 15% = \$8412.00

Subcontractor work: 5% = \$2667.00

1% Additional Bond = \$1205.00

TOTAL: \$121,719.00

Prepared By: _____



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 018-014
August, 2018 Services

September 11, 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 August, 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

August 1, 2 2018 16.25 hours

Work on structure of Skokie MGNWC escrow re Skokie work; pipe contract progress meetings 1,2,3; Skokie tree removal; Oakton IDOT permit cancelled; glazing requirements for contract 6 and Evanston approval; work new photos in website;

- A 2
- B 7.5
- C 3
- D. 0
- E 0
- F. 0
- G. 4

August 6-10,2018 37.5 hours

Review ralph project cost tables and rate requirements spreadsheet; Skokie engineer conference call re coal gasification removal; Larry Thomas restructuring of unspent design fees and supplement #5

;Contract #11 coordination (Albrecht) Dust complaints Emerson, Harding; develop draft warrant; Progress meetings vertical construction; use of Kirk Street re contract #8; Interim service and by-pass piping; electrical feed McDaniel; budget planning for 2019; MGN management team; Evanston citizen task force asks and response discussion; continue to implement Skokie escrow account; plan for 2019 as transition year re budgeting.

- A. 2
- B. 15
- C. 5
- D. 3
- E. 0
- F. 2
- G.10.5

August 13-17,2018 22.25 hours

Prepare draft warrant and agenda for Aug MGNWC meeting; Review Insurance procurement options; Review Stanley rate study proposal; pipeline meetings; Skokie stoppage challenge; Skokie school coordination; redundant crossing issues; management team meeting and construction cost review; 2018 budget work'

- A. 2
- B. 10
- C. 2
- D. 3
- E. 0
- F.0
- G.5.25

August 20-24, 2018 26.5 hours

Alliant meeting re insurance; restoration planning in Skokie and accelerated efforts; extra work and restore crew discussion contract #1;Vertical construction meetings; interim service delivery protocols; Evanston CM meeting re Ward #5 asks; finalize operations plan; develop operating and emergency parameters for contracted services; Manager construction meeting; MGNWC meeting; Check preparation ad distribution; IEPA reimbursement status; Creativescapes concrete deficiencies- move to terminate; Skokie slow down of pipe construction; launch daily tours of construction elements with observation notes;

- A. 8
- B.25
- C. 3
- D. 2
- E. 3
- F. 0
- G. 6

August 27-31, 2018 34.5 hours

Work on transitional services operations plan; meeting with Berger re pace of construction and additional crews; line progress meetings; valve delivery update; DN tank site visit; line visits; Max call re citation for lack of progress; request and denied request to work on holidays in September; Finance Director team review; Kelly contract retainage issue;

A. 1.5

B. 19

C. 2

D. 0

E. 0

F. 0

G. 12

Total hours for the month: 137 hours

137 hours x \$185 = \$ 25,345.00

12% overhead = \$ 3,041.40

Total: \$ 28,386.40

Please Pay this amount: \$ 28,386.40 Thank you



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

Invoice 3396

BILL TO

Monthly Financial Consulting
6101 Capulina
Morton Grove, IL

DATE
07/31/2018

PLEASE PAY
\$1,478.75

DUE DATE
08/30/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/16/2018	Reconciled all of the bank reconciliations for this client.	0:30	65.00	32.50
07/16/2018	Phone call with auditor for scheduling	0:15	65.00	16.25
07/17/2018	Complete audit preparation	5:00	65.00	325.00
07/23/2018	Deliver Audit workpapers to Lauterbach and Amen	1:30	65.00	97.50
07/25/2018	Processed payments and cut the checks for this client.	2:30	65.00	162.50
07/25/2018	Work on Monthly accounting	2:00	65.00	130.00
07/26/2018	Complete various accounting issues and attend board meeting	7:00	65.00	455.00
07/31/2018	Follow up on Audit Issues	4	65.00	260.00

TOTAL DUE

\$1,478.75

THANK YOU.

RESOLUTION NO. 18-54

**AUTHORIZING THE APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER
COMMISSION AND STANLEY CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR
THE DESIGN OF WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS**

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 President and Board of Trustees of 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”); and

WHEREAS, on July 7, 2017 the MGNWC Board approved and on August 3, 2017 the MGNWC Chair and Clerk signed and entered into a “Professional Services Agreement For Engineering Services For Design Of Water Transmission Mains And Facility Improvements for the Morton Grove-Niles Water Commission (Morton Grove-Niles Water Commission And Stanley Consultants, Inc.)” (the “August 3, 2017 Agreement”) whereby Stanley Consultants, Inc. agreed to provide professional consulting and engineering services to prepare final designs and specifications for transmission mains, a pump station, a booster station, a standpipe and other facilities to connect the Niles and Morton Grove water systems to the Evanston Connection Point near the intersection of Emerson Street and McCormick Boulevard, inclusive of plans for roadway restoration, erosion control, and traffic control; assist in acquiring all necessary permits for MGNWC; and other services required for the completion of the design work (the “Design Services”), as further defined in the August 3, 2017 Agreement; and

WHEREAS, the MGNWC has requested and Stanley Consultants, Inc. has agreed to provide additional and supplemental services primarily to address concerns in Evanston and Skokie and to include additional improvements at the water receiving reservoirs in both communities that were not included in the August 3, 2017 Agreement in exchange for payment of the professional fees and in accordance with the terms of Supplemental Agreement No. 5 attached hereto as **Exhibit A**. Agreement; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission has the authority to enter into Supplemental Agreement No. 1 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 Agreement is in the best interests of MGNWC.

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

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

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the approval of the economic terms and the attached form of Supplemental Agreement No. 5 between the Morton Grove-Niles Water Commission and Stanley Consultants, Inc., attached hereto as **Exhibit A**. The MGNWC Board authorize and direct the Chair, or his designee, and the Clerk to execute the final version of Supplemental Agreement No. 5, 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 4th day of October 2018, pursuant to a roll call vote as follows:

AYES: John Pietron, Mark Fowler, and Steven Vinezeano
NAYS: None
ABSENT: None

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 4th day of October 2018, and approved by the Chair, and attested by the Clerk on the same day.

Steven Vinezeano, Chair

ATTEST:

John Pietron, Clerk

Exhibit A
SUPPLEMENTAL AGREEMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER
COMMISSION AND STANLEY CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR
THE DESIGN OF WATER TRANSMISSION MAINS AND FACILITY IMPROVEMENTS
(attached)



**MORTON GROVE – NILES WATER COMMISSION
WATER SUPPLY FACILITIES PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 5
ENGINEERING DESIGN SERVICES DURING CONSTRUCTION**

This Supplemental Agreement (SA) is made and entered into _____, 2018, by and between STANLEY CONSULTANTS, INC. (Consultant) and MORTON GROVE-NILES WATER COMMISSION (Commission) under the terms and conditions of their existing Professional Services Agreement dated August 3, 2017, for Consultant to provide modified and additional services to the Commission. The background for this request is as follows:

Background

The Stanley Consultants and its subconsultants have monitored and accounted for project costs during the course of the Project as shown on the attached spreadsheet. The original Agreement together with Supplemental Agreements 1, 2, and 3 covered costs anticipated during the design phase of the project.

Supplemental Agreement 4 covers Engineering Design Services During Construction. Due to the ongoing services needed primarily to address concerns in Evanston and Skokie and the addition of work on the inlets to the community reservoirs, the Consultants have exceeded the budgeted monthly expenses and anticipate that by August 2019 the Engineering Design During Construction portion of the work may exceed the currently authorized design engineering budget by \$277,582.

The Engineering Design Services During Construction modifications and additions being requested in this Supplemental Agreement 5 are as follows:

Scope Change No. 5-1: Provide Additional Engineering Design Services During Construction

Due to the ongoing services needed primarily to address concerns in Evanston and Skokie, but also issues in other portions of the work, the Consultants have exceeded the budgeted monthly expenses and anticipate that by August 2019 the Engineering Design Services During Construction portion of the work will exceed the currently authorized budget.

Additionally, the Commission has requested modifications at the reservoirs in both communities that will result in development of the documents needed for Construction Contract 11.

General Ongoing Items: The following is a listing of some of the major items that have developed to date;

1. Evanston permit issues related to the construction of the Intermediate Pump Station and response to neighborhood concerns and potential legal actions. Added efforts to improve

- communication with citizens impacted by construction.
2. Skokie permit issues and design modifications needed to address Skokie construction concerns.
 3. IDOT permit traffic control issues.
 4. Additional assistance with lead service line replacement issues.
 5. Assistance with redesign due to unforeseen and unknown conditions including:
 - a. NGPL gas line found at shallower depth than anticipated.
 - b. Previously unknown IDOT storm sewer at Oakton and Caldwell.
 - c. Previously unknown Nicor gas pipeline on Niles Center Road.
 - d. Previously unknown coal gas pipeline in Skokie.
 - e. Anchor and connection work to existing HDPE pipe at Niles Terrace/Caldwell.
 - f. Redesign of Jarvis pavement from the cul-de-sac to Oak Park Avenue so as not disturb Coke's driveway.
 - g. Investigation of alternative layout and design on Howard.
 - h. Investigation of redesign along Vapor Lane to avoid Com Ed power lines.
 - i. Realignment through Police Station to avoid future garage.
 - j. Assistance with IDOT permit changes and NRI permitting.
 - k. Preparation of bid documents needed for the disposal of non-hazardous wastes generated from work on Contracts 2 and 3.
 6. Addition of calibration chambers for all meters.
 7. Coordination with all Contracts to maintain consistency for hydrants, air release valves and vaults, valves, and fiber optic conduit.
 8. Coordination with Commission and multiple contractors for control valve replacement.
 9. Review proposed pipeline plans and other utility plans for potential conflicts with the new Transmission Main.
 10. Preparation for transmission system startup with limited pumping capacity.
 11. Permit assistance with the Cook County Forest Preserve District.

Community Reservoirs Inlet Improvements: Additional reservoir work includes creation of the Contract 11 bid package to replace the reservoir flow control valves together with other site Improvements at the Niles Main Station, Morton Grove South Station, and Morton Grove North Station. This new scope expands work already completed pursuant to Supplemental Agreement Item No. 2-4 which provided for the development of plans and specifications for the replacement of the reservoir flow control valves at the Niles Main Station Reservoirs and the Morton Grove South Reservoir. During the progression of that work, the replacement of the valve at Morton Grove's north station was added to the scope. Morton Grove requested additional work be considered, designed, and bid as alternates to provide a better functioning fill operation with the new supply configuration. This Supplemental Agreement Item provides additional engineering services to redesign some of the valve replacement configurations, prepare alternative designs for two control valves, and package all improvements into a single bid package that allows for costs to be distributed to the two Village's if necessary,

Specific Service Items include:

1. Perform topographical survey of Morton Grove's North and South Station.
2. Perform four additional soil borings, two at the north station and two at the South Station and prepare a geotechnical report.

3. Revise Niles Main Station Pumping Station No. 2 control valve replacement piping design to reflect changes made to discharge piping configuration.
4. Revise Niles Main Station Building B piping design to provide more flexibility to modify scope after bidding and adjust project cost based on available fees.
5. Develop Alternative for replacement of South Station control valve with new control valve in exterior valve vault with accompanying climate control and access features.
6. Develop Alternative for replacement of North Station North Reservoir control valve with new control valve in exterior valve vault with accompanying climate control and access features.
7. Add meters and calibration vaults to North Station.
8. Compile previous designs and above items into a single bid package with unit price and alternative bid configuration.

Scope of Services Summary

1. Project Management & Meetings: Provide project management and attend meetings with Commission and Villages.
2. Design Confirmation: Present alternatives to Commission for comment and approval.
3. 90% Design Documents: Design valve replacement work for the affected reservoirs inclusive of SCADA interconnections. Conduct QA/QC review. Submit and review plans with Commission.
4. 100% Bidding Documents: Make requested design revisions. Prepare opinion of probable cost for the proposed improvements.
5. Permits and Easements: Amend IEPA permit plans.

Schedule. The Project schedule is not modified by the addition of this work.

Compensation. The total estimated additional funding needed for all of the items noted above is \$277,582. The total design contract amount, \$5,849,534 is increased by \$277,582 to a new total of \$6,127,119.

Summary of Changes for Project Through Supplemental Agreement 5

1. The original total cost of the contract was \$4,459,313.
2. With the approval of Supplemental Agreement 1, the total cost of the contract was \$4,543,683, an increase of \$84,370.
3. With the approval of Supplemental Agreement 2, the total cost of the contract will be \$4,754,085, an increase of \$210,402.
4. With the approval of Supplemental Agreement 3, the total cost of the contract will be \$5,054,819, an increase of \$300,734.
5. With the approval of Supplemental Agreement 4, the total cost of the contract will be \$5,849,534, an increase of \$794,715.
6. If the proposal above is accepted, the total cost of this contract is increased by \$277,582 from \$5,849,534 to \$6,127,116.

Attachments. The following is attached to this Supplemental Agreement:

1. Engineering Design Services During Construction Supplemental Agreement 5 Budget Computations Spreadsheet.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed on the date first above written.

STANLEY CONSULTANTS, INC.

MORTON GROVE-NILES WATER
COMMISSION



Jeff Decoteau

Attest:



Lawrence Thomas

	12/7/17	1/25/18	2/1/18	2/1/18		7/22/17	7/29/17	9/2/17	9/30/17	10/28/17	12/2/17	12/30/17	
Original Design Engineering Budget	SA #1	SA #2	SA #3	SA #4 Design Engineering During Construction	Original Budget Plus SA #s 1 to 4	1	2	3	4	5	6	7	
Design Engineering													
SUB01 Applied	\$ 661,920	\$ -	\$ 10,800	\$ 37,845	\$ -	\$ 710,565	\$142,093		\$ 177,395	\$132,363	\$142,551	\$ 35,526	\$ 15,744
SUB02 Ciorba	\$ 550,872	\$ -	\$ 75,120	\$ -	\$ -	\$ 625,992	\$130,865	\$ 67,153	\$ 156,479	\$107,210	\$ 89,094	\$ -	
SUB03 Strand	\$ 689,091	\$ 17,560	\$ 41,700	\$ 38,186	\$ -	\$ 786,537	\$ 85,095	\$118,557	\$ 200,736	\$ 99,730	\$110,236	\$ 31,357	\$ 25,579
SUB04 Robinson Pkg E	\$ 273,496	\$ -	\$ 18,000	\$ -	\$ -	\$ 291,496	\$ 48,538	\$ 77,298	\$ 41,482	\$ 59,965	\$ 43,091	\$ -	\$ 29,880
SUB04 Robinson Pkg M.2	\$ 704,330	\$ 17,500	\$ 7,610	\$ 53,485	\$ -	\$ 782,925	\$213,574	\$255,692	\$ 88,048	\$ 51,366	\$ 13,875	\$ -	\$ 393
SUB04 Robinson Pkg M.4	\$ 59,160	\$ 44,450	\$ -	\$ 42,100	\$ -	\$ 145,710	\$ 35	\$ 25,300	\$ 8,060	\$ 27,500	\$ 19,160	\$ -	
SUB05 Knight	\$ 182,616	\$ -	\$ 2,680	\$ 21,692	\$ -	\$ 206,988	\$ 38,601		\$ 64,459	\$ 38,739	\$ 39,882	\$ -	
SUB05 Knight	\$ 40,410	\$ -	\$ -	\$ -	\$ -	\$ 40,410						\$ -	
SUB06 Santaacruz	\$ 83,100	\$ -	\$ (5,913)	\$ -	\$ -	\$ 77,188					\$ 2,313	\$ 2,875	\$ 66,000
SUB07 Compro	\$ 8,600	\$ -	\$ -	\$ -	\$ -	\$ 8,600				\$ 8,600	\$ -	\$ -	
SUB08 TCIC	\$ -	\$ -	\$ 750	\$ -	\$ -	\$ 750							
Expenses	\$ 4,500	\$ -	\$ -	\$ 2,070	\$ -	\$ 6,570							
Design Engineering During Construction													
SUB1A Applied	\$ -	\$ -	\$ -	\$ -	\$ 99,390	\$ 99,390							
SUB2A Ciorba	\$ -	\$ -	\$ -	\$ -	\$ 99,100	\$ 99,100							
SUB3A Strand	\$ -	\$ -	\$ -	\$ -	\$ 102,000	\$ 102,000							
SUB4A Robinson	\$ -	\$ -	\$ -	\$ -	\$ 67,102	\$ 67,102							
SUB5A Knight	\$ -	\$ -	\$ -	\$ -	\$ 71,100	\$ 71,100							
Stanley	\$ 1,201,218	\$ 4,860	\$ 59,655	\$ 105,356	\$ 356,023	\$ 1,727,112	\$120,203	\$ 40,900	\$ 384,748	\$277,029	\$156,837	\$ 99,999	\$ 70,942
Expenses	\$ -	\$ -	\$ -	\$ -	\$ 2,280	\$ 2,280							
Full Amount	\$ 4,459,313	\$ 84,370	\$ 210,402	\$ 300,734	\$ 794,715	\$ 5,849,534	\$779,003	\$584,899	\$ 1,121,407	\$793,902	\$625,638	\$169,758	\$208,539

1/27/18	3/3/18	3/31/18	4/28/18	6/2/18	6/30/18	7/28/18										
8	9	10	11	12	13	14	Balance Remaining In Each Package	Funding Transfers	Transfer to:	Balances After Transfers	Additional Project Funding	Average amount per month from July 2018 thru Feb 2019	Average amount per month from Mar 2018 thru Aug 2019	Record Drawing Budgets	Total Amount Required To Complete Project	
\$ 6,360	\$ 10,643	\$ 8,071	\$ 15,388	\$ 12,655	\$ 3,978	\$ 6,687	\$ 1,112	\$ (1,112)	SUB 1A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 59,461		\$ 3,274	\$ 4,877	\$ 1,116	\$ -		\$ 6,463	\$ (6,463)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 32,087	\$ 41,411	\$ 36,369	\$ 4,036	\$ -	\$ -		\$ 1,344	\$ (1,344)	SUB 3A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ 98,202		\$ 61,775	\$ (61,775)	SCI & SUB 4A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ 42,100		\$ 23,555	\$ (23,555)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
							\$ 25,308	\$ (25,308)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
							\$ 40,410	\$ (40,410)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 6,000							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ 750					\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ 12,984	\$ 19,037	\$ 2,916	\$ 19,639	\$ 7,436	\$ 37,378	\$ 1,112		\$ 38,490	\$ -	\$ 11,400	\$ 5,700	\$ 16,200	\$ 130,200	
		\$ 5,574	\$ 11,827	\$ 4,533	\$ -		\$ 77,166	\$ -		\$ 77,166	\$ -	\$ 6,000	\$ 3,000	\$ 16,900	\$ 82,900	
	\$ 5,558	\$ 25,030	\$ 26,475	\$ 29,191	\$ 14,239		\$ 1,508	\$ 1,344		\$ 2,852	\$ 62,130	\$ 6,000	\$ 3,000	\$ 16,600	\$ 144,730	
		\$ 2,990	\$ -	\$ -			\$ 64,112	\$ 30,000		\$ 94,112	\$ 40,000	\$ 4,000	\$ 2,000	\$ 10,000	\$ 94,000	
							\$ 71,100	\$ -		\$ 71,100	\$ -	\$ 4,000	\$ 2,000	\$ 12,500	\$ 56,500	
\$147,144	\$129,255	\$ 68,443	\$ 86,266	\$ 51,115	\$ 17,426		\$ 74,617	\$ 127,511		\$ 202,128	\$ -	\$ 20,000	\$ 10,000	\$ 35,100	\$ 255,100	
\$251,053	\$186,867	\$160,494	\$170,895	\$101,526	\$195,584	\$ 14,122	\$ 485,848	\$ 159,967		\$ 485,848	\$ 102,130	\$ 51,400	\$ 25,700	\$ 107,300	\$ 763,430	

RESOLUTION NO. 18-55

**AUTHORIZING THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND STANLEY CONSULTANTS, INC.
FOR A WATER RATE STUDY**

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 President and Board of Trustees of 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”); 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, The Morton Grove-Niles Water Commission (MGNWC) expects to begin operating the MGNWC system in 2019 including purchasing Lake Michigan water produced by the City of Evanston and conveying that water through the MGNWC System to its customers; the Villages of Morton Grove and Niles; and

WHEREAS, the long-term effective operation of the MGNWC System is dependent on providing sufficient funding to as required by the Water Supply Agreement between the MGNWC and its customers to cover the costs of administration, debt repayment, water purchases, operations, maintenance, and future capital improvements; and

WHEREAS, the MGNWC staff has solicited and has received a proposal from Stanley Consultants, Inc. (“Stanley”) to conduct a water rate study to establish and justify the initial rates and to ensure adequate financial coverage for anticipated expenses. and the Superintendent has negotiated a Professional Service Agreement with Stanley. based on its proposal attached hereto as **Attachment 1 to Exhibit A**; and

WHEREAS, Stanley 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 Stanley, based on its proposal (the Agreement); and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission 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 find that entering into the Agreement is in the best interests of MGNWC.

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

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

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the approval of the economic terms and the attached form of the Agreement between the Morton Grove-Niles Water Commission and Stanley Consultants, Inc., attached hereto as **Exhibit A**. The MGNWC Board authorize and direct the Chair, or his 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 4th day of October 2018, pursuant to a roll call vote as follows:

AYES: John Pietron, Mark Fowler, and Steven Vinezeano
NAYS: None
ABSENT: None

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 4th day of October 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 STANLEY CONSULTANTS, INC.
FOR A WATER RATE STUDY
(attached)

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND STANLEY CONSULTANTS, INC FOR A WATER RATE STUDY

This **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR A WATER RATE STUDY**("Agreement") is made by and between **Stanley Consultants, Inc.**, an Iowa corporation, authorized to conduct business in the State of Illinois, whose mailing address is 8501 West Higgins Road, Suite 730, Chicago, Illinois 60631 (the "Consultant") and the **Morton Grove – Niles Water Commission**, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The Consultant 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".

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:

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

MGNWC: Morton Grove-Niles Water Commission

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

Consultant: **Stanley Consultants, Inc**
8501 West Higgins Road, Suite 730,
Chicago, Illinois 60631.

Contact: **Larry Thomas, PE**
Water/Wastewater Department Manager
773-714-2015
ThomasLarry@stanleygroup.com

1 PERFORMANCE OF SERVICES

- 1.1. Project Description. Consultant will provide all necessary services to perform the work in connection with the Proposal dated August 8, 2018, a copy of which is attached as Attachment 1 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.

- 1.2 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 April 1, 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.

- 1.8 **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.
- 1.9 **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.
- 1.10 **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.
- 1.11 **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.

2 COMPENSATION AND METHOD OF PAYMENT

- 2.1 **Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall not exceed seventeen thousand nine hundred dollars (\$17,900 .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.
- 2.2 **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.
- 2.3 **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.

- 2.4 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.
- 2.5 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.

3 PERSONNEL AND SUBCONTRACTORS

- 3.1 Key Project Personnel. Key Project Personnel identified in Exhibit A shall be Larry Thomas 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.
- 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

4 RELATIONSHIP OF THE PARTIES

4.1 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.

4.2 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.

4.3 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.
- 4.4 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.

5 INSURANCE AND INDEMNIFICATION

- 5.1 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. 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.
- 5.2 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

6 USE AND DISCLOSURE OF INFORMATION

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the MGNWC Administrator.

7 Compliance with Laws and Grants

- 7.1 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.
- 7.2 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.
- 7.3 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).
- 7.4 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.
- 7.5 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.

8 DEFAULT AND DISPUTE RESOLUTION

- 8.1 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.
- 8.2 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.
- 8.3 During the dispute resolution period, or if litigation ensues, pending any final judicial decision or settlement, Consultant shall proceed diligently with the services.

9 GENERAL PROVISIONS

9.1 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.

9.2 Assignment. This Agreement may not be assigned by the MGNWC or by the Consultant without the prior written consent of the other party.

9.3 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.

9.4 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.

9.5 Time. Time is of the essence in the performance of this Agreement.

9.6 Governing Laws. This agreement shall be interpreted according to the laws of the State of Illinois.

9.7 Binding Effect. The terms of this agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

9.8 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.

- 9.9 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.
- 9.10 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.
- 9.11 Survival of Terms. Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this agreement.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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.

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

Stanley Consultants, Inc.,
By: _____ its _____

ATTACHMENT 1
PROPOSAL OF STANLEY CONSULTANTS, INC. DATED SEPTEMBER 21, 2018



August 8, 2018
Revised September 26, 2018

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

Subject: Morton Grove-Niles Water Commission Water Rate Study

Dear Bill:

The Morton Grove-Niles Water Commission (MGNWC) will soon own and operate a potable water transmission system to provide water service to its customers; the Villages of Morton Grove and Niles. The long term effective operation of this system is dependent on providing sufficient funding to cover the costs of administration, debt repayment, water purchases, operations, maintenance, and future capital improvements. As a new entity, MGNWC is proposing to conduct a rate study to establish and justify the initial rates and to ensure adequate financial coverage for anticipated expenses.

MGNWC will purchase Lake Michigan water produced by the City of Evanston and convey that water through Commission facilities to the Villages' reservoirs. The two Villages will likely be invoiced by the Commission on either a pure volume use fee basis; or with a combination of a fixed monthly fee and a volume fee as selected by the Commission. These fees will subsequently be invoiced to the end users in each of the Villages.

Our goals for this study are to calculate rates adequate to cover necessary operations, maintenance and overhead costs, maintain a sufficient operating balance, and provide adequate funding for future capital projects.

Our objectives for the cost-of-service rate design study include:

- Identifying, estimating, and confirming administration, operation and maintenance expenses.
- Assuring required reserve accounts are fully funded.
- Covering debt repayment and water purchases.
- Consideration of funding a facilities depreciation and capital improvements account.
- Working with the Commission to determine the amount that should be set aside on an annual basis to cover system depreciation and funding for future improvements.
- Providing comparative information regarding the rate designs for similar, neighboring water commissions.
- Forecasting revenues and expenses for the initial 5 years in detail and 10 years in outline form.
- Developing several rate options and capital planning strategies that will provide adequate revenue to cover operating and capital expenses and meet bond requirements while being aware of the concerns of rate payers that will be impacted by the proposed rates.



SCOPE OF SERVICES

The cost-of-service analysis will be conducted by assigning the anticipated utility water expenses to various categories such as operation and maintenance, water purchases, debt service, and other disbursements and by identifying which of these expenses are fixed and which are variable.

Stanley Consultants will perform the following tasks:

Administration and Meetings

- Confirm project scope and information requirements.
- Meet with Commission to discuss rate setting philosophies, and refine the project scope.
- Compile/Confirm data:
 - Purchase rate from Evanston
 - Number of water consumers and volumes consumed in Morton Grove and Niles
 - IEPA loan and revenue bond covenants
 - Confirm proposed initial budget
- Conduct additional update and direction meetings on an as needed basis.

Financial Analysis

- Confirm current usage and future water use within Morton Grove and Niles.
- Confirm anticipated operation and maintenance expenses.
- Compile budgets from water commissions in the region.
- Forecast future water demands, expenses, and revenue requirements for a 10-year period.
- Discuss a future Capital Improvement Plan (CIP) & develop a funding plan for it to extent desired by Commission.

Rate Analyses

- Identify fund balance goals and means to achieve goals.
- Conduct a cost-of-service analysis
- Develop a working rate study model for input of data and proposed rates to determine minimum required rates to cover expenses.
- Develop two or three potential utility rates structures based on fixed and variable costs; and the water capital costs.
- Compare rates to those of peer water commissions such as Northwest Water Commission.
- Review rate structures with Commission and finalize study based on Commission direction.
- The rate developed in the analysis will conform to the applicable requirements of “A Cost Sharing Agreement Regarding Morton Grove and Niles Water Supply Matters”, the “Water Supply Agreement Between the City of Evanston and the Village of Morton Grove and the Village of Niles”, and the Morton Grove and Niles ordinances creating the Morton Grove – Niles Water Commission.



Report

- Prepare a draft report providing MGNWC staff the opportunity to review the report. The report contents will include:
 - Background data, assumptions and approach.
 - Description of each rate scenario.
 - Recommendations of the cost-of-service analysis and rate design study.
- Present results to Commission, Village Boards, and public as directed by the Commission.
- Provide Excel spreadsheets used in development of rates for use by Commission.
- Prepare final report based upon any mutually agreed upon changes.

COMPENSATION

Our not-to-exceed fee for the completion of the water rate study is \$17,900 based on our standard hourly rates and expenses. A table showing the development of our fee is provided below.

Please call if you have any questions or comments.

Sincerely,
STANLEY CONSULTANTS, INC.

Larry Thomas, PE
Water/Wastewater Department Manager

MGNWC Water Rate Study							
August 8, 2018							
Activity - Task Description	QUANTITY	PROJECT MANAGER	WATER ENG	WATER EIT	TOTAL HOURS	DLR	Labor
	20		16	8			
		\$246	\$198	\$102			
STUDY							
Kick-off meeting	2		2		4	\$281.90	\$888.00
Prepare data request				1	1	\$32.38	\$102.00
Service Analysis, Rate Development, Comparison							
Review Data/Confirm Purchases and Usage	1		2	4	7	\$333.33	\$1,050.00
Determine anticipated expenses	1		8	2	11	\$645.71	\$2,034.00
Summarize in Excel spreadsheets	1		8	8	17	\$840.00	\$2,646.00
Conduct cost-of-service analysis and design water rate	1		8	20	29	\$1,228.57	\$3,870.00
Compose Report	4		4	24	32	\$1,340.95	\$4,224.00
Meet with MGNWC to Discuss Draft Analysis	2		2		4	\$281.90	\$888.00
Finalize Excel Spreadsheets and Report	1		2	4	7	\$333.33	\$1,050.00
Presentations	2				2	\$156.19	\$492.00
QA/QC	2				2	\$156.19	\$492.00
Subtotal	0	17	36	63	116	\$5,630.48	\$17,736.00
		\$4,182.00	\$7,128.00	\$6,426.00			\$17,736.00
						Total Expenses	\$200.00
						Total Estimated Cost	\$17,936.00

