

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 ADMININSTRATION BUILDING 1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714 THURSDAY, AUGUST 23, 2018

- I. <u>CALL TO ORDER</u> Commissioner Steven C. Vinezeano called the meeting to order at 3:05 p.m.
- II. <u>ROLL CALL</u> 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. <u>PLEDGE OF ALLEGIANCE</u> 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. <u>OLD BUSINESS</u> NONE
- VIII. <u>SUPERINTENDENT'S REPORT</u> Bill Balling provided a brief construction update. Kelly Zabinski provided an update on finances of Commission.
- IX. <u>OTHER BUSINESS</u> NONE
- X. PUBLIC COMMENT NONE
- XI. <u>ADJOURNMENT</u> Commissioners approved unanimously 2-0 to adjourn at 3:10 p.m.

Approved by the MGNW	C 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 LLC7901 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

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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
5201 Monroe Court Morton Grove				
Action Grove				
CONTRACT 11 Lead, transport and dispose of contaminated non-hazardous waste from Morton Grove location	621.04		C5.00	41,030.60
Load, transport and dispose of contaminated non-nazardous waste from Morton Grove location	631.24	су	65.00	41,030.00
	тот	'AL	\$4	41,030.60
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Owner's Contract No.: 27793.01.00	Project: MGNWC Contract # 1	To Morton Grove/Nites Water Commission (Owner):	ENGINEERS JOINT CONTRACT DOCUMENTS COMMUTTEE	EJCDC
Contractor's Project No.: 1815	Convact:	From (Contractor), Berger Excavating Contractors, Inc. Via (Engineer): Thomas Engineering Group, LLC	Application 8/30/18 Period:	Contractor's Application for Payment No.
Engineer's Project No:		Via (Engineer): Thomas Engineering Group, LLC	Application Date: 08/30/18	Payment No. 4

じっして川	Contractor's Application for Fayment Ivo.	n for rayment No.	
ENGINEERS JOINT CONTRACT	Application 8/30/18 Period:	Application Date: 08/30/18	
To Morton Grove/Ni;es Water Commission (Owner):	From (Contractor): Berger Excavating Contractors, Inc	ors, Inc Via (Engineer): Thomas Engineering Group, LLC	LLC
Project: MGNWC Contract # 1	Contract:		
Owner's Contract No.: 27793.01.00	Contractor's Project No.: 1815	Engineer's Project No.:	
Application For Payment			
Change Order Summary		ACIDA LOVALNO IVAICIAO	15,288,636.65
Number Additions	Deductions 2 Net change	Net change by Change Orders	18,581.10
		3. Current Contract Price (Line 1 ± 2)	15,307,217.75
	4, 101ALC	4. 101AL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	6,020,574.65
	5. RETAINAGE:	IGE: X 10% Work Completed S	s 602,057.47
		b. X Stored Material S c. Total Retainage (Line 5.a + Line 5.b) S	s 602,057.47
	6. AMOUNT		s 5,418,517.18
NET CHANGE BY	S AMOUNT	A AMOUNT BIJE THIS APPLICATION.	ĺ
CHANGE ORDERS	9. BALANCI (Column C		s 9,888,700.57
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following:	, the following: Payment of:	\$ 1.851,209.47	
(1) An previous progress payments received from Owner on account of work one under the Contract have been applied on account of 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 itsted in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Lierts, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indomnifying Owner against any such Lierts, security interest, or encumbrances); and	unt of work done under the Contract obligations incurred in connection d Work, or otherwise listed in or me of payment free and clear of all weered by a bond acceptable to Owner encumbances); and	(Line 8 or other - splach explanation of the other amount) anded by: (Bagineer) (Date	other amount) 9/6/1/8 (Date)
and is not deficulte.	Payment of:	S (Line 8 or other - attach explanation of the other amount)	other amount)
	is approved by:	by: (Owner)	(Date)
The same of the sa	Date: S-32/8 Approved by:	y: Funding or Financing Entity (if applicable)	(Date)

Funding or Financing Entity (if applicable)

(Date)

WAIVER OF LIEN TO DATE

Gty#			

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				Escrow	т
TO WHOM IT MAY CONCERN	l:				
WHEREAS the undersigned ha		Morton Gro	ve/Niles Wa	ter Commiss	ion
for the premises known as	Mortin Grove /Niles	Mater Commisii			
of which	Morton Grove / Niles	Water Commis	on		
The undersigned, for and in con				two hundro	is the ow and nine dollard & 49/10
(\$ 1,851,209.49	Dollars, and other oc	ind and valuable	a concideratio	an the seesi	A college of the Land
acknowledged, do(es) hereby w	aive and release any and a	all lien or claim a	of arriabtes	lineda.4	L
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moreon, and on the material like	ures.audaraius or machine	IDI furnished and	d on the men	ALIA 6	-41 11 44
due or to become due from the o to this date by the undersigned f	for the above-described pro	services, materia	al,fixtures,ap	paratus or m	achinery furnished
and of the Endotolighted	or the above-described pre	emses, INCLUL	ING EXTRA	S."	
DATEAugust 3	31, 208	COMPANY NAM	EBei	rger Excava	ting Contractors, Inc.
),	ADDRES	S 1205	Garland Re	d. Wauconda, IL 60084
alamatura A	Property of the second		/	- Gariana itt	3. Wadconda, 12 00004
SIGNATURE AND TITLE	VOT LIMITED TO SUMME			president	
*EXTRAS INCLUDE BUT ARE I	NOT LIMITED TO CHANG	E ORDERS, BC	TH ORAL A	ND WRITTE	N TO THE CONTRACT.
STATE OF ILLINOIS	CONTE	RACTOR'S A	FEIDAVIT		
COUNTY OF LAKE	ss	AO TOR S A	FFIDAVII		
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TO WHOM IT MAY CONCERN:					
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AT Morton Grove / Niles			_WORK ON	THE BUILD	ING LOCATED
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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

Duck Tuon

SIGNATURE

Seal

EJCDC≝	Contractor's Application for Payment No.	Payment No. 5
	Application 1-Aug-18 Period:	Application Date: 8/22/18
To Morton Grove Niles Water Commission (Owner)	From (Contractor): Bolder Contractors	Via (Engineer): Stanley/Ciorba
Project: Contract 3 Transmission mailn	Contract:	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No :

	Contractor's Application for Payment No.	n for Payment No. 5
ENGINEERS JOINT CONTRACT	Application I-Aug-18 Period:	Application Date: 8/22/18
To Morton Grove Niles Water Commission (Owner)	From (Contractor): Bolder Contractors	Via (Engineer): Stanley/Ciorba
Project: Contract 3 Transmission mailn	Contract:	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No.:
Application For Payment Change Order Summary		
Approved Change Orders	1. ORIGINAL	1. ORIGINAL CONTRACT PRICE
Number Additions	Deductions 2. Net change	2. Net change by Change Orders \$ \$932,838.90
	3. Current Co	3. Current Contract Price (Line 1 ± 2)
	(Column F	(Column F total on Progress Estimates) \$ \$7,300,806.81
	5. RETAINAGE:	
		X 5% of 50%
		c. Total Retainage (Line 5.a + Line 5.b) \$ \$312,486.29
	6. AMOUNT	S
TOTALS	7, LESS PRE	
NET CHANGE BY CHANGE ORDERS	8. AMOUNT 9. BALANCE	8. AMOUNT DUE THIS APPLICATION
	(Column G	(Column G total on Progress Estimates + Line 5.c above) S S5,511,131,38
Contractor's Certification		
I rie undestigned contractor certrices, 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 World covered by prior Applications for Payment.	unt of Work done under the Contract obligations incurred in connection with	(Line 8 or other - attmot explanation of the other amount)
(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 Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner.)	Work, or otherwise listed in or ne of payment free and clear of all vered by a bond acceptable to Owner	ded by: (Engineer) 8/23/18
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	cordance with the Contract Documents Payment of:	\$ 926,335,37 (Line 8 or other - attach explanation of the other amount)

Date: 8/27/18

Approved by:

Funding or Financing Entity (if applicable)

(Date)

is approved by:

(Owner)

(Date)

BOLDER CONTRACTORS

INVOICE

AMOUNT

8/22/18

316 Cary Point Drive

Cary, II 60013

(847) 236-0785

Fax: (847) 236-0786

SOLD TO:

Morton Grove Niles Water Commission

1000 Civic Center Drive

Niles, IL

MGNWC Transmission Main Contract 3

"INVOICE NUMBER

"INVOICE DATE

"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%	
		PREVIOUSLYPAID	6,061,985.15
			\$926,335.37
	MAKE ALL CHECKS PA	AYABLE TO:	PAY THIS

BOLDER CONTRACTORS

316 Cary Point Drive Cary, IL 60013

5

PARTIAL WAIVER OF LIEN

PAGE 1 of 1

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 C is the owner.

THE undersigned, for and in consideration of Nine hundred twenty six thousand three hundred thrity 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 Gwiasda, 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 Gwiasda - President of the corporation BOLDER CONTRACTORS, INC. who is the contractor for the Fairway Watermain Implied 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:

		CONTRACT	AMOUNT	THIS	BALANCE
NAMES	WHAT FOR	PRICE	PAID	PAYMENT	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 COMP	LETE	\$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

2018

Signature:

Robert Gwiasda, President Bolder Contractors, Inc.

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 re project location	garding the Morton on.	Grove-Niles Wat	er Commission advertising red	quirements for the	e changing of
06-29-2018 Research on	MGM late bid issue.	None	0.25	175.00	43.75
				Total Fees	437.50
			Total fo	or this Invoice	437.50
			Total Balance I	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	
Procuremen	t Issues		437.50		437.50	
			Total Balance Due	for Matter	437.50	
Open Invo	ices and Credit	rs ·				
Date	Transaction	Matter	Amount	Applied	Balance	
06-30-2018	Invoice 21123	Procurement Issues	437.50		437.50	
			Total Ralance Due	for Matter	437 50	

	Contractor's Application for Payment No.
Application ₄ Period	Application Date 9/6/2018
To MGNWC From (Contractor) Via (Engineer)	Via (Engineer)
Project MGNWC Contract 2 Contract West 30-Inch Transmission Main	
Owner's Contract No Contract No Engineer's Project No	Enumer's Project Co

Approved Change Orders NET CHANGE BY CHANGE ORDERS Number TOTALS Application For Payment Change Order Summary Addmons Deductions 9. BALANCE TO FINISH, PLUS RETAINAGE 2 Net change by Change Orders 4. TOTAL COMPLETED AND STORED TO DATE 8. AMOUNT DUE THIS APPLICATION... LESS PREVIOUS PAYMENTS (Line 6 from prior Application)...... 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5,c).... S: RETAINAGE: 3. Current Contract Price (Line 1 = 2). 1. ORIGINAL CONTRACT PRICE... (Column G total on Progress Estimates + Line 5.c above)... (Column F total on Progress Estimates). c. Total Retainage (Line 5.a + Line 5.b)... 10 00% Work Completed S \$1.042.842.34 Stored Material..... S \$14,069.630.00 \$ \$14,069,630,00 S \$4.684.048.90 S \$2,327,047,43 S S10,428,423,44 \$7,058,533,67 \$1.042.842.34 \$9,385,581.10

108/9/4 may 12/2/11	By Date A	Contractor Stenature		(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective	ne work owered by June Applications to Fayment, (2) Title of 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 covered by those Application for Payment, will pass to Owner at time of payment free and clear of all cores, security interests, and encumbrances (except such as are covered by a board acceptable to Owner indomnfring Owner gazants are specify to present or precently anchoracy; and	The undersigned Contractor certains, to the best of its knowledge, the following (1) All previous progress psyntems 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 Workshop and All Annual Contractors and the Contractor's legitimate obligations incurred in connection with	Contractor's Cortification
	Approved by	1	is approved by	Payment of	is recommended by	Payment of	
Funding or Financing Entity (if applicable)		(Owner)	(Line 8 or other - attach explanation of the other amount)	\$2,327,047.43	(Engineer)	11 Me 8 or offices have the systemation of the other amount	
(Date)		(Date)	ther amount)		9/6/18 (Date)	ther amount)	

WAIVER OF LIEN TO DATE

Gty # Escrow#

) SS

COUNTY OF COOK	Cook				
TO WHOM IT MAY CONCERN					
WHEREAS the undersigned has b	een amployed by	MGNWC			
To furnish	site utilities	8			
		Inch Transmission Main			
for the premises known as	MGNWC Contract 2 West 30	inch transmission mani			
of which	MGNWC			is t	he owner
The undersigned for and in a	consideration of	two million three hundred twe	nly seven thousand forly se	ven dollars and forly three	e cents
\$2,327,047.43	Dollars, and other good and va	aluable consideration, the receipt v	whereof is hereby acknowle	dged_do(es)	
hereby waive and release any and	all lien or claim of or right to, lie	n under the statutes of the State	of Illinois relating to		
mechanics' liens with respect to an	nd on said above-described pren	ises, and the improvements there	on, and on the material, fixto	ires,	
apparatus or machinery furnished	and on the moneys, funds or off	ner considerations due or to becon	ne due from the owner, on a	ccount of all labor service	es material
fixtures, apparatus or machinery, h					
		ly be formatice at any time herear	a. by the anadisigned for th	io debuto debutibos	
premises, INCLUDING EXTRAS .*					
Date: September 6, 2018	<u></u>	Company Name	DiMeo Bros., Inc.		
Signature and Title	John DiMeo (Secretary/Treas	Address	720 Richard Lane	Elk Grave, IL 60007	
* EXTRAS INCLUDE BUT ARE NO		/ //	TO THE CONTRACT		*
STATE OF ILLINOIS		CONTRACTOR'S AFFI	DAVIT		
) SS		No. Company Company		
COUNTY OF COOK					
TO WHOM IT MAY CONCERN					
The undersigned, being duly	sworn deposes and says that h	e is (Name) Jo	hn DiMeo		
(Position)	Secretary/Treasurer	of the (Company Name) Dif	Mao Bros., Inc.		
who is the contractor furnishing	site utilities				work on the
ouilding located at	MGNWC Contract 2 West 30	nch Transmission Main			
owned by	MGNWC				
That the total amount of the contract	ct including extras is	\$14,069,630.00	ог	which he has received p	ayment of
\$7,058,533.67	prior to this payment. That all	waivers are true, correct and gen	uine and delivered uncondit	lionally and	
that there is no claim either legal of	or equitable to defeat the validity	of said waivers. That the following	ig are the names and addre	ss of all parties who have	
furnished material or labor or both		-			
material entering into the construc			at the items mentioned inclu	ude all	
labor and material required to con	nplete said work according to pla				
		CONTRACT PRICE	AMOUNT	THIS	BALANCE
NAMES	WHAT FOR	INCLDG EXTRAS*	PAID	PAYMENT	DUE
	40.00			C 1 C 5 7 A 7 A A 9	\$1,121,343,50
DiMeo Bros Inc	Site Utilities	\$8,202 197 95	\$5 423 780 02	\$1 657 074 43	
Alliance Contractors, Inc.	Sub	\$1,740 946 15	\$78,168.08	\$0.00	\$1 662 778 07
Alliance Contractors, Inc. Arrow Road	Sub Sub	\$1,740,946,15 \$362,217,20	\$78,168 08 \$0 00	\$0.00 \$0.00	\$1 662 778 07 \$362,217 20
Alliance Contractors, Inc Arrow Road Bull's-Eye Boring, Inc	Sub Sub Sub	\$1,740,946,15 \$362,217,20 \$577,270,00	\$78,168 08 \$0 00 \$90,500 00	\$0.00 \$0.00 \$208,080.00	\$1 662 778 07 \$362,217 20 \$278,690 00
Alliance Contractors, Inc. Arrow Road Bull's-Eye Boring, Inc. Concrete Specialities	Sub Sub Sub Material	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00	\$78,168.08 \$0.00 \$90,500.00 \$40,840.00	\$0.00 \$0.00 \$208,080.00 \$42,633.00	\$1 662 778 07 \$362,217 20 \$278,690 00 \$37,527 00
Alliance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Speciallies Maintenance Coatings Co.	Sub Sub Sub Material Sub	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00	\$78,168.08 \$0.00 \$90,500.00 \$40,840,00 \$0.00	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00	\$1 662,778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00
Alliance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Speciallies Maintenance Coatings Co. Mid American Water	Sub Sub Sub Material Sub Material	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00	\$78,168,08 \$0,00 \$90,500,00 \$40,840,00 \$0,00 \$1,316,888,00	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00	\$1 662,778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00 \$663,543 00
Altiance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Specialties Maintenance Coatings Co. Mid American Water Midwest Brick Paving	Sub Sub Sub Material Sub Material Sub	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00 \$74,337 50	\$78,168.08 \$0.00 \$90,500.00 \$40,840.00 \$0.00 \$1.316,888.00 \$51,441.08	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00	\$1 662,778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00 \$663,543 00 \$22,896 42
Alliance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Speciallies Maintenance Coatings Co. Mid American Water	Sub Sub Sub Material Sub Material Sub Material	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00 \$74,337 50 \$28,000 00	\$78,168.08 \$0.00 \$90,500.00 \$40,840.00 \$0.00 \$1.316,888.00 \$51,441.08 \$12,763.00	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00 \$0.00 \$13,546.00	\$1 662 778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00 \$663,543 00 \$22,896 42 \$1,691 00
Altiance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Specialties Maintenance Coatings Co. Mid American Water Midwest Brick Paving Neenah Foundry Co.	Sub Sub Sub Material Sub Material Sub	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00 \$74,337 50	\$78,168.08 \$0.00 \$90,500.00 \$40,840.00 \$0.00 \$1.316,888.00 \$51,441.08	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00 \$0.00 \$13,546.00 \$6,145.00	\$1 662 778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00 \$663,543 00 \$22,896 42 \$1,691 00
Altiance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Speciallies Maintenance Coatings Co. Mid American Water Midwest Brick Paving Neenah Foundry Co. Perez Landscaping	Sub Sub Sub Material Sub Material Sub Material Sub Material	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00 \$74,337 50 \$28,000 00 \$500,000 00	\$78,168,08 \$0,00 \$90,500,00 \$40,840,00 \$0,00 \$1,316,888,00 \$51,441,08 \$12,763,00 \$24,460,00	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00 \$0.00 \$13,546.00	\$1 662,778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00 \$663,543 00 \$22,896 42 \$1,691 00 \$469,395 00
Altiance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Speciallies Maintenance Coatings Co. Mid American Water Midwest Brick Paving Neenah Foundry Co Perez Landscaping Traffic Control and Protection	Sub Sub Sub Material Sub Material Sub Material Sub Material	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00 \$74,337 50 \$28,000 00 \$500,000 00	\$78,168,08 \$0,00 \$90,500,00 \$40,840,00 \$0,00 \$1,316,888,00 \$51,441,08 \$12,763,00 \$24,460,00	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00 \$0.00 \$13,546.00 \$6,145.00	\$1 662,778 07 \$362,217 20 \$278,690 00 \$37,527 00 \$10,000 00 \$663,543 00 \$22,896 42 \$1,691 00 \$469,395 00
Alliance Contractors, Inc. Arrow Road Bull's-Eye Boring Inc. Concrete Speciallies Maintenance Coatings Co. Mid American Water Midwest Brick Paving Neenah Foundry Co Perez Landscaping Traffic Control and Protection All labor has been fully paid	Sub Sub Sub Material Sub Material Sub Material Sub Material	\$1,740,946 15 \$362,217 20 \$577 270 00 \$121,000 00 \$10,000 00 \$2,380,000 00 \$74,337 50 \$28,000 00 \$500,000 00	\$78,168,08 \$0,00 \$90,500,00 \$40,840,00 \$0,00 \$1,316,888,00 \$51,441,08 \$12,763,00 \$24,460,00	\$0.00 \$0.00 \$208,080.00 \$42,633.00 \$0.00 \$399,569.00 \$0.00 \$13,546.00 \$6,145.00	\$1 662,776,07 \$362,217,20 \$278,690,00 \$37,527,00 \$10,000,00 \$663,543,00 \$22,896,42 \$1,691,00 \$469,395,00

labor or other work of any kind done or to be done upon or in connection with said work Signature; Date: September 6, 2018

D

SUBSCRIBED AND SWORN TO BEFORE ME THIS

Comple Budgeot A PUBLIC STEEP OF ILLIAUIS My Commission Expires Col 31, 2019

*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		Gty	#		
COUNTY OF Lake					
		Loan	#		
TO WHOM IT MAY CONCERN:					
WHEREAS the undersigned has been	employed by Dimeo Brother	s, Inc.			
to furnish augering/boring	15				
	2- West Segment MGNWC Wa	eter Transport, Cook C		the owner	
of which Morton Grove Niles Water Co	omission			the owner	
The undersigned, for and in consid	teration of One Hundred Seve	enty Two Thousand Or	e Hundred Sixty 00/10	0	
\$ 172,160,00) Dollars and off tereby waive and release any and all lie	ner good and valuable considers	eration, the receipt whe	ereot is nereby acknow he State of Illinois, rela	leagea, ao(es) tina to	
nechanics' liens, with respect to and on	said above-described premis	es, and the improvem	ents thereon, and on th	e material,	
xtures, apparatus or machinery furnish	ed, and on the moneys, funds	or other consideration	is due or lo become di	ie from the	
wner, on account of labor, services, ma t any time hereafter, by the undersigne			urnished, or which may	be furnished	
tany time herealter, by the undersigne	d for the above-described pre	iilises.			
Given under		my hand	and seal _	on	this
Oth	day of	August 2018) /		
	7.		10		
	Signature and Seal				
NOTE: All waivers must be for the full a	mount paid. If waiver is for a	corporation, corporate	name should be used	, corporate seal	
ffixed and title of officer signing waiver	should be set forth; if waiver is				
artner should sign and designate himse	elf as partner				
	CONTRA	CTOR'S AFFIDAVIT			
TATE OF ILLINOIS)					
OUNTY OF Lake					
O WHOM IT MAY CONCERN:					
THE undersigned, be	ing duly sworn, deposes and s	says that he is Manue	Ballestero, Vice Presi	dent	
The and-roighed, be		's-Eye Boring, Inc.	Daniel Tree Tree		
ho is the contractor for the augering/b			MITTOURNE COLUMN		work on the
ilding located at Contract 2 ned by Morton Grove Niles Water Co	2- West Segment MGNWC W	ater Transport, Cook (County, IL		
nat the total amount of the contract inc		577,270.00	on which he has red	eived payment of	
\$ 90,500.00 prior to this payn	nent. That all waiv				
ere is no claim either legal or equitable ave furnished material or labor, or both					
ork or for material entering into the con					
entioned include all labor and material		k according to plans a	ind specifications:		DALANOE 1
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Materials from fully paid stock	augering/boring	577.270.00	90 500 00	172,160 00	314,610 00
delivered in our trucks					
TOTAL LABOR AND MATERIALS		577 270 00	90,500 00	172,160.00	314,610.00
at there are no other contracts for said aterial, labor or other work of any kind					
	done of to be done apon of m	/			
Signed this 20th		1	August August		2018
	Signature:	1			
				Autoriant	2019
Subscribed and sworn to before	e me this 20th		lay of	August .	2018
		10	111	>	
	(.		1		
	Ć.				
		DEFICIAL	SEAL	3	
		OFFICIAL ANNA MAR	11	}	
		ANNA MAR	IE COTTO		
	and the same of th		IE COTTO TATE OF ILLINOIS		

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS	}	Gty	<i>(</i> #		
COUNTY OF Lake	}				
		Loan	n #		
TO WHOM IT MAY CONCE	RN:		-		
WHEREAS the undersigned has	s been employed by Dimeo Broth	ers Inc			
to furnish augering/boring	s been employed by Diffied Broth	era, mo			
	tract 2- West Segment MGNWC \	Water Transport, Cook C	County, IL		
of which Morton Grove Niles W				is the owner	
The undersioned for and in	annidated of Thirt Fire Thou	and Nine Unaded Two	nt. 00/100		
(\$ 35,920.00) Dollars a	consideration of Thirty Five Thous and other good and valuable consi d all lien or claim of, or right to, lier	deration, the receipt who	ereof is hereby acknow	wledged, do(es) ating to	
mechanics' liens, with respect to	and on said above-described prem	ises, and the improvem	ents thereon, and on t	the material,	
fixtures, apparatus or machinery t	furnished, and on the moneys, fun	ds or other consideration	ns due or to become d	lue from the	
	ces, material, fixtures, apparatus o		urnished, or which ma	y be turnished	
at any time nereafter, by the unde	ersigned for the above-described p	remises.		11 1	
Given under		my hand	and sea	/ on /	this
28th	day of	August , 2018	///		
	Signature and Se	al:	0///		
NOTE All -1	•				
	e full amount paid. If waiver is for				
partner should sign and designate	waiver should be set forth; if waive	r is for a parmership, the	e parmersnip name sn	ould be used,	
partition should sight and designate	e fillitisen as partifer.				
	CONTR	ACTOR'S AFFIDAVIT			
STATE OF ILLINOIS	3				
COUNTY OF Lake	}				
TO WHOM IT MAY CONCERN:					
THE undersian	ed, being duly sworn, deposes and	i says that he is Manue	l Ballestero, Vice Pres	ident	
		ull's-Eye Boring, Inc.			
	0.110	uii s-cye bornig, mc.			
who is the contractor for the auge	ering/boring				work on the
building located at Cor	ering/boring ntract 2- West Segment MGNWC		County, IL		work on the
building located at Communication Communicat	ering/boring ntract 2- West Segment MGNWC ater Comission	Water Transport, Cook		projugal naumant of	work on the
building located at Colowned by Morton Grove Niles Wa That the total amount of the contri	ering/boring ntract 2- West Segment MGNWC ater Comission act including extras is \$			eceived payment of	work on the
building located at Colowned by Morton Grove Niles Wather That the total amount of the contrast 262,660.00 prior to this	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is \$ is payment. That all wain	Water Transport, Cook (577,270.00	ол which he has re		work on the
building located at Colowned by Morton Grove Niles Wather that the total amount of the contract S 262,660.00 prior to this there is no claim either legal or equal to the contract of the cont	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is \$ is payment. That all wain juitable to defeat the validity of sai	Water Transport, Cook of 577,270.00 d waivers. That the follow	ол which he has re	f all parties who	work on the
building located at Colored wind by Morton Grove Niles Wath the total amount of the contribute is no claim either legal or equal to the contribute of the colored work or for material entering into the colored work or for the colored work or for the colored wor	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is \$ is payment. That all wain juitable to defeat the validity of sain or both for said work and all parties the construction thereof and the an	Water Transport, Cook of 577,270.00 d waivers. That the follows having contracts or submount due or to become	on which he has re owing are the names o o contracts for specific due to each, and that	f all parties who portions of said	work on the
building located at Colowned by Morton Grove Niles Wather the total amount of the control S 262,660.00 prior to this there is no claim either legal or equal to the furnished material or labor, or	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is \$ is payment. That all wain juitable to defeat the validity of sain or both for said work and all parties the construction thereof and the an	Water Transport, Cook of 577,270.00 d waivers. That the follows having contracts or submount due or to become york according to plans a	on which he has re owing are the names o b contracts for specific due to each, and that and specifications:	f all parties who portions of said the items	
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building located at Colowned by Morton Grove Niles Wather that the total amount of the contract S 262,660,00 prior to the there is no claim either legal or explain furnished material or labor, of work or for material entering into the mentioned include all labor and materials from fully paid stock	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is \$ is payment. That all wain juitable to defeat the validity of sain or both for said work and all parties the construction thereof and the an aterial required to complete said w	Water Transport, Cook of 577,270.00 d waivers. That the folions having contracts or submount due or to become fork according to plans a CONTRACT PRICE	on which he has re owing are the names o b contracts for specific due to each, and that and specifications: AMOUNT PAID	f all parties who portions of said the items THIS PAYMENT	BALANCE DUE
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building located at Corowned by Morton Grove Niles Wath the total amount of the contract S 262,660.00 prior to this there is no claim either legal or equave furnished material or labor, of work or for material entering into the mentioned include all labor and materials from fully paid stock delivered in our trucks TOTAL LABOR AND MATERIAL TOTAL LABOR AND MATERIAL CONTRACT CONTR	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is S is payment. That all wais juitable to defeat the validity of said or both for said work and all parties the construction thereof and the an aterial required to complete said w WHAT FOR augering/boring RIALS TO COMPLETE for said work outstanding, and that	Water Transport, Cook of 577,270.00 displaying contracts or substituting to plans a CONTRACT PRICE 577,270.00 577,270.00 there is nothing due or	on which he has reported and specifications: AMOUNT PAID 262,660,00	f all parties who portions of said the items THIS PAYMENT 35,920 00	BALANCE DUE 278,690 00
building located at owned by Morton Grove Niles Wath That the total amount of the contributer is no claim either legal or equal there is no claim either legal or equal to the form of the material or labor, of work or for material entering into the mentioned include all labor and materials from fully paid stock delivered in our trucks TOTAL LABOR AND MATER That there are no other contracts in material, labor or other work of any	ering/boring intract 2- West Segment MGNWC ater Comission act including extras is S is payment. That all wais juitable to defeat the validity of said or both for said work and all parties the construction thereof and the an aterial required to complete said w WHAT FOR augering/boring RIALS TO COMPLETE for said work outstanding, and that	Water Transport, Cook of 577,270.00 d waivers. That the folions having contracts or substituted the folions at the folions of the folions at	on which he has reported and specifications: AMOUNT PAID 262 660 00 262 660 00 to become due to any work other than above	f all parties who portions of said the items THIS PAYMENT 35,920 00 35,920 00 person for stated.	BALANCE DUE 278,690 00
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OFFICIAL SEAL
ANNA MARIE COTTO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Mar 2, 2020

Material PARTIAL WAIVER OF LIEN TO-DATE

STATE OF Illinois		
SS.	Gty #	
County of Will	Loan #	
TO WHOM IT MAY CONCERN:		
WHEREAS the undersigned has been employed by	Di Meo Bros., Inc.	_ to furnish
concrete structures for the premise		-f.uhi-h
MGNWC Contract 2 W	est 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 value	able considerations, the receipt whereof is hereby acknowledged, or	do(es)
furnished, and on the moneys, funds or other consideratio labor, services, material, fixtures, apparatus or machinery, INCLUDING EXTRAS.* Company Name: Concrete Specialties	e improvements thereon, and on the material, fixtures, apparatus or ons due or to become due from the owner, on account of , furnished to this date by the undersigned for the above-described	
Address: 780 S. Material Rd. Romeoville, IL		
Given under my hand and seal this 30TH *EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE	Signature and Seal: Typed Name: James M. Nondorf Typed Title: President SE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.	Nobel
EXTRA MOLOGE BOT ARE NOT ENVITED TO CHANG	SE CREETO, BOTH CIVIL AND WITH LINE TO THE CONTINUE.	

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

day of

August

2018

23rd

Mid American Water of Wauconda, Inc.

Seal

There Tuen

SIGNATURE

Ceal

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.

Sea!

Vere Tuon

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, II. 60188 Phone: 630-653-5440

Fax: 630-653-0170

PARTIAL LIES WATER

SOLUTION OF LAKE

TO 2014 WINDERS AND A STREET WAS A STREET

vigens 8 dr N

Whereas, the indesign cambridge by DiMeo Brossma.

Jescribed to furnish landscape section a viceXWC Contract. West that we of Cook Illinois and which Motion Grove in the Country of Cook.

Dollars, and other good and allowed acknowledge by the undersigned is a right to, lien, under the statute and respect to and on said above is an inaterial. Fixtures apparate the considerations due on the said above services, material actually apparate to the furnished at any time actual actual contractor of the said owner to the

Solds

here

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in a sen under the hand and seat in the light regular in

28 - August ...

Yell

ADRIANA X PEREZ
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF ILLINOIS
MY COMMISSION EXPIRES
MARCH 23, 2020

			9
	2 AMO	BY	NET CHANGE BY
LESS PREVIOUS PAYMENTS (Line 6 from prior Applicativa) \$ 33,503,117.99	: LESS	N.S.	TOTALS
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	& AMOI		
c. Total Retainage (Line S.a + Line S.b) S S486,577.59			
b. X Stored Material S			
2. 10% X \$4,865,775.89 Work Completed \$ \$486,577.59			
JNAGE:	5. RETAINAGE:		
(Column F total on Progress Estimates)	(Colur		
* TOTAL COMPLETED AND STORED TO DATE	t TOTA		
1. Current Contract Price (Line 1 ± 1)	1. Curre		
2. Net change by Change Orders	Deductions 2 Net ch	Additions	Number
1. ORIGINAL CONTRACT PRICE \$ \$8,291,500.00	1. ORIG	a	Approved Change Orders
		Change Order Summary	
	8	Application for Payment	
Engineer's Project No :	Contractor's Project No 17C69	-	Owner's Contract No
	Contract:	we, IL	Project: Morlan Grave, IL
Via (Enginees): Stanley Group	From (Contractor): DN Tanks. Inc	NE IL	To Morton Grave, IL (Owner):
	Period		
Application Date: 8/31/2018	Application 7/28/2018 - 8/31/2018	VIRACT TEE	ENGINEERS JOINT CONTRACT
tion for Payment No. 4	Contractor's Application for Payment No.	W	

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 dome under the Contract have been applied on account to dischage Contractor's legislimate obligations incurred in connection with the Work covered by pror Applications for Payment, spiritual to all Work, rederiving 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 for an ecovered by a bond acceptable to Owner independing Owner against any such Liers, security interest, or encumbrances; and

[3] All the Work covered by this Application for Payment is in accordance with the Contract Documents and so tol defective. Bellow Payment of: Approxed by: is approved by: Payment of: is recommended by Funding or Financing Entity (if applicable) (Line 8 or other, and (Line 8 or other - attach explanation of the other amount) (Owner) away of the other amount) 70.31 (Dale) (Date) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

to the second to				A S. Hallon Applic				
(pplication Hemed	7/28/2018 - 8/3 (-2018)			Sophianon Dele				
					21141			
			Work Langleyd	molerid	10)	71		n
	A.	D		B				
Political Science of the state	Cescription	Separated Value (\$1)	From Brancos Sppheration	The Pages	Stop 22 (not 1) C at Dr	HAR SOMEWAY	7. D	Bullings to Pural.
	Nobilization Demobilization and General Consultant	63,609,03	\$50 and on			(E D -8)		
	Layout and Survey	535,000,000	CATACA AND			(5) 000 000	100.001	
	Testing Program.	ACCED VISS	200 000 000			N1) 900 60	360 001	
	Foundanc Assken	3832-255.00	5445 575 776			550,000,00	100.00	
	Payment and Performance Bond	SE 180 V.15	11 12/10/12			00.920.2639	9,911.001	
	Spot Remova.	\$58,300 00	36 300 AC			\$1,181,03	106 450	
	Deep Foundation Inspections	Sprawa of S	226 0495 201			2.5 300 00	100.00	
	DN Janks the Fee for Deep Foundation System	L7 500 e.E3.	510,107.0			DO 000 653	120,000	
	Desp Franciston Consigues y	0.0 0.00 c.da.	50 50 5°	25 10 10 10		3.00.003.4.2	100.00	100.051
	FILTHEORY Besign Distances Calculation and Indicates	0u 1: t-1:03	Cn11# [953	2007		10° 058/058	107 (8)	
	Footing and Story complete	\$6.95.2088	- SEST 276 (III)			3.55.444.00	14,000	
	Casting Worl Page's	5275 383 Do	\$8.6.4 \$H56	2,169,1458		00 totals	ASS BITTE	
	Casting Comp Panels	D. 296 3056	26.516.44	21914-052		100 Co. 3000	100000	
	Direct State Spirit (S 80) South	\$47.576.00	JP 3 H 10 T	Ur 951 L/PS		20.9531128	200 000	
	Service Section 19	35 C 542 -50		8261 794-48		8F 96_ FCS		43.20 - 62.50
	Poster of the Control	MUNKE LOPS		SE DZ7 75: 05		8152 224 18	*#1 EN	\$309.061.53
	Para Company	50.8 11 1985						ACT IN IN
	THE WAI SHOULD CAN DO BE SHE AND SHOW	(III)2-90-92-03-]	SET 1977 W
	Picellebrae	00 v 21 v 25 s						00 541 135
	V-10×40×0044	4700 C 10 CO						3704,551,00
	Country eyeren	20.900, 13.13						2300 834 00
	Stin and Remove Daine Shaint Int Form	5260 727 00						40,907,3815
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100	Irle Risers	- AD175 P.O.		4 6 1 1 1		20,713 30	26.0%	GN D27498
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	Soil firm so and Sedimonathly Curryal	S011103	COL 1 2/2					DC 658 (24
	Site Denightion	AT AT THE	Minel Sta			00011723	260 (10)	
	Jank Exception	CON 163 C	#377 1/12 W			53-560 05	35 0%	\$7,042 - 3
	Landing Base Maurial		24.74.143 A)			5224 43 00	80,00	
	Wart Area Assent Rough and Wite-Winding Track Prop	- AUT 54 U.S.S.	0.000			57100076	360.00	
	Tank Mades-From Pigrey	0.000000	2. 11 14A			98-16:38	50.05	555,708 ##
	Buckfill and Sad Responsion	COS MATERIAL SECTION AND ADDRESS OF THE PARTY OF THE PART	W. CC SAIR			00.248.561\$	170 (471)	
		SECOND TO SECOND						32 576 573
	Totalt	58,292,500.60	\$3,892,364,43	5973.411.46				

By: William Marshalla Director of Operations	Contractor Signature	Payment, will pass to Owner at time of payment free and clear of all	 All previous progress payments received from Owner on account 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) Tractors of Montractors 	Contractor's Certification The undersigned Contracto following:		CHANGE ORDERS	TOTALS					Number	Approved Change Orders	O A	Owner's Contract No.: 00-52-13	Project: Contract 6 MGNWC	100	100	DICDC
rations	Tilli	tin or covered by the mer at time of pays	payments received naract have been ag gatimate obligation y prior Application	an tor certifies, to the			\$0.00					Additions		Application For Payment Change Order Summary	0-52-13	Imtermediate Pump Station	Niles Water		Account of the control of the contro
Date: 8/31/2018	mule	nt incorporated in said his Application for nent free and clear of all	(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) Telescand Worked.	Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following:		\$0,00	\$0.00					Deductions		ment mary	Contractor's Project No.:	Contract:	From (Contractor). Joseph J. Henderson & Son, Inc.		Contractor'
Approved by:	is approved by:	Payment	is recommended by	Payment	(Column G total)	8. AMOUNT DUE 9. BALANCE TO F	7. LESS PREVIOU	b. 10% c. Total Re	5. RETAINAGE: a. 10%	(Column F total	3. Current Contrac	2. Net change by C	L ORIGINAL CO		1353-00		on & Son, Inc.	7/1/2018-8/31/2018	s Applicati
Funding or Financing Entity (if applicable)	(Owner)	\$(Line 8 or other - attach explanation of the other amount)	(Enginber)	\$ \$217734.53	(Column G total on Prugress Estimates + Line 5.c above)	8. AMOUNT DUE THIS APPLICATION	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	b. 10% X C. Total Retainage (Line 5.a + Line 5.h)	X \$24,192.73 Work Con	(Column F total on Progress Estimates)	3. Current Contract Price (Line 1 ± 2).	2. Net change by Change Orders	NTD ACT PRICE		Engineer's Project No.:		Via (Engineer): Stanley Consultants, Inc.	Application Date:	Contractor's Application for Payment No.
(Date)	(Dute)	ion of the other amount)	tion of the other amount) 9/5/// (Date)	53	\$ \$2,756,265.47	\$ \$217,734.53	\$ \$217,734,53	\$ \$0.00 \$ \$24,192.73	\$ \$241,927.20	6 674 star	\$ \$2,974,000.00	\$ \$2,974,000.00					ultants, inc.	8/31/2018	_

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS)					GTY#_	
COUNTY OF LAKE) SS				LOAN #	
TO WHOM IT MAY CON	CÉRN:			SUBCONTRACT	OR P.O. #	
148 FEDER DAGE CONTROL						
WHEREAS THE UNGERSIG	ned has been employed by to fur	nieh		e Niles Water Con neral Contractor	1MISION	
	for the premises know			VC Imtermediate P	umn Station	
	ol w		Norton Grove Niles Wat			the Owner
THE undersigned, for an			Seventeen Thousand			
\$217,734.53	a in consideration of	Dollars, and other good				
with respect to and on sa and on the moneys, fund	release any and all lien or cl Id above-described premises s or other considerations due o this date by the undersigne	s, and the improvements the o or to become due from the	reon, and on the materi owner, on account of la	ial, lixtures, appara	itus or machinery fur	nished,
Giv	en under my hand and seal	this 31	day of	August	2018	
	The second of th		Willia		001	
		Signature and Seal:	Millia	- 100	where	
	be for the full amount paid. If set forth; if waiver is for a pa	rtnership, the partnership na	*	riner should sign a		
STATE OF ILLINOIS}			TIADIQII G ALLIDATII	-		
COUNTY OF LAKE) SS					
TO WHOM IT MAY CON	•					
	lersigned, being duly sworn,	deposes and says that he is	William Marshalla, Dir	ector of Operations	3	
		of the	Joseph J. Henders	on & Son, Inc.		
		who is the contractor for the	Contract 6 MGNWC in	ntermediate Pump	Station	
		rk on the building located at				
			Morton Grove Niles W			
hat the total amount of th	e contract including extras is	-	\$ 2,974,000.00			
on which he has received	payment of	\$0.00	prior to this payment. T	Fhat all waivers are	true, correct and go	anuine and
arties who have furnished intering into the construct	and that there is no claim eith d material or labor, or both, fo ion thereol and the amount of fing to plans and specificatio	or said work and all parties h tue or to become due to eac	naving contracts for spe	cilic portions of sa	id work or for materi	al
			CONTRACT	AMOUNT	THIS	BALANCE
	AMES	WHAT FOR	PRICE	PAID	PAYMENT	DUE
OSEPH J HENDERSON	& SON, INC	GENERAL CONTRACT	\$2,974,000 00	\$0.00	\$217,734 53	\$2,756,265.47
		Per attached				
		Sworn Statement				
	*					
OTAL LABOR AND MAT	ERIAL TO COMPLETE		\$2,974,000.00	\$0.00	\$217,734.53	\$2,756,265.47
	ntracts for said work outstand			e to any person for	material, labor or of	ther work
of any kind done or to be d	one upon or in connection w Signed this	ith sald work other than abo 31 Signature:	ve stated. day of Willi	August //	2018 aushable	_
ubscribed and sworn to b	efore me this	31	day of	August	2018	
OFFICIAL S CHRISTINE A NOTARY PUBLIC, STAT My Commission Expires N	A. TATE	Notary Signature & Seal	ne ho	Take		

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS)				GTY#	
COUNTY OF LAKE) SS				LOAN #	
TO MUNICIPALITATION DOLLORS.			SUBCONTRACT	OR P.O. #	
TO WHOM IT MAY CONCERN:					
WHEREAS the undersigned has been employed by		Modes Gree	Niles Water Cor	amielan	
	ımish		eral Contractor	illingion	
for the premises know		Contract 6 MGNW		rumn Station	
					s the Owner.
		ionon Grove Niles Wat			
THE undersigned, for and in consideration of \$217,734.53	Dollars, and other good	Seventeen Thousand			
do(es) hereby waive and release any and all lien or					
with respect to and on sald above-described premise	_				
and on the moneys, lunds or other considerations du					
or machinery, furnished to this date by the undersign				,,	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Given under my hand and sea	l this 31	day of	August	, 2018	
		1 1501.	000	001	
	Signature and Seal:	Mille	- YVC	mekette	
	55.7				
NOTE: All waivers must be for the full amount paid.	· · · · · · · · · · · · · · · · · · ·	•			
signing waiver should be set forth; if waiver is for a pr	artnership, the partnership nan	ne should be used, par	tner should sign a	nd designate himse	if as partner
A STATE OF THE STA	HONORADO POR PROPERTO DE LA COMPANSIONA				-
	CONTR	ACTOR'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 Marshalla, Dire	ctor of Operations	3	
	of the	Joseph J. Henderso	n & Son, Inc.		
	who is the contractor for the	Contract 6 MGNWC In	termediate Pump	Station	
\ \	ork on the building located at 3	Skokie Sculpture Park	South of Emerso	Village of Skokie, IL	
	owned by !	Marton Grove Niles Wa	ter Commision		
That the total amount of the contract including extras i		\$ 2,974,000.00			
on which he has received payment of	\$0.00 \$	prior to this payment. T	hat all waivers are	true, correct and g	enuine and
delivered unconditionally and that there is no claim eit	her legat or equitable to delea	t the validity of said wa	ivers. That the fol	lowing are the name	es of all
parties who have furnished material or labor, or both,	,	-			
entering into the construction thereof and the amount		, and that the items me	ntioned include a	Il labor and material	required to
complete said work according to plans and specification	ons:	221/20107	71701157	71110	041 21100
A1494F0	10411075555	CONTRACT	AMOUNT	THIS	BALANCE
NAMES	WHAT FOR	PRICE	PAID	\$217,734 53	DUE \$2,756,265.47
JOSEPH J HENDERSON & SON, INC	GENERAL CONTRACT	\$2,974,000 00	\$0.00	Ø€ 17,734 33	92,100,200,4/
Fig. 1. (1. (1. (1. (1. (1. (1. (1. (1. (1.	Swom Statement				
	Divoni StateMent				54-142 - III II - II - I
TOTAL LABOR AND MATERIAL TO COMPLETE		\$2,974,000.00	\$0.00	\$217,734.53	\$2,756,265.47
hat there are no other contracts for said work outstan	ding, and that there is nothing		to any person for		
of any kind done or to be done upon or in connection w			, ,		
Signed this		day of	August	2018	
*		1 = 00=	7/10	0 11	
	Signature	wille	~ / M	disheth	
	7				
ubscribed and swom to before me this	31	day of	August	2018	
	/// .		1		
OFFICIAL OFFI	/// L	//	1		
OFFICIAL SEAL	11 / marin	re U O	ace		
CHRISTINE A. TATE	Notary Signature & Seal				
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires November 5, 2021					
Sommosion copies November 5, 2021	-				



Joseph J. Henderson & Son, Inc.

4288 Old Grand Avenue Gurnee, IL 60031 (847) 244-3222 INVOICE

15072

Morton Grove Niles Water Commission

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 Approved Change Order	\$2,974,000.00 \$0.00
Current Contract	\$2,974,000.00
Work Completed to Date	\$241,927.26
Less Retentions	\$24,192.73
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@wrbllc.com" <bill@wrbllc.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.

Shawn D. Gustafson, PE PMP

Senior Project Manager



Chicago, IL 60631-2801

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

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

August 28, 2018 Project No: Invoice No:

27793.01.00 0207850

Invoice Total

78,672.48

		Through July 28, 2018	Total Hours	Г	Total Fee	Hourly F	ee	Invoice	E	mployee	Del	iverable
Task	Task Name	Deliverable	Name	Pos	ition			Hours	Т	otal	Tot	al
M.1	General Expe	enses (Stanley)		8	8,850							
EXP	Travel Expens	e (Agency Visits), Mailing,	62 Miles @ \$0.545									
	Reproduction,	and Misc.								0%	\$	33.79
Α	Project Memi	, Admin & Assistance (Stanley)	3,173.0	8	524.773	THE LET	10.0	ALE H			7.5	
01A	Revenue Adju											
		27-002-00-0									S	
01A	Deliverable M	ITGS1 - Meetings	299.0	S	49,516							
					3.15 times		0%	0.0		0%	\$	
01A	Deliverable P	A001 - Project Assistance	868.0	S	133,019							
					3.15 times		0%	0.0		0%	\$	
01A		M001 - Project Mgmt	1,237.0		207,788							
	Project Manag	ement, Project Cost and Schedule	Gustafson, Shawn	Proj	ect Manager	\$ 6	9.23	24.0	\$	1,661.52		
	Control, Project	ct Administration, Monthly										
	Progress Repor	rt, Project Contract Sequencing,										
	Improvements	Scheduling, & Construction Ops										
	Plan, and Proje	ect Development Report Updates.							_			
					3.15 times		2%	24.0	_	3%	\$	5,233.79
01A	Deliverable Pl	RMT1 - Permit Mgmt	219.0	\$	36,120				_			
					3.15 times		0%	0,0	_	0%	\$	
Delivera		Project Mgmt & Assistance	550.0	_	98,330	e 2	4.62	14.5	\$	501,99	_	
	Design Service	es During Construction	Carter, Zachary		C Engineer		4.6∠ 9.90	91.0		2,720.90		
- 1			Colby, Michael		l Engineer l Engineer		0.29	27.0	\$	817.83		
			de Rosario, Brendon Grass, Curt		l Engineer		3.99	5.5	\$	186.95		
			Grass, Curt Grau, Tyler		l Engineer l Civil Engineer		2.88	6.0	\$	317.28		
			Kennedy, Jean		in Assistant		6.58	2.0	\$	53.16		
- 1					ect Manager		8.34	4.0	\$	313.36		
- 1			Homas, Lawrence	Lioje	3.15 times		27%	150.0	Ψ	16%	\$	15,471.13
	(Introduce Barro I	Pump Station, Contract 6	2,203,0		324,253		2770	150.01	-11	1070		10,111,120
		Contract 6 Design	1,797.0		258,038							
	PKG1F	ontract o Design	107710		3.15 times		0%	0.0		0%	\$	
		Contract 6 DSDC	406.0	S	66,215							
					Mech Engineer	\$ 58	8.15	2.0	\$	116.30		
	Pump Station				C Engineer		4.62	11.0	\$	380.82		
I	p oon				Engineer		9.90	23.0	\$	687.70		
- 1					C Engineer		5.70	2.0	\$	71.40		
	1				trical Engineer	\$ 38	8.94	6.5	\$	253.11		
					ect Manager		3.34	18.5	\$	1,449.29		
i i	1				3.15 times		16%	63.0		14%	\$	9,319.65

Task	Task Name	Deliverable	Total Hours	Total Fee	Hourly Fee	Invoice	Employee	Deliverable
1 45K	Task (Valle	Deliverable	Name	Position		Hours	Total	Total
G	Nagle Avenu-	Pump Station, Contract 7	2,883.0	\$ 430,062				
Delivera	able PKG1G -	Contract 7 Design	2,355.0	\$ 343,574				
01G	PKG1G			3.15 times	0%	0.0	0%	\$ -
Delivera	able PKG2G -	Contract 7 DSDC	528.0	\$ 86,488				
01G	Nagle	Design Services During	Bovenkamp, Jon	Lead Mech Engineer	\$ 58.15	2.0	\$ 116.30	
	Avenue	Construction	Carter, Zachary	1 & C Engineer	\$ 34.62	7.0	\$ 242.34	
	Pump Station	A A CONTRACTOR OF A CONTRACTOR	Colby, Michael	Civil Engineer	\$ 29.90	5.0	\$ 149.50	
	6.5		Hill, Matthew	I & C Engineer	\$ 35.70	3.0	\$ 107.10	
) ^T	Talukdar, Arundhatee	Electrical Engineer	\$ 38.94	2.5	\$ 97.35	
			Thomas, Lawrence	Project Manager	\$ 78.34	7.0	\$ 548.38	
				3.15 times	5%	26.5	5%	\$ 3,972.06
11	MGNWC Sta	ndpipe, Contract 8	834.0	S 133,384		"		
Delivera	William Control of the Control of th	Contract 8 Design	396.0	\$ 57,392				
	PKG1H			3.15 times	0%	0.0	0%	\$ -
Delivera	ble PKG2H -	Contract 8 DSDC	438.0	\$ 75,992				
01H	Standpipe	Design Services During	Colby, Michael	Civil Engineer	\$ 29.90	1.0	\$ 29.90	
,535		Construction	Thomas, Lawrence	Project Мапацег	\$ 78.34	9.5	\$ 744.23	
				3.15 times	2%	10.5	3%	\$ 2,438.51
	General Civil	Design	1.354.0	\$ 179.598				
	CIV01			3.15 times	0%	0.0	0%	\$ -
Delivera	ble FOPT1 - C	Contract 9 DSDC	157.0	\$ 26,708				
		Design Services During	Kowalczykowska, Beata	Designer	\$ 34,80		S -	
		Construction		ŭ				
				3.15 times	0%	0.0	0%	\$ -
(E I	Materials Pro	curement, Contract 5	324.0					
01J	PKGIJ		1	3.15 times	0%	0.0	0%	\$ -
	Project Biddi	19	304.0					
	PKGIK			3.15 times	0%	0.0	0%	\$ -
		ation Program	144.0			7 17 2		
	PKGIL			3.15 times	0%	0.0	0%	\$ -
	THE PERSON NAMED IN COLUMN TWO	SW Detention & 20" WM	28.0	Commission of the Commission o			THE RESERVE	"
	PKGIN			3.15 times	0%	0.0	0%	\$ -
0		total (Stanley)	11,404.0					
	540	(~~~~)	12270710	111001000	2%	274.0	2%	\$ 36,468,93

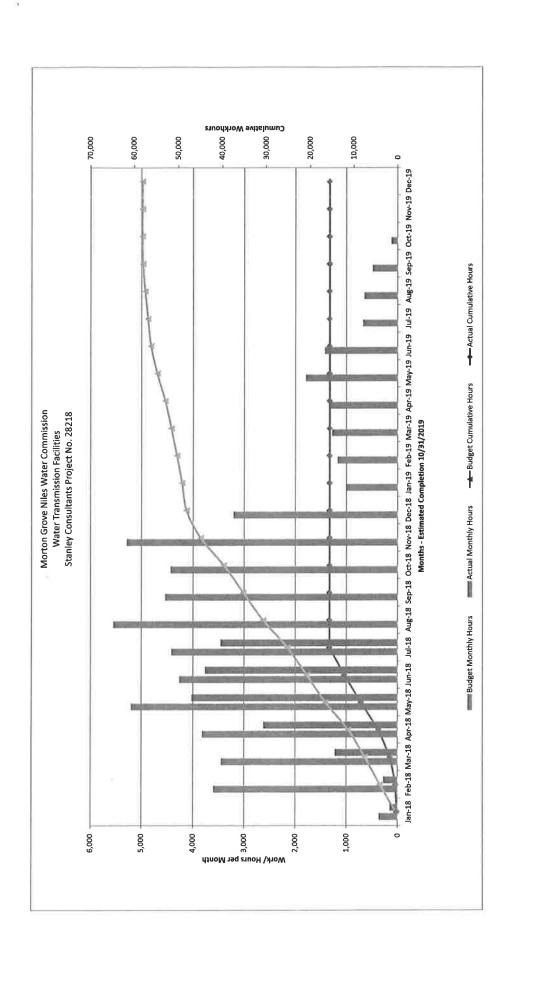
B East 30" Transmission Main Package - Applied Technologies 5.98.50 5.98.50 5.98.50 5.00 7.10.565 5.00 7.10.565 5.00 7.10.565 5.00 7.10.565	% \$ 7,4 % \$ 1,9 % \$ % \$ % \$ % \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,686 7,435 168 1,996	\$ S	0% 2% 0%	1.5 12.5	\$ 710,565 1% \$ 99,390 8% \$ 725,092 \$ 625,992 0% \$ 99,100 2% \$ 888.547 \$ 786,537 0% \$ 102,000	5,221.0 764.0 5,550.0 4,836.0 714.0 6,329.0 5,587.0	Contract 1 Design SUB01 East Segment 30" Transmission Main, Contract 1 Contract 1 DSDC SUB1A Design Services During Construction Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 Contract 2 DSDC SUB2A Design Services During Construction D 20" Transmission Main Package - Strand Contract 3 Design SUB03 20" Transmission Main, Contract 3
SUBOI East Segment 30" Transmission Main, Contract I 1% 56.0 1% Contract I DSDC 764.0 \$ 93.90 SUBIA Design Services During Construction 8.8% 62.5 7% 7% 7% 7% 7% 7% 7% 7	% \$ 7,4 % \$ 1,9 % \$ % \$ % \$ % \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,435 168 1,996	\$ S	7% 0% 2% 0%	1.5 12.5	\$ 99,390 \$ 99,390 8% \$ 725,092 \$ 625,992 0% \$ 99,100 2% \$ 888.547 \$ 786,537 0% \$ 102,000	764.0 5,550.0 4,836.0 714.0 6,329.0 5,587.0	SUB01 East Segment 30" Transmission Main, Contract 1 Contract 1 DSDC SUB1A Design Services During Construction C West 30" Transmission Main Package - Ciorba Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 Contract 2 DSDC SUB2A Design Services During Construction D 20" Transmission Main Package - Strand Contract 3 Design SUB03 20" Transmission Main, Contract 3
Contract DSDC SUB A Design Services During Construction Systems	% \$ 7,4 % \$ 1,9 % \$ % \$ % \$ % \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,435 168 1,996	\$ S	7% 0% 2% 0%	1.5 12.5	\$ 99,390 8% \$ 725,092 \$ 625,992 0% \$ 99,100 2% \$ 888.537 \$ 786,537 0% \$ 102,000	5,550.0 4,836.0 714.0 6,329.0 5,587.0	Contract 1 DSDC SUB1A Design Services During Construction C West 30" Transmission Main Package - Ciorba Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 Contract 2 DSDC SUB2A Design Services During Construction D 20" Transmission Main Package - Strand Contract 3 Design SUB03 20" Transmission Main, Contract 3
SUB1A Design Services During Construction 8% 62.5 7%	% \$ 1.9 % \$ % \$ % \$ % \$ % \$ % \$ % \$ % \$ % \$ % \$	\$ \$ \$ \$ \$ \$	168	5 \$	0% 2% 0%	1.5	8% 725,092 \$ 625,992 0% \$ 99,100 2% \$ 888.547 \$ 786,537 0% \$ 102,000	5,550.0 4,836.0 714.0 6,329.0 5,587.0	SUB1A Design Services During Construction West 30" Transmission Main Package - Ciorba Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 Contract 2 DSDC SUB2A Design Services During Construction D 20" Transmission Main Package - Strand Contract 3 Design SUB03 20" Transmission Main, Contract 3
C West 30" Transmission Main Package - Giorba 4,836.0 5,250.0 5,250.0	% \$ 1.9 % \$ % \$ % \$ % \$ % \$ % \$ % \$ % \$ % \$ % \$	\$ \$ \$ \$ \$ \$	168	5 \$	0% 2% 0%	1.5	\$ 725,092 \$ 625,992	4,836.0 714.0 6,329.0 5,587.0	C West 30" Transmission Main Package - Ciorba Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 Contract 2 DSDC SUB2A Design Services During Construction D 20" Transmission Main Package - Strand Contract 3 Design SUB03 20" Transmission Main, Contract 3
Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 0% 1.5 0% 0% 1.5 0% 0% 0.0	% \$ 1,9 % \$ % \$ % \$ % \$ % \$ 22,2	\$ \$ \$ \$ \$ \$ \$	1,996	5 \$	2% 0%	0.0	\$ 625,992 0% \$ 99,100 2% \$ 888.537 \$ 786,537 0% \$ 102,000	4,836.0 714.0 6,329.0 5,587.0	Contract 2 Design SUB02 West Segment 30" Transmission Main, Contract 2 Contract 2 DSDC SUB2A Design Services During Construction D 20" Transmission Main Package - Strand Contract 3 Design SUB03 20" Transmission Main, Contract 3
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SUB3A Design Services During Construction 0% 0.00 0%	% \$ 22,2.2 % \$ 3,6	\$			0%	0.00		742.0	Contract 3 DSDC
E Existing 20" Transmission Main Maintenance - Robinson 2.374.0 \$ 358.608	% \$ 22,2.2 % \$ 3,6	\$			0%	0.00	0%u		Contract 5 DSDC
Contract 4 Design	% \$ 22,22 % \$ 3,64	\$		\$					SUB3A Design Services During Construction
Contract 4 Design	% \$ 22,22 % \$ 3,64	\$		\$			as a second	77777	STATE OF THE STATE
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% M.2 Survey and Geotechnical Expenses - Robinson \$ 764,445 SUB04 Survey and Geotechnical Expenses (Robinson) 0% M.4 Easement Identification & Acquisitions Assistance - Robinson \$ 164,195 SUB04 Easement Identification & Acquisitions Expenses 0% F&G Pump Stations - Knight 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	% \$ 22,22 % \$ 3,64	\$		\$					
Contract 4 DSDC	% \$ 22,22 % \$ 3,64	\$		0	0%	0.0		1,958.0	Contract 4 Design
SUB4A Design Services During Construction 40% 166.5 33%	% \$ 3,6	\$	22,228		070	0.0		416.0	
M.2 Survey and Geotechnical Expenses - Robinson \$ 764,445	% \$ 3,6	\$		S	33%	166.5		410.0	
SUB04 Survey and Geotechnical Expenses (Robinson) 0%									JOHN DEMAN OF HEEL PARTY CONTRIBUTION
M.4 Easement Identification & Acquisitions Assistance - Robinson \$ 164,195							\$ 764,445		M.2 Survey and Geotechnical Expenses - Robinson
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 0% SUB5A Design Services During Construction 0% 0.0 0% M.6 Environmental Services - Knight \$ 40,410 40,410	% \$	\$	3,688.	\$	0%				SUB04 Survey and Geotechnical Expenses (Robinson)
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 0% SUB5A Design Services During Construction 0% 0.0 0% M.6 Environmental Services - Knight \$ 40,410 40,410	% \$	\$		_					
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Contract 6 & 7 DSDC 560.0 \$ 71,100	% \$	\$		\$	0%	0.0			
M.6 Environmental Services - Knight \$ 40,410								560.0	
1210 Edition of the San American	% \$	\$		\$	0%	0.0	0%		SUB5A Design Services During Construction
1210 Edition of the San American				-			10.110		
SUB05 Environmental Service Expenses 0%	% S	ď		0	00/	_	\$ 40,410	-	
	70 D	D		D	0%				SUB05 Environmental Service Expenses
M.5 Land Acquisition Expenses - Santacruz \$ 77,188	1						\$ 77.188		M.5 Land Acquisition Expenses - Sentences
SUB06 Land Acquisition Expenses 0%	% \$	2					77,100		
		D		\$	0%				
M.3 Corrosion Survey Expenses - Corrpro \$ 8,600		D		\$	0%				
SUB07 Corrosion Survey Expenses 0%	½ \$	D		\$	0%		§ 8,600		M.3 Corrosion Survey Expenses - Corrpro
							\$ 8,600		M.3 Corrosion Survey Expenses - Corrpro
) IF								M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses
SUB08 Radio Study Expenses U%	70 D	\$		s	0%				M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC
Subtotal (Subgenerator) 22 650.0 \$ 4.115.868	1	\$		s					M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses
	4 g 42 21	\$		s	0%		\$ 750		M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses
	DI 35 42.41	\$		\$	0% 0%	299,0	\$ 750 \$ 4,115,868		M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC
	D 42,41	\$		\$	0%	299.0	\$ 750 \$ 4,115,868 1%	22,650.0	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants)
		\$ \$		\$	0% 0%	Hills	\$ 750 \$ 4,115,868 1% \$ 5,849,534	22,650.0	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses
State of the state		\$ \$	42,203.	\$	0% 0% 1%	Hills	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2%	22,650.0 34,054.0	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals
		\$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2% To-Date	22,650.0 34.054.0 Prior	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current
Limit 9 4,437,515.00		\$ \$	42,203.	\$	0% 0% 1%	Hills	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2% To-Date \$ 5,428,236.65	22,650.0 34,054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Fotal Billings \$ Current 78,672.48
		\$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2% To-Date \$ 5,428,236.65 \$ 4,459,313.00	22,650.0 34.054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current 78,672.48 Limit
Supplemental Agreement No. 1 \$ 84,370.00		\$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 4,115,868 1% 5,849,534 2% To-Date 5,428,236.65 5,428,313.00 8,4370.00	22,650.0 34.054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current 78,672.48 Limit Supplemental Agreement No. 1
Supplemental Agreement No. 1 \$ 84,370.00 Supplemental Agreement No. 2 \$ 210,402.00		\$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 4,115,868 1% \$ 5,849,534 2% To-Date \$ 5,428,236.65 \$ 4,459,313.00 \$ 84,370.00 \$ 210,402.00	22,650.0 34.054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current Fotal Billings \$ 78,672.48 Limit Supplemental Agreement No. 1 Supplemental Agreement No. 2
Supplemental Agreement No. 1 \$ 84,370.00 Supplemental Agreement No. 2 \$ 210,402.00 Supplemental Agreement No. 3 \$ 300,734.00		\$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2% To-Date \$ 5,428,236.65 \$ 4,459,313.00 \$ 84,370.00 \$ 210,402.00 \$ 300,734.00	22,650.0 34.054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current Total Billings \$ 78,672.48 Limit Supplemental Agreement No. 1 Supplemental Agreement No. 2 Supplemental Agreement No. 3
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		\$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2% To-Date \$ 5,428,236.65 \$ 4,459,313.00 \$ 210,402.00 \$ 300,734.00 \$ 794,715.00	22,650.0 34.054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current Fotal Billings \$ 78,672.48 Limit Supplemental Agreement No. 1 Supplemental Agreement No. 2 Supplemental Agreement No. 3 Supplemental Agreement No. 3 Supplemental Agreement No. 4
Supplemental Agreement No. 1 \$ 84,370.00 Supplemental Agreement No. 2 \$ 210,402.00 Supplemental Agreement No. 3 \$ 300,734.00	6 S 78,67	\$ \$ \$ \$	42,203.	\$	0% 0% 1%	573.0	\$ 750 \$ 4,115,868 1% \$ 5,849,534 2% To-Date \$ 5,428,236.65 \$ 4,459,313.00 \$ 210,402.00 \$ 300,734.00 \$ 794,715.00 \$ 5,849,534.00	22,650.0 34,054.0 Prior \$ 5,349,564.17	M.3 Corrosion Survey Expenses - Corrpro SUB07 Corrosion Survey Expenses M.7 Radio Study Expenses - TCIC SUB08 Radio Study Expenses Subtotal (Subconsultants) Project Totals Billing Limits Current Supplemental Agreement No. 1 Supplemental Agreement No. 2 Supplemental Agreement No. 3 Supplemental Agreement No. 3 Supplemental Agreement No. 4 Revised Limit

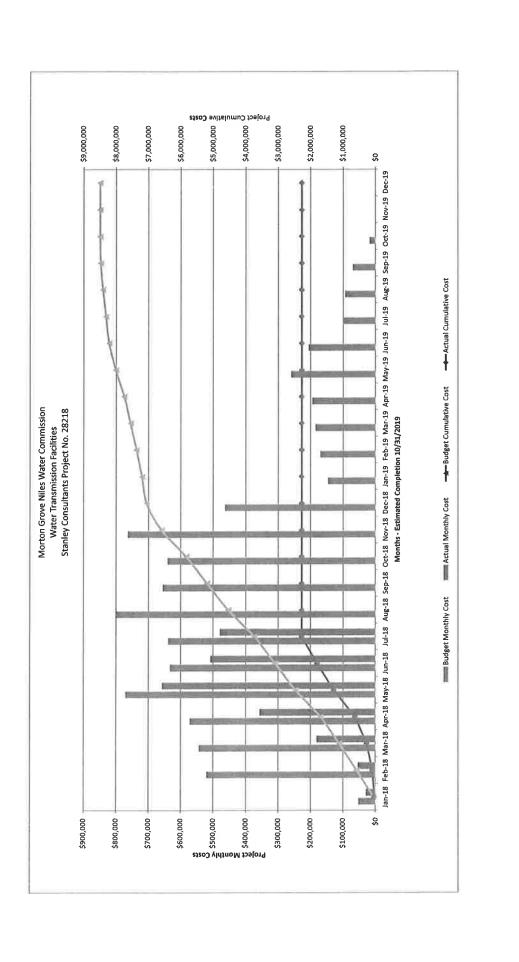


LOCAL AGENCY COST PLUS FIXED FEE INVOICE

			Date:	08/30/18	-	3
To:	Morton Grove-Niles Water Commission Village of Niles Village Hall 1000 Civic Center Drive Niles, IL 60714 Attn:		From: Firm Address:	Stanley Consultants, 8501 W. Higgins Roa Suite 730 Chicago, IL 60631	Inc.	
Local Agency Section	Morton Grove-Niles Water Commission	Project	Cook		Consultant's	Joh Number
		County Route	COOK	Consultant's Job Number 28218.01.00 - 0207958		
	For Professional Services performed as & S		the Agreement dated: Agreement(s) dated:			
1) Invoice Per	iod		From:	07/01/18	To:_	07/28/18
			This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum F	Payable					\$8,491,857.50
3) Direct Salar	ries - Office Work		\$13,986.35	\$65,169,05	\$79,155 _. 40	\$710,684,38
4) Direct Salar	ries - Field Work		\$23,507.14	\$59,009.95	\$82,517.09	
5) Payroll & O	verhead Office this invoice average 156.1700% 156.17%		\$21,842,48	\$101,774.50	\$123,616.98	\$1,066,336.96
	Field this invoice average 145.6500% 145.65%		\$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	s Prime		\$8,537,99	\$54,323,69	\$62,861,68	\$199,119,38
8) Services by	others Thomas Ciorba Strand ATI Robinson Knight Tecma MSL Morreales		\$56,588.78 \$44,680.24 \$55,667.96 \$50,303.16 \$33,096.88 \$53,210.16 \$32,078.82 \$33,154.84 \$3,412.01	\$232,528.01 \$197,108.58 \$176,898.09 \$163,325.60 \$195,131.24 \$140,856.65 \$112,184.24 \$61,070.68 \$87,727,09	\$289,116.79 \$241,788.82 \$232,566.05 \$213,628.76 \$228,228.12 \$194,066.81 \$144,263.06 \$94,225.52 \$91,139,10	\$1,217,489,83 \$849,242,69 \$778,426.50 \$710,986,40 \$1,044,871,73 \$623,164.23 \$402,347,25 \$502,594,55 \$96,446,48
9) Total invoice	ed for project including this invoice			9	\$2,266,115,51	
10) Previously	Invoiced			\$1,786,818.07		
11) Payment D	Due this invoice		\$479,297.44			
Consultant Payment The percent of work	e invoice and found it in compliance with "The Simple Gu hts" published on the Consultant Engineering Sharepoin k shown as completed on this invoice matches the attac gned by the project engineer.	t site.		d in this invoice have been e is correct. As the prime co e reviewed and approved.		
Approved Loca Agency Rep.	Date:		Consultant:	Stanley Consultants,	Inc.	
Accepted By:	Date:		By / Date:	Bruth.	Maithou	1
Checked	Date:		(Name) (Title)			
Distribution: 3 cor	mplete packages plus 3 copies of involce form to Lo	cal Agency.				

Printed 8/30/2018





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



Village of Niles 1000 Civic Center Drive Niles, IL 60714 AccountsReceivable@VNiles.com

Invoice Date: 08/24/2018

Customer Number: 56

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
Morton Grove Niles Water Commission	1	\$121,719.00	EACH	\$121,719.00	\$0.00	\$0.00	\$121,719.00
Pump Station 2 Modification							

IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE VILLAGE OF NILES FINANCE DEPT. MONDAY-FRIDAY 8:30 AM - 5:00 PM 847-588-8000

Invoice Total:

\$121,719.00

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

Mail your remittance to:



Village of Niles

Finance Department 1000 Civic Center Drive Niles, IL 60714 AccountsReceivable@VNiles.com

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

INVOICE

Invoice Date	Invoice No.
08/24/2018	90
Custome	r Number
5	6
Invoice T	otal Due
\$121,7	719.00
Amour	nt Paid

TERMS NET 30 DAYS



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
	7.11		

GC work:	15% =	\$8412.	.00

Subcontractor work: 5% = \$2667.00

1% Additional Bond = \$1205.00

TOTAL: \$121,719.00

Prepared By:

Z:\Niles Change Event.doc



412 S. Prindle Avenue Arlington Heights, IL 60004 www.wrbllc.com Phone: 847-398-8399 Fax: 847-394-4456 E-mail: bill@wrbllc.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@zcisnc.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

AM	RATE	QTY	ACTIVITY	DATE
2	65.00	0:30	Reconciled all of the bank reconciliations for this client.	07/16/2018
1	65.00	0:15	Phone call with auditor for scheduling	07/16/2018
32	65.00	5:00	Complete audit preparation	07/17/2018
Ç	65.00	1:30	Deliver Audit workpapers to Lauterbach and Amen	07/23/2018
16	65.00	2:30	Processed payments and cut the checks for this client.	07/25/2018
13	65.00	2:00	Work on Monthly accounting	07/25/2018
45	65.00	7:00	Complete various accounting issues and attend board meeting	07/26/2018
2ϵ	65.00	4	Follow up on Audit Issues	07/31/2018

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.

<u>Compensation</u>. 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.

Lawrence Thomas

STANLEY CONSULTANTS, INC. Stanley Consultants, INC.	MORTON GROVE-NILES WATER COMMISSION
Jeff Decoteau	
Attest: Lary 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
	Ori	ginal Design	12/1/11	1/23/16	2/1/16		SA#4 Design		Original	1122111	1123111		5/2/1/	9/30/17	10/20/17	12/2/17	12/30/17
		ngineering Budget	SA#1	SA #2	SA #3		Engineering During Construction		Sudget Plus A #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	63	200,736	\$ 99,730	\$110,236	\$ 31,357	\$ 25,579
SUB04 Robinson Pkg E	\$	273,496	\$ -	\$ 18,000	\$	\$	-	\$	291,496	\$ 48,538	\$ 77,298	63	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	63	88,048	\$ 51,366	\$ 13,875	\$ -	\$ 393
SUB04 Robinson Pkg M.4	\$	59,160	\$ 44,450	\$ -	\$ 42,100	\$	-	\$	145,710	\$ 35	\$ 25,300	63	8,060	\$ 27,500	\$ 19,160	\$ -	
SUB05 Knight	\$	182,616	\$ -	\$ 2,680	\$ 21,692	\$	-	\$	206,988	\$ 38,601		63	64,459	\$ 38,739	\$ 39,882	\$ -	
SUB05 Knight	\$	40,410	\$ -	\$ -	\$	\$	-	\$	40,410							\$ -	
SUB06 Santacruz	\$	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 C	onstr	uction															
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								
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		\$ 1,116	\$ -		* -,	\$ (6,463)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 32,087	\$ 41,411	\$ 36,369	\$ 4,036	\$ -	\$ -		\$ 1,344	\$ (1,344)	SUB 3A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ 98,202		,	\$ (61,775)	SCI & SUB 4A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ 42,100			\$ (23,555)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							,	\$ (25,308)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L							\$ 40,410	\$ (40,410)	SCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 6,000							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 750					\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
												_			
		\$ 12,984	\$ 19,037	\$ 2,916	\$ 19,639	\$ 7,436		\$ 1,112		\$ 38,490	\$ -	\$ 11,400	\$ 5,700	\$ 16,200	\$ 130,200
		\$ 5,574	\$ 11,827	\$ 4,533	\$ -		\$ 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			\$ 40,000	\$ 4,000	\$ 2,000	\$ 10,000	\$ 94,000
L							\$ 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
L															
\$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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 18-54

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

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 4th day of October 2018, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

AYES: John Pietron, Mark Fowler, and Steven Vinezeano

NAYS: None

ABSENT: None

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

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of October 2018.

John Pietron, Clerk	

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 lowa 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@wrbllc.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

- Insurance. Contemporaneous with the Consultant's execution of this agreement, the 5.1 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;
- 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.
- 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.

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

STANLEYCONSULTANTS, Inc



8501 West Higgins Road > Suite 730 > Chicago, IL 60631 773.693.9624 > stanleyconsultants.com

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
 - o 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:
 - o Background data, assumptions and approach.
 - Description of each rate scenario.
 - o 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

Activity - Task Description	QUANTITY	PROJECT	WATER	WATER	TOTAL		
Activity - Task Description		BAABIACED			TOTAL		
		MANAGER	ENG	EIT	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
Gubiotui	<u> </u>	\$4,182.00	\$7,128.00	\$6,426.00		75,550.40	\$17,736.00
				Total Expenses			\$200.00
				\$17,936.00			

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 18-55

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

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 4th day of October 2018, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

AYES: John Pietron, Mark Fowler, and Steven Vinezeano

NAYS: None

ABSENT: None

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

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of October 2018.

John Pietron, Clerk	