

TO: Chairman and Commissioners, MGNWC  
FROM: William Balling, Superintendent  
SUBJECT: September 26 additional AGENDA item WAIVER OF Competitive Bidding and authorizing landscaping work on Evanston controlled land East of the Booster Station 2551 Church Street, Evanston.  
DATE: September 24, 2019

Gentlemen,

The MGNWC has enjoyed a cooperative relationship with the City of Evanston regarding the completion of the Intermediate Booster Pump Station at 2551 Church Street in Evanston. While MGNWC contracted for the demolition of the Shore School and managed the environmental cleanup work, to accommodate our pump station, Evanston reimbursed the MGNWC for demolition and engineering work related to the preparation of the site for construction. As you may recall the MGNWC was required to purchase, at over \$60,000, a one-year construction easement from the MWRD to construct the pump station itself which accommodated the building construction but little staging area for the work. That additional staging property was provided by the City of Evanston at no cost using the Evanston easement area to the North and East of the pump station but with a condition that the site controlled by Evanston would be restored by the MGNWC when construction was completed. We have reached that point that restoration including placement of pulverized soil, approved seed, seed blankets to stimulate growth, and watering should be undertaken between now and November 15 to assure growth. The prime contractor for the pump station, JJ Henderson is in the process currently of establishing his finished grade as a part of their contract, and the Evanston easement work will then match the work of JJ Henderson's work.

In order to meet the seasonal targets, I solicited quotes from two landscape contractors, Milieu Landscaping, Wheeling, IL and Staples and Son Landscaping, Lake Zurich, IL. While the MGNWC could have engaged JJ Henderson and Son through a change order, I believed this would not be the lowest cost to secure this additional work due to mark up costs and pricing we have seen with other change orders from this contractor. The quotes received were from reputable landscaping firms capable of completing this work by November 15, 2019. The quotes received were:

Staples and Son:	\$ 38,385.00
Milieu Landscaping:	\$ 61,550.00
Milieu Landscaping: alternate bid with less topsoil: (Evanston requested 6" of topsoil)	\$ 35,000.00

The MGNWC Purchasing manual Chapter two paragraph G permits bid waivers when in the interests of the Water Commission. It states:

**"G. Waiver of Competitive Bidding**

The Water Commission, by two thirds vote of all of the Commissioners then holding office, may waive the bidding procedures and enter into a contract of agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or

desirable, in emergencies as defined in this manual, **or when it is in the best interest of the Water Commission to do so.** In an instance, a statement justifying the need for a bid waiver shall be included in the recommendation”.

To meet the seasonal requirements for establishing a lawn this fall and to match the site preparation work on the pump station site, I recommend that Staples and Son Landscaping and Excavating PO Box 31 Lake Zurich, IL 60047 be awarded the restoration landscaping work adjacent to 2551 Church, Evanston for a not to exceed amount of \$45,000 ( to provide for additional watering if needed) as a qualified firm presenting the lowest cost to the Water Commission. I recommend bid waiver as being in the best interests of the Water Commission to do so.

**RESOLUTION NO. 19-03**

**RESOLUTION AUTHORIZING BID WAIVER CONTRACTUAL AGREEMENT WITH KD STAPLES AND SONS LANDSCAPING AND EXCAVATING OF LAKE ZURICH TO PROCEED WITH LANDSCAPING SERVICES EAST OF THE BOOSTER STATION LOCATED AT 2551 CHURCH STREET, EVANSTON IN AN AMOUNT NOT TO EXCEED \$45,000 FOR THE MORTON GROVE-NILES WATER COMMISSION**

**(MORTON GROVE-NILES WATER COMMISSION  
AND KD STAPLES AND SONS LANDSCAPING AND EXCAVATING)**

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

**WHEREAS**, pursuant to MGNWC Purchasing Manual Chapter 2, Section G Waiver of Competitive Bidding states that the Water Commission, by a two-thirds vote of all the Commissioners then holding office, may waive the bidding procedures and enter into a contract or agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or desirable, in emergencies as defined in this manual, or when it is in the best interest of the Water Commission to do so. In any instance, a statement justifying the need for a bid waiver shall be included in the department’s recommendation; and

**WHEREAS**, to meet seasonal requirements for establishing a lawn this fall and to match site preparation. It is recommended a landscape services provider be retained; and

**WHEREAS**, the Superintendent solicited quotes for said work in order to reduce marked up costs by the current contractor conducting work on the site; and

**WHEREAS**, the MGNWC Board desires to retain KD Staples and Sons Landscaping and Excavating of Lake Zurich (“Staples”), Illinois to provide landscaping services (“Services”) for the East of the Booster Station located at 2551 Church Street, Evanston; and

**WHEREAS**, the MGNWC Board agrees to Waive the Competitive Bidding as allowed by MGNWC Purchasing Manual Chapter 2, Section G; and

**WHEREAS**, the MGNWC Board agrees to retain Staples to perform the Services and to pay the fees not to exceed \$45,000 to Staples in accordance with the terms of the Agreement; and

**WHEREAS**, Staples has agreed to perform the Services in exchange for payment of the fees in accordance with the terms of the Agreement; and

**WHEREAS**, the Board of Commissioners of the Morton Grove-Niles Water Commission have 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, the Village of Morton Grove and the Village of Niles.

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

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

**SECTION 2:** The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the bid wavier and the attached form of an “Agreement For Landscape Services (Morton Grove-Niles Water Commission And KD Staples and Sons Landscaping and Excavating)” (the “Agreement”) for the purposes set forth in the Agreement, attached hereto as **Exhibit “A”**. The MGNWC Board authorize and direct the Chair, or his/her designee, and the Secretary to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the MGNWC Board Attorney, 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 26th day of September, 2019, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**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 26th day of September, 2019, and approved by the Chair, and attested by the Secretary on the same day.

\_\_\_\_\_  
Steven Vinezeano, Chair

**ATTEST:**

\_\_\_\_\_  
John Pietron, Secretary

Exhibit "A"

**AGREEMENT WITH KD STAPLES AND SONS LANDSCAPING AND EXCAVATING OF LAKE ZURICH  
TO PROCEED WITH LANDSCAPING SERVICES EAST OF THE BOOSTER STATION LOCATED AT 2551  
CHURCH STREET, EVANSTON IN AN AMOUNT NOT TO EXCEED \$45,000 FOR  
THE MORTON GROVE-NILES WATER COMMISSION**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**SECRETARY'S CERTIFICATE**

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

**RESOLUTION NO. 19-03**

**RESOLUTION AUTHORIZING BID WAIVER CONTRACTUAL AGREEMENT WITH KD STAPLES AND SONS LANDSCAPING AND EXCAVATING OF LAKE ZURICH TO PROCEED WITH LANDSCAPING SERVICES EAST OF THE BOOSTER STATION LOCATED AT 2551 CHURCH STREET, EVANSTON IN AN AMOUNT NOT TO EXCEED \$45,000 FOR THE MORTON GROVE-NILES WATER COMMISSION**

**(MORTON GROVE-NILES WATER COMMISSION  
AND KD STAPLES AND SONS LANDSCAPING AND EXCAVATING)**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the 26th day of September, 2019, 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:**

**NAYS:**

**ABSENT:**

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 26th day of September, 2019.

\_\_\_\_\_  
John Pietron, Secretary

**[SEAL]**





<b>For Office Use Only:</b>		
<b>104318</b>	<b>Date Sold:</b> _____	<b>Sales ID: 1343</b>
	<b>Sent to Prod:</b> _____	<b>By:</b> _____
<b>Client:</b>	<b>Job No:</b> _____	<b>Sched/Crew:</b> _____
<input type="checkbox"/>	<b>T&amp;M Rate:</b> _____	<input type="checkbox"/> <b>Per Occ</b>
	<b>Monthly Rate:</b> _____	<b>Batch ID:</b> _____
	<b>Charge to Credit Card:</b> <b>Y N</b>	<b>Branch:</b> <u>1</u>

September 5, 2019

MGNWC (Morton Grove -Niles Water Commiss  
2551 Church St.  
Evanston, IL 60201

**Job Site:** MGNWC (Morton Grove -Niles Water Commiss  
2551 Church St.  
Evanston, IL 60201

Project: MGNWC 2019 Church St Lawn Project

Dear MGNWC (Morton Grove -Niles Water Commiss

Milieu Design is pleased to present this proposal for landscape enhancement services.

1 of 2

**Site Lawn Renovation**

**\$61,550.00**

- Supply and install 685 cu yards of pulverized topsoil (sq ft estimated at 6"), IDOT low maintenance 1B seed mix, Futerra netless blanket, and starter fertilizer (18-18-18). Grade site as instructed on the Evanston portion of the MWRD easement area at Church and McDaniel south bend of Beck Park.
- Installation for end of September 2019 per request
- Watering until establishment for 2019
- This estimate assumes that 80% of excavation and digging can be performed with a hydraulic device. Otherwise stated, there is an assumption that there are no utility lines in the area of digging. Milieu will call JULIE locate prior to commencing work. If utility lines are found in the area, Milieu will need to re-estimate the project based on hand digging.
- Area for working must be completely dry to perform the work.
- Removal of downed branches seen onsite 9/4/19 will be hauled away at no charge.

PLEASE NOTE :PRICING DOES NOT INCLUDE TAX (If tax is to be charged for this installation an additional charge will apply to the shown total.)

<b>Proposal Total:</b>	<b>\$61,550.00</b>
<b>Deposit:</b>	<b>\$30,775.00</b>
<b>Due Upon Completion:</b>	<b>\$30,775.00</b>

**Terms and Conditions:**

- This proposal is valid for 30 days.
- The proposed services will be invoiced upon the completion of the service.
- 100% warranty on plant material through November 1st of the installation year. Warranty is contingent upon receipt of all payments within 10 days of creation of invoices and proper watering of the plant material by the client. *Warranty does not extend to sod, seed, annuals, perennials, bulbs, roses, rhododendrons or transplanted items.*
- Watering is critical for establishment, growth and vitality. It is the owner's responsibility to keep new plantings consistently and evenly moist throughout the establishment process. (New plantings would consist of but not limited to: sod, seed, perennials, shrubs, trees, seasonal color and groundcover.) Guarantee/plant warranty, if



- applicable, are null and void in the event there is neglect or abuse (such as overwatering or underwatering).
- Unforeseen Obstructions: If during construction, concrete, old foundations, stumps, or any other unforeseen subsurface obstructions are encountered additional charges may be incurred. Milieu cannot predict any unforeseen obstructions and circumstances involving adjacent concrete below removals.
- Milieu limits warranties to November 1 of the installation year due to the extremes of the Chicagoland winter months. Milieu has no control over the winter conditions which can have an adverse impact on newly installed plants.
- Any additional labor requested or labor required due to unforeseen field conditions will be charged at a Time and Material rate of \$65 per man per hour (+ disposal fees where applicable).
- All additional work will require a separate authorized proposal or change order and will be invoiced upon completion.
- Milieu Design is not responsible for any damage to wiring that is not marked by the client. This includes but not limited to: decorative (landscape) lighting, dog fences, pumps or non-utility lines (TV/Internet/Irrigation). Milieu Design will be contacting J.U.L.I.E. prior to your installation to mark the property for utilities.
- If permitting is needed for the intended work to be performed it is the responsibility of the owner to obtain those permits and any fees they may incur.
- All invoices are due upon receipt. A \$30.00 Service Charge will be applied for any returned check and a 2% service charge will be added to all open invoices after thirty (30) days.
- Milieu Design reserves the right to photograph areas of your property and use those photographs for publication on the internet or other Marketing media.

**Payment Information:**

**Credit Card Payments are not accepted**

**Check or direct payment into our account (ACH) Only**

Sincerely,

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

MGNWC (Morton Grove -Niles Water Commiss

Kelly Jenk  
Client Care Manager  
104318

Email Address: bill@wrblc.com

Can we communicate via Email YES / NO

**48 East Hintz Road - Wheeling, IL 60090**  
**Phone: 847-465-1160 Fax: 847-465-1159**

Email: hello@milieuland.com

http://milieuland.com



<b>For Office Use Only:</b>		
<b>104319</b>	<b>Date Sold:</b> _____	<b>Sales ID: 1343</b>
	<b>Sent to Prod:</b> _____	<b>By:</b> _____
<b>Client:</b>	<b>Job No:</b> _____	<b>Sched/Crew:</b> _____
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Milieu Design is pleased to present this proposal for landscape enhancement services.

1 of 2

**Site Lawn Renovation**

**\$35,000.00**

- Supply and install 352 cu yards of pulverized topsoil (sq ft estimated at 3"), IDOT low maintenance 1B seed mix, Futerra netless blanket, and starter fertilizer (18-18-18). Grade site as instructed on the Evanston portion of the MWRD easement area at Church and McDanial south bend of Beck Park.
- Installation for end of September 2019 per request
- Watering until establishment for 2019
- This estimate assumes that 80% of excavation and digging can be performed with a hydraulic device. Otherwise stated, there is an assumption that there are no utility lines in the area of digging. Milieu will call JULIE locate prior to commencing work. If utility lines are found in the area, Milieu will need to re-estimate the project based on hand digging.
- Area for working must be completely dry to perform the work.
- Removal of downed branches seen onsite 9/4/19 will be hauled away at no charge.

If additional soil is needed due to grade changes at the time of installation - price per yard will apply after discussion with the MGNWC and approval.

PLEASE NOTE :PRICING DOES NOT INCLUDE TAX (If tax is to be charged for this installation an additional charge will apply to the shown total.)

<b>Proposal Total:</b>	<b>\$35,000.00</b>
<b>Deposit:</b>	<b>\$17,500.00</b>
<b>Due Upon Completion:</b>	<b>\$17,500.00</b>

**Terms and Conditions:**

- This proposal is valid for 30 days.
- The proposed services will be invoiced upon the completion of the service.
- 100% warranty on plant material through November 1st of the installation year. Warranty is contingent upon receipt of all payments within 10 days of creation of invoices and proper watering of the plant material by the client. *Warranty does not extend to sod, seed, annuals, perennials, bulbs, roses, rhododendrons or transplanted*

items.

- Watering is critical for establishment, growth and vitality. It is the owner's responsibility to keep new plantings consistently and evenly moist throughout the establishment process. (New plantings would consist of but not limited to: sod, seed, perennials, shrubs, trees, seasonal color and groundcover.) Guarantee/plant warranty, if applicable, are null and void in the event there is neglect or abuse (such as overwatering or underwatering).
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Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

MGNWC (Morton Grove -Niles Water Commiss

Kelly Jenk  
Client Care Manager  
104319

Email Address: bill@wrblc.com \_\_\_\_\_

Can we communicate via Email YES / NO

**48 East Hintz Road - Wheeling, IL 60090**

**Phone: 847-465-1160 Fax: 847-465-1159**

Email: hello@milieuland.com

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