



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
February 28, 2022 - 7:00 pm**

THE RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes** – Regular Meeting – February 14, 2022
5. **Special Reports - None**
6. **Public Hearings - None**
7. **Plan Commission Reports - None**
8. **Residents' Comments (agenda items only)**
9. **President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
10. **Clerk's Report** – *Advisory Commission on Aging, Chamber of Commerce, Condominium Association*
11. **Staff Report**
 - a. **Village Administrator**
 - 1) **Resolution 22-10:** Authorizing an Intergovernmental Agreement Between the Northwest Water Commission of Cook County and the Village of Morton Grove, Illinois for the Supply and Purchase of Water Through an Emergency Connection
 - b. **Corporation Counsel**

12. Reports by Trustees

- a. **Trustee Grear** – *Finance Department, Building Department, Special Events Commission, Police Facility Committee, Sawmill Station TIF (Trustee Witko)*
 - b. **Trustee Khan** – *Community & Economic Development Department, Plan Commission/Zoning Board, Capital Projects, French Market, Lehigh/Ferris TIF (Trustee Travis)*
 - c. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire & Police Commission, Legal Department, RED Center (Trustee Thill)*
 - d. **Trustee Thill** – *Family & Senior Services Department, Appearance Commission, SWANCC (Solid Waste Agency of Northern Cook County), Water Commission (Trustee Minx)*
 - e. **Trustee Travis** – *Police Department, Police Pension Board, Community Relations Commission, Traffic Safety Commission, NIPSTA (Trustee Khan)*
 - f. **Trustee Witko** – *Public Works Department, Environment & Natural Resources Commission, Information Technology Department, Lincoln/Lehigh TIF (Trustee Grear)*
- 1) **Resolution 22-08:** Authorizing a Contract with A Lamp Concrete Contractors, Inc. for the Dempster Street Streetscape Improvements Project
 - 2) **Resolution 22-09:** Authorizing the Execution of a Task Order with Ciorba Group, Inc. for Construction Engineering Services for the Dempster Street Streetscape Improvements Project
 - 3) **Resolution 22-11:** Authorizing a Contract with Insituform Technologies USA, LLC for the 2022 Sewer Lining Program-Contract A
 - 4) **Resolution 22-12:** Authorizing a Contract Extension with Bill's Complete Landscape Service, Inc. for the 2022 Landscape Maintenance Program
 - 5) **Resolution 22-13:** To Authorize the Purchase of one (1) New 2021 Ram Master Cargo Van and Sewer Camera System from Standard Equipment Company of Elmhurst, Illinois

13. Other Business

14. Presentation of Warrants - \$1,903,361.79

15. Residents' Comments

16. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
FEBRUARY 14, 2022**

CALL TO ORDER

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m.
& II. in the Council Chambers of Village Hall.

- III. Village Clerk Eileen Harford called the roll. Present were Trustees Bill Grear, Saba Khan, Rita Minx, John Thill, Connie Travis, and Janine Witko.

IV. **APPROVAL OF MINUTES**

Trustee Minx moved to accept the Minutes of the January 24, 2022 Village Board meeting as presented, seconded by Trustee Witko. **Motion passed unanimously via voice vote.**

V. **SPECIAL REPORTS**

NONE

VI. **PUBLIC HEARINGS**

NONE

VII. **PLAN COMMISSION REPORTS**

NONE

VIII. **RESIDENTS' COMMENTS (Agenda Items Only)**

NONE

IX.

PRESIDENT'S REPORT

1. Mayor DiMaria said he was humbled and honored to proclaim February 18, 2022, as "Sidney Wallach Day" in the Village in honor of his 100th birthday. He noted that Mr. Wallach was raised in the North Lawndale neighborhood of Chicago as a first-generation American from Russian-born immigrants. There he became a die-hard Chicago Cubs fan and developed his sense of patriotism and community pride.
 - a. In December of 1942, Mr. Wallach was drafted into the army and served with distinction through 1946. This included his clandestine service at a secret airstrip in a remote location in Greenland that resulted in his qualification as a sharpshooter, and his receipt of three overseas service bars, one service stripe, a European/African/Middle Eastern theatre ribbon, an American theatre ribbon, and a Victory medal.
 - b. Mayor DiMaria said when Mr. Wallach retired to civilian life, he married and established a home in Morton Grove in 1957, where he and his wife raised four children, two of whom were present with their dad this evening. Mr. Wallach served his community by becoming a Cub Scout and Boy Scout Scoutmaster, which contributed to the Wallach family being designated in 1965 as "Morton Grove's Family of the Year." Mr. Wallach has continued to give back to his community throughout his life by his involvement in countless Village- and community-sponsored programs and events, including his current active participation in senior activities at the American Legion Memorial Civic Center.
 - c. Mayor DiMaria proclaimed February 18, 2022 as "Sidney Wallach Day" and said that he, the Village Board, and the residents of Morton Grove wished to recognize Mr. Wallach's contributions, not only to the Village, but to the nation, on the occasion of his 100th birthday, and wished him many more happy and healthy years.
2. Mayor DiMaria encouraged everyone to attend the next Neighborhood Outreach Meeting, which is being held on Thursday, February 17, 2022 at 6:00 p.m. at the Civic Center, 6140 Dempster. He said this is an opportunity to meet your elected officials and department heads, to learn more about ongoing and new projects, and to discuss issues one-on-one.
3. Mayor DiMaria said the Village's holiday lights recycling program has been extended until February 28, 2022. The Village, through the Solid Waste Agency of Northern Cook County (SWANCC) and Elgin Recycling, is offering free holiday lights recycling. Only strings of lights will be accepted (no garland with lights entwined, lighted wreaths, etc.) There is a holiday lights recycle bin located in the lobby of Village Hall.
4. Mayor DiMaria said the Police Department is still accepting applications for the 2022 Citizens Police Academy. The academy will be every Tuesday from March 22 to May 24, from 6:30 p.m. to 8:30 p.m. If you are interested in getting an up-close look at what police do, this program is for you.

IX. **PRESIDENT'S REPORT** (continued)

- a. The 10-week program is designed to give participants an understanding of the operation of the MGPD and a working knowledge of what law enforcement is all about. The academy classes are held once a week and the class is limited to 20 students, so register early. There is no cost to participate. More information can be found at the Village's website at mortongroveil.org/cpa.

5. Mayor DiMaria said that February is National Restaurant Month, adding that the Village will again be having a "Dine Morton Grove" contest. He noted that 2021 was an incredibly difficult year for local restaurants, which is why it's more important than ever to show your support. Mayor DiMaria encouraged everyone to celebrate National Restaurant Month by entering the "Eat at Morton Grove Restaurants and Win" contest. You can enter the contest by submitting photos of you and your friends enjoying Morton Grove's restaurants, or by submitting individual receipts for \$25 or more. (If you submit photos, you don't need to meet the \$25 per entry requirement.) Each entry is eligible to win one of ten \$25 gift cards! Photos can be submitted by uploading them at www.mortongroveil.org/dinemg. Photos and receipts can also be dropped off at Village Hall. Winning entries will be announced at the March 14, 2021 Village Board meeting. Prizes are limited to one winner per household. More information can be found on the Village's website.

X. **CLERK'S REPORT**

Clerk Harford had no report this evening.

XI. **STAFF REPORTS**A. Village Administrator:

Mr. Czerwinski had no report this evening.

B. Corporation Counsel:

Corporation Counsel Liston had no report this evening.

XII. **TRUSTEES' REPORTS**A. Trustee Gear:

1. Trustee Gear presented **Ordinance 22-01, Amending Title 1, Chapter 9, Sections 1-9A-2 and 1-9A-4 of the Municipal Code to Increase the Threshold Requirement for Formal Bidding from \$20,000 to \$25,000.**

XII. TRUSTEES' REPORTS (continued)A. Trustee Gear: (continued)

This is the second reading of this Ordinance.

- a. Trustee Gear explained that the Municipal Code currently requires Village Board approval for any purchase or contract for services expected to exceed \$20,000, except for emergency purchases or services or products or services covered by blanked purchase orders or contracts previously approved by the Village Board.
- b. In 2017, the State of Illinois, by statute, raised the threshold to \$25,000. Due to increased costs attributable to the rate of inflation, the Village's current \$20,000 threshold for formal bidding hampers Village operations and places an unnecessary burden on staff. The Village Administrator and the Finance Director have recommended that the Municipal Code be amended to increase the Village's purchasing limits from \$20,000 to \$25,000 to be consistent with state statute and meet contemporary standards.
- c. Trustee Gear said that "this is a wise move for the Village," and moved to adopt Ordinance 22-01, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Gear	<u>aye</u>	Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

2. Trustee Gear next presented **Resolution 22-07, Authorizing a Professional Services Agreement Between the Village of Morton Grove and the Morton Grove-Niles Water Commission for Accounting Services.**
 - a. He explained that the Morton Grove-Niles Water Commission (MGNWC) operates a water system for residents and businesses of Morton Grove and Niles, and currently needs professional accounting services to help with various accounting needs. Village staff is able to perform these services for the MGNWC, and the MGNWC and the Village have negotiated a professional services agreement for the Village to provide these services to the MGNWC. The Agreement provides for the MGNWC to pay the Village \$25,000 per year for these services in 2022, with that fee being increased annually by the greater of 3% or the increase in the consumer price index. The Agreement can be cancelled by either party for any reason upon sixty days written notice.

Trustee Gear moved, seconded by Trustee Witko, to approve Resolution 22-07.

- b. Trustee Gear said he was thrilled by this, but wasn't sure if the Finance Department will be thrilled.
- c. Trustee Thill commented that he thought \$25,000 was too low. He felt it should be a baseline and then have actual time factored into it.

XII. TRUSTEES' REPORTS (continued)A. Trustee Grear: (continued)

Mayor DiMaria called for the vote on Resolution 22-07.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

B. Trustee Khan:

Trustee Khan had no formal report this evening.

C. Trustee Minx:

1. Trustee Minx presented **Resolution 22-06, Authorizing the Purchase of One Keltron Alarm Monitoring Device From Chicago Metropolitan Fire Prevention Company of Elmhurst, Illinois.**
 - a. She explained that the current alarm monitoring device located at Fire Station #4 serves as a back-up unit to the R.E.D. Center alarm monitoring system in the unlikely event their system would fail. The unit at Station 4 currently monitors around 450 fire alarms for both Morton Grove and the Village of Niles. The current Keltron DMP703 monitoring device relies on old technology involving copper wires and phone lines that date back to 2009 when the Village had approximately 150 alarms. The unit requested, a Keltron LS 7000 Life-Safety Event Management Automation System, provides state-of-the-art technology, is UL listed and provides monitoring, dispatching, and reporting with event type, location, hazards, and other critical information. The new system has the ability to receive alarms from most industry standard communications technologies, including Ethernet/IP, cellular, active network radio, digital communicators, direct wire, and coded signals. This device is identical to the one installed at R.E.D. Center so if there is a need to place the back-up center in service, alarm monitoring is not disrupted.
 - b. Trustee Minx said Chicago Metropolitan Fire Protection is the sole-source vendor and will provide the product, training, engineering, installation, and on-site service of the new system. The financial impact is \$43,590.00.

Trustee Minx moved to approve Resolution 22-06, seconded by Trustee Travis.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XII. **TRUSTEES' REPORTS** (continued)

D. **Trustee Thill:**

Trustee Thill had no formal report this evening, but commented that the Police Department had done a “blind” survey about how they interact with residents. He said they had gotten rave reviews, and congratulated them on the results of the survey.

E. **Trustee Travis:**

1. Trustee Travis encouraged everyone to “save the date” of Saturday, April 16, 2022, for the 12th Morton Grove Community Artists Performance, sponsored by the Community Relations Commission. The event is free to the public and will take place from 1:00 p.m. to 2:00 p.m. at the Civic Center. It will feature live performances on stage per COVID guidelines at the time and will also be available to livestream. This is a platform for people of all abilities to celebrate our diversity and uniqueness. Submissions can be made from February 1 through March 11 at noon to www.identityperformingarts.org/projects.aspx. Anyone who has questions should email Ginny at Ginny@identityperformingarts.org.

F. **Trustee Witko:**

1. Trustee Witko presented **Resolution 22-05, Authorizing a Contract With McGill Construction LLC for 2022 Street Patching Program.**
 - a. She explained that the annual street patching program is a preventative measure for asphalt streets in order to maintain the quality, drainage, and drivability, and to extend the life of the streets in the Village. This work should be completed over two days.
 - b. The Public Works Department developed contract documents and bids were solicited. Six bids were received and opened on January 14, 2022, with the results showing the low bidder as McGill Construction LLC. Their qualifications have been evaluated and they were determined to be qualified to perform this work. This contract conforms to purchasing requirements of the Village.
 - c. Trustee Travis said the bid amount exceeds the budgeted funds for this work. The Village reserves the right to reduce the scope of work included in a contract and the contractor is willing to reduce the contract amount to the budgeted amount. This contract must conform to the requirements of the Prevailing Wage Act. The fiscal impact of this Resolution is \$70,000.

Trustee Witko moved, seconded by Trustee Minx, to approve Resolution 22-05.

- d. Trustee Thill commented that he would like to see a list of the streets that would be impacted. Superintendent of Public Works Joe Dahm said he would provide the Board a list.

XII. TRUSTEES' REPORTS (continued)F. Trustee Witko: (continued)

Mayor DiMaria called for the vote on Resolution 22-05.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XIII. OTHER BUSINESS

NONE

XIV. WARRANTS

Trustee Grear presented the Warrant Register for February 14, 2022 in the amount of \$856,654.40. He moved to approve this evening's Warrant Register as presented, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XV. RESIDENTS' COMMENTS

NONE

XVI. ADJOURNMENT

There being no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Grear. **Motion passed unanimously via voice vote.**

The meeting adjourned at 7:17 p.m.

PASSED this 28th day of February, 2022.

Trustee Gear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED by me this 28th day of February, 2022.

Daniel P. DiMaria, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 28th day of February, 2022.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

Legislative Summary

Resolution 22-10

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHWEST WATER COMMISSION OF COOK COUNTY AND THE VILLAGE OF MORTON GROVE, ILLINOIS FOR THE SUPPLY AND PURCHASE OF WATER THROUGH AN EMERGENCY CONNECTION

Introduced:	February 28, 2022
Purpose:	To authorize an intergovernmental agreement with Northwest Water Commission for purchase of water through an emergency connection which will improve the resiliency of the Village's water supply system.
Background:	The Morton Grove-Niles Water Commission (MGNWC) supplies water to the Village for its community water supply. The water is purchased by the MGNWC from the city of Evanston. The Village currently has no back-up source of water in the event the MGNWC is unable to supply the Village with its full requirement of water. The Northwest Water Commission (NWC) is able to provide an emergency source of water for the Village at its booster station north of Dempster St. and west of Waukegan Road. The Village has negotiated terms for an Intergovernmental Agreement (IGA) whereby the NWC will supply water to the Village on an emergency basis pursuant to a connection to be built by the Village at its sole expense. The Village will be responsible for all design and construction costs. This resolution will authorize approval of the IGA.
Depart. Affected	Public Works Department
Fiscal Impact:	None
Source of Funds:	N/A
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Ralph E. Czerwinski, Village Administrator

RESOLUTION 22-10

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHWEST WATER COMMISSION OF COOK COUNTY AND THE VILLAGE OF MORTON GROVE, ILLINOIS FOR THE SUPPLY AND PURCHASE OF WATER THROUGH AN EMERGENCY CONNECTION

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Northwest Water Commission (the NWC”) operates a waterworks system to transport Lake Michigan water purchased from the City of Evanston to the water systems of the NWC's, members, and customers; and

WHEREAS, the Village owns and operates a waterworks system to provide Lake Michigan water for its residents and businesses. The Village receives its water from the Morton Grove-Niles Water Commission (“MGNWC”) who purchases the water from the city of Evanston; and

WHEREAS, it is in the best interest of the residents and businesses of the Village to have an alternative source of water if, during an unusual event or an emergency, the MGNWC cannot supply the Village with all its water needs; and

WHEREAS, the NWC is able to provide an emergency source of water for the Village at its booster station north of Dempster St. and west of Waukegan Road; and

WHEREAS, the NWC and the Village have negotiated terms for an Intergovernmental Agreement whereby the NWC will supply water to the Village on an emergency basis pursuant to a connection to be built by the Village at its sole expense; and

WHEREAS, pursuant to the Act, Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the NWC and the Village are authorized to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

Section 2. The Village Administrator or his designee is authorized to finalize the negotiations for and preparation of an Intergovernmental Agreement (the “IGA”) between the Northwest Water Commission of Cook County and the Village of Morton Grove for supply and purchase of water on an emergency basis in substantial conformity with Exhibit A.

Section 3. The President of the Village of Morton Grove is hereby authorized to execute, and Clerk is hereby authorized to attest to the IGA.

Section 4. The Village Administrator or his designees are authorized to take all steps necessary to implement the IGA.

Section 5. This Resolution shall be in full force and effect from and upon its passage and approval as provided by law.

PASSED THIS 28th DAY OF FEBRUARY 2022

Trustee Grear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED BY ME THIS 28th DAY OF FEBRUARY 2022

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

ATTESTED AND FILED IN MY OFFICE
THIS 1st DAY OF MARCH 2022

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Exhibit "A"

**THIS DOCUMENT IS A DRAFT AND REMAINS SUBJECT TO REVIEW, MODIFICATION
AND APPROVAL BY THE BOARD OF COMMISSIONERS OF THE NORTHWEST WATER
COMMISSION**

NORTHWEST WATER COMMISSION EMERGENCY INTERCONNECTION AGREEMENT WITH THE VILLAGE OF MORTON GROVE

This Emergency Interconnection Agreement, dated as of _____, 2022,
by and between the **NORTHWEST WATER COMMISSION**, Cook County, State of Illinois
(the "Supplier"), an Illinois municipal corporation, and the **VILLAGE OF MORTON GROVE**,
Cook County, an Illinois municipal corporation ("Customer").

WITNESSETH:

WHEREAS, the Supplier operates a Waterworks System (as defined in Section 2
below) to transport Lake Michigan water purchased from the City of Evanston to the water
systems of the Supplier's, members, and customers; and

WHEREAS, Customer owns and operates the waterworks system described in
Exhibit A attached to this Agreement (the "Customer System Map")

WHEREAS, Customer desires to be served with water from the Supplier under
Emergency Conditions (as defined in Section 2 below); and

WHEREAS, the Supplier is willing to provide water to Customer under Emergency
Conditions; and

WHEREAS, the Supplier has entered into a contract with the City of Evanston to
purchase Lake Michigan water sufficient to meet the water supply needs of the Supplier; and

WHEREAS, pursuant to the Act, Article VII, Section 10 of the Illinois Constitution of

1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Supplier and Customer are authorized to enter into this Agreement; and

WHEREAS, Customer recognizes that the Supplier will incur certain additional costs in adding Customer to the Waterworks System under Emergency Conditions; and

WHEREAS, by the execution of this Agreement, Customer is surrendering none of its rights to the ownership and operation of the Customer System, except as expressly provided for, and only to the limited extent so provided for, in this Agreement, and the Supplier is surrendering none of its rights to the ownership and operation of its Waterworks System, but each expressly asserts its continued right to operate such systems; and

WHEREAS, Customer recognizes that the Supplier may in the future enter into contracts with other members and customers; and

WHEREAS, Customer recognizes that Customer is not a Contract Customer of the Supplier;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Supplier and Customer hereby agree as follows:

SECTION 1. PREAMBLES.

The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this Agreement.

SECTION 2. DEFINITIONS. .

The following words and phrases shall have the following meanings when used in this Agreement:

- A. "Agreement" means this Emergency Interconnection Agreement.

B. "Customer" means the Village of Morton Grove, a home rule municipal corporation located in Cook County, Illinois

C. "Customer Rate Per 1,000 Gallons" means the generally applicable retail customer rate as established from time to time by Supplier. The current rate is \$1.99 per 1,000 gallons, subject to annual amendment by Supplier based on a pro-rata increase of Supplier's cost of water or reasonable operational costs. Written notice of any annual amendment shall be provided to the Customer along with all documentation justifying the increase. This rate is based on a (1) capital charge based on current capacity which is presently \$0.69/1000 gallons; (2) operation and maintenance costs of the Supplier based upon actual usage which is presently \$1.30/1000 gallons; and (3) cost charged by the City of Evanston, that are not included in the operation and maintenance costs charged pursuant to items to item (2) above (collectively the "Rate Formula"). The adjustment to the rate will be examined by the Commission and subject to adjustment by the commission pursuant to the Rate Formula set forth herein. With the unit of measure for Potable Water delivered shall be gallons of water, US Standard Liquid Measure, and all measuring devices shall be co calibrated unless the Supplier and the Customer agree otherwise in writing. Should it become necessary or desirable to use other units of measure, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

D "Customer System" means the waterworks system described in Exhibit A attached to this Agreement.

E. "Customer System Connection Facilities" means those portions of the Customer System between the Point of Delivery and influent side of the Customer's existing Waterworks System, which facilities are depicted in the final plans attached as Exhibit D to this Agreement. The Customer System Connection Facilities will be owned by the Customer.

F. Emergency Use of Water. Upon completion of the Improvements, the Customer shall be authorized to utilize the Emergency Interconnection Facilities to supplement its potable water supply during an Emergency Use of Water event, by drawing upon the potable water supply of the other, subject to the terms set forth herein. For the purposes of this Agreement, an "Emergency Use of Water " event shall be defined as a temporary period of time, not to exceed five days, during which the Customer is experiencing or anticipates not being able to supply average day demand, or low water storage levels which it determines in its sole discretion to be a threat to public safety, health, fire prevention or fire suppression requirements. The flow rate through the Emergency Interconnection Facilities shall not exceed 3.88 million gallons per day ("mgd") without the express prior permission of both Parties.

G. "Emergency Service" means all water supplied to Customer pursuant to this Agreement.

H. "Fiscal Year" means the fiscal year of the Supplier.

I. "Interconnection Facilities" and "Emergency Interconnection Facilities" means the Supplier Connection Facilities and the Customer System Connection Facilities.

J. "Interconnection Facilities Cost" means (i) the full actual cost incurred by the Customer and the Supplier in connection with the preliminary design of the Interconnection Facilities, including without limitation all reasonable legal, engineering, consulting and administrative fees, costs and expenses associated therewith, and (ii) the full actual cost incurred in connection with (a) the final design, bidding, contracting, managing and actual construction of the Interconnection Facilities, including without limitation equipment required

for the operation of the Interconnection Facilities, and all reasonable administrative, supervisory, inspection, engineering, surveying and legal fees, costs and expenses associated therewith; (b) the acquisition of lands, easements and rights of way over lands and waters necessary for the Interconnection Facilities, and all reasonable administrative, title, surveying and legal fees, costs and expenses associated therewith; and (c) mutually agreed reasonable costs for the review and processing of plans and agreements for the Interconnection Facilities, including without limitation all legal, engineering, consulting and administrative fees, costs and expenses associated therewith. All costs which will impact the other party will be preapproved by the impacted party. All costs after the new connection valve provided by the supplier or the defined Point of Delivery shall be that of the purchaser, see Exhibit B and Exhibit C for description.

K. "Lake Water" means potable, filtered water drawn from Lake Michigan.

L. "Morton Grove – Niles Water Commission" means Customer's regular water source of Lake Michigan water.

M. "Point of Delivery" means the point at which the Lake Water delivered to Customer pursuant to this Agreement leaves the Supplier Connection Facilities and enters the Customer System Connection Facilities. The Point of Delivery shall be at a point 10 feet south of the outside wall of the vault containing the water meter.

N. "Source" means the Northwest Water Commission.

O. "Source Contract" means the Water Supply Contract, dated March 4, 1981, between the Supplier and the City of Evanston, as amended or supplemented from time to

time.

P. "Supplier" means the Northwest Water Commission, State of Illinois.

Q. "Supplier Connection Facilities" means the portions of the Waterworks System between the Point of Delivery and existing Waterworks System to be constructed pursuant to this Agreement by the Customer to connect the Customer System to the existing Waterworks System, which facilities are depicted in the preliminary and final plans attached as Exhibits C C-1 and C-2 to this Agreement and which shall be owned by the Supplier. The Supplier Connection Facilities include the valve, the valve vault, meter, backflow preventer as well as any other necessary ancillary appurtenances.

R. "Waterworks System" means all the Supplier's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the Source's water supply system to the Supplier's customers. The Customer System Connection Facilities are not part of the Waterworks System.

SECTION 3. CONSTRUCTION OF THE INTERCONNECTION FACILITIES.

A. Plans and Specifications for Supplier Connection Facilities and Customer System Connection Facilities and Interconnection Facilities Costs. Customer shall, at its sole cost and expense, prepare, and submit to the Supplier for its review and approval, complete detailed plans, specifications and construction contract documents for the Supplier Connection Facilities and Customer System Connection Facilities and Interconnection Facilities Costs not later than 120 days after execution of this agreement. The Supplier shall provide its comments

and revisions to Customer within 28 days after receipt of the complete detailed plans, specifications and construction contract documents for the Supplier Connection Facilities and Customer System Connection Facilities. Customer shall incorporate all required changes to such documents after receipt of the Supplier's comments and revisions.

B. IEPA and Other Approvals for Supplier Connection Facilities and Customer System Connection Facilities. Customer shall, at its sole cost and expense and within 28 days after receipt of the Supplier's comments and revisions pursuant to Subsection 3A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency and every other federal, state or local governmental body having jurisdiction over any element of the Customer System Connection Facilities and Supplier Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of Supplier Connection Facilities and Customer System Connection Facilities. Unless precluded by events or acts beyond the control of Customer, Customer shall, at its sole cost and expense, cause construction of the Supplier Connection Facilities and Customer System Connection Facilities to be commenced within 90 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Supplier Connection Facilities and Customer System Connection Facilities. The Supplier shall have the right to inspect, with prior notice, all construction related to the Customer System Connection Facilities. Upon completion of the construction of Supplier Connection Facilities customer shall convey Supplier Connection Facilities to Supplier by Bill of Sale.

D. Connection of Supplier Connection Facilities and Customer System Connection Facilities. The Customer's operation of the Customer's Waterworks System, including, without limitation, its pressure adjusting stations, shall not cause surges or back-flows into the Supplier's Waterworks System. Any connection from the Supplier's Connection Facilities and/or Supplier's Waterworks System to the Customer's System Connection Facilities shall be provided with air gap protection or backflow prevention. The Supplier shall not be responsible for any damage to the Customer's Waterworks System caused by the design, operation, or maintenance of the Customer's Waterworks System. The Customer shall be solely responsible for delivering Potable Water to its customers at pressures required or necessary to make such delivery.

E. Illustrative Schedule of Events. An "Illustrative Schedule of Events" depicting, on the basis of assumptions concerning the length of time that will be required to secure various governmental approvals, the sequence of work pursuant to this Section 3 is attached to this Agreement as Exhibit E. In the event of any conflict or inconsistency between the provisions of Exhibit E and the provisions of this Section 3, the provisions of this Section 3 shall control.

SECTION 4. MEASURING EQUIPMENT.

A. Flow Meter. The Customer shall, pursuant to the timetable established in Section 3 of this Agreement for the Supplier Connection Facilities, furnish and install at the meter vault to be constructed by the Customer a flow meter meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Agreement. Customer and Supplier shall have access to the flow meter for

examination, inspection, calibration, and adjustment at reasonable times, but the reading for billing purposes shall be collected by the Supplier and sent to the Customer each month. The Supplier shall keep an official record of the readings taken from the flow meter a copy of which record shall be provided to Customer upon request. At least once in each Fiscal Year, the Supplier shall calibrate the flow meter measuring the Lake Water delivered to the Customer System, and the Supplier, if they choose, and Customer shall jointly observe any adjustments that are made to the flow meter in case any adjustments shall be necessary. If any backflow prevention devices have been installed, then such backflow prevention devices shall be tested at least every 12 months by Customer in the presence of a representative of the Supplier, if they choose, and the Customer will make any repairs and replacements of the backflow prevention devices in case any adjustments shall be necessary. The Customer will submit all backflow test results to the Supplier or its designee.

B. Meter Malfunctions. If the Supplier or Customer at any time observes evidence of flow meter malfunction, such party shall promptly notify the other party, and the Supplier and Customer shall then cooperate to procure an immediate calibration test and such adjustment, replacement or other work necessary to return the flow meter to accuracy. The party who discovers such variation or malfunction shall give the other party notice not less than 48 hours prior to the time of any test of any meter (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of said representative notwithstanding any other provision of this Subsection 4B. If the percentage of inaccuracy of the flow meter is found to be in excess of two percent, registration thereof shall be corrected

by agreement of the Supplier and Customer based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable. If for any reason the flow meter is out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, then the Lake Water delivered during the period the flow meter is out of service or out of repair shall be estimated:

1. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or
2. If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering the quantity consumed by Customer's own customers as measured by the meters located on their premises.

C. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Supplier and Customer otherwise agree.

SECTION 5. OPERATION OF THE INTERCONNECTION FACILITIES.

A. Emergency Conditions. The Interconnection Facilities shall be utilized as specified in this Agreement unless otherwise approved, in writing, by the Supplier, pursuant to the sequence of operations set forth in Exhibit F.

B. Notice of Emergency Use of Water Event Customer shall give telephonic notice to the Supplier of the need to declare an Emergency Use of Water event, the expected

duration of Emergency Use of Water event and the amount of Lake Water needed during the Emergency Use of Water event prior to the operation of the Interconnection Facilities. The Interconnection Facilities shall not be operated unless and until Customer shall have given said notice to the Supplier. Supplier may discontinue or limit Emergency Service pursuant to Section 5 E below.

C. Notices During Emergency Use of Water Event. Customer shall provide daily telephonic notice to the Supplier for so long as Emergency Service continues during an Emergency Use of Water event and shall provide telephonic notice to the Supplier before final shut-off of Emergency Service for each such Emergency Use of Water event.

D. Record of Use During Emergency Use of Water Event. The Supplier shall create a record of each occurrence of Emergency Service, a copy of which shall be provided to Customer upon request and along with the invoice for the occurrence of Emergency Service. The Customer will collect and report the meter reading daily to the Supplier when Emergency Service continues for more than two consecutive days.

E. Limited Emergency Supply. The Supplier shall use its best efforts, within a reasonable time, to supply Customer with the amount of Lake Water from time to time available to the Supplier. The Supplier's obligation to furnish Lake Water as hereinabove provided shall be limited by (i) the amount of Lake Water from time to time available to the Supplier; (ii) the capacity of the Waterworks System; and (iii) the Lake Water demand of other emergency service customers of the Supplier; and (iv) ordinary transmission loss, including standard metering error, between the Supplier's source of supply and the flow meter

described in Subsection 4A of this Agreement. Customer acknowledges that the Supplier may enter into contracts for the sale by the Supplier of Lake Water during emergency conditions to emergency service customers other than Customer. In the event that Customer experiences a qualified Emergency Use of Water event at the same time as any one or more, or all, other emergency service customers are experiencing emergency conditions, as defined in their respective emergency interconnection agreements with the Supplier, Customer shall be entitled, subject to the limitations of this Agreement and to the fullest extent possible, to receive during such period an equivalent share of the amount of Lake Water then available to the Supplier, as determined by the Supplier in its sole and absolute discretion. Under no circumstances, however, shall the Supplier furnish Lake Water pursuant to this Agreement where such action would have an adverse impact on the Supplier's operations. The Supplier agrees to use its best efforts to supply such excess amounts of Lake Water available to the Supplier in the event of a qualified Emergency Use of Water event, subject to the limitations of this Agreement, but the Supplier does not hereby guaranty delivery of Lake Water.

G. Manner of Operation and Maintenance. The Interconnection Facilities shall be operated and maintained by Customer in such a manner as at no time to place or threaten to place Supplier or Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the operation of a public water supply. In addition, the Interconnection Facilities shall be operated and maintained by Customer in such a manner as at no time to place or threaten to place Supplier or Waterworks System in jeopardy of failing to meet the terms of Source Contract. The

Interconnection Facilities shall be placed into operation by the Customer on a monthly basis, or more frequently if required, to maintain the integrity of the Emergency Interconnection Facilities. Supplier reserves the right to suspend or terminate any service in the event it determines there is a pressure or water quality threat to Waterworks System.

H. Duration of Emergency Service; Limits on Emergency Conditions. Emergency Service for each such qualified Emergency Use of Water event shall be provided by the Supplier for only so long as the qualified Emergency Use of Water event exists to allow Customer to promptly restore, using all due diligence, the flow capacity to meet or exceed average daily demand of the Customer System, or to allow the Morton Grove – Niles Water Commission to promptly restore, using all due diligence, full service to Customer, but in no event longer than five days for each such qualifying Emergency Use of Water event, except as otherwise allowed by this Agreement or agreed by the parties. Provided, however the flow rate shall not exceed 3.88 mgd.

If the Customer's failure or refusal to maintain the Customer System as required by Subsection 6F of this Agreement results in repeated or excessive Emergency Service, as determined by the Supplier in its reasonable discretion, the Supplier may (i) upon 60 days written notice reduce or discontinue delivery of Lake Water to Customer until the Customer System is repaired so as to restore its ability to deliver water and function reliably as originally designed, as determined by the Supplier in its reasonable discretion, or (ii) terminate this Agreement on 90 days advance written notice to Customer unless the parties reasonably agree that Customer will need more than 90 days to repair its system, in which case the Customer shall submit and the Supplier shall reasonably approve a remediation plan for such

repairs and the Agreement shall not be terminated so long as the Customer diligently pursues said approved remediation plan.

In the event Customer's supplier's inability to supply Customer's average day demand results in repeated or excessive Emergency Service hereunder, as determined by the Supplier in its reasonable discretion, the Supplier shall have the right to demand Customer submit and follow a reasonable remediation plan or take such other reasonable corrective action as requested by Supplier in writing, and in extreme cases if the remediation plan is not reasonable or is not followed, to terminate this Agreement on 180 days advance written notice to

Customer (but not before the cost of the Interconnection Facilities has been fully amortized on Customer's audited financial statements).

Upon delivery of any such notice of termination, all amounts to be paid by Customer to the Supplier under this Agreement, shall be immediately due and payable to the Supplier. The Supplier may, in its discretion, provide Emergency Service beyond the limitations set forth in this Subsection.

SECTION 6. SPECIAL CONDITIONS AND COVENANTS.

A. Construction of Interconnection Facilities. Both the Supplier and Customer will make a diligent effort to have the Interconnection Facilities completed by the dates specified in Section 3 of this Agreement, but neither the Supplier nor Customer do in any way hereby guaranty completion by such times. Supplier and Customer acknowledge and agree, however, that the Supplier shall not be liable to Customer for any damages occasioned by or in any way related to delays in the completion of the Supplier Connection Facilities or delays in the

delivery of Lake Water through the Interconnection Facilities, and all payments provided for under this Agreement shall remain due and payable in accordance with the terms of this Agreement notwithstanding any such delay.

B. Lake Water Only. Except with the prior approval of Customer, the Supplier shall not deliver any water to the Customer System other than Lake Water.

C. Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Supplier to the Point of Delivery and thereupon shall pass to Customer.

D. Water Quality. The Supplier shall supply Customer with Lake Water of a quality commensurate to that furnished to its resident customers and meeting the requirements and standards of any federal or state agency as shall have jurisdiction from time to time for the operation of public water supplies such as the Waterworks System. The Supplier bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the Point of Delivery to Customer. Customer shall be responsible for ensuring that Lake Water supplied to Customer pursuant to this Agreement is properly treated after the Point of Delivery to Customer so as to meet the requirements and standards of any federal or state agency as shall have jurisdiction from time to time for the operation of public water supplies.

E. Maintenance and Operation of Customer System. Customer shall operate the Customer System and the Customer System Connection Facilities in such a manner as at no time to place the Supplier and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the Supplier's operation of its Waterworks System. Customer shall be responsible for the continuity, care,

conservation, preservation, operation and maintenance of the Customer System and the Customer System Connection Facilities in a first rate condition, and Customer shall regularly and systematically perform such maintenance, repair, preservation, and replacement of any and all parts or portions thereof necessary to restore or preserve and protect the ability of the Customer System and the Customer System Connection Facilities to deliver water and function reliably as originally designed. The Supplier and Customer shall notify each other immediately of all emergency and other conditions which may directly or indirectly affect the Waterworks System, the Customer System, the Interconnection Facilities or the quantity or quality of the Lake Water received pursuant to this Agreement. Customer shall own and maintain the Customer System and the Customer System Connection Facilities, and all improvements and extensions of the Customer System and the Customer System Connection Facilities, in good repair and working order, will operate the Customer System and the Customer System Connection Facilities efficiently, and will punctually perform all duties with respect to the Customer System and the Customer System Connection Facilities as may be required by this Agreement, and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage or other loss to the Customer System or the Customer System Connection Facilities affecting Customer's ability to deliver water to any of Customer's customers, Customer shall promptly restore the Customer System or the Customer System Connection Facilities and their capacity to so deliver water. In the event Supplier determines there is a pressure or water quality threat to Supplier's Water System, Supplier shall have the Right to terminate service. In the event of a discontinuance, the Supplier shall use best efforts to provide the Customer with 24 hours notice in advance of the discontinuance. The Supplier reserves the right to

terminate water service without notice in the event of an emergency.

F. Maintenance and Operation of Supplier Connection Facilities. Customer shall at its sole cost and expense maintain the Supplier Connection Facilities in accordance with the same conditions as in paragraph E above. In addition, and if applicable, the backflow preventer shall be inspected once a year by a certified Cross Connection Device Inspector. A copy of the inspection report shall be delivered to the Supplier within thirty (30) days of the inspection.

G. Insurance. Customer shall carry insurance or maintain self-insurance with respect to the Customer System and the Customer System Connection Facilities of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing *any* accounts from which payments for settlements, judgments or expenses were advanced.

H. Release and Indemnification. Customer hereby releases the Supplier from, agrees that the Supplier shall not be liable or responsible for, and agrees to indemnify and hold the Supplier, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers and attorneys, harmless from: (i) any liabilities for any loss or

damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, maintenance, use or operation of the Customer System or the Interconnection Facilities; or (ii) any liabilities, losses or damages, or claims therefor, arising out of the failure, or claimed failure, of Customer to comply with its covenants or obligations contained in this Agreement; or (iii) any liabilities, losses or damages, or claims therefor, arising out of the delay, or claimed delay, in the commencement of, or the failure to provide, Emergency Service to Customer in the event of an Emergency Condition, including, in each such case, attorneys' fees and administrative expenses, except in each case to the extent caused by Supplier's negligence. Customer agrees to indemnify and hold the Supplier harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees and administrative expenses), judgments and liabilities incurred by the Supplier in connection with any action, suit or proceeding instituted or threatened by any third party in connection with this Agreement or the matters mentioned in this Subsection 6H, except in each case to the extent caused by Supplier's negligence. If any such claim is asserted, the Supplier shall give prompt notice to Customer, and Customer, if requested by the Supplier, shall assume the defense thereof; it being understood, however, that Customer shall not settle or consent to the settlement of any such claim without the written consent of the Supplier. Nothing contained in this Agreement shall constitute a waiver by the Supplier of any right, privilege or defense available to the Supplier under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 7. PRICES AND TERMS OF PAYMENT.

A. Cost of Water Supplied. Customer shall pay to the Supplier, at the time specified in Subsection 7B below, for the cost of Lake Water supplied at a water rate stated as dollars or cents per 1,000 gallons that is equal to the Customer Rate Per 1,000 Gallons.

B. Bills and Due Date. The Supplier shall notify Customer of the total amount due from Customer under this Agreement for each month on or before the 10th day of the following month. Payment shall be due within 30 days after the date of notification.

C. Disputed Payments. If Customer desires to dispute any payment, or part thereof, due or claimed to be due under this Agreement, Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Supplier that charges are disputed, the grounds for dispute and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time Customer knew or should have known of the facts giving rise to the dispute. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Agreement shall be referred to arbitration for review or settlement. Upon receipt of a notification of dispute, representatives of the Supplier shall meet promptly with representatives of Customer to resolve such dispute. If the Supplier and Customer determine that all or a portion of the disputed payment should be refunded to Customer, then such sum shall be refunded with interest thereon at the rate established in Subsection 7D below from the date such disputed payment was made.

D. Interest on Overdue Payments. If Customer shall fail to make any payment required under this Agreement on or before its due date, Customer shall be in default, and

interest on the amount of such payment shall accrue, and be compounded on a monthly basis, during the period of non-payment at a rate not to exceed the Prime Rate plus two percent. Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by Customer within 30 days after the date such payment becomes due, then the Supplier, at its option and in its discretion, may reduce or discontinue delivery of Lake Water to the Customer System until the amount due is paid in full with interest as herein specified. The Supplier shall give notice to Customer not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7D. If the Supplier reduces or discontinues the delivery of Lake Water under such circumstances, Customer shall nevertheless continue to be liable to pay all charges provided for herein. The rights specified in this Subsection 7D shall be in addition to all other rights and remedies available to the Supplier under this Agreement, at law, or in equity for breach of any of the provisions of this Agreement.

SECTION 8. ASSIGNABILITY.

Customer shall not assign or transfer this Agreement or any rights or interests herein without the advance written consent of the Supplier.

The right to receive all payments that are required to be made by Customer to the Supplier in accordance with the provisions of this Agreement may be assigned by the Supplier to any trustee as provided in any bond ordinance to secure the payment of the principal of and the premium, if any, and interest on the bonds as those amounts come due, subject to the application of those payments as may be provided in any bond ordinance. Customer, upon

notice of assignment to any such trustee, shall make all payments directly to such trustee. Further, the rights of the Supplier to enforce the provisions of this Agreement may be assigned to any such trustee and, in such event, such trustee shall have the right to enforce this Agreement at law or in equity with or without the further consent or participation of the Supplier. The Supplier also may retain the right to enforce this Agreement.

SECTION 9. REGULATORY BODIES.

The Supplier through this Agreement seeks to exercise and maintain all sovereign rights granted to it under and through the Constitution' and laws of the State of Illinois. This Agreement shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation or law on any basis, including the impairment of this Agreement.

SECTION 10. NOTICES; EVIDENCE OF ACTIONS.

A. Notices. All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States mail, by certified mail with return receipt requested, postage prepaid, and addressed as follows:

To the Supplier: Northwest Water Commission Attn: Executive Director 1525 North Wolf Road Des Plaines, IL 60016

To Customer: Village of Morton Grove Attn: Village Administrator
6101 Capulina Avenue Morton Grove, IL 60053

until and unless other addresses or addressees are specified by notice given in accordance

herewith.

B. Evidence of Actions. Any action hereunder to be taken by the Supplier or Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances, as applicable) duly certified by the Clerk of the Supplier or the Clerk of Customer.

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be made or given by Customer pursuant to this Agreement shall be in writing, signed by a duly authorized officer, agent or attorney of Customer.

SECTION 11. EFFECTIVE DATE; TERM AND TERMINATION.

A. Effective Date. This Agreement shall be effective upon authorization and execution by both parties hereto.

B. Term. After taking effect, this Agreement shall continue in force and effect for a term of twenty (20) years, plus two (2) 10-year extensions unless extended upon prior written approval of the Supplier and Customer, provided however, if the Supplier is no longer able to supply water to Customer, Supplier has the right to terminate this Agreement upon one-year written notice to Customer or if Supplier is not reasonably able to provide said one-year written notice, Supplier shall supply written notice as soon as reasonably possible.

C. Termination. This Agreement may be sooner terminated by the Supplier, in its reasonable discretion, (i) at any time the terms, conditions and limitations of this Agreement are not satisfied and Customer fails to cure such breach within ninety (90) days after written

notice, or (ii) as provided in Subsection 5 of this Agreement. This Agreement may be sooner terminated by Customer, in its reasonable discretion, (i) at any time the terms, conditions and limitations of this Agreement are not satisfied, and Seller fails to cure such breach within ninety (90) days after written notice. In the event of any such termination, the Supplier shall have the right, but not the obligation, to disconnect the Customer System Connection Facilities from the Supplier Connection Facilities and the Waterworks System. All payment obligations and all representations, warranties, releases, and indemnities shall survive any such termination. The rights specified in this Subsection 11 shall be in addition to all other rights or remedies available under this Agreement, at law or in equity for breach of any provision of this Agreement.

SECTION 12. GOVERNING LAW.

This Agreement shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

SECTION 13. MODIFICATIONS OR AMENDMENTS.

This Agreement shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of Customer to make payments to the Supplier to meet the Supplier's obligations under the Source Contract, the Charter Customer Contract, and the Bond Ordinances.

SECTION 14. AUTHORITY TO EXECUTE.

The Supplier and Customer hereby warrant and represent to the other that (i) it has the right, power and authority to enter into this Agreement and to agree to the terms, provisions

and conditions set forth herein and to bind itself as set forth herein, (ii) all legal action needed to authorize the execution, delivery and performance of this Agreement have been taken, and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by it hereunder will (a) result in a breach or default, or cause an acceleration of liabilities or payments, under any agreement to which it is a party to which its property is bound or (b) violate any statute, law, restriction: court order or agreement to which it or any of its property is subject.

SECTION 15. EXHIBITS INCORPORATED.

Exhibits A, B, C, C-1, C-2, D, E and F to this Agreement are hereby fully incorporated into this Agreement as substantive provisions of this Agreement.

SECTION 16. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

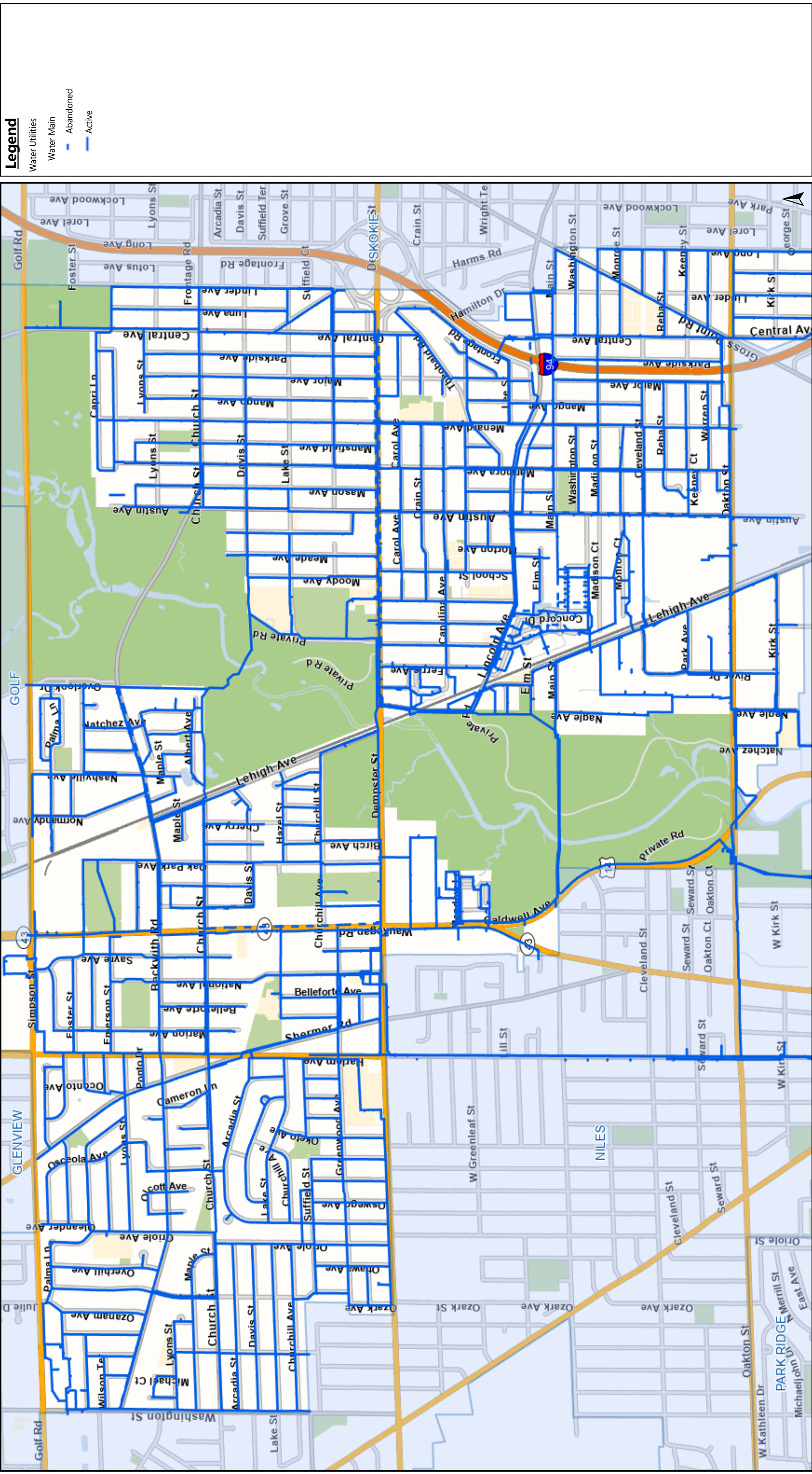
IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

Village of Morton Grove

By:

Northwest Water Commission

By:



Legend

- Water Utilities
- Water Main
- Abandoned
- Active

Notes

Print Date: 3/23/2021

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Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

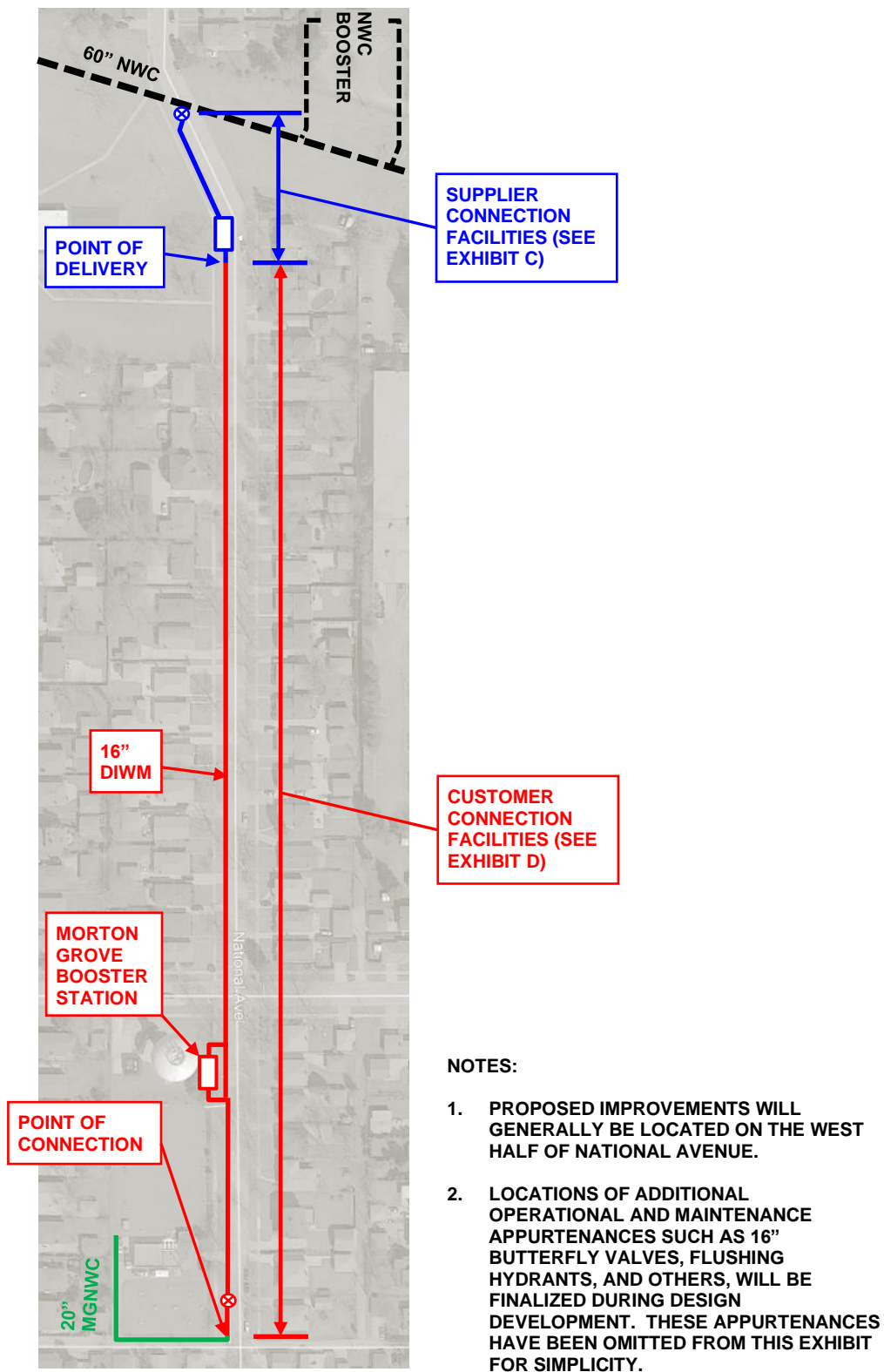


EXHIBIT B
EMERGENCY INTERCONNECTION OVERVIEW

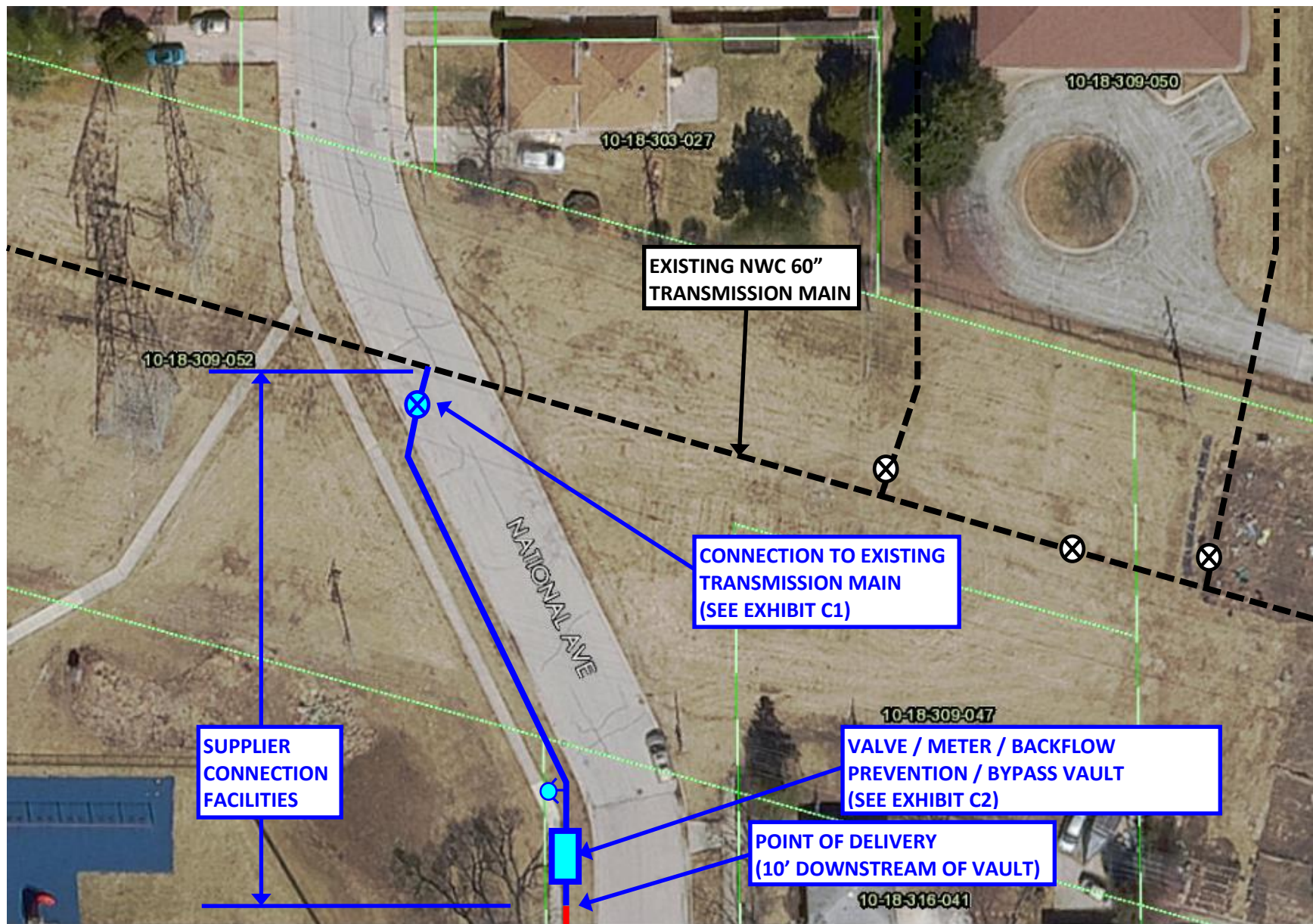
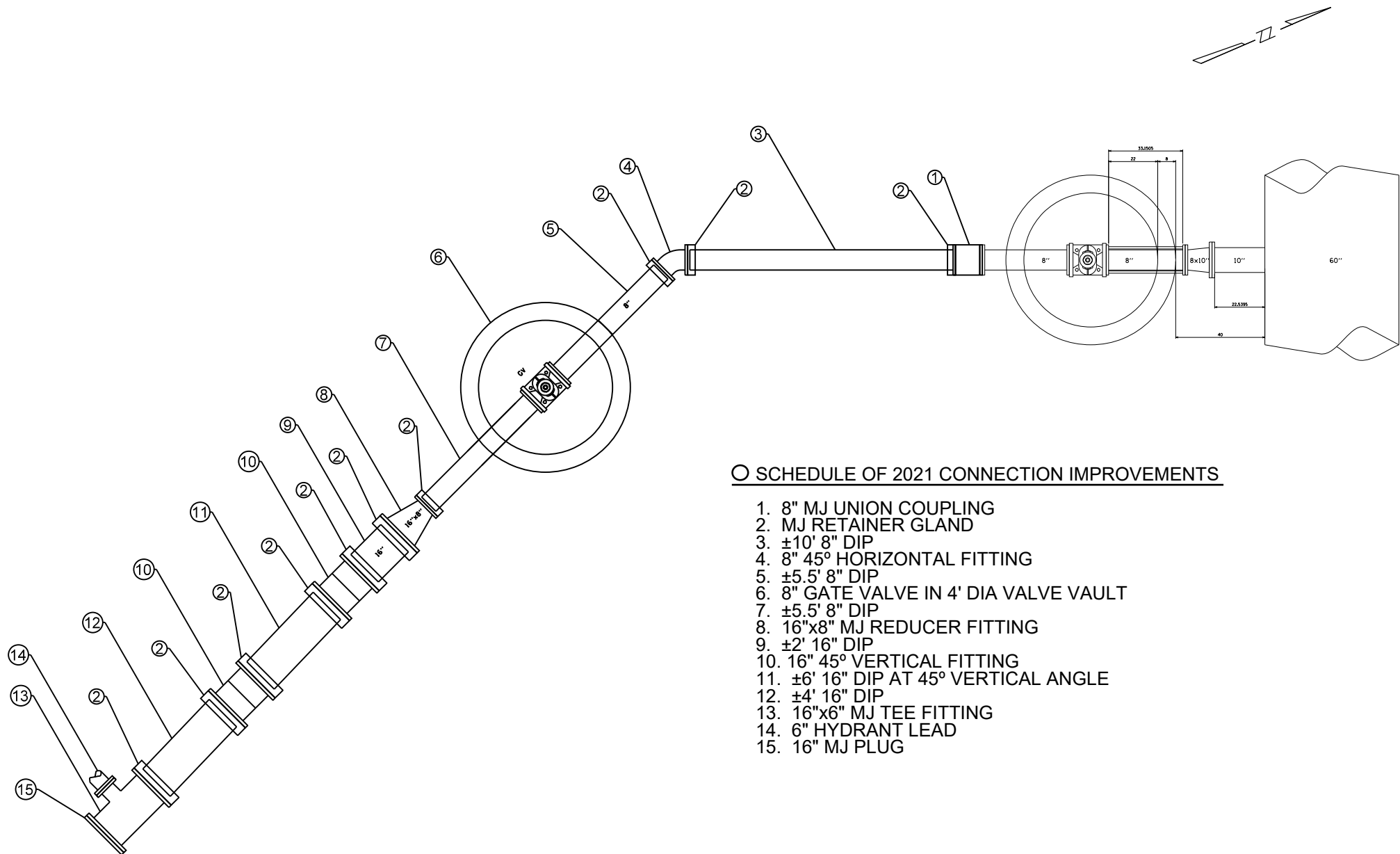


EXHIBIT C
SUPPLIER CONNECTION FACILITIES



○ SCHEDULE OF 2021 CONNECTION IMPROVEMENTS

1. 8" MJ UNION COUPLING
2. MJ RETAINER GLAND
3. $\pm 10'$ 8" DIP
4. 8" 45° HORIZONTAL FITTING
5. $\pm 5.5'$ 8" DIP
6. 8" GATE VALVE IN 4' DIA VALVE VAULT
7. $\pm 5.5'$ 8" DIP
8. 16"x8" MJ REDUCER FITTING
9. $\pm 2'$ 16" DIP
10. 16" 45° VERTICAL FITTING
11. $\pm 6'$ 16" DIP AT 45° VERTICAL ANGLE
12. $\pm 4'$ 16" DIP
13. 16"x6" MJ TEE FITTING
14. 6" HYDRANT LEAD
15. 16" MJ PLUG

EXHIBIT C-1: CONNECTION DETAILS

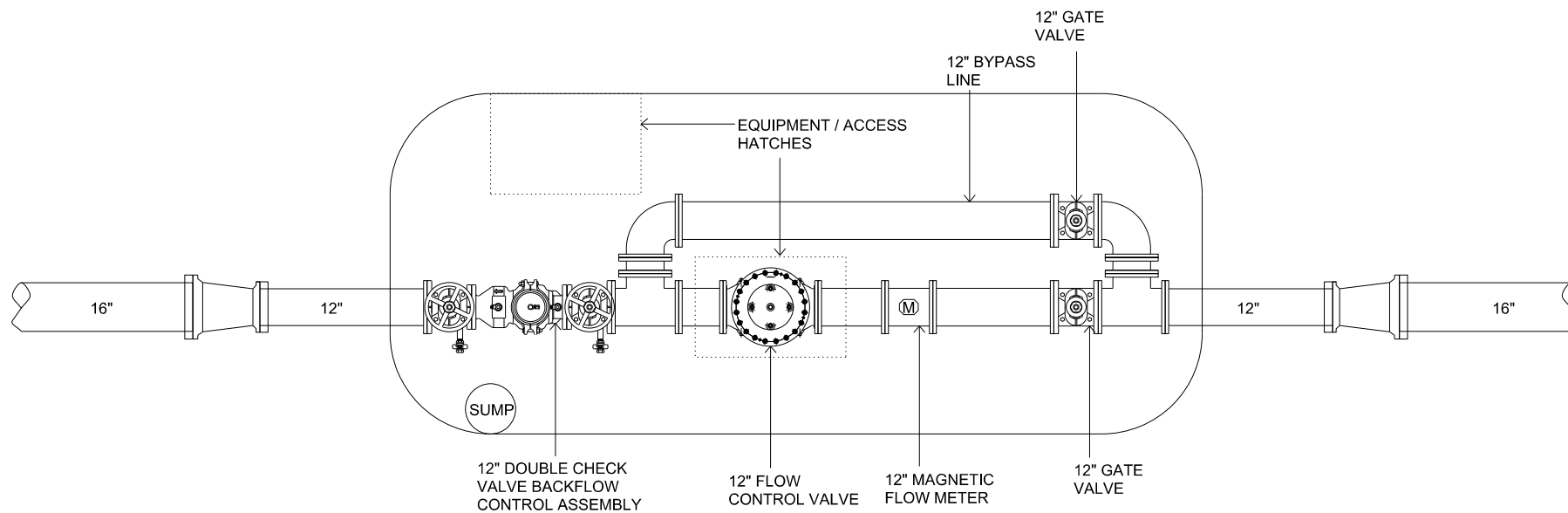


EXHIBIT C-2: PRELIMINARY METER / FLOW CONTROL / BACKFLOW PREVENTION DEVICES DETAIL

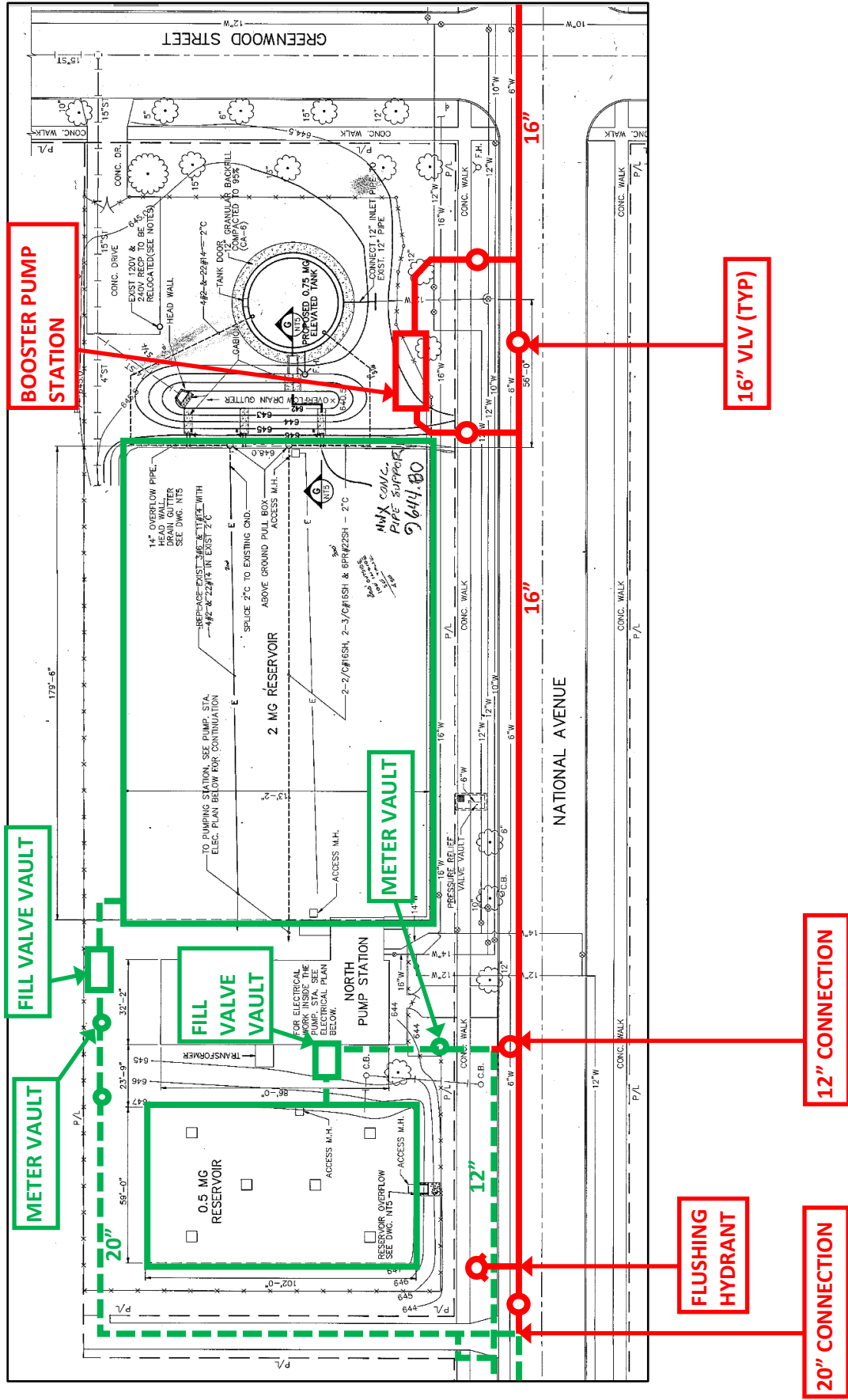


EXHIBIT D
CUSTOMER CONNECTION FACILITIES

EXHIBIT E - ILLUSTRATIVE SCHEDULE OF EVENTS

Cumulative Days	Anticipated Elapsed Days	Example Dates	Task/Project Action
Start	0	02/01/2022	Project Bidding Documents & Plans - Pre-Final Submittal
14	14	02/01/22 - 02/15/22	Bidding Document & Plan Review
28	14	02/16/22 – 03/02/22	Final Submittal of Bidding Document & Plan
54	26	03/07/22 03/10/22 – 03/24/22	Contact Advertising Agencies Active Advertising
58	4	03/28/22	Bid Opening
72	14	04/11/22	Board Approval
86	14	04/25/22	Notice to Proceed
142	56	06/20/22	Submittal Period (8 weeks)
282	140	06/20/22 - 11/07/22	Procurement (20 weeks)
312	30	11/07/22 - 12/05/22	Station Installation and Commissioning (4 weeks)

EXHIBIT F SEQUENCE OF OPERATIONS

Interconnection Pressures

The Northwest Water Commission (NWC) will provide an estimated delivery pressure to the Village of Morton Grove (Morton Grove) of approximately 8-14 psi without the booster pump station operating. However, there may be times (e.g. during maximum day demand) when NWC's Booster Pumping Station needs to be operated for their own needs. In these situations, NWC will provide a pressure of approximately 28 to 46 psi. Note that the above pressures include estimated head losses through the meter station and backflow preventer. Should the booster pump station be required to operate (e.g. to meet IEPA requirements, to prevent Morton Grove pump cavitation, etc.), Morton Grove will pay for all costs (power, staffing, etc.) associated with the operation of the booster pump station.

General Sequence of Operations (NWC supplies Morton Grove)

1. Morton Grove will contact NWC to request operation of the interconnection facilities. The point of contact will be the NWC Control Room/Operator who will contact the appropriate personnel.

The decision sequence will be as follows:

1. A determination will be made if NWC is able to supply water to Morton Grove.
2. NWC will determine whether or not the NWC booster pump station is required to be operated.
3. If the NWC booster pump station is required, NWC will request the City of Evanston to operate the station.
4. NWC will manually open the 8-inch diameter valve adjacent to their existing booster pump station in Morton Grove.
5. NWC will open (remotely or otherwise) their future control valve to supply Morton Grove.
6. Morton Grove will begin operations of their own facilities, including, but not limited to opening valves, starting pumps (if needed), etc.
7. Morton Grove will notify NWC when they no longer need future water.
8. NWC will cease their supply to Morton Grove by closing the control valve and existing 8-inch diameter gate valve.

Assumptions

1. NWC has no backup generator or power.
2. The interconnect will be only used for NWC and Morton Grove (i.e. the water will not be used to supply Niles or the Morton Grove-Niles Water Commission).
3. The meter vault will contain a control valve, which will be operated by NWC. This will enable NWC to limit flow to Morton Grove to a maximum of 3.88 mgd.
4. The interconnect will be operated/exercised on a regular basis, under non-emergency conditions at a mutually agreed upon time interval and under mutually agreed upon conditions.
5. Two buried, flush hydrants will be included in the interconnection facilities.
6. A minimum of hourly communication will take place during use of the interconnect.

Interconnection Facilities Access

During any required access of the Interconnection Facilities, the Northwest Water Commission (NWC) and the Village of Morton Grove shall jointly meet on site for mutual access of the facilities.

Legislative Summary

Resolution 22-08

AUTHORIZING A CONTRACT WITH A LAMP CONCRETE CONTRACTORS, INC. FOR THE DEMPSTER STREET STREETScape IMPROVEMENTS PROJECT

Introduced:	February 28, 2022
Purpose:	To authorize the Village Administrator to execute a contract with A Lamp Concrete Contractors, Inc. for Dempster Street Streetscape Improvements Project.
Background:	<p>The Village completed streetscape improvements in 2011 along both sides of Dempster Street from Ferris Avenue to Central Avenue. Resolution 18-08 authorized a task order with Ciorba Group, Inc. to design streetscape improvements to extend the streetscape along the south side of Dempster Street from Lincoln Avenue to Narragansett Avenue.</p> <p>Bids were solicited on the Village website for twelve business days. Forty-one entities downloaded contract documents. Seven bids were received and opened on February 17, 2022. The tabulation of bids is attached as Exhibit "A". A Lamp Concrete Contractors, Inc. submitted the lowest bid. The qualifications of A Lamp Concrete Contractors, Inc. have successfully completed similar improvements for the Village. This contract conforms to purchasing requirements of the Village. This contract must conform to the requirements of the Prevailing Wage Act.</p>
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$194,724.30 for the contract plus up to \$50,000 in changes order approved by the Village Administrator
Source of Funds:	2022 General Fund Account Numbers 15-10-79-57-1031
Workload Impact:	Construction engineering to be performed by Ciorba Group, Inc. The Public Works Department will provide overall management of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 22-08

AUTHORIZING A CONTRACT WITH A LAMP CONCRETE CONTRACTORS, INC. FOR THE DEMPSTER STREET STREETScape IMPROVEMENTS PROJECT

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village completed streetscape improvements in 2011 along both sides of Dempster Street from Ferris Avenue to Central Avenue to stimulate economic development and improve the appearance of this commercial corridor; and

WHEREAS, a variety of factors contributed to not extending the streetscape improvements westward to Lincoln Avenue at that time; and

WHEREAS, Resolution 18-08 authorized a task order with Ciorba Group, Inc. to design streetscape improvements that would extend the streetscape along the south side of Dempster Street from Lincoln Avenue to Narragansett Avenue; and

WHEREAS, the Public Works Department advertised on the Village website beginning February 2, 2022 inviting bids for “Dempster Street Streetscape Improvements Project”; and

WHEREAS, the bidding procedures comply with purchasing requirements of the Municipal Code, Title 1, Chapter 9, Article A; and

WHEREAS, forty-one entities downloaded plans from the Village’s website for this contract; and

WHEREAS, seven bids were received and publicly opened at the Public works Facility on February 17, 2022, with the bid results shown in Exhibit “A”; and

WHEREAS, this contract must conform to the requirements of the Prevailing Wage Act; and

WHEREAS, A Lamp Concrete Contractors, Inc. submitted the lowest bid; and

WHEREAS, A Lamp Concrete Contractors, Inc. has successfully completed many similar projects for the Village, including the 2010 streetscape improvements on Dempster Street from Ferris Avenue to Central Avenue; and

WHEREAS, the low bid is \$194,724.30 and is \$1,470.80 higher than the Engineer’s Estimate of Cost; and

WHEREAS, it is reasonable to anticipate changes to the constructed improvements may be needed due to unanticipated circumstances and estimated to be up to \$50,000; and

WHEREAS, funding for the above work in the amount of \$350,000 is allocated for Dempster Street Streetscape design engineering, construction, and construction engineering within the 2022 Adopted Budget Lehigh-Ferris TIF District Fund Account Numbers 15-10-79-57-1031.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities accept the bid of A Lamp Concrete Contractors, Inc. of Addison, Illinois in the amount of \$194,724.30.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with A Lamp Concrete Contractors, Inc. for Dempster Street Streetscape Improvements Project in the amount of \$194,724.30.

SECTION 4: The Village Administrator is authorized to issue change orders up to an amount of \$50,000.00 in order to construct these improvements in a manner that is in the best interest of the Village, motoring public, and property owners.

SECTION 5: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract for Dempster Street Streetscape Improvements Project.

SECTION 6: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 28th day of February 2022

Trustee Grear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 28th day of February 2022

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this
1st day of March 2022

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Bid Tabulation

Bid Opening: February 17, 2022 10:00 a.m.

EXHIBIT "A"

Engineer's Estimate			Alliance Contractors, Inc. 1166 Lake Avenue Woodstock, IL 60098		Alamp Concrete Contractors, Inc 1900 Wright Boulevard Schaumburg, IL 60193		MYS, Incorporated 12416 S Harlem Ave, Ste 101 Palos Heights, IL 60463		Martam Construction, Inc 1200 Gasket Drive Elgin, IL 60120	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST
20101000	TEMPORARY FENCE	FOOT	20	\$15.00	\$300.00	\$20.00	\$400.00	\$10.00	\$200.00	\$16.00
20101700	SUPPLEMENTAL WATERING	UNIT	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$50.00	\$50.00	\$1.00
20200100	EARTH EXCAVATION	CU YD	83	\$60.00	\$4,980.00	\$40.00	\$3,320.00	\$68.00	\$5,644.00	\$68.00
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	69	\$50.00	\$3,450.00	\$100.00	\$6,900.00	\$85.00	\$5,865.00	\$97.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	4458	\$8.00	\$35,664.00	\$10.00	\$44,580.00	\$8.00	\$35,664.00	\$11.50
42400800	DETECTABLE WARNINGS	SQ FT	114	\$42.00	\$4,788.00	\$20.00	\$2,280.00	\$35.00	\$3,990.00	\$33.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	91	\$20.00	\$1,820.00	\$40.00	\$3,640.00	\$25.00	\$2,275.00	\$28.00
44000300	CURB REMOVAL	FOOT	63	\$10.00	\$630.00	\$40.00	\$2,520.00	\$15.00	\$945.00	\$16.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	44	\$12.00	\$528.00	\$40.00	\$1,760.00	\$20.00	\$880.00	\$16.00
44000600	SIDEWALK REMOVAL	SQ FT	3044	\$4.00	\$12,176.00	\$4.00	\$12,176.00	\$2.00	\$6,088.00	\$2.50
44201749	CLASS D PATCHES, TYPE I, 9 INCH	SQ YD	11	\$150.00	\$1,650.00	\$175.00	\$1,925.00	\$130.00	\$1,430.00	\$268.00
60600605	CONCRETE CURB, TYPE B	FOOT	63	\$22.00	\$1,386.00	\$65.00	\$4,095.00	\$36.00	\$2,268.00	\$54.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	17	\$25.00	\$425.00	\$70.00	\$1,190.00	\$73.00	\$1,241.00	\$81.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	27	\$30.00	\$810.00	\$75.00	\$2,025.00	\$86.00	\$2,322.00	\$84.00
63200310	GUARDRAIL REMOVAL	FOOT	13	\$75.00	\$975.00	\$50.00	\$650.00	\$25.00	\$325.00	\$33.00
67100100	MOBILIZATION	L SUM	1	\$7,000.00	\$7,000.00	\$17,510.00	\$17,510.00	\$12,000.00	\$10,000.00	\$10,000.00
70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701306	L SUM	1	\$6,000.00	\$6,000.00	\$723.00	\$723.00	\$500.00	\$500.00	\$20,000.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	L SUM	1	\$6,000.00	\$6,000.00	\$1,626.00	\$1,626.00	\$8,000.00	\$12,500.00	\$3,500.00
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$4,000.00	\$4,000.00	\$1,265.00	\$1,265.00	\$500.00	\$2,200.00	\$3,500.00
81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	162	\$50.00	\$8,100.00	\$93.00	\$15,066.00	\$102.50	\$16,605.00	\$110.00
81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	489	\$20.00	\$9,780.00	\$24.00	\$11,736.00	\$26.50	\$12,958.50	\$28.00
81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	671	\$2.00	\$1,342.00	\$1.92	\$1,288.32	\$2.15	\$1,442.65	\$2.30
81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	4026	\$2.25	\$9,058.50	\$2.37	\$9,541.62	\$2.65	\$10,668.90	\$2.80
83600300	LIGHT POLE FOUNDATION, 30" DIAMETER	FOOT	57	\$250.00	\$14,250.00	\$260.00	\$14,820.00	\$286.00	\$16,302.00	\$325.00
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	3	\$550.00	\$1,650.00	\$900.00	\$2,700.00	\$990.00	\$2,970.00	\$1,090.00
84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	2	\$1,500.00	\$3,000.00	\$900.00	\$1,800.00	\$990.00	\$1,980.00	\$720.00
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1	\$2,250.00	\$2,250.00	\$500.00	\$500.00	\$550.00	\$550.00	\$700.00
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	3375	\$1.00	\$3,375.00	\$0.66	\$2,227.50	\$0.75	\$2,531.25	\$0.80
89502376	REBUILD EXISTING HANDHOLE	EACH	3	\$2,500.00	\$7,500.00	\$2,790.00	\$8,370.00	\$3,069.00	\$9,207.00	\$3,300.00
89502380	REMOVE EXISTING HANDHOLE	EACH	2	\$600.00	\$1,200.00	\$590.00	\$1,180.00	\$649.00	\$1,298.00	\$720.00
89502385	REMOVE EXISTING CONCRETE FOUNDATION	EACH	2	\$500.00	\$1,000.00	\$590.00	\$1,180.00	\$649.00	\$1,298.00	\$720.00
X1400232	AESTHETIC LUMINAIRE (INSTALL ONLY)	EACH	5	\$2,200.00	\$11,000.00	\$280.00	\$1,400.00	\$308.00	\$1,540.00	\$345.00
X2520700	SODDING, SPECIAL	SQ YD	28	\$22.00	\$616.00	\$145.00	\$4,060.00	\$40.00	\$1,120.00	\$76.00
X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	3	\$400.00	\$1,200.00	\$1.00	\$3.00	\$500.00	\$1,500.00	\$1,280.00
X8360120	LIGHT POLE FOUNDATION, SPECIAL	EACH	1	\$1,500.00	\$1,500.00	\$2,050.00	\$2,050.00	\$2,255.00	\$2,275.00	\$2,500.00
XX007450	ORNAMENTAL LIGHT POLE, INSTALL ONLY	EACH	5	\$2,200.00	\$11,000.00	\$1,800.00	\$9,000.00	\$1,980.00	\$9,900.00	\$2,200.00
Z0004534	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 9"	SQ YD	90	\$65.00	\$5,850.00	\$135.00	\$12,150.00	\$80.00	\$7,200.00	\$96.00
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	3	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$880.00	\$2,640.00	\$980.00
SP20	PRECONSTRUCTION VIDEO	L SUM	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,500.00
			CORRECTED TOTAL PROPOSAL AMOUNT		\$193,253.50		\$210,558.44		\$194,724.30	
			AS-READ PROPOSAL AMOUNT				\$210,558.44		\$194,724.30	

Apparent Low Bidder: Alamp Concrete Contractors, Inc

Apparent Low Bid Amount: \$194,724.30

Engineer's Estimate of Cost: \$193,253.50

Difference between Engineer's Estimate of Cost: \$1,470.80

EXHIBIT "A"

Bid Tabulation Bid Opening: February 17, 2022 10:00 a.m.				Engineer's Estimate		Sumit Construction Co., Inc. 4150 W Wrightwood Ave. Chicago, IL 60639		Copenhaver Construction, Inc 75 Koppie Dr. Gilberts, IL 60136		Landmark Contractors, Inc 11916 W. Main St. Huntley, IL 60142	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
20101000	TEMPORARY FENCE	FOOT	20	\$15.00	\$300.00	\$10.00	\$200.00	\$7.00	\$140.00	\$32.60	\$652.00
20101700	SUPPLEMENTAL WATERING	UNIT	1	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$1.00	\$1.00	\$60.00	\$60.00
20200100	EARTH EXCAVATION	CU YD	83	\$60.00	\$4,980.00	\$60.00	\$4,980.00	\$40.00	\$3,320.00	\$117.75	\$9,773.25
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	69	\$50.00	\$3,450.00	\$70.00	\$4,830.00	\$100.00	\$6,900.00	\$117.85	\$8,131.65
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	4458	\$8.00	\$35,664.00	\$10.00	\$44,580.00	\$8.00	\$35,664.00	\$10.26	\$45,739.08
42400800	DETECTABLE WARNINGS	SQ FT	114	\$42.00	\$4,788.00	\$30.00	\$3,420.00	\$30.00	\$3,420.00	\$37.00	\$4,218.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	91	\$20.00	\$1,820.00	\$28.00	\$2,548.00	\$16.00	\$1,456.00	\$35.00	\$3,185.00
44000300	CURB REMOVAL	FOOT	63	\$10.00	\$630.00	\$10.00	\$630.00	\$6.00	\$378.00	\$17.45	\$1,099.35
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	44	\$12.00	\$528.00	\$12.00	\$528.00	\$6.00	\$264.00	\$17.50	\$770.00
44000600	SIDEWALK REMOVAL	SQ FT	3044	\$4.00	\$12,176.00	\$2.50	\$7,610.00	\$2.00	\$6,088.00	\$3.75	\$11,415.00
44201749	CLASS D PATCHES, TYPE I, 9 INCH	SQ YD	11	\$150.00	\$1,650.00	\$130.00	\$1,430.00	\$192.00	\$2,112.00	\$175.00	\$1,925.00
60600605	CONCRETE CURB, TYPE B	FOOT	63	\$22.00	\$1,386.00	\$32.00	\$2,016.00	\$28.00	\$1,764.00	\$60.00	\$3,780.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	17	\$25.00	\$425.00	\$50.00	\$850.00	\$40.00	\$680.00	\$63.00	\$1,071.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	27	\$30.00	\$810.00	\$60.00	\$1,620.00	\$42.00	\$1,134.00	\$68.00	\$1,836.00
63200310	GUARDRAIL REMOVAL	FOOT	13	\$75.00	\$975.00	\$30.00	\$390.00	\$45.00	\$585.00	\$81.00	\$1,053.00
67100100	MOBILIZATION	L SUM	1	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$9,800.00	\$9,800.00
70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701306	L SUM	1	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$120.00	\$120.00	\$100.00	\$100.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	L SUM	1	\$6,000.00	\$6,000.00	\$100.00	\$100.00	\$13,100.00	\$13,100.00	\$4,000.00	\$4,000.00
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$4,000.00	\$4,000.00	\$100.00	\$100.00	\$600.00	\$600.00	\$500.00	\$500.00
81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	162	\$50.00	\$8,100.00	\$65.00	\$10,530.00	\$66.50	\$10,773.00	\$57.86	\$9,373.32
81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	489	\$20.00	\$9,780.00	\$23.00	\$11,247.00	\$22.75	\$11,124.75	\$19.78	\$9,672.42
81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	671	\$2.00	\$1,342.00	\$7.00	\$4,697.00	\$7.75	\$5,200.25	\$6.68	\$4,482.28
81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	4026	\$2.25	\$9,058.50	\$2.50	\$10,065.00	\$2.50	\$10,065.00	\$2.20	\$8,857.20
83600300	LIGHT POLE FOUNDATION, 30" DIAMETER	FOOT	57	\$250.00	\$14,250.00	\$300.00	\$17,100.00	\$288.00	\$16,416.00	\$250.09	\$14,255.13
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	3	\$550.00	\$1,650.00	\$1,000.00	\$3,000.00	\$938.50	\$2,815.50	\$816.00	\$2,448.00
84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	2	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00	\$1,270.00	\$2,540.00	\$1,104.90	\$2,209.80
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1	\$2,250.00	\$2,250.00	\$3,500.00	\$3,500.00	\$3,365.00	\$3,365.00	\$2,926.20	\$2,926.20
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	3375	\$1.00	\$3,375.00	\$0.65	\$2,193.75	\$0.65	\$2,193.75	\$0.56	\$1,890.00
89502376	REBUILD EXISTING HANDHOLE	EACH	3	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,450.00	\$7,350.00	\$2,130.76	\$6,392.28
89502380	REMOVE EXISTING HANDHOLE	EACH	2	\$600.00	\$1,200.00	\$850.00	\$1,700.00	\$868.00	\$1,736.00	\$754.40	\$1,508.80
89502385	REMOVE EXISTING CONCRETE FOUNDATION	EACH	2	\$500.00	\$1,000.00	\$850.00	\$1,700.00	\$868.00	\$1,736.00	\$754.40	\$1,508.80
X1400232	AESTHETIC LUMINAIRE (INSTALL ONLY)	EACH	5	\$2,200.00	\$11,000.00	\$20.00	\$2,600.00	\$553.00	\$2,765.00	\$481.14	\$2,405.70
X2520700	SODDING, SPECIAL	SQ YD	28	\$22.00	\$616.00	\$20.00	\$560.00	\$12.00	\$336.00	\$145.00	\$4,060.00
X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	3	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$200.00	\$600.00	\$1,125.00	\$3,375.00
X8360120	LIGHT POLE FOUNDATION, SPECIAL	EACH	1	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,183.00	\$1,183.00	\$1,028.88	\$1,028.88
XX007450	ORNAMENTAL LIGHT POLE, INSTALL ONLY	EACH	5	\$2,200.00	\$11,000.00	\$20.00	\$2,600.00	\$1,204.00	\$6,020.00	\$1,046.55	\$5,232.75
Z0004534	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 9"	SQ YD	90	\$65.00	\$5,850.00	\$130.00	\$11,700.00	\$180.00	\$16,200.00	\$132.00	\$11,880.00
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	3	\$1,500.00	\$4,500.00	\$650.00	\$1,950.00	\$622.00	\$1,866.00	\$540.35	\$1,621.05
SP20	PRECONSTRUCTION VIDEO	L SUM	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00
			CORRECTED TOTAL PROPOSAL AMOUNT		\$193,253.50		\$196,824.75		\$196,011.25		\$204,585.94
			AS-READ PROPOSAL AMOUNT				\$196,824.75		\$196,011.25		\$204,585.94

Apparent Low Bidder: **Alamp Concrete Contractors, Inc**
Apparent Low Bid Amount: **\$194,724.30**
Engineer's Estimate of Cost: **\$193,253.50**
Difference between Engineer's Estimate of Cost: **\$1,470.80**

Legislative Summary

Resolution 22-09

AUTHORIZING THE EXECUTION OF A TASK ORDER WITH CIORBA GROUP, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE DEMPSTER STREET STREETScape IMPROVEMENTS PROJECT

Introduced:	February 28, 2022
Purpose:	To authorize the Village Administrator to execute a task order with Ciorba Group, Inc to complete construction engineering for Dempster Street Streetscape Improvements Project.
Background:	Resolution 22-08, approved February 28, 2022, authorized a contract to construct streetscape improvements along the south side of Dempster Street from Lincoln Avenue to Ferris Avenue. The construction engineering required for this project is beyond the expertise and capacity of Village staff, so the Village will need to procure engineering services for this work. Resolution 22-01, approved January 10, 2022, authorized a task order contract with Ciorba Group, Inc. for professional engineering services. Village staff has negotiated a scope of services from Ciorba Group, Inc. to complete this work.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$39,516.50
Source of Funds:	2022 Lehigh-Ferris TIF District Fund Account Number 15-10-79-57-1031
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 22-09

AUTHORIZING THE EXECUTION OF A TASK ORDER WITH CIORBA GROUP, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE DEMPSTER STREET STREETScape IMPROVEMENTS PROJECT

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, Resolution 22-08, approved February 28, 2022, authorized execution of a contract with A Lamp Concrete Contractors, Inc. for the Dempster Street Streetscape Improvements Project; and

WHEREAS, the construction engineering for this contract exceeds the capacity of the Public Works Department - Engineering Division to complete the necessary work; and

WHEREAS, Resolution 22-01, approved January 10, 2022, authorized execution of a task order contract with Ciorba Group, Inc. for professional engineering services needs that may arise; and

WHEREAS, Village staff has negotiated a scope of services from Ciorba Group, Inc. in the amount of \$39,516.50 to perform the needed construction engineering services for Dempster Street Streetscape Improvements Project; and

WHEREAS, funding for the above work in the amount of \$350,000 is allocated for Dempster Street Streetscape design engineering, construction, and construction engineering within the 2022 Adopted Budget Lehigh-Ferris TIF District Fund Account Number 15-10-79-57-1031.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator or his designee is hereby authorized to execute a task order with Ciorba Group, Inc to complete construction engineering for the Dempster Street Streetscape Improvements Project in the not-to-exceed amount of \$39,516.50.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 28th day of February 2022

Trustee Gear _____

Trustee Khan _____

Trustee Minx _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

APPROVED by me this 28th day of February 2022

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this
1st day of March 2022

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT A
TASK ORDER #1

In accordance with Article 2.1 of the Professional Services Task Order Agreement dated COMMENCEMENT DATE between the Village of Morton Grove (“Village”) and CONSULTANT (“Consultant”), the Consultant is authorized by the Village to perform the following task order as follows:

1 SCOPE OF SERVICES:

Construction engineering services for Dempster Street Streetscape Improvements Project

2 TIME OF PERFORMANCE (ATTACH SCHEDULE IF APPROPRIATE):

Within 60 days following final acceptance of the construction improvements

3 CONSULTANT’S COMPENSATION:

Not-to-exceed \$39,516.50

4 ADDITIONAL TERMS :

All other terms and conditions of the Professional Services Task Order Agreement remain unchanged.

VILLAGE

CONSULTANT

Signature

Signature

Village Administrator

President

Date

Date

Task Order
Scope of Services
Dempster Street Construction Engineering

1. Preconstruction Meeting

The Resident Technician will develop a pre-construction meeting agenda which will include such topics as progress schedule, construction staging, material and equipment storage sites, listing of materials and equipment submittals, general correspondence procedures, traffic control, subcontractor roles, and submittal for payment. The Resident Technician will coordinate invites and direct the pre-construction meeting. The Resident Technician will prepare meeting minutes and distribute them to all participants.

2. Shop Drawing/Catalog Cut Review

The Resident Engineer/Technician will review all required shop drawings and catalog cuts to ensure conformance with plans and Village standards. The Resident Technician will work with the contractor and fabricator on any necessary revisions and ensure all material is in accordance with the contract specs.

3. Construction Observation Services

We have based our fee on the 21 working days in the construction contract, which is estimated 6 weeks of construction.

Construction will be monitored for conformance with the contract documents and Village and IDOT standards. If there are any unforeseen conditions or issues that develop, Ciorba's construction staff will work with the design engineers, if necessary, to provide options to the Village to mitigate project delays and resolve the issue. Daily documentation by the technician will include Daily Reports of the quantities and calculations of the work completed, daily diaries detailing the manpower, equipment and work completed, and daily photos of the work. Monthly pay estimates will be prepared and submitted to the Village for review and processing. Ciorba will prepare any necessary change orders for Village review and approval.

Other duties for the Resident Technician will be to continue public stakeholder involvement by addressing any concerns or issues of local business owners or other stakeholders. At minimum, this will consist of answering phone calls, receiving and sending e-mails, and contacting residents to ensure resolution. Issues will be resolved in a timely manner as determined by the Village and situational needs.

As an on-site extension of the Village, Ciorba will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and periodic progress meetings chaired by Ciorba, if necessary.

4. Construction Project Close-Out

Ciorba will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the Contractor. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, site inspections will be conducted by Ciorba with the Village and the Contractor. Any concerns identified at the walk-through will be resolved prior to acceptance of the improvement. The closeout process continues with the preparation of final documentation papers for project acceptance by the Village. This includes all material certifications, final quantity measurements, balancing change orders and final pay estimates.

5. Record Drawings

As construction proceeds, any modifications to the plans will be field measured and documented for inclusion in the final construction record drawings. All markups will be neatly compiled on a single red-line PDF to revise the CAD files for the Village records.



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Ciorba Group, Inc
 Client Village of Morton Grove
 County Cook

Date 02/03/22

ITEM	MANHOURS (A)	PAYROLL (B)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Construction Startup	4	\$ 402.00			\$ 402.00	1.02%
Pre-Construction Conference	7	\$ 833.50			\$ 833.50	2.11%
Construction Observation / Documentation	264	\$ 28,092.00	\$ 2,275.00		\$ 30,367.00	76.85%
Project Close-out	32	\$ 3,476.00			\$ 3,476.00	8.80%
Construction Record Drawings	4	\$ 402.00			\$ 402.00	1.02%
Shop Drawing Review / Catalog Cut Review	4	\$ 662.00			\$ 662.00	1.68%
Project Management & Administration	6	\$ 1,112.00			\$ 1,112.00	2.81%
Soil & Material Consultants				\$ 2,262.00	\$ 2,262.00	5.72%
TOTALS	321	\$ 34,979.50	\$ 2,275.00	\$ 2,262.00	\$ 39,516.50	100.00%

EXHIBIT "1"
Village of Morton Grove
Dempster Street Streetscape Phase III

Task Sub-Task	Activity	Grand Total	Principal	Resident Engineer III	Engineering Technician III
		321	2	38	281
1. Construction Engineering	Task Total:	315		34	281
080 Construction Startup	Subtotal:	4			4
	Review Plans, Specifications and Contract Documents	2			2
	Set Up Project Documentation	2			2
081 Pre-Construction Conference	Subtotal:	7		2	5
	Preparation	2			2
	Attendance	4		2	2
	Meeting Minutes	1			1
083 Construction Observation / Documentation	Subtotal:	264		24	240
	Resident Engineer (6 weeks x 4 hrs/week)	24		24	
	Construction Technician (6 weeks x 5 days/week x 8 hrs/day)	240			240
084 Project Close-out	Subtotal:	32		4	28
	Develop Punch List Items	2			2
	Coordinate Punch List Completion	2			2
	Inspect Punch List Items	2			2
	Final Walk Through with Client	2			2
	Pre-final and Final Pay Estimates	4			4
	Complete Documentation Including Material Certification	20		4	16
085 Construction Record Drawings	Subtotal:	4			4
	Plan Sheets	4			4
086 Shop Drawing Review / Catalog Cut Review	Subtotal:	4		4	
	Street Lighting	4		4	
2. Project Management & Administration	Task Total:	6	2	4	
100 Project Management & Administration	Subtotal:	6	2	4	
	Project Management	6	2	4	



FIRM NAME	<u>Ciorba Group, Inc.</u>	DATE	<u>02/03/22</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
Client	<u>Village of Morton Grove</u>		

ESCALATION FACTOR **0.00%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$225.00	\$225.00
Senior Project Manager	\$214.00	\$214.00
Project Manager	\$195.00	\$195.00
Resident Engineer IV	\$194.00	\$194.00
Lead Structural Engineer	\$159.50	\$159.50
Senior Project Engineer	\$159.50	\$159.50
CAD Manager	\$143.00	\$143.00
Resident Engineer III	\$165.50	\$165.50
Project Engineer	\$138.00	\$138.00
Structural Technician	\$135.00	\$135.00
Senior Structures Engineer	\$130.00	\$130.00
Senior Technician	\$124.00	\$124.00
Senior Engineer	\$117.00	\$117.00
Resident Engineer II/ Sr. Construction Engineer	\$117.00	\$117.00
Engineering Technician III	\$100.50	\$100.50
Staff Engineer II	\$99.50	\$99.50
Structures Engineer II	\$106.00	\$106.00
Resident Engineer I /Construction Engineer II	\$103.00	\$103.00
Structures Engineer I	\$95.50	\$95.50
Staff Engineer I	\$94.50	\$94.50
Construction Engineer I	\$94.50	\$94.50
Engineering Technician II	\$93.50	\$93.50
Engineering Technician I	\$71.50	\$71.50
Intern	\$43.00	\$43.00

IN-HOUSE DIRECT COSTS
Village of Morton Grove
Dempster Street Streetscape Phase III
PHASE III

Construction Observation / Documentation

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	35	\$ 2,275.00

Total: \$ 2,275.00

Legislative Summary

Resolution 22-11

AUTHORIZING A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE 2022 SEWER LINING PROGRAM-CONTRACT A

Introduced:	February 28, 2022
Purpose:	To authorize the Village Administrator to execute a contract with Insituform Technologies USA, LLC for 2022 Sewer Lining Program-Contract A.
Background:	<p>The Village has an annual program to rehabilitate older sanitary and combined sewer pipes for improved flow capacity and elimination of groundwater infiltration and inflow in the Village's sewer infrastructure.</p> <p>The Public Works Department developed contract documents to line a sanitary sewer along Greenwood Avenue from Harlem Avenue to Waukegan Road. Bids were solicited on the Village website for ten business days. Twenty-two entities downloaded contract documents. Three bids were received and opened on February 15, 2022. The tabulation of bids is attached as Exhibit "A". Insituform Technologies USA, LLC submitted the lowest bid. The qualifications of Insituform Technologies USA have been evaluated and was determined to be qualified to perform this work. This contract conforms to the purchasing requirements of the Village. This contract must conform to the requirements of the Prevailing Wage Act.</p>
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$254,350.00
Source of Funds:	2022 Enterprise Fund Account Numbers 40-50-34-55-2290
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 22-11

AUTHORIZING A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE FOR THE 2022 SEWER LINING PROGRAM-CONTRACT A

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village has an annual program to rehabilitate older sanitary and combined sewer pipe for improved flow capacity and elimination of groundwater infiltration and inflow in the Village's sewer infrastructure; and

WHEREAS, the Public Works Department developed contract documents to line a sanitary sewer along Greenwood Avenue from Harlem Avenue to Waukegan Road; and

WHEREAS, the Public Works Department advertised on the Village website beginning February 2, 2022, inviting bids on the "2022 Sewer Lining Program-Contract A"; and

WHEREAS, the bidding procedures comply with purchasing requirements of the Municipal Code, Title 1, Chapter 9, Article A; and

WHEREAS, twenty-two entities downloaded contract documents; and

WHEREAS, three bids were received, publicly opened and read at the Public Works Facility at 10:00 a.m. on February 15, 2022, with the bid results shown in Exhibit "A"; and

WHEREAS, this contract must conform to the requirements of the Prevailing Wage Act; and

WHEREAS, Insituform Technologies USA, LLC submitted the lowest bid; and

WHEREAS, Insituform Technologies USA, LLC has successfully completed many similar projects for the Village, including the 2021 contract to line a downstream segment of the sanitary sewer; and

WHEREAS, the low bid is \$254,350.00 and is \$57,450.00 more than the Engineer's Estimate of Cost; and

WHEREAS, 2022 Adopted Budget allocates \$550,000 for sewer lining in the Enterprise Fund Account Number 40-50-34-55-2290.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities accept the bid of Insituform Technologies USA, LLC of Chesterfield, Missouri in the amount of \$254,350.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Insituform Technologies USA, LLC for 2022 Sewer Lining Program-Contract A in the amount of \$254,350.00.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract for 2022 Sewer Lining Program-Contract A.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 28th day of February 2022

Trustee Gear _____

Trustee Khan _____

Trustee Minx _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

APPROVED by me this 28th day of February 2022

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this
1st day of March 2022

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
2022 Sewer Lining Program - Contract A
Bid Tabulation
Bid Opening: February 15, 2022 10:00am

				Engineer's Estimate		Hoerr Construction, Inc. 1416 Country Road 200 N Goodfield, Illinois 61742		Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, Missouri 63005		National Power Rodding 2500 West Arlington Street Chicago, Illinois 60612	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Cured-In-Place Pipe (CIPP) Sanitary Sewer 17"	LF	2550	\$77.00	\$196,350.00	\$135.00	\$344,250.00	\$99.00	\$252,450.00	\$125.00	\$318,750.00
2	Reinstating Service Laterals	EA	3	\$100.00	\$300.00	\$250.00	\$750.00	\$550.00	\$1,650.00	\$1,500.00	\$4,500.00
3	Protruding Tap Removal	EA	1	\$250.00	\$250.00	\$600.00	\$600.00	\$250.00	\$250.00	\$2,000.00	\$2,000.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$196,900.00		\$345,600.00		\$254,350.00		\$325,250.00	
AS-READ PROPOSAL AMOUNT						\$345,600.00		\$254,350.00		\$325,250.00	

Apparent Low Bidder: Insituform Technologies USA, LLC
Apparent Low Bid Amount: \$254,350.00

Legislative Summary

Resolution 22-12

AUTHORIZING CONTRACT EXTENSIONS WITH BILL'S COMPLETE LANDSCAPE SERVICE, INC. FOR THE 2022 AND 2023 LANDSCAPE MAINTENANCE PROGRAMS

Introduced:	February 28, 2022
Purpose:	To authorize the Village Administrator to execute a Letter of Agreement extending the 2021 contract with Bill's Complete Landscape Service, Inc. (BCLS) for the 2022 Landscape Maintenance Program, and if circumstances warrant, for the 2023 Landscape Maintenance Program.
Background:	The Public Works Department maintains landscaping on Village properties and rights-of-way throughout the Village using in-house staff and hired contractors. Resolution 21-28 was approved on April 12, 2021, and authorized a contract with Bill's Complete Landscape Service, Inc. (BCLS) for the 2021 Landscape Maintenance Program for the awarded contract amount of \$32,900.00. The 2021 contract with BCLS gave the Village the right to extend the contract for two one-year terms in 2022 and 2023, at the same unit prices, terms, and conditions upon the mutual written agreement of BCLS. BCLS performed the work for the 2021 Landscape Maintenance Program in a satisfactory manner and the Public Works Director recommends the Village extend the 2021 contract with BCLS for 2022 and increase the quantity by one (1) additional month at the beginning of the season increasing the contract amount by \$4,200.00 for a total adjusted contract amount of \$37,100.00. BCLS has agreed to extend the contract with the existing unit prices and terms for 2022. It may, depending on circumstances, also be in the Village's best interest to extend the 2021 contract with BCLS for the 2023 Landscape Maintenance Program. This Resolution will authorize the Village Administrator to extend the 2021 contract for the 2022 Landscape Maintenance Program, and if circumstances warrant for the 2023 Landscape Maintenance Program.
Programs, Departments Affected	Public Works Department, Municipal Departments
Fiscal Impact:	\$37,100.00
Source of Funds:	2022 General Fund - Account No. 025017-552295
Workload Impact:	Public Works Department shall administer this Contract as part of its normal workload.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: John Mitchell, Superintendent, Street Division

RESOLUTION 22-12

AUTHORIZING CONTRACT EXTENSIONS WITH BILL'S COMPLETE LANDSCAPE SERVICE, INC. FOR THE 2022 AND 2023 LANDSCAPE MAINTENANCE PROGRAMS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Public Works Department maintains landscaping on Village properties and rights-of-way throughout the Village using in-house staff and hired contractors; and

WHEREAS, Resolution 21-28 was approved on April 12, 2021 and authorized a contract with Bill's Complete Landscape Service, Inc. (BCLS) for annual landscape maintenance for the awarded contract amount of \$32,900.00; and

WHEREAS, within the 2021 contract with BCLS, the Village reserved the right to extend the contract for two one-year terms in 2022 and 2023, at the same unit prices, terms, and conditions upon the mutual written agreement of BCLS; and

WHEREAS, BCLS performed the work for the 2021 Landscape Maintenance Program in a satisfactory manner ; and

WHEREAS, the Public Works Director recommends the Village extend the 2021 contract with BCLS for 2022 and increase the quantity by one (1) additional month at the beginning of the season increasing the contract amount by \$4,200.00 for a total adjusted contract amount of \$37,100.00 (see Exhibit A).; and

WHEREAS, BCLS has agreed to extend the contract with the existing unit prices and terms for 2022; and

WHEREAS, funding for this Contract is available in the 2022 General Fund Account No. 025017-552295; and

WHEREAS, depending on then existing circumstances, it may be in the Village's best interest to extend the 2021 contract for the 2023 Landscape Maintenance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is hereby authorized to execute a Letter of Agreement extending the contract for the 2022 Landscape Maintenance Program with Bills Complete Landscaping Service, Inc., for one year until December 31, 2022 in the contract amount of \$37,100.00

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract for the 2022 Landscape Maintenance Program.

SECTION 4: The Village Administrator is further authorized to execute a Letter of Agreement extending the contract for the 2023 Landscape Maintenance Program with Bills Complete Landscaping if recommended by the Director of Public Works at the end of the 2022 Landscape Maintenance Program.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 28th day of February 2022

Trustee Gear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 28th day of February 2022

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this
1st day of March 2022

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

SCHEDULE OF PRICES - 2021

(For completion information covering these items, see plans and specifications)

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
1	MAINTENANCE A (WEEKLY)	EACH	7	\$3,370.00	\$23,590.00
2	MAINTENANCE B (WEEKLY)	EACH	7	\$ 395.00	\$2,765.00
3	MAINTENANCE C (WEEKLY)	EACH	7	\$ 435.00	\$3,045.00
4	VACANT PROPERTY – INITIAL	EACH	15	\$ 160.00	\$2,400.00
5	VACANT PROPERTY – FOLLOW UP	EACH	10	\$ 110.00	\$1,100.00
Project Total =				\$32,900.00	

SCHEDULE OF PRICES 2022 Adjusted Quantities

(For completion information covering these items, see plans and specifications)

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
1	MAINTENANCE A (WEEKLY)	EACH	8	\$3,370.00	\$26,960.00
2	MAINTENANCE B (WEEKLY)	EACH	8	\$ 395.00	\$3,160.00
3	MAINTENANCE C (WEEKLY)	EACH	8	\$ 435.00	\$3,480.00
4	VACANT PROPERTY – INITIAL	EACH	15	\$ 160.00	\$2,400.00
5	VACANT PROPERTY – FOLLOW UP	EACH	10	\$ 110.00	\$1,100.00
Project Total =				\$37,100.00	

March 1, 2022

Mr. W.J. Szydlowski
Bill's Complete Landscape Service, Inc.
6100 Oakton Street
Morton Grove, Illinois 60053

Subject: 2022 Landscape Maintenance Program Contract Extension

Dear Mr. Szydlowski:

Bill's Complete Landscape Service, Inc. preformed work in 2021 for the Village of Morton Grove's Landscape Maintenance Program. The Village desires to extend the contract for one year and understands Bill's Landscape Service, Inc. desires to extend the contract as well.

The Contract terms and condition will remain the same as the original Contract. The total amount will be adjusted to \$37,100 for 2022 based on increasing the quantity by one (1) additional month at the beginning of the season. You must submit an updated Contract Bond and an updated Certificate of Insurance.

Your signature below will indicate your concurrence to extend the Contract as described above.

Concur:

W.J. Szydlowski, President

Sincerely,
Ralph E. Czerwinski
Village Administrator

Cc: Mr. Joseph J. Dahm, Director of Public Works

Legislative Summary

Resolution 22-13

TO AUTHORIZE THE PURCHASE OF ONE (1) NEW 2021 RAM MASTER CARGO VAN AND SEWER CAMERA SYSTEM FROM STANDARD EQUIPMENT COMPANY OF ELMHURST, ILLINOIS

Introduced:	February 28, 2022
Purpose:	To authorize the purchase of a new 2021 Ram Master Cargo Van and EnviroSight Rovverx Sewer Camera system replacing the 2001 Ram Van and 15-year-old Aries Camera system.
Background:	<p>The Public Works Sewer Division depends on sewer televising as a vital tool for accurate main line pipe inspection to determine pipe repair locations, pipe maintenance and the required annual televising under the Infiltration and Inflow Control Program mandated by the Metropolitan Reclamation District of Greater Chicago (MWRDGC). The current 15-year-old Aries camera system has reached the end of its useful life and needs replacement. The existing 2001 Ram Van still has a few years of useful life and will be repurposed at Public Works.</p> <p>The purchase of a new 2021 Ram Master Cargo Van and a new EnviroSight Rovverx Sewer Camera System Package for Public Works was competitively bid through the Houston-Galveston Area Council Purchasing Program (HGAC) under Contract No. SC01-21A (see Exhibit A). The HGAC is used by 7,000 local government agencies across 49 states. Standard Equipment Company, 625 S. Route 83, Elmhurst Illinois was selected as the low bid vendor. The current 15-year-old Aries Camera System will be traded in for \$5,000.00 for a final purchase price of \$335,720.68. Funding for this purchase is available in the 2022 Enterprise Fund in the amount of \$365,000.00</p>
Programs, Departments or Groups Affected	Public Works Department, Village Residents, MWRD Infiltration and Inflow Program
Fiscal Impact:	\$335,720.68
Source of Funds:	Account No. 405033-572030
Workload Impact:	The management and supervision of this purchase will be performed by the Vehicle Maintenance Division of Public Works as part of their normal operations.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Kevin Lochner, Superintendent Water Division

RESOLUTION 22-13

TO AUTHORIZE THE PURCHASE OF ONE (1) NEW 2021 RAM MASTER CARGO VAN AND SEWER CAMERA SYSTEM FROM STANDARD EQUIPMENT COMPANY OF ELMHURST, ILLINOIS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Public Works Sewer Division depends on sewer televising as a vital tool for accurate main line pipe inspections to determine pipe repair locations, pipe maintenance and the required annual televising under the Infiltration and Inflow Control Program mandated by the Metropolitan Reclamation District of Greater Chicago (MWRDGC); and

WHEREAS, the current 15-year-old Aries camera system has reached the end of its useful life and is in need of replacement; and

WHEREAS, the existing 2001 Ram Van still has a few years of useful life and will be repurposed at Public Works; and

WHEREAS, the purchase of the new 2021 Ram Master Cargo Van and the new EnviroSight Rovverx Sewer Camera System Package for Public Works was competitively bid through the Houston-Galveston Area Council Purchasing Program (HGAC) under Contract No. SC01-21A (see Exhibit A); and

WHEREAS, the Houston Galveston (HGAC) is used by 7,000 local government agencies across 49 states; and

WHEREAS, Standard Equipment Company, 625 S. Route 83 Elmhurst, Illinois was selected as the low bid vendor; and

WHEREAS, the current 15-year-old Aries Camera System will be traded in for the amount of \$5,000.00 for a final purchase price of \$335,720.68; and

WHEREAS, Funding for this purchase is available in the 2022 Enterprise Fund Account No. 405033-572030 in the amount of \$365,000.00; and

WHEREAS, the Village Administrator and staff recommends the Village Board approve and authorize a contract for the purchase of one (1) new 2021 Ram Master Cargo Van and one (1) new EnviroSight Rovverx Sewer Camera System from Standard Equipment Company, 625 S. Route 83, Elmhurst Illinois 60126, for the purchase price of \$335,720.68.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is hereby authorized to execute a contract with Standard Equipment Company for one (1) new 2021 Ram Master Cargo Van and one (1) new Envirosight Rovverx Sewer Camera system in the amount of \$335,720.68.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the purchase of the new vehicle and camera system.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 28th day of February 2022

Trustee Grear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 28th day of February 2022

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this
1st day of March 2022

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

PREPARED FOR:
VILLAGE OF MORTON GROVE
7840 NAGLE AVE.
MORTON GROVE, IL 60053

EXHIBIT A

PREPARED BY:
ANDREW MCCARTHY
STANDARD EQUIPMENT COMPANY
625 IL RT 83
ELMHURST, IL 60126
EMAIL: AMCCARTHY@STANDARDEQUIPMENT.COM



PRESENTS A PROPOSAL SUMMARY



DODGE RAM PROMASTER 2500
AND

ENVIROSIGHT ROVVERX PACKAGE

FOR THE

VILLAGE OF MORTON GROVE

USING HOUSTON-GALVESTON AREA COUNCIL (HGAC) CONTRACT SC01-21A

PREPARED BY HGAC VENDOR STANDARD EQUIPMENT COMPANY

ANDREW MCCARTHY

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DETAILED CHASSIS INFORMATION

RAM 2500 PROMASTER C/V HR 159 WB
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth Buckets Seats
Engine: 3.6L V6 24V VVT Engine
Transmission: 6-Speed Automatic 62TE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front Air Bags
ParkView® Rear Back-Up Camera
Electronic Stability Control
Crosswind Assist
Brake-Assist
Hill-Start Assist
All-Speed Traction Control
Electronic Roll Mitigation
Trailer Sway Damping
Tire Pressure Monitoring Display
Heavy-Duty 4-Wheel Disc Anti-Lock Brakes
Remote Keyless Entry
Speed-Sensitive Power-Locks
Heavy-Duty Suspension
24-Gallon Fuel Tank
180-Amp Alternator
95-Amp Battery
Engine Oil Cooler
Auxiliary Transmission Oil Cooler

INTERIOR FEATURES

Uconnect® 3 with 5-Inch Display
Integrated Voice Command with Bluetooth®
Steering-Wheel-Mounted Audio Controls
Media Hub with USB and Auxiliary Port
Remote USB Port - Charge-Only
Auxiliary Power Connector
Media Input Hub
4 Speakers
Instrument Panel 12-Volt Power Outlet
Upfit Interface Connector
Air Conditioning
Power Windows with Front One-Touch-Down Feature
4-Way Adjustable Driver Seat
4-Way Adjustable Passenger Seat
Telescoping Steering Column
Cargo Lamp
Trip Computer
Side-Wall Cargo Tie-Down Rings

EXTERIOR FEATURES

260-Degree Opening Rear Hinged Doors
16-Inch x 6.0-Inch Steel Wheels
LT225/75R16E BSW All-Season Tires
Full-Size Spare Tire
Front Clearance Lamps
Rear Clearance Lamps
Halogen Headlamps
Manual Fold-Away Mirrors
Tinted Windshield Glass

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 21A
Heated Power Folding Mirrors
Speed Control
Blind-Spot and Cross-Path Detection

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ENVIROSIGHT VEHICLE BUILD DESCRIPTION

2021 RAM PRO MASTER CARGO VAN (VF2L16) 2500 HIGH ROOF 159" WB

EXTERIOR

- REAR BARN DOORS WITH LATCHES/LOCKS
- TIE-OFF CLAMP ON REAR BUMPER

OPERATOR STUDIO

- SOLID BULKHEAD WALL WITH FIXED SMOKED-GLASS WINDOW AND
- PASS-THROUGH DOOR WITH ALUMINUM KICK PLATE
- FORMICA DESK WITH OUTLETS ABOVE AND BELOW
- CORK BOARD WALL ABOVE DESK SURFACE
- STORAGE CABINET
- OVERHEAD LED LIGHTING
- 43" MULTIVIEW MONITOR
- HIGH-BACK OPERATOR CHAIR
- CARPETED WALLS AND CEILING
- SAFETY LIGHT SWITCHES IN TRUCK CAB
- RACK MOUNT COMPUTER WITH VIDEO CARD
- SLIDING RACKMOUNT WITH LIGHT
- BLACK-TREADED RUBBER FLOOR
- WALL FILE
- VIDEO DISTRIBUTION BOOSTER
- 13,500-BTU ROOF AIR CONDITIONER WITH 5600-BTU HEAT STRIP CONTROLLED VIA DIGITAL THERMOSTAT
- WALL MOUNT HEATER

EQUIPMENT BAY

- STAINLESS STEEL WORK SURFACES
- BUILT-IN HEAVY-DUTY STORAGE/TOOL BOX
- SLIDE-OUT CRAWLER DRAWER UNDER REEL
- REAR-FACING 27" MONITOR
- FULL-HEIGHT STORAGE CABINET BEHIND CRAWLER DRAWER
- WASH-DOWN SYSTEM (ON-DEMAND PUMP, LIGHTED SWITCH, 18-GALLON TANK WITH EXTERIOR FILL, 25' RETRACTABLE HOSE REEL)
- CEILING-MOUNTED LED LIGHTS
- PLYWOOD CEILING/WALLS COVERED WITH GRAY FRP

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- ALUMINUM STORAGE SHELF AND CADDY WITH TRASH CAN
- WHEEL DRAWER
- RUBBER GLOVE DISPENSER
- TOOL PACKAGE (MANHOLE HOOK, PICK, SLEDGE HAMMER AND SHOVEL, ALL MOUNTED ON ALUMINUM BRACKETS)

POWER

- SHORE POWER CORD WITH 120V POWER ADAPTER
- BREAKER BOX
- AUTO-TRANSFER SWITCH
- 12V FUSE BLOCK
- HOUR METER
- 6.3 KW ROADPOWER MEPS

MISCELLANEOUS

- HAND SANITIZER
- WATERLESS HAND CLEANER
- PAPER TOWELS
- RUBBER GLOVES
- FIRST-AID KIT
- FIRE EXTINGUISHER
- RAIN-X
- SIMPLE GREEN
- DRY-ERASE BOARD
- TRAFFIC CONES
- RUBBER COUNTER MAT
- REMOTE MOUNT
- LANYARD
- BACKUP ALARM

ADDITIONAL BUILD OPTIONS

SAFETY

- BACK-UP CAMERA
- ADDITIONAL LED STROBE
- ADDITIONAL LED ARROW BOARD
- LED STROBES INN ALL FOUR (4) CORNERS

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ILLUMINATION

- CABINET LIGHT (WITH ACTUATORS IN OPERATOR AND EQUIPMENT AREAS)
- 12V HANDHELD SPOT LIGHT

UTILITY

- MAGNETIC TOOL HOLDERS OVER WORKBENCH
- CABLE REEL SLIDE SWIVEL
- FOUR-FOOT FIBER GLASS POLES WITH HOOK: QUANTITY 6

CHASSIS

- INSULATION

WINCAN VX EXPERT LICENSE SUBSCRIPTION: QUANTITY 2

- SECTION/LATERAL/MANHOLE
- BASIC REPORTING
- REPORT GENERATOR
- DATA VIEWER
- 3D
- ALL LANGUAGES & STANDARDS
- MAP EXPERT/ARCGIS
- PHOTO ASSISTANT
- DRAWING FUNCTION
- META DB
- DATA TRANSFER TOOL
- SQL & ORACLE DATABASE OPTION
- MULTIPLE INSPECTION
- GRADING
- SOFTWARE ENCODING
- MPEG 1/2/4 RECORDING
- NASSCO VALIDATOR
- TEXT GENERATOR
- INCLINATION
- LOCAL DEFORMATION & CRACK WIDTH WITH LASER
- WORK ORDER MANAGEMENT
- STATISTICS AND GIS QUERIES.
- WINCAN INFINITY SUPPORT CONTRACT

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ENVIROSIGHT EQUIPMENT DESCRIPTION

ROVVER X HD SYSTEM

- DCXS000 DESKTOP CONTROLLER.
- PTP50 PAN AND TILT CAMERA WITH SONDE.
- AC40 AXIAL CAMERA WITH SONDE.
- RX14DSATII CRAWLER WITH BACK-EYE CAMERA AND SONDE.
- RX130 CRAWLER WITH BACK-EYE CAMERA, INCLINATION, SONDE, CLUTCH WITH HEAVY DUTY CASE.
- RCX90 PAN, TILT, AND ZOOM CAMERA WITH PELICAN CASE
- RAX300 CABLE REEL WITH 300 METERS (~1000 FEET) OF ORANGE GORE CABLE.
- RAXSAT300 CABLE REEL WITH 45 METERS (~150 FEET) OF PUSH CABLE AND 300 METERS (~ 1,000 FEET) OF ORANGE GORE CABLE.
- ADDITIONAL STANDARD ACCESSORIES INCLUDE:
 - PRESSURIZATION KIT
 - WINCAN VX ENTRY LICENSE
- STANDARD QUICK-CHANGE WHEEL SYSTEM:
 - 8 SMALL RUBBER WHEELS
 - 8 MEDIUM RUBBER WHEELS
 - 4 LARGE RUBBER WHEELS
- GUIDE PIPES FOR 6"-24" PIPE.
- BOTTOM CABLE GUIDE.
- TOP MANHOLE ROLLER WITH SAFETY CAGE

ADDITIONAL QUICK-CHANGE WHEELS

- XL RUBBER WHEELS (4)
- SMALL AGGRESSIVE WHEELS (4)
- SMALL GREASE WHEELS (4)
- MEDIUM AGGRESSIVE WHEELS (4)
- MEDIUM GREASE WHEELS (4)

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ADDITIONAL ACCESSORIES

RED 200 ELEVATOR

- INSPECT 12" - 36" PIPE
- MOTOR DRIVEN
- WORKS WITH RCX90 CAMERA
- ADDITIONAL LIGHT CONNECTION

RAL200 AUX LIGHT

- ILLUMINATE 8" - 36" PIPE
- INTEGRATED BACK-EYE CAMERA
- 6 HIGH POWER LEDS

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TOTAL HGAC PURCHASE PRICE FOR ENVIRO-SIGHT EQUIPMENT AND TRUCK BUILD: **\$288,029.68**
2021 RAM PROMASTER 2500 PRICE: **\$52,891.00**
LESS ARIES TRADE-IN: **-\$5,000.00**
TOTAL PURCHASE PRICE: **\$335,720.68**

WINCAN WEB

MEDIUM STORAGE PACKAGE (500 GB): **\$841.00 PER YEAR**
LARGE STORAGE PACKAGE (3 TB): **\$2,315.00 PER YEAR**

HGAC CONTRACT # SC01-21A
PRICE INCLUDES TRAINING AND FREIGHT

PAYMENT TERMS: UPON DELIVERY

PROPOSAL NOTES:

1. MULTIPLE UNIT ORDERS WILL BE IDENTICAL TO SIGNED PROPOSAL. CHANGES OR DEVIATIONS TO ANY UNIT OF A MULTIPLE UNIT ORDER WILL REQUIRE A NEW SIGNED PROPOSAL.
2. 1 YEAR MANUFACTURER DEFECT WARRANTY
3. ALL PRICES QUOTED ARE IN US DOLLARS UNLESS OTHERWISE NOTED.
4. HGAC IS A NATIONWIDE GOVERNMENT PROCUREMENT SERVICE THAT OFFERS PRODUCTS THAT ARE UTILIZED IN PUBLIC SAFETY, PUBLIC WORKS, EMERGENCY SERVICES AND COMMUNICATIONS. A WIDE VARIETY OF CAPITAL EQUIPMENT IS UNDER CONTRACT AND THROUGH A UNIQUE FEATURE OF HGAC IT CAN BE CUSTOMIZED THROUGH THE USE OF PUBLISHED AND UNPUBLISHED OPTIONS TO FIT YOUR SPECIFIC REQUIREMENTS.

SIGNED BY:

_____ DATE: _____



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:

☒ **BIDS**



PROPOSALS

INVITATION NO.: **SC01-21A**

ISSUE DATE: **January 13, 2021**

CATEGORY: **SEWER CLEANING, HYDRO-EXCAVATING, INSPECTION EQUIPMENT AND MISCELLANEOUS SERVICES**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7,000-member local governments, districts, agencies in 49 states across the nation.

Note: Responses will be accepted by online electronic submissions. Responses are scheduled to be "Opened by HGAC" on the date and time indicated.

Go to <https://www.hgacbuy.org/bid-notice> and click on the corresponding link.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	N/A
PRE-BID/PROPOSAL CONFERENCE:	N/A
FINAL SPECIFICATION / INVITATION:	January 13, 2021
BID/PROPOSAL RESPONSES DUE:	Feb 11, 2021 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Feb 11, 2021 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	April 20, 2021
CONTRACT START DATE & TERM:	May 1, 2021 through December 31, 2023
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Jasmine Wilson	Phone: 713-993-4554 E-mail: Jasmine.Wilson@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy FORMS** (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Envirosight, LLC

Signature  DocuSigned by:
97248E3B366E4ED...

Name Richard Lindner

Title President

Date 5/19/2021

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 5/20/2021

