



AGENDA
REGULAR MEETING
7:30 P.M. – February 14, 2023
113 Timber Trail, Island Lake, IL

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**
- 4. PRESENTATION & APPROVAL OF MINUTES**
 - a. Regular Meeting Minutes – January 10, 2023
- 5. TREASURER’S REPORT**
- 6. MANAGER’S REPORT**
 - a. Operations Report
 - b. Engineering Report
 - c. Delinquent Accounts Report
- 7. TRUSTEE REPORTS**
- 8. LEGAL BUSINESS**
- 9. OLD BUSINESS**
 - a. Trustee Appointment for the term beginning May 1, 2023 and ending April 30, 2026
- 10. NEW BUSINESS**
 - a. Approve Change Order #4 for the Holiday Hills Project
 - b. Approve Payment Request #9 by Trine Construction for the Holiday Hills Project
 - c. Approve Payment Request #1 by Pieper Electric for the Control Building Electrical Upgrades
 - d. Review of 2022 Wage Increases per Salary Administration Policy
 - e. Approve Agreement with CBIZ, Inc. for the Annual Asset Appraisal Update
 - f. Approve Engineering Services Agreement with Trotter & Associates for GIS Updates
 - g. Review User Rate Analysis and Proposed Adjustments
 - h. Appointment of District Clerk as Elisa Fisher
- 11. MISCELLANEOUS CORRESPONDENCE**
 - a. MCGG Membership Meeting – Rusty Nail, Ringwood, IL – February 22, 2023
- 12. APPROVAL OF BILLS**
- 13. OTHER BUSINESS**
 - b. Executive Session – Pending Litigation, Personnel, if needed





NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

113 Timber Trail, Island Lake, Illinois 60042

REGULAR MEETING MINUTES

January 10, 2023

Present in person: Trustees: Timothy Brunn, Ken Michaels, John Ragland, Caretina Tellez
District Manager: Mohammed Haque; District Clerk: Deborah Martin.

President Michaels called the meeting to order at 7:30 p.m.

1. CALL TO ORDER:

Roll Call: Timothy Brunn – Present
John Ragland – Present
Caretina Tellez - Present
Ken Michaels – Present

2. PLEDGE OF ALLEGIANCE:

Those present stood and pledged allegiance to the flag.

3. PUBLIC COMMENTS – none

4. PRESENTATION & APPROVAL OF MINUTES:

a. Regular Meeting December 13, 2022

Motion by Trustee Brunn to approve the Regular Meeting minutes of December 13, 2022, as presented.
2nd by Trustee Ragland

4 ayes 0 nays 0 absent

MOTION CARRIED

b. Executive Meeting, December 13, 2022

Motion by Mr. Brunn to approve the Executive Meeting minutes of December 13, 2022, as presented.
2nd by Trustee Tellez

4 ayes 0 nays 0 absent

MOTION CARRIED

5. TREASURER'S REPORT:

a. Approval of the Monthly Treasurer's Report for month ending November 30, 2022

Motion by Mr. Ragland to approve the Treasurer's Report for the month ending November 30, 2022, as presented.
2nd by Mr. Brunn

4 ayes 0 nays 0 absent

MOTION CARRIED

6. MANAGER'S REPORT:

Mr. Brunn asked what percentage of the Holiday Hills Phase 1 project was completed, District Manager Haque stated that Phase one is the backbone and there are about 100 homes. District Manager Haque stated that the overall project was about 60% done, and that Phase 1 was at 85% completion. Mr. Brunn asked how many phases there are in total, and District Manager Haque stated that it all depends on how the District breaks it up and by how much grant or loan money is coming in. Mr. Brunn suggested an area near the river should be built



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
January 10, 2023

next, but District Manager Haque stated that they are going to do the next logical section based on the grant and sequencing of the project to maximize number of homes that can connect.

Mr. Brunn asked District Manager Haque if there was anything specific that he wanted to point out about his report. District Manager Haque stated that there were some complaints from a Holiday Hills resident regarding storm water discharges and sediment going into the channel. The U.S. Army Corps of Engineers and IEPA issued a violation to Trine Construction. Concern was expressed that there may be another reasoning behind the complaints.

Mr. Ragland asked if the District was going to be advertising new Trustee openings. District Manager Haque stated that they were going to be advertising for two Trustees since President Ken Michaels and Trustee Caretina Tellez's terms are up and that they can also advertise for the replacement at the fifth Trustee at the same time or wait, but it is up to the Board's discretion. District Manager Haque stated that he sent President Michaels Section 3 of the Sanitary Act of 1917 for review on Trustee requirements.

Mr. Brunn asked why the Delinquent Account Report was high. District Clerk Martin stated that usually December is high.

7. TRUSTEE REPORTS:

President Michaels stated that he was following the issues Army Corp of Engineer is raising during Holiday Hills. He stated that there is a resident in Holiday Hills who is pushing for the District to pay and have the channel cleaned out for residents to have access to the Fox River. District Manager Haque stated that the District should look at the next phase of Holiday Hills to see what kind of system they want installed; gravity, low pressure system or a vacuum system. Manager Haque feels that deep gravity sewer systems are counterproductive, hard, and expensive due to the groundwater levels in Holiday Hills. The board discussed all the water issues and how unsuitable some of these areas are for homes due to the flooding and water levels.

8. LEGAL BUSINESS:

Mr. Brunn asked if there is any open legal business. District Manager Haque stated that Chicagoland Paving has not yet completed all aspects of the pavement improvements at the plant. They needed to deliver as-builts and they have not. District Manager Haque stated that the District still owes them \$16,000.00 on the project and that if they do not complete the pavement improvements, the District will just keep the \$16,000.00. The other open pending legal business is the Army Corp of Engineers issue that is open ended with the violation notice. Lastly, the District is waiting for Lakemoor to close the Woodman's project. President Michael's stated that the Village still hasn't recorded all easements with the County.

9. OLD BUSINESS – none

10. NEW BUSINESS:

a. Approval of Ordinance 23-01 Tax Abatement

Motion by Mr. Brunn to adopt Ordinance 23-01, authorizing the County Clerks of Lake and McHenry County to abate and not spread General Obligation Bond Tax for 2022 in the amount of \$459,994.00.

2nd by Mrs. Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez - Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTIONED CARRIED



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
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b. Approval of Resolution 23-01 CDBG Fund Application

Motion by Mr. Brunn to approve Resolution 23-01, authorizing the request of funds from the McHenry County CDBG fund in the amount of \$297,000 for the Village of Holiday Hills sanitary sewer construction costs.

2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTIONED CARRIED

c. Approval of Resolution 23-02- NIMEC Participation

Motion by Mrs. Tellez to approve Resolution 23-02 authorizing the District Manager to authorize participation in NIMEC and authorize the District Manager to approve and execute an agreement with the lowest cost electricity provider for a period of up to 36 months.

2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTIONED CARRIED

d. Approval of Pay Request #8 by Trine Construction

Motion by Mr. Brunn to approve Pay Request #8 to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer Extension – Phase 1 Project in the amount of \$344,750.46.

2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTIONED CARRIED

e. Approval of Pay Request #1- Manusos General Contracting

Motion by Mr. Ragland to approve Pay Request #1 to Manusos General Contracting, Inc. for the Screen Channel Upgrades Project in the amount of \$53,460.00.

2nd by Mr. Brunn

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTIONED CARRIED



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f. Semi-Annual Review and Approval of the Districts Strategic Plan

Motion by Ms. Tellez to Approve the District's Semi-Annual review of the Strategic Plan
2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

11. MISCELLANEOUS CORRESPONDENCE

a. MCGG Membership Meeting – Crystal Lake, IL - January 25, 2023

12. APPROVAL OF BILLS

Motion by Mr. Brunn to approve payment of bills for January 10, 2023, as presented, in the amount of \$517,470.57.

2nd by Ms. Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

13. OTHER BUSINESS - None

District Manager Haque brought up the tolling agreement for the USACOE of Holiday Hills. It's possible that the District may need to sign it. The Board understood the requirement and expressed their overall disappointment with the USACOE's actions.

ADJOURNMENT

Motion by Mr. Michaels to adjourn the meeting at 8:00 p.m.
Unanimously approved on a voice vote

10:59 AM
02/10/23
Accrual Basis

Northern Moraine Wastewater Reclamation District
Treasurer Report
As of December 31, 2022

Dec 31, 22

ASSETS

Current Assets

Checking/Savings

1015 · Cash on Hand	500.00
1016 · Chase - Checking	1,260,570.93
1018 · Chase - Savings	146,189.37
1020 · Blackhawk Checking	1,063,718.22
1060 · IL Epay Funds	102,759.55
Total Checking/Savings	2,573,738.07

Kenneth A. Michaels, Jr. - President

Date

John Ragland - Vice President

Date

This report has been reviewed by Roberta C. Wajrowski, CPA

Northern Moraine Wastewater Reclamation District

Profit & Loss Budget vs. Actual

Accrual Basis

May 1, 2022 through December 31, 2022

	May - Dec 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
2640 · Bond Proceeds	0.00	0.00	0.00	0.0%
4010 · Property Tax Income	90,106.44	88,240.00	1,866.44	102.1%
4090 · Replacement Tax Income	3,142.02	2,150.00	992.02	146.1%
4300 · Sewer Permit Income	2,400.00	1,400.00	1,000.00	171.4%
4500 · Sewer Usage Income	1,933,885.13	2,839,790.00	(905,904.87)	68.1%
4510 · Connection Fees	284,469.00	337,624.00	(53,155.00)	84.3%
4520 · Penalty Income	62,408.93	59,150.00	3,258.93	105.5%
4600 · Refund Income	0.00	500.00	(500.00)	0.0%
4700 · Reimbursement Income	0.00	0.00	0.00	0.0%
4730 · Interest Income	965.74	1,000.00	(34.26)	96.6%
4900 · Miscellaneous Income	850.39	100.00	750.39	850.4%
4910 · Hauled Waste Income	74,878.20	63,950.00	10,928.20	117.1%
4930 · Engin. & Legal Rev. Fees	5,800.00	5,000.00	800.00	116.0%
4950 · Grants	2,484.00	0.00	2,484.00	100.0%
Total Income	2,461,389.85	3,398,904.00	(937,514.15)	72.4%
Gross Profit	2,461,389.85	3,398,904.00	(937,514.15)	72.4%
Expense				
5000 · Salaries	594,178.65	865,250.00	(271,071.35)	68.7%
5010 · Payroll Tax Expense	45,206.85	64,910.00	(19,703.15)	69.6%
5020 · Payroll Expenses-other	630.00	900.00	(270.00)	70.0%
5030 · Employee Insurance	115,596.57	180,800.00	(65,203.43)	63.9%
5040 · Trainings & Seminars	9,104.72	10,600.00	(1,495.28)	85.9%
5050 · Clothing Allowance	756.83	2,800.00	(2,043.17)	27.0%
5060 · IMRF Employer Contribution Exp.	45,105.29	67,440.00	(22,334.71)	66.9%
5110 · Maintenance-Buildings	24,696.31	20,500.00	4,196.31	120.5%
5120 · Maintenance-Vehicles	1,639.31	11,000.00	(9,360.69)	14.9%
5130 · Maintenance-Equipment	10,144.31	20,000.00	(9,855.69)	50.7%
5140 · Maintenance-Utility System	48,560.77	68,000.00	(19,439.23)	71.4%
5150 · Maintenance Supplies	348.76	3,000.00	(2,651.24)	11.6%
5160 · Sludge Hauling	42,230.47	30,000.00	12,230.47	140.8%
5210 · Operating Supplies	2,390.02	8,000.00	(5,609.98)	29.9%
5220 · Motor Fuel & Lube	12,174.16	14,000.00	(1,825.84)	87.0%
5230 · Vehicle Supplies	0.00	600.00	(600.00)	0.0%
5240 · Lab Supplies	14,411.25	12,000.00	2,411.25	120.1%
5245 · Miscellaneous Equipment	0.00	2,000.00	(2,000.00)	0.0%
5250 · Small Tools	221.85	1,200.00	(978.15)	18.5%
5255 · Chemicals Expense	57,363.15	95,000.00	(37,636.85)	60.4%
5260 · Safety Equipment	7,530.48	10,500.00	(2,969.52)	71.7%
5320 · General Insurance	78,743.00	84,335.00	(5,592.00)	93.4%
5330 · Telephone Expense	21,288.61	36,090.00	(14,801.39)	59.0%
5360 · Utilities	85,520.31	160,500.00	(74,979.69)	53.3%
5361 · Security System	10,958.46	11,700.00	(741.54)	93.7%
5380 · Rentals	0.00	1,100.00	(1,100.00)	0.0%
5390 · Travel Expense	4,263.58	3,000.00	1,263.58	142.1%
5410 · Software Support	46,564.27	49,470.00	(2,905.73)	94.1%
5420 · Accounting Service	8,100.00	8,600.00	(500.00)	94.2%
5430 · Professional Lab Testing	9,893.57	8,000.00	1,893.57	123.7%
5435 · Julie Locate Expense	387.85	3,500.00	(3,112.15)	11.1%
5440 · Engineering Services	3,466.25	6,000.00	(2,533.75)	57.8%
5450 · Legal Expenses	57,896.50	61,500.00	(3,603.50)	94.1%
5460 · Permit Fees	18,000.00	18,000.00	0.00	100.0%
5480 · Other Professional Services	91,427.88	104,800.00	(13,372.12)	87.2%
5510 · Office Supplies	8,639.68	7,000.00	1,639.68	123.4%
5520 · Postage	20,368.38	25,000.00	(4,631.62)	81.5%
5530 · Website Expense	181.00	2,000.00	(1,819.00)	9.1%
5540 · Printing & Publishing	8,175.30	9,300.00	(1,124.70)	87.9%
5550 · Publications & Subscriptions	368.69	200.00	168.69	184.3%
5560 · Membership Dues	2,684.00	4,860.00	(2,176.00)	55.2%
5630 · Bank Service Charges	10,470.36	13,800.00	(3,329.64)	75.9%
5640 · Interest Expense	29,712.52	67,872.00	(38,159.48)	43.8%
5710 · Miscellaneous Expense	592.66	500.00	92.66	118.5%
5810 · Refunds	0.00	100.00	(100.00)	0.0%
Total Expense	1,549,992.62	2,175,727.00	(625,734.38)	71.2%
Net Ordinary Income	911,397.23	1,223,177.00	(311,779.77)	74.5%
Other Income/Expense				
Other Income				
4810 · Bond Proceeds & Interest	771,063.93	11,598,572.00	(10,827,508.07)	6.6%
4995 · Grants & Contributions	3,495,600.00	4,095,600.00	(600,000.00)	85.4%
Total Other Income	4,266,663.93	15,694,172.00	(11,427,508.07)	27.2%
Other Expense				
6010 · Office Equipment over \$500	5,801.51	6,000.00	(198.49)	96.7%
6030 · Capitalized Treatment Upgrade	5,151,379.64	14,918,802.00	(9,767,422.36)	34.5%
6040 · Bond Principal Payable	0.00	390,000.00	(390,000.00)	0.0%
6070 · Building Improvements	1,031.00	9,000.00	(7,969.00)	11.5%
Total Other Expense	5,158,212.15	15,323,802.00	(10,165,589.85)	33.7%
Net Other Income	(891,548.22)	370,370.00	(1,261,918.22)	(240.7)%
Net Income	19,849.01	1,593,547.00	(1,573,697.99)	1.2%



DELINQUENT ACCOUNTS RECAP FOR January 2023

Revised: 2/09/23 by Elisa Fisher, District Clerk

\$150-\$300

133 Active Accounts

Island Lake – **86** customers
86 Notices of Delinquency
Lakemoor – **32** customers
4 Liens - 28 Notices of Delinquency, 3 Payment Agreements,
1 Sewer Disconnection Notice
Port Barrington – **15** customers
1 Lien - 14 Notices of Delinquency, 1 Payment Agreement

\$301-500

63 Active Accounts

Island Lake – **46** customers
46 Liens – 42 Water Shut Off Notices, 2 Final Water Shut Off Notices, 2 with water off
Lakemoor – **13** customers
15 Liens – 6 Water Shut Off Notices, 6 Sewer Disconnection Notices, 1 Final Notice of
Delinquency, 2 Final Water Shut Off Notices
Port Barrington – **4** customers
4 Liens -- 4 Sewer Disconnection Notices

\$501-\$1000

13 Active Accounts

Island Lake – **7** customers
7 Liens – 2 Sewer Disconnection Notices, 5 with water off
Lakemoor – **5** customers
5 Liens – 2 to be disconnected from sewer, 3 Sewer Disconnection Notices
Port Barrington – **1** customer
1 Lien - 1 to be disconnected from sewer

\$1001 and up

5 Active Accounts

Island Lake – **1** customer
1 Lien – 1 with water off
Lakemoor – **3** customers
3 Liens – 2 to be disconnected from sewer, 1 with water off
Port Barrington – **1** customer
1 Lien - 1 to be disconnected from sewer

Delinquent Accounts total (active and inactive customers): \$50,078.95 (\$10,096.34 inactive accts)

January 2022's report: \$44,261.99

January 2021's report: \$48,398.39

MONTHLY ACTIVITY:

4789 Monthly Bills mailed 2/01/23 (for Jan service)
467 Bills not mailed – customers prepaid on their accounts
48 Water Shut Off Notices mailed 2/09/23
16 Sewer Disconnection Notices mailed 2/09/23
21 Liens released in January

128 Notices of Delinquency mailed 2/09/23
1 Final Notice of Delinquency mailed 2/09/23
7 Real Estate closings for January 2023
40 Liens filed in January
4 Final Water Shut Off Notices mailed 2/09/23



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NMWRD Escrow Account(s) Summary
rev. February 1st, 2023



Project	Village	Developer	Escrow Start	Total Funding	Draws	Balance as of Feb. 1st	Notes
Lakemoor Commons Lot 5B - Building A (Chipotle)	LM	Keystone Construct LLC	3/18/2021	\$ 6,109.15	14	\$ 269.32	Escrow funds in amount of \$269.32 will be returned following the February Board Meeting. Escrow account will close once check is sent.
Lakemoor Commons Lot 5B - Building B (Future Multi-Tenant)	LM	Keystone Construct LLC	3/18/2021	\$ 6,152.40	14	\$ 269.32	Escrow funds in amount of \$269.32 will be returned following the February Board Meeting. Escrow account will close once check is sent.
Lakemoor Commons Lot 5B - Building C (Future Tenant)	LM	Keystone Construct LLC	3/18/2021	\$ 5,763.15	14	\$ 269.32	Escrow funds in amount of \$269.32 will be returned following the February Board Meeting. Escrow account will close once check is sent.
Lakemoor Commons Lot 5B - Building D (Starbucks)	LM	Keystone Construct LLC	3/18/2021	\$ 5,719.90	14	\$ 269.32	Escrow funds in amount of \$269.32 will be returned following the February Board Meeting. Escrow account will close once check is sent.
Dollar General	IL	CG Buckhalter LLC	9/27/2021	\$ 3,534.75	3	\$ 1,077.00	Account Current
Lakemoor Commons Lot 2A (Taco Bell)	LM	Bell American Group LLC	4/8/2022	\$ 2,027.68	3	\$ 472.32	Escrow funds in amount of \$472.32 will be returned following the February Board Meeting. Escrow account will close once check is sent.
Lakemoor Commons Lot 5B (Rainbow Cone)	LM	The Buona Companies LLC	5/5/2022	\$ 5,800.00	4	\$ 1,032.00	Account Current

Total Funding for All Escrow Accounts to Date <i>**Since District re-established Escrow accounts in 2019.</i>	\$ 51,384.03
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Northern Moraine WRD Project Grant Tracking

Rev. February 7, 2023

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Control Building Electrical Upgrades	2020	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)	DCEO	\$200,000	\$200,000	\$445,494	6/23/2020	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2020	Unsewered Communities Construction Grant Program	IEPA	\$3,495,600	\$3,495,600	\$6,700,000	12/31/2020	Fully Disbursed to NMWRD
Lakemoor Lift Stations	2021	Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)	DCEO	\$400,000	\$400,000	\$732,730	3/11/2021	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2022	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$200,000	\$100,000	\$7,287,500	1/4/2022	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2022	McHenry County – ADVANCE McHenry County	McHenry County	\$2,905,080	-	\$7,287,500	1/22/2022	In Review – Among top 10 applicants
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension (Phase 2)	2022	FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)	US House Representative Lauren Underwood	\$2,500,000	\$2,500,000	\$10,851,000	4/29/2022	Awarded / In-Progress
WWTF Emergency Power Systems Replacement	2022	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$250,000	\$250,000	\$500,000	5/1/2022	Awarded / In-Progress
Continued on next page								



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NORTHERN MORaine W R D

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Darrell Road Unsewered Facilities - Phase 1A WWTF Headworks Facility	2022	Lake County – FORWARD (ARPA Funding)	Lake County	\$1,940,000	-	\$3,871,190	10/31/2022	Under Review
Darrell Road Unsewered Facilities - Phase 1B Interceptor Sewer	2022	Lake County – FORWARD (ARPA Funding)	Lake County	\$2,990,000	-	\$5,862,945	10/31/2022	Under Review
Unsewered Community - Village of Holiday Hills Project (Phase 2)	2022	Unsewered Communities Construction Grant Program	IEPA	\$5,000,000	-	\$11,322,000	11/15/22	Rejected due to Technicalities. Will apply again next year.
Holiday Hills/Le Villa Vaupell Sewer Extension - Private Homeowner Financial Assistance	2023	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$297,000	-	\$594,000	1/4/2023	Under Review
Expected Grant Amount Total					\$6,945,600			



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NMWRD Operations Report

Date: February 10th, 2023

Prepared by: Joe Lapastora – Director of Operations

Ammonia Excursion:

At approximately 10:30am on January 23, 2023, District operations staff noticed an aromatic smell (floral/fruity) coming from our Headworks wet well while also visually observing the surface was covered in bubbles/foam. Operational staff collected composite samples that were being collected for the next day for testing. Note that the influent composite sample was representative of approximately 4 hours of sampling since we wanted to test near the time the abnormal observations were made. Based on the scent and visual observations, we made the decision to test the influent for D.O., Nitrogen Ammonia (NH₃ – N) and Phosphorous. Phosphorous and D.O. testing did not indicate atypical results when compared to our normal testing data. However, test results for influent Ammonia Nitrogen as N (NH₃ – N) were much higher when compared to our normal testing data. The sample produced “over range” results on a Spectrometer (TNT 880 Kit) and yielded a 60.9 mg/L result. Note that our NPDES permit does not specify an influent NH₃ – N limit, however, this testing was strategically performed to verify that we were overloaded on influent NH₃ – N. We then tested the effluent composite sample on the Spectrometer which yielded a 7.43 mg/L result which exceeded our Daily Max permit limit of 4.9 mg/L. Based on test results and a comparison to previous data, we suspect the cause of this excursion was due to a “shock load”, likely resulting from a discharge of an ammonia-based solution. The period of non-compliance was approximately 24 hours. Operations staff performed the same tests on the following day, January 24, 2023, at approximately 8:00am and confirmed that the effluent NH₃ – N was testing at 4.78 mg/L, which was below our permit limit of 4.9 mg/L. We have not exceeded the permit limit since the January 23 excursion, however, it worth noting that the plant is still recovering from the “shock load” as effluent results are higher when compared to our annual average, although the results have been steadily declining. An oral notification was reported to the IEPA within the 24-hour requirement that is specified in Attachment H, Standard Conditions, Section 12 (f) of our NPDES Permit. Similarly, a written submission was submitted within the five (5) day requirement that is also specified in Attachment H, Standard Conditions, Section 12 (f) of our NPDES Permit. Although we do not anticipate this type of excursion to occur again, and although no Significant or Categorical Industrial Users are connected to our system, staff will continue to routinely monitor for ammonia nitrogen at specific lift stations within our collection system so that we can isolate/identify the discharger should this issue re-occur.

Control Building Electrical Upgrades:

[Project Update] – Subcontractor Boller Construction mobilized in early November to begin demolition of some concrete equipment pads and exterior louvers. The masonry subcontractor, A. Horn, then mobilized to fill both louver voids with masonry block as they will soon be installing architectural panels matching the current aesthetic of the Control Building exterior. Minimal work was performed during the month of January as the General Contractor waits for electrical components to be delivered. It is anticipated that electrical components will begin to arrive in February/March and once they arrive, Pieper Electric will move forward with the installation of new electrical distribution panels





and the relocation of existing control panels. The new diesel pad was successfully relocated in mid-January as various contractors coordinated to perform the relocation effort in a single day. ARS was contracted for rigging and crane services associated with moving the tank while our Diesel Fuel provider, Olson Fuel, was contracted for the day to empty/refill the tank. Similarly, our generator service provider, Alternate Power, was also contracted for the day as they assisted with priming the new diesel line, making the connection, and performing generator start-up. Lastly, District operations staff assisted with various efforts associated with the new piping run and aided all contracted services. With the new location of the Diesel Tank, we are now clear to remove the day tank located in the Southwest corner of the MCC room.



Drone Photo of the diesel tank relocation effort.



New Diesel Tank Location

Screen Channel Upgrades:

[Project Update] –The Rotamat screener was removed in late November and was replaced with an MS2 Bar Screen in December. As previously mentioned on November’s Operations report, this project required bypass pumping around the treatment plant headworks to allow the work to be completed in a dry environment. The bypass of the treatment plant headworks presented a rare opportunity in that the raw pumps would not be in operation, which allowed us to replace valves upstream and downstream of the pumps. The original valves date back to 1978 and the intake isolation valve for Raw Pump #1 was broken. A replacement Raw Pump #1 was delivered in early November and was installed with the replacement valves in mid-January. United rentals mobilized on Monday, January 16, to set up the bypass piping and discharge into the Oxidation Ditch. The bypass went live on Tuesday, January 17 when District Operations staff clocked in around 3am to insert the plug during low flows and was live through Friday, January 20th. Through the course of the four (4) day bypass, all work in the headworks, along with all valving/pump work in the basement was successfully completed. Note that the new MS2 Bar Screen and the new Raw Pump #1 do not currently have power, however, we should expect to see a change order on the Control Building Electrical project that will bring power to both pieces of equipment. Similarly, the control panel for the new MS2 Bar Screen will also be installed in the new MCC room as part of the Control Building Electrical Change Order. This shall mark the last project update for the Screen Channel Upgrades section of the Operations Report.





NORTHERN MORaine W R D



Two bypass pumps used for bypass event.



Bypass pipe routing around Control Building.



Bypass discharge location into Oxidation Ditch.



Basement valve/pump work progress during bypass.



New submersible Grundfos Raw Pump #1.



New valving for all raw pumps. This shows Raw Pump #3.



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Dewatering Updates:

Over the last few Operations Reports, various issues associated with the District's dewatering process were covered. Issues that have since been fixed include repulling of the power supply line into the main breaker that was damaged, and VFD replacement for damaged unit. Upcoming repairs include breaker replacement and transformer replacement. Not that Operations Staff have been successful in running a few dewatering cycles through the month of January, however, it is likely that we will not run another dewater cycle until the aforementioned repairs are completed. We will now look to re-establishing the dewatering process and increase the dewatering frequency to occur every 1-2 weeks so that we will have adequate time to adapt and remediate should another issue arise.

Chemical Doors:

The District contracted Manusos General Contracting to install new Cross Aluminum doors and frames at the District's Chemical Building during the month of January. The District has possessed the doors for over a year now, and we were happy to finally have these installed. The work was completed in a single day.



Photo showing door replacement progress.



Photo of door replacement progress.

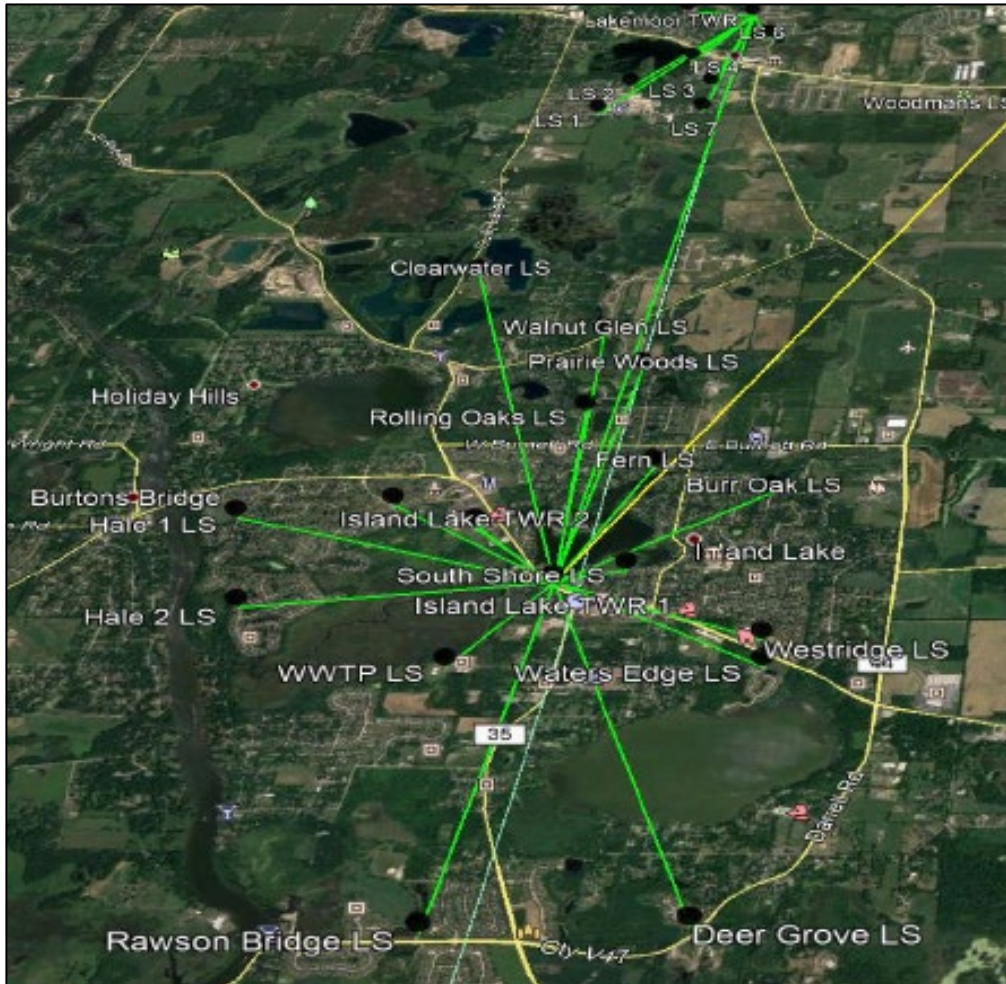
Lift Station Radio Telemetry

[Project Update] – Radio communication equipment has been ordered for installation on the water tower located at Water Tower Park in Island Lake. This is being done as we begin building a radio communication network amongst the District's lift stations that will transmit data to the SCADA computer we have stationed in the Control Building at the treatment facility. We have been coordinating with staff from the Villages of Island Lake and Lakemoor to obtain spaces on two (2) water towers in Island Lake and Lakemoor that will allow us to have a high point in regions of the District's service area to install antennas and radios. These will provide a wide range over the District's service area where we can then broadcast data to and receive data from lift stations. As we begin upgrading lift stations, we can then link them to the SCADA computer to make real-time information available to staff, providing more detailed alarming and some limited control. An order is expected to be placed in February and water tower repeater install(s) in Island Lake and Lakemoor will likely begin in February/March.





NORTHERN MORaine W R D



Map of proposed radio communication paths.

COVID Surveillance Data: Below you can find the most recent data for surveillance sampling and testing for SARS-COV-2. This shows a trend in gene copies of SARS-COV-2 per liter of wastewater entering the District's treatment facility. New to this report, Influenza A & B is now being tracked and trended. Although a previous Operations Report indicated that we would start to see the Influenza data by the end of 2022, we were informed that there were some delays on DPI's end. The data continues to show the concentrations of the different variant lineages that are being detected in the samples we have collected.



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NORTHERN MORAINE W R D

NORTHERN MORAINE WW RECLAMATION DIST WWTP Wastewater Report, January 2023

**LOCATION: NORTHERN MORAINE WW RECLAMATION DIST WWTP
(McHenry County)**

Catchment Information

Population Served	15,000
NPDES	IL0031933
zipcode	60042
IL Covid Region	9

SARS-CoV-2 LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of the SARS-CoV-2 virus in a sample. The nucleocapsid protein (N) gene of the virus is targeted in the assay, and results are reported in gene copies per liter of starting wastewater.

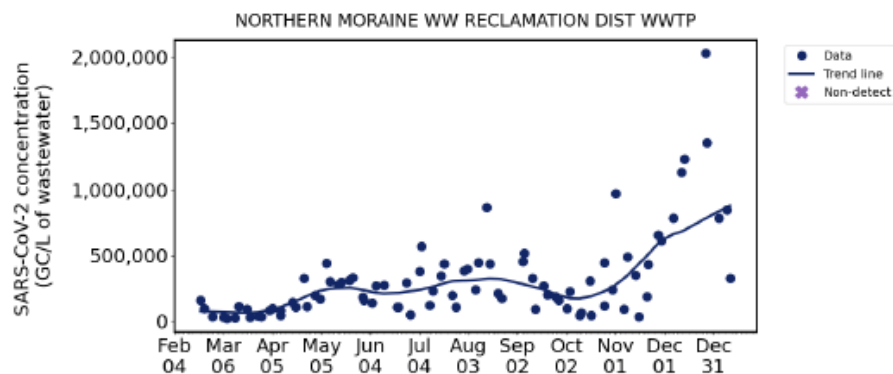


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in gene copies per liter (GC/L) of wastewater.

SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)		
2023-01-11	325,050	2022-12-14	1,233,750
2023-01-09	846,750	2022-12-12	1,134,750
2023-01-04	783,750	2022-12-07	784,500
2022-12-28	1,361,250		
2022-12-27	2,031,000		



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NORTHERN MORaine W R D

SARS-CoV-2 LINEAGES IN WASTEWATER

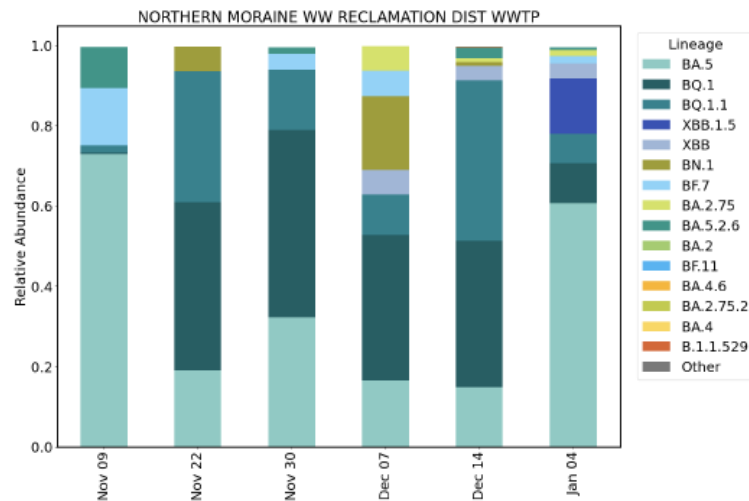


Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.

INFLUENZA A & B LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of influenza A and influenza B viruses in a sample. Results are reported in gene copies per liter of starting wastewater.

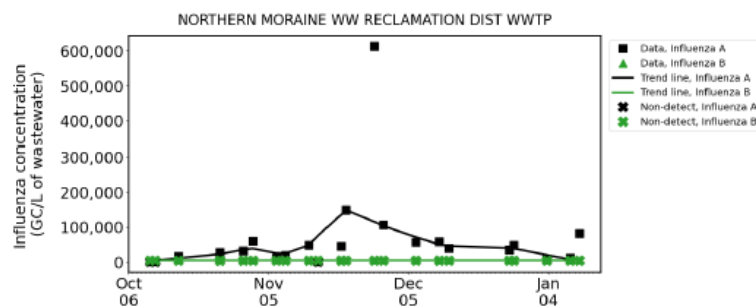


Figure 3. Time series plot of Influenza A & B viral concentrations in gene copies per liter (GC/L) of wastewater.

INFLUENZA A & B SAMPLING RESULTS - LAST 8 SAMPLES

Date	Influenza A (GC/L)	Influenza B (GC/L)
2023-01-11	82,200	Non-detect
2023-01-09	12,150	Non-detect
2023-01-04	8,100	Non-detect
2022-12-28	47,850	Non-detect
2022-12-27	35,100	Non-detect
2022-12-14	39,450	Non-detect
2022-12-12	58,950	Non-detect
2022-12-07	56,400	Non-detect



Northern Moraine WRD - Septage Receiving Tracking
FY 2022-2023



Month	Loads	Gallons	Revenue FY 22-23	Revenue FY 21-22	% Revenue Change
May-22	48	166,935	\$9,613.50	\$3,814.40	252%
Jun-22	59	202,830	\$11,541.30	\$3,610.80	320%
Jul-22	60	162,480	\$9,174.90	\$3,937.20	233%
Aug-22	55	202,750	\$11,490.30	\$6,839.10	168%
Sep-22	53	182,310	\$10,342.80	\$7,032.90	147%
Oct-22	63	215,250	\$12,214.50	\$8,858.70	138%
Nov-22	26	5,156	\$5,156.10	\$6,369.90	81%
Dec-22	27	92,745	\$5,344.80	\$4,916.40	109%
Jan-23	13	40,142	\$2,784.60	\$938.40	297%
Feb-23				\$2,529.60	
Mar-23				\$5,360.10	
Apr-23				\$7,466.40	
Total	404	1,270,598	\$77,662.80	\$61,673.90	126%

* New Rates as 01/01/2023

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time	Type
Jan-23	1/5/2023	Helmer	3000	Flat Rate	\$214.20	12:00 PM	Septic
	1/9/2023	Helmer	3442	Flat Rate	\$214.20	1:00 PM	Septic
	1/12/2023	Helmer	3000	Flat Rate	\$214.20	11:00 AM	Septic
	1/3/2023	Weidner	3400	Flat Rate	\$214.20	9:30 AM	Septic
	1/3/2023	Weidner	2800	Flat Rate	\$214.20	2:45 PM	Septic
	1/5/2023	Weidner	3200	Flat Rate	\$214.20	9:15 AM	Septic
	1/9/2023	Weidner	3200	Flat Rate	\$214.20	9:40 AM	Septic
	1/10/2023	Weidner	3300	Flat Rate	\$214.20	9:35 AM	Septic
	1/13/2023	Weidner	3300	Flat Rate	\$214.20	10:20 AM	Septic
	1/23/2023	Weidner	2700	Flat Rate	\$214.20	2:50 PM	Septic
	1/23/2023	Weidner	3300	Flat Rate	\$214.20	10:00 AM	Septic
	1/26/2023	Weidner	2800	Flat Rate	\$214.20	12:55 PM	Septic
	1/30/2023	Weidner	2700	Flat Rate	\$214.20	1:30 PM	Septic

NMWRD Service Connection Permit Tracking
FY 2022-23



Permit Date	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	Permit No.	Connection/ Inspection Fee	Darrell Road Special Connection Fee
5/12/2022	1970 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5700	\$ 7,674.00	\$ 3,248.00
5/12/2022	2300 Fen View Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5701	\$ 7,674.00	\$ 3,248.00
5/12/2022	1900 Fox Ridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5702	\$ 7,674.00	\$ 3,248.00
5/24/2022	32067 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5703	\$ 7,674.00	\$ 3,248.00
6/9/2022	2428 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5704	\$ 7,674.00	\$ 3,248.00
6/9/2022	2080 Silver Leaf Drive	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5705	\$ 7,674.00	\$ 3,248.00
6/21/2022	2507 Fen View Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5706	\$ 7,674.00	\$ 3,248.00
6/21/2022	2040 Foxridge Drive	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5707	\$ 7,674.00	\$ 3,248.00
6/27/2022	32065 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5708	\$ 7,674.00	\$ 3,248.00
6/27/2022	32023 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5709	\$ 7,674.00	\$ 3,248.00
7/1/2022	2245 Walnut Glen Blvd	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5710	\$ 7,674.00	\$ 3,248.00
7/7/2022	330 Rosedale Drive	LM	Sampson Sex & Co Lily Lake	New Connection	Cotton	5711	\$ 7,674.00	\$ 3,248.00
7/8/2022	27695 W. Belvidere Road	LM	Taco Bell	New Connection	Bell American Group	5712	\$ 32,465.00	\$ 13,920.00
7/28/2022	32025 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5713	\$ 7,674.00	\$ 3,248.00
8/2/2022	28603 Augusta Lane	LM	Savannahs	New Connection	William Ryan Homes	5714	\$ 7,674.00	\$ 3,248.00
8/9/2022	2365 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5715	\$ 7,674.00	\$ 3,248.00
8/17/2022	2334 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5716	\$ 7,674.00	\$ 3,248.00
8/17/2022	2345 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5717	\$ 7,674.00	\$ 3,248.00
8/23/2022	3106 Wishing Well Lane	IL	Westridge	Repair	Life Lline Plumbing	2434A	\$ -	\$ -
8/31/2022	2052 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5718	\$ 7,674.00	\$ 3,248.00
9/7/2022	1932 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5719	\$ 7,674.00	\$ 3,248.00
9/16/2022	32061 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5720	\$ 7,674.00	\$ 3,248.00
9/26/2022	2522 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5721	\$ 7,674.00	\$ 3,248.00
10/4/2022	1980 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5722	\$ 7,674.00	\$ 3,248.00
10/27/2022	4124 Newport Drive	IL	Fox River Shores	Repair	All Pro Plumbing	2548A	\$ -	\$ -
11/29/2022	625 Wood Creek Drive	IL	Westridge	Repair	McHenry Excavating	2137A	\$ -	\$ -
11/30/2022	2180 Walnut Glen Blvd	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5723	\$ 7,674.00	\$ 3,248.00
12/21/2022	2215 Walnut Glen Blvd	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5724	\$ 7,674.00	\$ 3,248.00
1/3/2023	3719 Hale Lane	IL	Fox River Shores	Repair	Black Diamond Plumbing	2150A	\$ -	\$ -
1/5/2023	216 S Shore Drive	IL	Island Lake Estates	Demo	Grothman/ ASAP Plumbing	781A	\$ -	\$ -
1/11/2023	32070 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5725	\$ 7,674.00	\$ 3,248.00
1/20/2023	220 East Parkland Drive	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5726	\$ 7,674.00	\$ 3,248.00
2/2/2023	2368 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5727	\$ 7,674.00	\$ 3,248.00
							Standard Connections	Darrel Road Connections
FY 2022 - 2023 Total:							\$ 239,663.00	\$ 101,616.00
Approved Budget FY 2022 - 2023							\$ 274,064.00	\$ 64,960.00

Approved +/- vs. Current YTD	\$	(34,401.00)	\$	36,656.00
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NMWRD Sewer Connection Permit Tracking
Darrell Road Special Connection Fee Collections

*Special Connection Fees Ordinance approved February 2020



Permit Date	Address	City	Subdivision/ Business	Permit Owner	Permit No.	Amount Paid
3/4/2020	32045 Savannah Drive	LM	Savannahs	William Ryan Homes	5643	\$ 3,248.00
3/4/2020	32046 Savannah Drive	LM	Savannahs	William Ryan Homes	5644	\$ 3,248.00
3/4/2020	32047 Savannah Drive	LM	Savannahs	William Ryan Homes	5645	\$ 3,248.00
3/25/2020	32049 Savannah Drive	LM	Savannahs	William Ryan Homes	5646	\$ 3,248.00
6/29/2020	32044 Savannah Drive	LM	Savannahs	William Ryan Homes	5647	\$ 3,248.00
6/29/2020	32054 Savannah Drive	LM	Savannahs	William Ryan Homes	5648	\$ 3,248.00
8/27/2020	32052 Savannah Drive	LM	Savannahs	William Ryan Homes	5649	\$ 3,248.00
9/10/2020	32064 Savannah Drive	LM	Savannahs	William Ryan Homes	5650	\$ 3,248.00
9/15/2020	32051 Savannah Drive	LM	Savannahs	William Ryan Homes	5651	\$ 3,248.00
9/18/2020	334 Rosedale Drive	LM	Rosedales	Buckhalter	5652	\$ 3,248.00
9/18/2020	336 Rosedale Drive	LM	Rosedales	Buckhalter	4450-A	\$ 3,248.00
9/21/2020	32038 Savannah Drive	LM	Savannahs	William Ryan Homes	5653	\$ 3,248.00
10/27/2020	32048 Savannah Drive	LM	Savannahs	William Ryan Homes	5654	\$ 3,248.00
10/27/2020	32050 Savannah Drive	LM	Savannahs	William Ryan Homes	5655	\$ 3,248.00
2/11/2021	32058 Savannah Drive	LM	Savannahs	William Ryan Homes	5656	\$ 3,248.00
3/4/2021	32057 Savannah Drive	LM	Savannahs	William Ryan Homes	5657	\$ 3,248.00
6/10/2021	31500 US Highway 12 - Buona Beef	LM	Lakemoor Commons	Lakemoor Ventures	5658	\$ 13,920.00
6/17/2021	32040 Savannah Drive	LM	Savannahs	William Ryan Homes	5659	\$ 3,248.00
6/30/2021	32056 Savannah Drive	LM	Savannahs	William Ryan Homes	5660	\$ 3,248.00
6/30/2021	32072 Savannah Drive	LM	Savannahs	William Ryan Homes	5661	\$ 3,248.00
6/30/2021	32053 Savannah Drive	LM	Savannahs	William Ryan Homes	5662	\$ 3,248.00
7/28/2021	32055 Savannah Drive	LM	Savannahs	William Ryan Homes	5663	\$ 3,248.00
7/30/2021	2317 Fenview Circle	IL	Prairie Woods	Pulte Group	5664	\$ 3,248.00
8/13/2021	27450 IL Route 120 - Building A (Chipotle)	LM	Lakemoor Commons	Lakemoor Retail Partners	5665	\$ 12,992.00
8/13/2021	27450 IL Route 120 - Building B (Future Multi-Tenant)	LM	Lakemoor Commons	Lakemoor Retail Partners	5666	\$ 13,920.00
8/13/2021	27450 IL Route 120 - Building C/D (Future Tenant and Starbucks)	LM	Lakemoor Commons	Lakemoor Retail Partners	5667	\$ 13,920.00
8/17/2021	28601 Augusta Lane	LM	Savannahs	William Ryan Homes	5669	\$ 3,248.00
8/23/2021	32060 Savannah Drive	LM	Savannahs	William Ryan Homes	5668	\$ 3,248.00
9/21/2021	27565 IL Route 120 - Woodman's Car Wash	LM	Lakemoor Commons	Woodmans / J Pease Construction	5634-A	\$ 32,480.00
10/27/2021	32062 Savannah Drive	LM	Savannahs	William Ryan Homes	5670	\$ 3,248.00
11/17/2021	28607 Augusta Lane	LM	Savannahs	William Ryan Homes	5671	\$ 3,248.00
12/21/2021	2408 Fenview Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5673	\$ 3,248.00
12/21/2021	2433 Fenview Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5674	\$ 3,248.00
12/21/2021	1935 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5675	\$ 3,248.00
12/21/2021	1929 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5676	\$ 3,248.00
1/4/2022	32030 Savannah Drive	LM	Savannahs	William Ryan Homes	5677	\$ 3,248.00

1/6/2022	2443 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5678	\$ 3,248.00
1/6/2022	2453 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5679	\$ 3,248.00
1/6/2022	2413 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5680	\$ 3,248.00
1/6/2022	2140 Silver Leaf Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5681	\$ 3,248.00
1/13/2022	32042 Savannah Drive	LM	Savannahs	William Ryan Homes	5682	\$ 3,248.00
1/13/2022	1920 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5683	\$ 3,248.00
1/13/2022	2016 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5684	\$ 3,248.00
1/31/2022	28609 Augusta Lane	LM	Savannahs	William Ryan Homes	5685	\$ 3,248.00
2/18/2022	124 Fairfield Drive	IL	Island Lake - South	Midwest Lifestyle Homes	5686	\$ 3,248.00
2/18/2022	122 Fairfield Drive	IL	Island Lake - South	Midwest Lifestyle Homes	699-A	\$ 3,248.00
2/23/2022	28605 Augusta Lane	LM	Savannahs	William Ryan Homes	5687	\$ 3,248.00
2/28/2022	32608 Savannah Drive	LM	Savannahs	William Ryan Homes	5688	\$ 3,248.00
3/2/2022	2028 Foxridge Dr	IL	Prairie Woods	Pulte Group / Veruna LLC	5689	\$ 3,248.00
3/2/2022	2120 Silverlead Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5690	\$ 3,248.00
3/3/2022	32028 Savannah Drive	LM	Savannahs	William Ryan Homes	5691	\$ 3,248.00
3/4/2022	32026 Savannah Drive	LM	Savannahs	William Ryan Homes	5692	\$ 3,248.00
3/7/2022	32066 Savannah Drive	LM	Savannahs	William Ryan Homes	5693	\$ 3,248.00
3/7/2022	2458 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5694	\$ 3,248.00
3/29/2022	One Waters Edge	IL	Dollar General	Hummel Construction	5695	\$ 4,640.00
3/31/2022	2403 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5696	\$ 3,248.00
3/31/2022	2110 Silver Leaf Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5697	\$ 3,248.00
3/31/2022	1926 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5698	\$ 3,248.00
4/6/2022	32063 Savannah Drive	LM	Savannahs	William Ryan Homes	5699	\$ 3,248.00
5/12/2022	1970 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5700	\$ 3,248.00
5/12/2022	2300 Fen View Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5701	\$ 3,248.00
5/12/2022	1900 Fox Ridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5702	\$ 3,248.00
5/24/2022	32067 Savannah Drive	LM	Savannahs	William Ryan Homes	5703	\$ 3,248.00
6/9/2022	2428 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5704	\$ 3,248.00
6/9/2022	2080 Silver Leaf Drive	IL	Walnut Glen	Pulte Group / Veruna LLC	5705	\$ 3,248.00
6/21/2022	2507 Fen View Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5706	\$ 3,248.00
6/21/2022	2040 Foxridge Drive	IL	Walnut Glen	Pulte Group / Veruna LLC	5707	\$ 3,248.00
6/27/2022	32065 Savannah Drive	LM	Savannahs	William Ryan Homes	5708	\$ 3,248.00
6/27/2022	32023 Savannah Drive	LM	Savannahs	William Ryan Homes	5709	\$ 3,248.00
7/1/2022	2245 Walnut Glen Blvd	IL	Walnut Glen	Pulte Group / Veruna LLC	5710	\$ 3,248.00
7/7/2022	330 Rosedale Dr	LM	Sampson Sex & Co Lily Lake	Cotton	5711	\$ 3,248.00
7/8/2022	27695 W. Belvidere Road	LM	Taco Bell	Bell American Group	5712	\$ 13,920.00
7/28/2022	32025 Savannah Drive	LM	Savannahs	William Ryan Homes	5713	\$ 3,248.00
8/2/2022	28603 Augusta Lane	LM	Savannahs	William Ryan Homes	5714	\$ 3,248.00
8/9/2022	2365 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5715	\$ 3,248.00
8/17/2022	2334 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5716	\$ 3,248.00
8/17/2022	2345 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5717	\$ 3,248.00
8/23/2022	3106 Wishing Well Lane	IL	Westridge	Life Lline Plumbing	2434A	\$ -
8/31/2022	2052 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5718	\$ 3,248.00
9/7/2022	1932 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5719	\$ 3,248.00
9/16/2022	32061 Savannah Drive	LM	Savannahs	William Ryan Homes	5720	\$ 3,248.00
9/26/2022	2522 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5721	\$ 3,248.00
10/4/2022	1980 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5722	\$ 3,248.00
11/30/2022	2180 Walnut Glen Blvd	IL	Prairie Woods	Pulte Group / Veruna LLC	5723	\$ 3,248.00
12/21/2022	2215 Walnut Glen Blvd	IL	Prairie Woods	Pulte Group / Veruna LLC	5724	\$ 3,248.00
1/11/2023	32070 Savannah Drive	LM	Savannahs	William Ryan Homes	5725	\$ 3,248.00
1/20/2023	220 East Parkland Drive	IL	Walnut Glen	Pulte Group / Veruna LLC	5726	\$ 3,248.00
2/2/2023	2368 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5727	\$ 3,248.00

Cumulative Total:	\$ 365,632.00
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NMWRD Engineering Report

Date: February 8th, 2023

Prepared by: Jasmin Bait – Junior Engineer

Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension – Phase 1 (Nunda):

[Project Update] – Significant construction efforts continued through the month of January as the general contractor (Trine) continued with steady progress for the underground sanitary sewer along with progress on restoration efforts, including replacement of the storm sewer and the force main. To date, 100% of the underground sewer along Holiday Drive is installed, as well as 100% of the underground sewer for Alternatives A, B, and C. With the progress this month, 100% of the underground sewer and force main along Sunset Drive. Final connections for the force main have been made at the Holiday Hills lift station, as well as connections to the existing force mains on Lily Lake Road, which means that 100% of the force main for the whole project has been installed. As mentioned in the November and December reports, dewatering on Hickory Street proved to be a bigger challenge than expected, and continued to hamper progress in January. Fortunately, as of the end of January work has begun again on Hickory St. It is now anticipated that all underground sewers along Hickory St will be completed by the end of February. To date, a total of 37 of the 41 manhole structures have been installed for the entire Project. Additional work performed during the month of January included work associated with sanitary pipe installations, lateral installations, and storm culvert installations. Various loan/grant deliverables were completed and provided to the IEPA while monthly progress on submittal review/response by Engineer and Contractor continued to be performed. Construction efforts will slow down over the next few months as the project nears completion.

[Milestone Update] – Substantial completion of the project is measured with a series of milestones dated based on the commencement of the contract time. The contract also stipulated that a bonus shall be paid out for every day that work is substantially completed prior to the specified milestone date. Milestone No. 1 passed in December as mentioned in the last report. Milestone No. 2 includes all equipment and start-up associated with the lift station and control building. Work for Milestone No. 2 is to be substantially completed by May 13, 2023 with a \$500 bonus for every day that work is completed prior to this date. Milestone No. 3 or Final Completion includes all the previously listed items with final acceptance by Owner. Final Completion will be June 12, 2023 with a \$500 bonus for every day that work is completed prior to this date. The total bonus will be limited to \$50,000 and will be paid at Final Payment.





NORTHERN MORaine W R D



Connection to existing Force main on Lily Lake Rd



Force main installation on Lily Lake Rd

Control Building Electrical:

[Project Update] – In late-October, two subs mobilized for demolition and masonry work including Boller Construction (demo, louver removal, and equipment pads) and A. Horn Inc. (masonry). Through November, demolition of both louvers was completed with CMU block being installed for both openings, a roof vent for the old generator was removed, and a new equipment pad was poured inside the new MCC room. The District's diesel tank is being relocated to the area between the Control Building and the Breakroom to allow for the removal of the day-tank that is currently housed inside. The new diesel tank slab was poured in late November and after a 2-3 week cure time, we must now strategically coordinate with ARS (crane service provider), Olson Fuel, Alternate Power and those involved on the CBE project to move the diesel tank in a single day which is anticipated to occur in mid-January. Throughout January, no notable construction progress was made as we were waiting for electrical components to arrive. Significant construction efforts will pick up throughout February as we receive the components and begin installation.

Lakemoor Lift Station No. 1 and No. 6 Modifications:

[Project Update] – The District advertised this project on August 8, 2022 and a public bid opening was held on September 30, 2022. The District received two (2) bids from Boller Construction and Marc Kresmery Construction. Bidders were required to provide a proposal for eight (8) unit prices – a unit price for each lift station (seven (7) lift stations) and one (1) cash allowance. Due to current inflated costs of labor and materials, the proposals received from contractors were roughly \$1.6 Million to complete the work. As such, the District chose to reduce the scope of the project to remain within budget constraints. The project with reduced scope was awarded to Boller Construction for the amount of \$472,400. This covers upgrades associated with Lift Station #1 (\$209,000), Lift Station #6 (\$233,400), and





cash allowances for utilities and unforeseen conditions (\$30,000). A kickoff meeting was held on November 23rd. A project start date has yet to be determined, however, electrical component(s) procurement is already underway. Additional updates to be provided in the next few months as we prepare logistics and continue the submittal review process.

Phosphorous Discharge Optimization Plan:

[Project Update] – The District continues to perform the phosphorous testing related to the District’s Phosphorous Discharge Optimization Plan (PDOP) through the month of December. Per Special Condition 20 of the District’s National Pollutant Discharge Elimination System (NPDES) Permit, the District is required to provide annual progress reports to the IEPA and the data obtained from this testing will be used in annual report submissions. Note that this will be an ongoing evaluation, as dictated by our NPDES permit to ensure we are taking the necessary steps to meet the 0.5 mg/L Total P limit that will be mandated by 2030. The Operational Staff will be taking over the PDOP lab testing as they curate a new regimen that will be put into effect within the next few weeks.

Screen Channel Upgrades

[Project Update] – The District purchased a Headworks brand MS2 bar screen in April 2020 and requested a proposal for bidding services from TAI in April 2022. The public notice was issued in early-May with a Bid Opening held on June 8th. The District received a recommendation to award the contract to the lowest responsible, responsive bidder, Manusos General Contracting (MGC), from TAI on June 10th. The notice of award was issued on June 27th and a pre-construction meeting was held on August 11th, where all parties met to determine the appropriate path forward, keeping the potential setbacks associated with the Control Building Electrical project in mind. Manusos mobilized in early November. They were successful in removing the Rotamat screener and lowering the new MS2 Bar Screen into the headworks in late November. Manusos has wrapped up all final actions for this project. More detailed updates can be seen in the Operations Report. This shall mark the last project update for the Screen Channel Upgrades section of the Engineering Report.

Woodman’s Lift Station and Sanitary Sewer Additions (Lakemoor):

[Project Update] – This project is in the three (3) year maintenance period which was set to close on February 11, 2023. The District continues to work with Filippini Law Firm to wrap up the LOC documents that coincide with the closure of the maintenance period. The District notified Lakemoor in mid-October that we concluded our review of the documents that Lakemoor provided a few months back to close out the Woodman’s project. Of note, the District’s review of those documents found that we are missing the easement documents for the Woodman’s property and it appears that those may never have been recorded. The District instructed Lakemoor to provide those immediately so that we can





conclude this matter. A copy of the payment schedule for the loan to date of \$1,278,865.75 was also provided to Lakemoor.

Lakemoor Commons Outlot 5B (Lakemoor):

[Project Update] – Lakemoor Commons Lot 5B construction is complete which includes four (4) separate buildings. Chipotle (Building A), Starbucks (Building D), Sports Clips and Asurian Tech Repair (both Building B) are confirmed tenants while Building C remains untenanted. The District has received the as-builts for this project and will be closing out the corresponding Escrow account. This shall mark the last update for the Lakemoor Commons Outlot 5B section of the Engineering Report.

Buona Beef Restaurant (Lakemoor):

[Project Update] – All sanitary related construction and testing was completed summer 2021. All sanitary sewer infrastructure was approved in February 2022 and as-builts have been received. This project update section will remain active while the District works through the water meter reading issues associated with Rainbow Cone / Buona Beef. See the next section for more details.

Rainbow Cone at Buona Beef Site (Lakemoor):

[Project Update] – Rainbow Cone held its grand opening on Monday, May 16th and the District has continued to monitor water usage observed at Buona Beef / Rainbow Cone to ensure that this development does not exceed its permitted PE. The District suspected inaccurate water meter readings due to abnormally high readings since May and we were notified in September that this was a result of the irrigation system being overran at night. As such, the owner will be looking into having a separate meter installed strictly for their irrigation system since it does not have any discharge into the sanitary system. In late September, the District notified the owner that due to the irrigation water we do not have any reliable readings for true water usage (irrigation vs. internal) and the District will have to wait a few more months for consistent readings to establish a trend and issue any potential credits. In essence, once the District feels that a trend can be established, we can re-evaluate. We will continue to monitor water meter readings for the next few months to ensure we are receiving accurate readings, and in turn, that we are billing appropriately.

Taco Bell Restaurant – Lakemoor Commons Outlot 2A (Lakemoor):

[Project Update] – All sanitary sewer related construction is complete and the District did not require any testing for the service line installation. Taco Bell held its grand opening in late November. The construction record drawings have been received and the District will be closing out the Escrow account relating to this project. This shall mark the last project



update for the Taco Bell Restaurant – Lakemoor Commons Outlot 2A section of the Engineering Report.

In addition to the to the above projects, see below for more updates;

- In the month of January, the District’s Junior Engineer, Jasmin Bait, has enrolled in three online, self-paced courses to create a stronger foundation of the knowledge she will need for her role. She is completing courses on the subjects of wastewater treatment, process control, and project management. She is already grasping a greater understanding of the District’s treatment process and she is appreciative of this opportunity to continue learning.
- Jasmin has also taken on a key role in the regular lab-testing protocol. She used her laboratory background to her advantage and was able to quickly learn the lab procedures from the District’s Lab Technician, Emily Lecuyer, in early January. She now completes the lab testing for one of three days a week that the District performs testing.
- The proposed budget for the upcoming Fiscal Year 2023-2024 is currently underway by the efforts of both Jasmin and the District’s Assistant Clerk, Madalina Roscan. It is expected to be complete and ready for approval by next month’s board meeting.
- Bid Opening dates for the five (5) expiring contracts of the District’s services/commodities have been pushed back to the week of March 6th. The bidding documents are uploaded to the District’s website and have been directly advertised to bidders. Public notices are also in the process of being published in the Northwest Herald. See below for an updated table outlining the services/commodities schedule for FY 2023-2024.

<i>NMWRD Bid Tracking</i>		
<i>Updated</i>		
Commodity or Service	Current Status	Next Action
Generator Service	Exp. April 30, 2023	Bid Opening March 7, 2023 @1:00PM
Diesel Fuel, Delivered	Exp. April 30, 2023	Bid Opening March 7, 2023 @1:15PM
Phosphorous	Exp. April 30, 2023	Bid Opening March 7, 2023 @1:30PM
Chlorination/Dechlorination Chemicals	Exp. April 30, 2023	Bid Opening March 8, 2023 @1:00PM
Polymer for Solids Handling	Exp. April 30, 2023	Renew 2nd Year Option by April 30, 2023
Replacement of eOne Pumps	Exp. April 30, 2023	Renew 2nd Year Option by April 30, 2023
Land Application of Sludge	Exp. April 30, 2023	Renew 2nd Year Option by April 30, 2023
Lawn Maintenance	Exp. April 30, 2023	Bid Opening March 8, 2023 @1:15PM





- This month, the District welcomed the newest Engineering Intern, Gustavo Hernandez. Gustavo spent his first week shadowing various District staff and absorbing information on NMWRD daily activities and responsibilities. He then immersed himself in the details of the Holiday Hills / Le Villa Vaupell Sewer Extension project, where he oversees the remaining construction work on a daily basis. Gustavo is from Venezuela, and he graduated as a civil engineer in Venezuela 2 years ago. Now, he is working with us with the purpose of doing his best to do all his responsibilities successfully, as well as learning more every day in his area and gaining work experience.

Engineering Intern Updates:

[Raul Galvan]

Raul began the month of January continuing his observation and resident engineer duties on the Holiday Hills project. After a week began the process of transferring all his knowledge and tasks to the new intern, Gustavo, who would go on to fully take over the project. Raul then transitioned fully to working on the preventative maintenance manual, which is now 90% complete. He transcribed all the information that could be pulled from the existing O&M manuals into a readable, standardized format, resulting in a 30-page document divided by building, with built-out frequency tables. The remaining work involves a deep review with the District's Operators and the Director of Operations, Joe Lapastora, to identify missing onsite information from equipment and establishing maintenance intervals for tasks that were unspecified in the manuals. Raul also took over the creation of this month's auction list from Jasmin and spent time in the lab learning the daily procedures so that he could cover for a day when either Jasmin or the Lab Technician, Emily Lecuyer, are not in the office. He also very recently began a new project working with the District's GIS data, updating maps with manholes and sanitary sewers from recent expansion projects as well as extending the District's public service map.

LEGAL NOTICE

The NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT announces that two positions will become open for appointment to the Board of Trustees with a term of office from May 1, 2023, through April 30, 2026. Any interested person residing within the corporate boundaries of the Village of Island Lake and the Village of Lakemoor may apply for this position. Applications for the position should be in writing and include name, address, telephone number, a complete resume and letter(s) of reference or recommendation.

Applications will be accepted in person at the NMWRD office, 113 Timber Trail, Island Lake, IL or by mail to PO Box 240, Island Lake, IL 60042 until 2:00 p.m. on Tuesday, February 28, 2023. At that time the District Clerk will forward all applications to the appropriate appointing authorities within the Illinois General Assembly for consideration.

Deborah Martin, District Clerk
Northern Moraine Wastewater Reclamation District
Island Lake, IL



AGENDA ITEM # 10A

Meeting Date: February 14, 2023

Item: Approval of Change Order #4 for the Holiday Hills Project

Staff Recommendation: Motion to Approve Change Order #4 for the Holiday Hills Project for an amount of \$11,100.78

Staff Contact: Mohammed M. Haque, District Manager

Background:

There have been two additional changes that require a fourth change order for the Holiday Hills project. The items are as follows:

- CMR #13 Changes to the secondary power feed to the lift station from a pad mounted transformer to pole mounted, requiring a longer feed. The additional cost is \$10,333.01 and is being deducted from the existing ComEd allowance of \$150,000, leaving \$134,254.24 as a balance after CMR 5 and the current CMR.
- CMR #14 Provide two additional valves on the force main connections to the 8" and 10" forcemain connections on Lily Lake Road. This allowed us to isolate the connection and reduce the needed downtime on the forcemains to accommodate the connection. The net result was a cost of \$11,100.78 for the two additional valves.

The above changes result in a net change order of \$11,100.78. The revised contract is as outlined below:

Original Contract Price	\$7,825,286.94
Change Order #1-3	\$ 113,042.06

Current Contract Price	\$7,938,329.00
Change Order #4	\$ 11,100.78

Revised Contract Price	\$7,949,429.78

The above change order is reasonable and saved us from considerable headaches related to tapping live force mains. It is anticipated that additional credits are forthcoming for the balance of the ComEd allowance and Manhole Lids. No additional change orders are pending at this time.

Recommendation

It is the District Manager's recommendation that the Board Approves Change Order #4 for the Holiday Hills project for an amount of \$11,100.78

Votes Required to Pass

Simple Majority, via Roll Call Vote



CHANGE ORDER NO. 4

Date: February 7, 2023

Date of Agreement: May 11, 2022

Project: Northern Moraine WRD
Holiday Hills / Le Villa Vaupell Sewer

Job Number: NMW082

Owner: Northern Moraine Wastewater Reclamation District 113 Timber Trail Island Lak, IL 60042	Contractor: Trine Construction Corporation 1041 Trine Court St. Charles, IL 60174
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The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #13 to 36.

Justification: See attached Contract Modification Requests (CMR's).

Original Contract Price	\$7,825,286.94
Amount of Previous Change Order(s)	\$113,042.06
Current Contract Price adjusted by Previous Change Order(s)	\$7,938,329.00
Change in Contract Price Due to this Change Order	\$11,100.78
Contract Price Including this Change Order	\$7,949,429.78

Original Contract Time	390	Calendar Days
Previous Changes to Contract Time	0	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	390	Calendar Days
Change to Contract Time Due to this Change Order	0	Calendar Days
Contract Time Including this Change Order	390	Calendar Days

Approvals:

TRINE CONSTRUCTION CORP.



Matt Sturm
Project Manager

TROTTER AND ASSOCIATES, INC.



Dan Gillespie
Construction Engineering
Manager

NORTHERN MORaine
WASTEWATER RECLAMATION
DISTRICT

Mohammed Haque, PE
District Manager

2/7/2023

Trotter and Associates, Inc.
NMW082

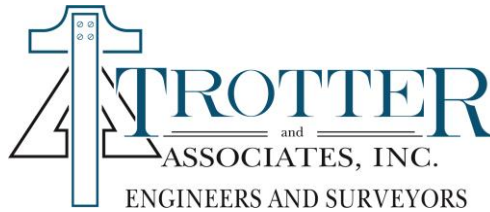


**NMWRD - Holiday Hills / Le Villa Vaupell Sewer
Summary of Change Order #4**

CMR No.	Description	Amount	Days
13	Electrical Service	\$ -	0
14	Gate Valves	\$ 11,100.78	0
			0
TOTAL FOR CHANGE ORDER #1		\$ 11,100.78	0

Original Contract Price	\$ 7,825,286.94
Previous Change Orders	\$113,042.06
Current Contract Price adjust by Previous Change Orders	\$ 7,938,329.00
Contract Price due to this Change Order will be adjusted by	\$ 11,100.78
Contract Price including this Change Order	\$ 7,949,429.78

	Substantial Completion Milestone1	Substantial Completion Milestone1	Final Completion
Original Completion Dates	December 14, 2022	May 13, 2023	June 12, 2023
Previous Contract Time Adjustment	0	0	0
Current Completion Dates adjusted by Previous Change Orders	December 14, 2022	May 13, 2023	June 12, 2023
Contract Time due to this Change Order to be Adjusted by	0	0	0
Completion Dates including this Change Order	December 14, 2022	May 13, 2023	June 12, 2023



40W201 Wasco Road, Suite D – St. Charles, Illinois, 60175
Phone: 630/587-0470 – Fax: 630/587-0475

Contract Modification Request No. 013 **Date:** January 27, 2023

To: Matt Sturm
Project Manager
From: Dan Gillespie
Construction Engineering Manager

Project: Northern Moraine WRD – Holliday Hills / Le Villa Vaupell Sewer
NMW082

Owner: Northern Moraine Wastewater Reclamation District
113 Timber Trail
Island Lake, IL 60042
Contractor: Trine Construction Corporation
1041 Trine Court
St. Charles, IL 60174

It has been requested that a Contract Modification be initiated to the above referenced contract. The following information is provided as backup data:

1. Scope of Work (Provide Attachments if Needed): Provide conduit and wire for secondary power from ComEd pole mounted transformer to the Generator Building as shown in blue on the exhibit for RFI012.

2. Reason for Modification: During construction the Village of Holiday Hills required a change to the electrical service routing for the Lift Station. This changed the transformer from being pad mounted near the northeast corner of the Generator Building to a pole mounted transformer at the street near the southwest corner of the building. This required the secondary feed from the transformer to be longer than the original bid documents.

3. Approximate Cost Change to Contract Price: (\$0)

(\$10,333.01 from ComEd Allowance)

	<u>Revised per CMR 006</u>	<u>Revised per this CMR</u>
ComEd Allowance	\$144,587.25	\$134,254.24

4. Additional Contract Time to Complete Modification: 0 days

5. Attachments:

Contractors Proposal, dated 1/27/2023

RFI-012, dated 12/7/2023

Prepared by: Dan Gillespie
Dan Gillespie
Construction Engineering Manager

Approved by: Mohammed Haque
Mohammed Haque, PE
District Manager

Date: 1/27/23

Date: January 27, 2023

Cc: Northern Moraine Wastewater Reclamation District
File (NMW082-7.21)



1041 Trine Court
St. Charles, IL 60174
www.trineconstruction.com

P: 630.668.4626
F: 630.668.4828

January 27, 2023

Method of Delivery: Via Email

NMWRD
113 Timber Trail
Island Lake, IL 60042

**RE: NORTHERN MORAIN WASTERWATER RECLAMATION DISTRICT
HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION
PCO - RESPONSE TO RFI 013 (rev 2)**

Attn: Mohammed Haque,

We herein submit a proposal in response to RFI 013 for the relocated ComEd Transformer Feed. The cost of the work is as follows:

Revised ComEd Electrical Service Feed	1 LS	\$10,333.01
---------------------------------------	------	-------------

Please review the above and provide an appropriate Change to the Agreement. No action will be taken until such time as formal authorization is received.

If you should have any questions, please do not hesitate to contact me.

Sincerely,
TRINE CONSTRUCTION CORP.

A handwritten signature in blue ink, appearing to read "M Sturm", followed by a long horizontal flourish.

Matthew M. Sturm
Project Manager

Cc: Joe Lapastora – NMWRD
Mike Rendina – Trine
Mike Mashal – Trine
File

NMWRD - Holiday Hills

RFI 013 - ComEd Transformer Feed

Item	Description	LFPD	Rate	Qty	Unit	Direct Cost Total	Total
	Homestead Electrical	Revised ComEd Electrical Trasnformer Feed	\$ 11,298.00	1.0	LS	\$ 11,298.00	\$ 11,298.00
		Transformer Pad	\$ (1,650.00)	1.0	LS	\$ (1,650.00)	\$ (1,650.00)
		Allowable Markup	5%				\$ 482.40
		Bond	2%				\$ 202.61
							\$ 10,333.01



27839 West Concrete Drive, Suite A, Ingleside, Illinois 60041
Phone: 815-363-1222 Fax: 815-363-1226

January 20, 2023

TO: Trine Construction

RE: Holiday Hills Sewer Extension Lift Station RCO #1 New Com Ed Feed

We are pleased to provide you with our proposal for the above referenced project, in accordance with the RFI Response prepared by Trotter dated 11/3/22 for the relocated Com Ed Feed Transformers

SCOPE

INCLUSIONS:

- Credit included for the following:
 - (2) 5" PVC-80 conduits from original pad mount transformer to the pole as indicated
 - (1) 2.5" PVC conduit from the original pad mount transformer to the building as indicated
- Cost adder included for the following:
 - (1) 3" PVC-80 conduits (not concrete encased) from the CT cabinet to the new Com Ed transformer poles as indicated
 - (1) set of (4) 250KCMIL XHHW Cables in one of the conduits as indicated
 - Pole risers as required

EXCLUSIONS:

- Furnishing and install of any division outside of division #26
- Concrete Encasement for conduits from CT to Com Ed Pole
- Excavation for electrical conduits
- Sales tax, permit fees, performance & payment bonds, utility costs and fees
- Dumpsters & disposal of demolished equipment
- Asphalt and concrete cutting, patching & replacement, roof patching
- Equipment pads, Painting, landscape restoration
- Installation of flow meters, valves, pressure switches or any other product that falls into the jurisdiction of a pipe fitter or a plumber, laborer, millwright or any trade outside of an electrician
- Temporary electrical work & temporary electrical required for bypass pumping if applicable
- Premium time, liquidated damages





27839 West Concrete Drive, Suite A, Ingleside, Illinois 60041
 Phone: 815-363-1222 Fax: 815-363-1226

Holiday Hills RCO #1 Service	QTY	UNIT	COST	TOTAL
Original Design Credit Material	-1	LS	\$ 11,520.85	\$ (11,520.85)
Original Design Credit Labor	-51.15	Hrs.	\$ 125.00	\$ (6,393.75)
New Design Material	1	LS	\$ 11,446.51	\$ 11,446.51
New Design Labor	78.00	Hrs.	\$ 125.00	\$ 9,750.00
Concrete Encasement	20	Yds	\$ 200.00	\$ 4,000.00
Rental Concrete Buggy	1	LS	\$ 500.00	\$ 500.00
Concrete Labor	16	Hrs.	\$ 125.00	\$ 2,000.00
				\$ -
RAW				\$ 9,781.91
10% OVERHEAD				\$ 978.19
5% PROFIT				\$ 538.01
TOTAL				\$ 11,298.11

TOTAL: \$ 11,298.00

This proposal is valid for 30 days and based upon a scope review, along with both party's mutually agreeing to the contact terms

Breakdown of material cost on next sheet

Thank you,

Ben Dolan
HEC LLC





27839 West Concrete Drive, Suite A, Ingleside, Illinois 60041
Phone: 815-363-1222 Fax: 815-363-1226

Original Design Material

Item #	Item Name	Quantity	Price 1	U	Ext Price 1
Label Set: Combined, Combined, Combined, Combined, Combined					<u>\$11,520.85</u>
CCode: Feeder Rough					<u>\$10,422.85</u>
4,641	2 1/2 BUSH INSUL GRND	2.00	\$5,169.74	C	\$103.39
6,649	2 1/2 GRC/PVC COATED	10.00	\$2,469.64	C	\$246.96
6,677	2 1/2 GRC/PVC COUP	1.00	\$4,258.76	C	\$42.59
6,704	2 1/2 GRC/PVC 90 ELBOW	1.00	\$9,382.00	C	\$93.82
7,803	2 1/2 PVC 40	25.00	\$460.00	C	\$115.00
7,840	2 1/2 PVC 40 90 ELBOW	1.00	\$641.00	C	\$6.41
8,004	5 PVC 80	514.01	\$1,845.00	C	\$9,483.45
8,018	5 PVC 80 36R 90 ELBOW	6.00	\$38.00	E	\$228.00
8,297	2 1/2 PVC COUPLING	2.00	\$239.63	C	\$4.79
8,301	5 PVC COUPLING	12.00	\$746.00	C	\$89.52
8,319	2 1/2 PVC FEMALE ADPT	2.00	\$445.50	C	\$8.91
100,201	#1 TRANS TO POLE	257.00	\$0.00	X	\$0.00
100,202	#2 TRANS TO BLDG	25.00	\$0.00	X	\$0.00
CCode: Branch Wire					<u>\$0.00</u>
CCode: Feeder Wire					<u>\$1,098.00</u>
51	250 XHHW CU STRANDED	180.00	\$6,100.00	M	\$1,098.00
TOTAL					<u>\$11,520.85</u>



New Design Material

Item #	Item Name	Quantity	Price 1	U	Ext Price 1
Label Set: Combined, Combined, Combined, Combined, Combined					<u>\$11,446.51</u>
CCode: Feeder Rough					<u>\$3,758.54</u>
4,641	2 1/2 BUSH INSUL GRND	2.00	\$5,169.74	C	\$103.39
6,649	2 1/2 GRC/PVC COATED	10.00	\$2,610.00	C	\$261.00
6,677	2 1/2 GRC/PVC COUP	4.00	\$4,258.76	C	\$170.35
6,704	2 1/2 GRC/PVC 90 ELBOW	4.00	\$110.00	E	\$440.00
7,803	2 1/2 PVC 40	280.00	\$821.00	C	\$2,298.80
7,840	2 1/2 PVC 40 90 ELBOW	4.00	\$12.00	E	\$48.00
8,297	2 1/2 PVC COUPLING	8.00	\$239.63	C	\$19.17
8,319	2 1/2 PVC FEMALE ADPT	4.00	\$445.50	C	\$17.82
8,333	2 1/2 PVC EXP COUPLING	2.00	\$200.00	E	\$400.00
100,202	#2 TRANS TO BLDG	265.08	\$0.00	X	\$0.00
100,206	TRANS TO POLE NEW DESIGN	265.08	\$0.00	X	\$0.00
CCode: Feeder Wire					<u>\$7,687.98</u>
51	250 XHHW CU STRANDED	1,260.32	\$6,100.00	M	\$7,687.98
TOTAL					<u>\$11,446.51</u>

Matthew Sturm

From: Ben Dolan <Ben@homesteadelectric.com>
Sent: Friday, January 20, 2023 3:20 PM
To: Matthew Sturm
Subject: RE: 20221215 RFI_013 response.pdf
Attachments: HEC 1593 Holiday Hills RCO #1 New Com Ed Feed Design 1.20.23.pdf

Matt,
See attached for new proposal. See below for comments.

See comments below regarding the costs submitted:

1. Per 26 21 00 contractor is to furnish and install the transformer pad, no credit was provided for this work. **We excluded pads from our proposal to you guys.**
2. Only one conduit is being installed, quantities submitted are representative for two. Please revise quantities accordingly. **I removed the 2nd conduit and the labor, revised attached.**
3. Concrete quantities seem to be double what they should be, not sure why the trench for one conduit would need to be more than 12" wide. Also, two guys for an entire day to place concrete seems excessive. **I assumed a 24" bucket being used and a bank pour. I do not see you putting a 12" bucket on a 160 excavator, or mobilizing in a mini for this task. If you do mobilize a mini or plan to dig with a 12" bucket let me know I can revise. The labor is what it is, I do not know exactly when we will be pouring this and if we will have other tasks on site to do if it goes better.**

Thank you,



Homestead Electrical Contracting, LLC

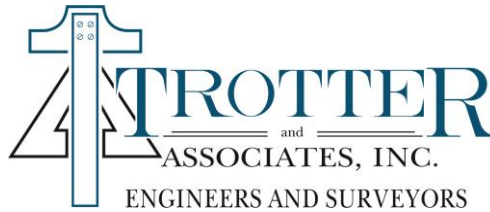
A handwritten signature in black ink, appearing to be 'BD' or similar initials, written over a light blue horizontal line.

Ben Dolan
Infrastructure Division Manager

815-451-8687 : Cell
815-363-1222: Office
815-363-1226 : Fax
ben@homesteadelectric.com : Email

27839 W. Concrete Drive
Ingleside, IL 60041

From: Matthew Sturm <matt@trineconstruction.com>
Sent: Tuesday, January 3, 2023 7:58 AM
To: Ben Dolan <Ben@homesteadelectric.com>
Subject: RE: 20221215 RFI_013 response.pdf
Importance: High



40W201 Wasco Road, Suite D – St. Charles, Illinois, 60175
Phone: 630/587-0470 – Fax: 630/587-0475

Contract Modification Request No. 014 **Date:** February 7, 2023


To: Matt Sturm
Project Manager **From:** Dan Gillespie
Construction Engineering Manager

Project: Northern Moraine WRD – Holliday Hills / Le Villa Vaupell Sewer
NMW082

Owner: Northern Moraine Wastewater Reclamation District
113 Timber Trail
Island Lake, IL 60042 **Contractor:** Trine Construction Corporation
1041 Trine Court
St. Charles, IL 60174

It has been requested that a Contract Modification be initiated to the above referenced contract. The following information is provided as backup data:

1. **Scope of Work (Provide Attachments if Needed):** Provide gate valves and fittings necessary to isolate existing force mains.
2. **Reason for Modification:** District requested additional gate valves be installed on the the existing force mains at the Lilly Lake Road crossing to reduce the number of days both force mains would be out of service.
3. **Approximate Cost Change to Contract Price:** **\$11,100.78**
4. **Additional Contract Time to Complete Modification:** **0 days**
5. **Attachments:**
Contractor proposal Gate Valves, dated January 31, 2023

Prepared by: 
Dan Gillespie
Construction Engineering Manager

Approved by: 
Mohammed Haque, PE
District Manager

Date: 2/7/2023

Date: 2/8/2023

Cc: Northern Moraine Wastewater Reclamation District
File (NMW082-7.21)



1041 Trine Court
St. Charles, IL 60174
www.trineconstruction.com

P: 630.668.4626
F: 630.668.4828

January 31, 2023

Method of Delivery: Via Email

NMWRD
113 Timber Trail
Island Lake, IL 60042

**RE: NORTHERN MORAIN WASTERWATER RECLAMATION DISTRICT
HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION
PCO – LILLY LAKE ROAD CROSSING – GATE VALVES**

Attn: Mohammed Haque,

As previously discussed, below is the costs associated with the Gate Valve Material required for the installation of the Lily Lake Rd. Crossing.

Gate Valve Material	1 LS	\$11,100.78
---------------------	------	-------------

Please review the above and provide an appropriate Change to the Agreement. This work has already ben completed, so please process accordingly.

If you should have any questions, please do not hesitate to contact me.

Sincerely,
TRINE CONSTRUCTION CORP.

A handwritten signature in blue ink, appearing to read "M Sturm", followed by a long horizontal flourish.

Matthew M. Sturm
Project Manager

Cc: Joe Lapastora – NMWRD
Mike Rendina – Trine
Mike Mashal – Trine
File

NMWRD - Holiday Hills

Lilly Lake Rd. Crossing Gate Valves

Item	Description	LFPD	Rate	Qty	Unit	Direct Cost Total	Total
	Lilly Lake Rd. Gate Valve Installation	8" Valve & Accessories (Material Only)	\$ 2,853.72	1.0	LS	\$ 2,853.72	\$ 2,853.72
		10" Valve & Accessories (Material Only)	\$ 6,799.13	1.0	LS	\$ 6,799.13	\$ 6,799.13
		Allowable Markup	15%				\$ 1,447.93
		Bond					\$ -
							\$ 11,100.78

**MID-AMERICAN WATER OF WAUCONDA**1125 N. Old Rand Road
WAUCONDA, IL 60084Voice: 847 487-7766
Fax: 847 487-9876**INVOICE**Invoice Number: 256460W
Invoice Date: Jan 13, 2023
Page: 1**Bill To:**Trine Construction
1041 Porter Ct.
St. Charles, IL 60174**Ship to:**Lily Lake & River
Tony (630) 417-3001
Holiday Hills, IL

Customer ID	Customer PO	Payment Terms	
tri0002	Holiday Hills	Net 30 Days SB	
Sales Rep ID	Shipping Method	Ship Date	Due Date
12	MAW TRUCK	1/13/23	2/12/23

Quantity	Item	Description	Unit Price	Amount
1.00	mjf-tmj8x8	8" x 8" MJ Tee c-153	788.26	788.26
1.00	vlv-mjrw8	8" MJ RW Valve	2,030.00	2,030.00
5.00	mjf-megapvc8kit	8" PVC Megalug Pack W/ SS Bolts		
3.00	mjf-transgasketsmj8	8" MJ Transition Gasket - SBR IPS	11.82	35.46

FREIGHT
CHARGE 0.00

Subtotal	2,853.72
Sales Tax	
Total Invoice Amount	2,853.72
Payment/Credit Applied	
TOTAL	2,853.72

Check/Credit Memo No:

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US VIA FAX OR MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JC



MID-AMERICAN WATER OF WAUCONDA

1125 N. Old Rand Road
WAUCONDA, IL 60084

INVOICE

Invoice Number: 256531W-1
Invoice Date: Jan 18, 2023
Page: 1

Voice: 847 487-7766
Fax: 847 487-9876

Bill To:
Trine Construction 1041 Porter Ct. St. Charles, IL 60174

Ship to:
Trine Construction Sunset Holiday Hills, IL

Customer ID	Customer PO	Payment Terms	
tri0002	Holiday Hills	Net 30 Days BM	
Sales Rep ID	Shipping Method	Ship Date	Due Date
12	MAW TRUCK	1/18/23	2/17/23

Quantity	Item	Description	Unit Price	Amount
1.00	mjf-tmj12x10	12" x 10" MJ Tee c-153	1,888.00	1,888.00
1.00	mjf-lssmj12	12" MJ Long Solid Sleeve c-153	835.18	835.18
1.00	vlv-mjrw10	10" MJ RW Valve	3,161.00	3,161.00
1.00	scc-fc2021212cc4	Ford FC202 10" x 1" CC Epoxy Service Saddle	246.95	246.95
1.00	BR-F6004-NL	Ford 1"cc x Flare Corporation (F600-4-NL)	78.00	78.00
1.00	BR-B22444M-NL	1" Flare Curb Stop *NL		
3.00	mjf-megapvc10	10in PVC Megalug kit s.s.		
2.00	mjf-megapvc12	12" PVC Megalug kit s.s.		
2.00	mjf-megapvc12	12" PVC Megalug kit IPS Gaskets s.s.		
1.00		FS1-1320-15 12.60-13.20	590.00	590.00

FREIGHT CHARGE	0.00	Subtotal	6,799.13
		Sales Tax	
		Total Invoice Amount	6,799.13
		Payment/Credit Applied	
		TOTAL	6,799.13

Check/Credit Memo No:

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US VIA FAX OR MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JC



AGENDA ITEM #10B

<u>Meeting Date:</u>	February 14, 2023
<u>Item:</u>	Payment Request #9 – Holiday Hills /La Villa Vaupell Sewer Extension Project – Phase 1
<u>Staff Recommendation:</u>	Motion to approve Pay Request #9 to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer Extension – Phase 1 Project in the amount of \$931,257.56.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Pay application #9 primarily covers culvert removal and replacement as well as the balance of the force main installation, including connection to our existing 8" and 10" forcemains on River Road. Retention has been reduced from 10% to 5% in light of the progress for the project to date. Retainage in the amount of \$309,367.23 remains withheld from the payment requests. Stored materials have been fully accounted for with this pay application as well. The payable amount, less retention, and past payments, is \$931,257.56. The payment has been reviewed and approved by Trotter and Associates.

The project is nearing completion with sewers left to be installed on Hickory Drive and the balance of work at the lift station site. In addition, restoration remains in several parts of the project and is expected to be completed as soon as weather permits and asphalt plants open back up.

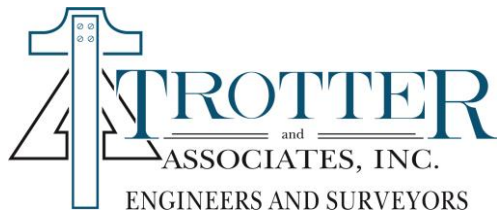
Recommendation:

It is the recommendation of the District Manager to Approve Payment Request #9 for the Holiday Hills /Le Villa Vaupell Sewer Extension – Phase 1 Project in the amount of \$931,257.56 subject to receipt of all waivers, certified payrolls and formal approval by Trotter & Associates.

Votes Required to Pass:

Simple Majority, via a roll call vote





Transmittal Sheet

To:	Mohammed Haque	From:	Dan Gillespie
	Northern Moraine Wastewater		Trotter and Associates, Inc.
	Reclamation District		
	113 Timber Trail		40W201 Wasco Road, Suite D
	Island Lake, Illinois 60042		St. Charles, Illinois 60175
			(630) 587-0470

Date: February 9, 2023 **Project:** NMW082 – Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1

Enclosed please find the following documents/information:

1	Recommendation of Payment
1	Pay Request
1	Certified Payroll
1	Pay app waivers

The above documents/information are submitted:

<input type="checkbox"/> As requested	<input type="checkbox"/> For your signature
<input checked="" type="checkbox"/> For your approval	<input type="checkbox"/> For your information and files

Comments:

Mohammed,

Please find a copy of Recommendation of Payment #9, Pay Request #9, Certified Payroll, and the Waivers for pay app #8 for the **Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1 Project**.

Please contact me if you have any questions.

Thank you,
Dan Gillespie

RECOMMENDATION OF PAYMENT NO. 9
ENGINEER'S PROJECT NO: NMW-082

NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: TRINE CONSTRUCTION CORP.
CONTRACT FOR: HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION –
PHASE 1

APPLICATION DATE: January 31, 2023
PERIOD ENDING: January 31, 2023

APPLICATION AMOUNT: \$931,257.56

TO: Northern Moraine Wastewater Reclamation District
OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above.

Based on the following this Application meets the requirements of the Contract Documents: The Districts onsite review of the quality and progression of the work, verification of pay item quantities with the Contractor, and approval of extra work. TAI has confirmed submittals have been received for work included on this application, IEPA loan requirements are being met, certified payroll has been provided and waivers are acceptable.

We recommend that CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the work covered by all prior Applications for Payments be obtained.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

TROTTER & ASSOCIATES, INC.
ENGINEER

DATED: February 10, 2023

BY:



Daniel Gillespie
Construction Engineering Manager

STATEMENT OF WORK

Original Contract Price	\$7,825,286.94
Net Change Orders	\$124,142.84
Current Contract Price	\$7,949,429.78
Work to Date	\$6,187,344.66
Work to be Done	\$1,762,085.12
Amount Retained (5%)	\$309,367.24
Subtotal	\$5,877,977.42
Stored Materials Payment This Period	\$0.00
Subtotal Including Stored Materials This Period	\$5,877,977.42
Previous Payments	\$4,946,719.86
Amount Due This Payment	\$931,257.56

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT
113 TIMBER TRAIL
PO BOX 240
ISLAND LAKE, IL 60042

PROJECT: HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

APPLICATION NO: 9

Distribution to:

☒ OWNER☐ ARCHITECT☐ CONTRACTOR

FROM: TRINE CONSTRUCTION CORP.
101 TRINE CT.
ST. CHARLES, IL 60174

VIA ARCHITECT: TROTTER AND ASSOCIATES
40W201 WASCO RD
ST CHARLES, IL. 60174

PERIOD TO: January 31, 2023

PROJECT NO: NMW-082

CONTRACT FOR: Site Utilities

CONTRACT DATE 5/11/22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Trine Construction Corp.

By: Carol Gregorich
CAROL GREGORICH, ASSISTANT SECRETARY

Date: 31-Jan-23

State of: Illinois

County of: Kane

Subscribed and sworn to before me this 9th day of February, 2023
Notary Public: Michelle Lo Coco
My Commission expires: September 24, 2024



MICHELLE LO COCO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2024

1. ORIGINAL CONTRACT SUM	\$7,825,286.94
2. Net change by Change Order	\$124,142.84
3. CONTRACT SUM TO DATE (.....)	\$7,949,429.78
4. SUB-TOTAL-TOTAL BID	\$4,845,759.51
SUB-TOTAL - ALTERNATE A	\$462,073.10
SUB-TOTAL - ALTERNATE B	\$321,380.95
SUB-TOTAL - ALTERNATE C	\$267,465.90
SUB-TOTAL - ALTERNATE D	\$290,665.20
TOTAL COMPLETED & STORED TO DATE	\$6,187,344.66
(Less Stored Materials)	
STORED MATERIALS	\$0.00
TOTAL COMPLETED & STORED TO DATE	\$6,187,344.66
5. RETAINAGE:	
a. 5 % of Completed Work.	\$309,367.23
b. 0 % of Stored Material.	\$0.00
Total Retainage (Lines 5a + 5b or	\$309,367.23
6. TOTAL EARNED LESS RETA.	\$5,877,977.43
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from pr	\$4,946,719.86
8. CURRENT PAYMENT DUE	\$931,257.56
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$2,071,452.35
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$175,716.66	\$62,674.60
Total approved this Month	11,100.78	\$0.00
TOTALS	186,817.44	\$62,674.60
NET CHANGES by Change Order	\$124,142.84	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

NORTHERN MORRAINE
RECLAMATION DISTRICT
113 TIMBER TRAIL
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

APPLICATION DATE: January 3, 2023

PERIOD TO: 1/31/23

PROJECT NO: NMW-082

ITEM	B	C	D	E	F	G	H	I	J	K	L						
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMPLETE PREVIOUS ESTIMATE	QUANTITY	TOTAL	COMPLETED THIS ESTIMATE	QUANTITY	TOTAL	STORED MATERIALS	QUANTITY	TOTAL	COMPLETED TO DATE	QUANTITY	TOTAL
1	AGGREGATE SHOULDER, TYPE B	627.00	SY	\$ 20.35	\$ 12,759.45	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
2	AIR RELEASE VALVE & VAULT, 4' DIAMETER	1.00	EA	\$ 14,750.00	\$ 14,750.00	1	\$ -	14,750.00	\$ -	\$ -	\$ -	\$ -	1	\$14,750.00			
3	BRICK SIDEWALK REMOVAL AND REPLACEMENT	87.00	SF	\$ 25.70	\$ 2,235.90	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
4	CHAIN LINK FENCE, 7'	350.00	LF	\$ 212.00	\$ 74,200.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
5	CHAIN LINK DOUBLE SWING GATE	1.00	LS	\$ 4,980.00	\$ 4,980.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
6	CLEAR AND GRUBBING	1144.00	SY	\$ 15.40	\$ 17,617.60	1,109	\$ -	17,078.60	\$ -	\$ -	\$ -	\$ -	1,109	\$17,078.60			
7	CASING PIPE JACK AND BORE, 16"	32.00	LF	\$ 1,418.00	\$ 45,376.00	0	\$ -	\$ -	32	\$ 45,376.00	\$ -	\$ -	32	\$45,376.00			
8	CASING PIPE JACK AND BORE, 20"	121.00	LF	\$ 1,018.00	\$ 123,178.00	60	\$ -	61,080.00	61	\$ 62,098.00	\$ -	\$ -	121	\$123,178.00			
9	COMED ALLOWANCE	1.00	LS	\$ 150,000.00	\$ 150,000.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
10	CONNECTION TO EXISTING FORCE MAIN	2.00	EA	\$ 6,185.00	\$ 12,370.00	0	\$ -	\$ -	1	\$ 6,185.00	\$ -	\$ -	1	\$6,185.00			
11	CULVERT FES REMOVAL AND REPLACEMENT, 12" CMP	2.00	EA	\$ 694.20	\$ 1,388.40	2	\$ -	1,388.40	\$ -	\$ -	\$ -	\$ -	2	\$1,388.40			
12	CULVERT FES REMOVAL AND REPLACEMENT, 15" CMP	14.00	EA	\$ 727.60	\$ 10,186.40	14	\$ -	10,186.40	\$ -	\$ -	\$ -	\$ -	14	\$10,186.40			
13	CULVERT REMOVAL AND REPLACEMENT, 10" CMP	30.00	LF	\$ 125.45	\$ 3,763.50	30	\$ -	3,763.50	\$ -	\$ -	\$ -	\$ -	30	\$3,763.50			
14	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	721.00	LF	\$ 83.05	\$ 59,879.05	343	\$ -	28,486.15	378	\$ 31,392.90	\$ -	\$ -	721	\$59,879.05			
15	CULVERT REMOVAL AND REPLACEMENT, 15" CMP	343.00	LF	\$ 93.35	\$ 32,019.05	263	\$ -	24,551.05	80	\$ 7,468.00	\$ -	\$ -	343	\$32,019.05			
16	DEWATERING	1.00	LS	\$ 727,805.00	\$ 727,805.00	1	\$ -	727,805.00	\$ -	\$ -	\$ -	\$ -	1	\$727,805.00			
17	DOUBLE SWING TUBE GATE (INCLUDES BUILDING STRUCTURE, NATURAL GAS GENERATOR, ELECTRICAL, CONTROL EQUIPMENT, CONCRETE STOOP, ETC.)	1.00	LS	\$ 3,540.00	\$ 3,540.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
18	GENERATOR BLDG. DOOR CREDIT	1.00	LS	\$ 868,030.00	\$ 868,030.00	0	\$ -	294,262.17	0.02	\$ 17,360.60	\$ -	\$ -	0	\$311,622.77			
18A	GENERATOR BLDG. DOOR CREDIT	1.00	LS	\$ (17,000.00)	\$ (17,000.00)	1	\$ -	(17,000.00)	\$ -	\$ -	\$ -	\$ -	1	(\$17,000.00)			
18B	GENERATOR BLDG. RE-ROOF	1.00	LS	\$ 5,183.01	\$ 5,183.01	0	\$ -	\$ -	1	\$ 5,183.01	\$ -	\$ -	1	\$5,183.01			
19	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	183.00	SY	\$ 19.30	\$ 3,531.90	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
20	HMA DRIVEWAY REMOVAL AND REPLACEMENT	1085.00	SY	\$ 79.65	\$ 86,420.25	921	\$ -	73,357.65	\$ -	\$ -	\$ -	\$ -	921	\$73,357.65			
21	HMA PATCHING, CLASS D, 9"	3757.00	SY	\$ 77.10	\$ 289,664.70	708	\$ -	54,586.80	\$ -	\$ -	\$ -	\$ -	708	\$54,586.80			
21A	CMR-008 REDUCTION OF PAVEMENT THICKNESS	1.00	LS	\$ (65,000.00)	\$ (65,000.00)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
22	HMA PAVEMENT	658.00	SY	\$ 89.95	\$ 59,187.10	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
23	INLET FILTERS	1.00	EA	\$ 106.30	\$ 106.30	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
24	LANDSCAPE TIMBER WALL REMOVAL AND REPLACEMENT LIFT STATION, COMPLETE (INCLUDES WET WELL, VALVE & METER VAULT, PUMPS, PIPING, CONCRETE PAD, ETC.)	1.00	LS	\$ 2,698.50	\$ 2,698.50	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
25	LIGHT POLE REMOVAL AND RESET	2.00	EA	\$ 2,827.00	\$ 5,654.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
26	MERRIMAC STONE BED	64.00	LS	\$ 38.55	\$ 2,467.20	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
28	MOBILIZATION	1.00	LS	\$ 443,828.40	\$ 443,828.40	1.00	\$ -	443,828.40	\$ -	\$ -	\$ -	\$ -	1.00	\$443,828.40			
29	NICOR GAS SERVICE ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
30	PAVEMENT REMOVAL	3917.00	SY	\$ 12.85	\$ 50,333.45	0	\$ -	\$ -	3,917	\$ 50,333.45	\$ -	\$ -	3,917	\$50,333.45			
31	PCC DRIVEWAY REMOVAL AND REPLACEMENT	96.00	SY	\$ 142.65	\$ 13,694.40	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
32	PCC SIDEWALK REMOVAL AND REPLACEMENT	35.00	SF	\$ 53.95	\$ 1,888.25	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
33	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	10.00	LF	\$ 179.90	\$ 1,799.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
34	PERENNIAL PLANTS, ALLIUM 'SUMMER BEAUTY' (SUMMER BEAUTY ONION), 1-GALLON	9.00	EA	\$ 23.15	\$ 208.35	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
35	PERENNIAL PLANTS, CALAMAGROST IS X ACUTIFLORA 'KARL FORESTER' (FEATHER REED GRASS), 3-GALLON	9.00	EA	\$ 23.15	\$ 208.35	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
36	PERENNIAL PLANTS, SPOROBOLUS HETEROLEPIS (PRAIRIE DROPSSEED), 1-GALLON	13.00	EA	\$ 23.15	\$ 300.95	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
37	PLUG VALVE AND VALVE BOX, 8"	1.00	EA	\$ 7,225.00	\$ 7,225.00	0	\$ -	\$ -	1	\$ 7,225.00	\$ -	\$ -	1	\$7,225.00			
38	PLUG VALVE AND VALVE BOX, 10"	1.00	EA	\$ 9,350.00	\$ 9,350.00	0	\$ -	\$ -	1	\$ 9,350.00	\$ -	\$ -	1	\$9,350.00			
38A	CMR-014 GATE VALVES	1.00	LS	\$ 11,100.78	\$ 11,100.78	0	\$ -	\$ -	1	\$ 11,100.78	\$ -	\$ -	1	\$11,100.78			
39	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	100.00	CY	\$ 33.10	\$ 3,310.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
40	RIP RAP REMOVAL AND REPLACEMENT	39.00	SY	\$ 112.95	\$ 4,405.05	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00			
41	SANITARY DROP MANHOLE, 4' DIAMETER	5.00	EA	\$ 15,715.00	\$ 78,575.00	5	\$ -	78,575.00	\$ -	\$ -	\$ -	\$ -	5	\$78,575.00			
42	SANITARY FORCE MAIN, 1 1/4" HDPE SDR-11	3.00	LF	\$ 70.00	\$ 210.00	0	\$ -	\$ -	3	\$ 210.00	\$ -	\$ -	3	\$210.00			
43	SANITARY FORCE MAIN, 8" PVC 900	50.00	LF	\$ 174.30	\$ 8,715.00	0	\$ -	\$ -	50	\$ 8,715.00	\$ -	\$ -	50	\$8,715.00			

CONTINUATION SHEET

NORTHERN MORRAINE
RECLAMATION DISTRICT
113 TIMBER TRAIL
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

AIA DOCUMENT G703

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APPLICATION DATE: January 3, 2023
PERIOD TO: 1/31/23
PROJECT NO: NMW-082

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	C		D		E		F		G		H		I		J		K		L	
				UNIT PRICE		TOTAL		COMPLETE PREVIOUS ESTIMATE		COMPLETE PREVIOUS ESTIMATE		COMPLETED THIS ESTIMATE		COMPLETED THIS ESTIMATE		STORED MATERIALS		STORED MATERIALS		COMPLETED TO DATE		COMPLETED TO DATE	
								QUANTITY		TOTAL		QUANTITY		TOTAL		QUANTITY		TOTAL		QUANTITY		TOTAL	
44	SANITARY FORCE MAIN, 10" PVC 900	2908.00	LF	\$ 112.60		\$ 327,440.80		1,952		\$ 219,795.20		956		\$ 107,645.60				\$ -		2,908		\$ 327,440.80	
44A	DIRECTIONAL DRILL 10" FORCE MAIN	891.00	LF	\$ 169.90		\$ 151,380.90		891		\$ 151,380.90				\$ -				\$ -		891		\$ 151,380.90	
45	SANITARY MANHOLE, 4'-DIAMETER	22.00	EA	\$ 9,000.00		\$ 198,000.00		21		\$ 189,000.00		1		\$ 9,000.00				\$ -		22		\$ 198,000.00	
46	SANITARY SERVICE, 6" PVC SDR-26	1634.00	LF	\$ 148.55		\$ 242,730.70		1,016		\$ 150,926.80		100		\$ 14,855.00				\$ -		1,116		\$ 165,781.80	
47	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 219.95		\$ -		0		\$ -				\$ -				\$ -		0		\$ 0.00	
47A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	46.00	EA	\$ 1,219.95		\$ 56,117.70		37		\$ 45,138.15		9		\$ 10,979.55				\$ -		46		\$ 56,117.70	
48	SANITARY SEWER TEE-WYES 10" X 6"	0.00	EA	\$ 1,373.80		\$ -		0		\$ -				\$ -				\$ -		0		\$ 0.00	
48A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	19.00	EA	\$ 1,373.80		\$ 26,102.20		17		\$ 21,980.80		2		\$ 2,747.60				\$ -		19		\$ 24,728.40	
49	SANITARY SEWER, 8" PVC C900	436.00	LF	\$ 132.30		\$ 57,682.80		0		\$ -		436		\$ 57,682.80				\$ -		436		\$ 57,682.80	
50	SANITARY SEWER, 8" PVC SDR-26	2366.00	LF	\$ 119.45		\$ 282,618.70		2,366		\$ 282,618.70				\$ -				\$ -		2,366		\$ 282,618.70	
51	SANITARY SEWER, 10" PVC C900	0.00	LF	\$ 256.95		\$ -		0		\$ -				\$ -				\$ -		0		\$ 0.00	
52	SANITARY SEWER, 10" PVC SDR 26	3273.00	LF	\$ 141.50		\$ 463,129.50		3,250		\$ 459,875.00		23		\$ 3,254.50				\$ -		3,273		\$ 463,129.50	
53	SANITARY SEWER, 12" PVC SDR 26	139.00	LF	\$ 207.15		\$ 28,793.85		139		\$ 28,793.85				\$ -				\$ -		139		\$ 28,793.85	
54	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	35.00	EA	\$ 1,277.90		\$ 44,726.50		34		\$ 43,448.60				\$ -				\$ -		34		\$ 43,448.60	
54A	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	3.00	EA	\$ 1,219.95		\$ 3,659.85		3		\$ 3,659.85				\$ -				\$ -		3		\$ 3,659.85	
55	SHRUB, DIERVILLA LONICERA (DWARF BUSH HONEY SUCKLE), 5-GALLON	6.00	EA	\$ 77.10		\$ 462.60		0		\$ -				\$ -				\$ -		0		\$ 0.00	
56	SHRUB, FOTHERGILLA GARDENTII (DWARF FOTHERGILLA), 3-GALLON	6.00	EA	\$ 77.10		\$ 462.60		0		\$ -				\$ -				\$ -		0		\$ 0.00	
57	SHRUB, HYDRANGEA ARBORESCENS 'INCREDIBALL' (INCREDIBALL HYDRANGEA), 5-GALLON	4.00	EA	\$ 77.10		\$ 308.40		0		\$ -				\$ -				\$ -		0		\$ 0.00	
58	SILT FENCE	7546.00	LF	\$ 3.20		\$ 24,147.20		5,204		\$ 16,652.80				\$ -				\$ -		5,204		\$ 16,652.80	
59	STORM CATCH BASIN REMOVAL AND REPLACEMENT	1.00	EA	\$ 5,050.00		\$ 5,050.00		1		\$ 5,050.00				\$ -				\$ -		1		\$ 5,050.00	
60	STORM FES, 15" RCP	2.00	EA	\$ 1,142.00		\$ 2,284.00		0		\$ -				\$ -				\$ -		0		\$ 0.00	
61	STORM FES, 15" RCP REMOVAL AND REPLACEMENT	2.00	EA	\$ 1,231.85		\$ 2,463.70		0		\$ -				\$ -				\$ -		0		\$ 0.00	
62	STORM SEWER, CLASS A, TYPE 1, 15" RCP	60.00	LF	\$ 78.35		\$ 4,701.00		0		\$ -				\$ -				\$ -		0		\$ 0.00	
63	STORM SEWER, CLASS A, TYPE 1, 15" RCP REMOVAL AND REPLACEMENT	43.00	LF	\$ 87.35		\$ 3,756.05		0		\$ -				\$ -				\$ -		0		\$ 0.00	
64	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	260.00	LF	\$ 12.85		\$ 3,341.00		0		\$ -				\$ -				\$ -		0		\$ 0.00	
65	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	39.00	LF	\$ 33.40		\$ 1,302.60		0		\$ -				\$ -				\$ -		0		\$ 0.00	
66	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	1.00	LS	\$ 5,135.00		\$ 5,135.00		0		\$ -				\$ -				\$ -		0		\$ 0.00	
67	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	13464.00	SY	\$ 9.00		\$ 121,176.00		7,605		\$ 68,445.00				\$ -				\$ -		7,605		\$ 68,445.00	
68	TOPSOIL, SEEDING CLASS 4, EROSION CONTROL & BLANKET	1423.00	SY	\$ 10.60		\$ 15,083.80		0		\$ -				\$ -				\$ -		0		\$ 0.00	
69	TRACER WIRE ACCESS BOX	9.00	EA	\$ 565.70		\$ 5,091.30		0		\$ -				\$ -				\$ -		0		\$ 0.00	
70	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 19,756.90		\$ 19,756.90		0		\$ -				\$ -				\$ -		0		\$ 0.00	
71	TREE PROTECTION	21.00	EA	\$ 244.14		\$ 5,126.94		0		\$ -				\$ -				\$ -		0		\$ 0.00	
72	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	827.00	UN	\$ 29.55		\$ 24,437.85		827		\$ 24,437.85				\$ -				\$ -		827		\$ 24,437.85	
73	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1072.00	UN	\$ 37.25		\$ 39,932.00		850		\$ 31,662.50				\$ -				\$ -		850		\$ 31,662.50	
74	TREE, 3" CALIPER, BALLED AND BURLAPPED	20.00	EA	\$ 790.30		\$ 15,806.00		0		\$ -				\$ -				\$ -		0		\$ 0.00	
75	TRENCH BACKFILL	5516.00	CY	\$ 41.10		\$ 226,707.60		4,036		\$ 165,879.60		1,420		\$ 58,362.00				\$ -		5,456		\$ 224,241.60	
76	WIRE FENCE REMOVE AND REPLACE	34.00	LF	\$ 38.55		\$ 1,310.70		0		\$ -				\$ -				\$ -		0		\$ 0.00	
77	SANITARY SEWER TV INSPECTION FOR 8" & 10"	9450.00	LF	\$ 3.45		\$ 32,602.50		0		\$ -				\$ -				\$ -		0		\$ 0.00	
PIPE MATERIAL - STORED MATERIALS								0		\$ 70,247.10				\$ (70,247.10)		0		\$ -		0		\$ 0.00	
TOTAL BID PRICE						\$ 6,294,972.53				\$ 4,291,231.82				\$ 554,527.69				\$ -				\$ 4,845,759.51	

ALTERNATE A

1	CLEAR AND GRUBBING	551.00	SY	\$ 15.40		\$ 8,485.40		551		\$ 8,485.40				\$ -				\$ -		551		\$ 8,485.40	
2	CULVERT REMOVAL AND REPLACEMENT, 10" CMP	13.00	LF	\$ 124.20		\$ 1,614.60		13		\$ 1,614.60				\$ -				\$ -		13		\$ 1,614.60	
3	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	24.00	LF	\$ 81.80		\$ 1,963.20		24		\$ 1,963.20				\$ -				\$ -		24		\$ 1,963.20	

CONTINUATION SHEET

NORTHERN MORRAINE
RECLAMATION DISTRICT
113 TIMBER TRAIL
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HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

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APPLICATION DATE: January 3, 2023
PERIOD TO: 1/31/23
PROJECT NO: NMW-082

ITEM	B			C	D	E	F	G	H	I	J	K	L
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMPLETE PREVIOUS ESTIMATE	TOTAL	COMPLETED THIS ESTIMATE	TOTAL	STORED MATERIALS	TOTAL	COMPLETED TO DATE	TOTAL
4	DEWATERING	1.00	LS	\$ 97,800.00	\$ 97,800.00	1	\$ 97,800.00	\$ -	-	\$ -	-	1	\$97,800.00
5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	216.00	SY	\$ 82.25	\$ 17,766.00	216	\$ 17,766.00	\$ -	-	\$ -	-	216	\$17,766.00
6	HMA PATCHING, CLASS D, 9"	210.00	SY	\$ 138.80	\$ 29,148.00	210	\$ 29,148.00	\$ -	-	\$ -	-	210	\$29,148.00
7	PAVEMENT REMOVAL	210.00	SY	\$ 12.85	\$ 2,698.50	210	\$ 2,698.50	\$ -	-	\$ -	-	210	\$2,698.50
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.05	\$ 1,652.50	50	\$ 1,652.50	\$ -	-	\$ -	-	50	\$1,652.50
9	SANITARY MANHOLE, 4' DIAMETER	5.00	EA	\$ 11,684.00	\$ 58,420.00	5	\$ 58,420.00	\$ -	-	\$ -	-	5	\$58,420.00
10	SANITARY SERVICE, 6" PVC SDR-26	411.00	LF	\$ 147.25	\$ 60,519.75	411	\$ 60,519.75	\$ -	-	\$ -	-	411	\$60,519.75
11	SANITARY SEWER TEE-WYES 10" X 6"	3.00	EA	\$ 444.80	\$ 1,334.40	3	\$ 1,334.40	\$ -	-	\$ -	-	3	\$1,334.40
11A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	7.00	EA	\$ 1,219.95	\$ 8,539.65	7	\$ 8,539.65	\$ -	-	\$ -	-	7	\$8,539.65
12	SANITARY SEWER, 8" PVC SDR-26	394.00	LF	\$ 98.30	\$ 38,730.20	394	\$ 38,730.20	\$ -	-	\$ -	-	394	\$38,730.20
13	SANITARY SEWER, 10" PVC SDR 26	642.00	LF	\$ 108.55	\$ 69,689.10	642	\$ 69,689.10	\$ -	-	\$ -	-	642	\$69,689.10
14	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	7.00	EA	\$ 1,273.25	\$ 8,912.75	7	\$ 8,912.75	\$ -	-	\$ -	-	7	\$8,912.75
14A	SANITARY SEWER TEE-WYES 8" X 6" W/ RISER & CAP (OPEN LOT)	1.00	EA	\$ 1,219.95	\$ 1,219.95	1	\$ 1,219.95	\$ -	-	\$ -	-	1	\$1,219.95
15	SILT FENCE	820.00	LF	\$ 3.85	\$ 3,157.00	820	\$ 3,157.00	\$ -	-	\$ -	-	820	\$3,157.00
16	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	2310.00	SY	\$ 9.00	\$ 20,790.00	2,310	\$ 20,790.00	\$ -	-	\$ -	-	2,310	\$20,790.00
17	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1	\$ 999.00	\$ -	-	\$ -	-	1	\$999.00
18	TREE PROTECTION	13.00	EA	\$ 244.15	\$ 3,173.95	0	\$ -	\$ -	-	\$ -	-	0	\$0.00
19	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	234.00	UN	\$ 29.55	\$ 6,914.70	234	\$ 6,914.70	\$ -	-	\$ -	-	234	\$6,914.70
20	TREE REMOVAL (OVER 15 UNITS DIAMETER)	254.00	UN	\$ 37.25	\$ 9,461.50	254	\$ 9,461.50	\$ -	-	\$ -	-	254	\$9,461.50
21	TREE, 3" CALIPER, BALLED AND BURLAPPED	1.00	EA	\$ 790.00	\$ 790.00	1	\$ 790.00	\$ -	-	\$ -	-	1	\$790.00
22	TRENCH BACKFILL	279.00	CY	\$ 41.10	\$ 11,466.90	279	\$ 11,466.90	\$ -	-	\$ -	-	279	\$11,466.90
TOTAL PRICE BID FOR ALTERNATE A					\$ 465,247.05		\$ 462,073.10	\$ -	-	\$ -	-		\$ 462,073.10

ALTERNATE B

1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	175.00	LF	\$ 81.80	\$ 14,315.00	175	\$ 14,315.00	\$ -	\$ -	\$ -	\$ -	175	\$14,315.00				
2	CULVERT REMOVAL AND REPLACEMENT, 15" CMP	20.00	LF	\$ 92.05	\$ 1,841.00	20	\$ 1,841.00	\$ -	\$ -	\$ -	\$ -	20	\$1,841.00				
3	DEWATERING	1.00	LS	\$ 73,165.00	\$ 73,165.00	1	\$ 73,165.00	\$ -	\$ -	\$ -	\$ -	1	\$73,165.00				
4	HMA DRIVEWAY REMOVAL AND REPLACEMENT	293.00	SY	\$ 128.50	\$ 37,650.50	293	\$ 37,650.50	\$ -	\$ -	\$ -	\$ -	293	\$37,650.50				
5	HMA PATCHING, CLASS D, 9"	161.00	SY	\$ 129.80	\$ 20,897.80	161	\$ 20,897.80	\$ -	\$ -	\$ -	\$ -	161	\$20,897.80				
6	LANDSCAPE BLOCK WALL REMOVE AND RESET	1.00	LS	\$ 2,925.00	\$ 2,925.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
7	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	1.00	LS	\$ 3,535.00	\$ 3,535.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
8	LANDSCAPE TIMBER WALL REMOVAL AND REPLACEMENT	1.00	LS	\$ 2,762.75	\$ 2,762.75	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
9	PAVEMENT REMOVAL	161.00	SY	\$ 12.85	\$ 2,068.85	161	\$ 2,068.85	\$ -	\$ -	\$ -	\$ -	161	\$2,068.85				
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.10	\$ 1,655.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
11	SANITARY MANHOLE, 4' DIAMETER	2.00	EA	\$ 11,677.50	\$ 23,355.00	2	\$ 23,355.00	\$ -	\$ -	\$ -	\$ -	2	\$23,355.00				
12	SANITARY SERVICE, 6" PVC SDR-26	405.00	LF	\$ 147.20	\$ 59,616.00	405	\$ 59,616.00	\$ -	\$ -	\$ -	\$ -	405	\$59,616.00				
13	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 218.65	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
13A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	13.00	EA	\$ 1,219.95	\$ 15,859.35	6	\$ 7,319.70	\$ -	\$ -	\$ -	\$ -	6	\$7,319.70				
14	SANITARY SEWER, 8" PVC SDR-26	522.00	LF	\$ 97.00	\$ 50,634.00	522	\$ 50,634.00	\$ -	\$ -	\$ -	\$ -	522	\$50,634.00				
15	SILT FENCE	793.00	LF	\$ 4.20	\$ 3,330.60	422	\$ 1,772.40	\$ -	\$ -	\$ -	\$ -	422	\$1,772.40				
16	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	1103.00	SY	\$ 9.00	\$ 9,927.00	1,103	\$ 9,927.00	\$ -	\$ -	\$ -	\$ -	1,103	\$9,927.00				
17	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1	\$ 999.00	\$ -	\$ -	\$ -	\$ -	1	\$999.00				
18	TREE PROTECTION	6.00	EA	\$ 244.00	\$ 1,464.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
19	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	20.00	UN	\$ 29.55	\$ 591.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00				
20	TREE REMOVAL (OVER 15 UNITS DIAMETER)	48.00	UN	\$ 37.25	\$ 1,788.00	20	\$ 745.00	\$ -	\$ -	\$ -	\$ -	20	\$745.00				
21	TREE, 3" CALIPER, BALLED AND BURLAPPED	2.00	EA	\$ 790.00	\$ 1,580.00	2	\$ 1,580.00	\$ -	\$ -	\$ -	\$ -	2	\$1,580.00				
22	TRENCH BACKFILL	377.00	CY	\$ 41.10	\$ 15,494.70	377	\$ 15,494.70	\$ -	\$ -	\$ -	\$ -	377	\$15,494.70				
TOTAL BID PRICE FOR ALTERNATE B					\$ 345,454.55		\$ 321,380.95	\$ -	\$ -	\$ -	\$ -		\$ 321,380.95				

CONTINUATION SHEET

NORTHERN MORRAINE
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HOLIDAY HILLS/LE VILLA VAUPELL
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APPLICATION DATE: January 3, 2023
PERIOD TO: 1/31/23
PROJECT NO: NMW-082

A	B	C	D	E	F	G	H	I	J	K	L
ITEM			BID	COMPLETE PREVIOUS ESTIMATE	COMPLETED THIS ESTIMATE	STORED MATERIALS	COMPLETED TO DATE				
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ALTERNATE C											
1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	105.00	LF	\$ 80.50	\$ 8,452.50	105	\$ 8,452.50	\$ -	\$ -	105	\$ 8,452.50
2	DEWATERING	1.00	LS	\$ 60,505.00	\$ 60,505.00	1	\$ 60,505.00	\$ -	\$ -	1	\$ 60,505.00
3	HMA DRIVEWAY REMOVAL AND REPLACEMENT	198.00	SY	\$ 128.50	\$ 25,443.00	198	\$ 25,443.00	\$ -	\$ -	198	\$ 25,443.00
4	HMA PATCHING, CLASS D, 9"	117.00	SY	\$ 129.80	\$ 15,186.60	117	\$ 15,186.60	\$ -	\$ -	117	\$ 15,186.60
5	LANDSCAPE TIMBER PLANTER/BED REMOVAL AND REPLACEMENT	1.00	LS	\$ 3,488.80		1	\$ 3,488.80	\$ -	\$ -	1	\$ 3,488.80
6	LIGHT POLE REMOVAL AND RESET	1.00	EA	\$ 2,827.00	\$ 2,827.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
7	PAVEMENT REMOVAL	117.00	SY	\$ 12.85	\$ 1,503.45	117	\$ 1,503.45	\$ -	\$ -	117	\$ 1,503.45
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.05	\$ 1,652.50	0	\$ -	\$ -	\$ -	0	\$ 0.00
9	SANITARY MANHOLE, 4' DIAMETER	2.00	EA	\$ 11,670.00	\$ 23,340.00	2	\$ 23,340.00	\$ -	\$ -	2	\$ 23,340.00
10	SANITARY SERVICE, 6" PVC SDR-26	308.00	LF	\$ 145.95	\$ 44,952.60	308	\$ 44,952.60	\$ -	\$ -	308	\$ 44,952.60
11	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 217.35	\$ -	0	\$ -	\$ -	\$ -	0	\$ 0.00
11A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	11.00	EA	\$ 1,219.95	\$ 13,419.45	11	\$ 13,419.45	\$ -	\$ -	11	\$ 13,419.45
12	SANITARY SEWER, 8" PVC SDR-26	508.00	LF	\$ 97.00	\$ 49,276.00	508	\$ 49,276.00	\$ -	\$ -	508	\$ 49,276.00
13	SANITARY SEWER TEE-WYES 8" X 6" W/ CAP (OPEN LOT)		EA	\$ 878.45	\$ -	0	\$ -	\$ -	\$ -	0	\$ 0.00
13A	SANITARY SEWER TEE-WYES 8" X 6" W/ RISER CAP (OPEN LOT)	2.00	EA	\$ 1,219.95	\$ 2,439.90	2	\$ 2,439.90	\$ -	\$ -	2	\$ 2,439.90
14	SILT FENCE	697.00	LF	\$ 4.20	\$ 2,927.40	412	\$ 1,730.40	\$ -	\$ -	412	\$ 1,730.40
15	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	982.00	SY	\$ 9.00	\$ 8,838.00	982	\$ 8,838.00	\$ -	\$ -	982	\$ 8,838.00
16	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1	\$ 999.00	\$ -	\$ -	1	\$ 999.00
17	TREE PROTECTION	6.00	EA	\$ 244.15	\$ 1,464.90	0	\$ -	\$ -	\$ -	0	\$ 0.00
18	TRENCH BACKFILL	192.00	CY	\$ 41.10	\$ 7,891.20	192	\$ 7,891.20	\$ -	\$ -	192	\$ 7,891.20
TOTAL BID PRICE FOR ALTERNATE C					\$ 271,118.50		\$ 267,465.90	\$ -	\$ -		\$ 267,465.90
ALTERNATE D											
1	AGGREGATE SHOULDER, TYPE B	13.00	SY	\$ 20.35	\$ 264.55	0	\$ -	\$ -	\$ -	0	\$ 0.00
2	CULVERT FES REMOVAL AND REPLACEMENT, 12" CMP	2.00	EA	\$ 687.75	\$ 1,375.50	0	\$ -	\$ -	\$ -	0	\$ 0.00
3	CULVERT REMOVAL AND REPLACEMENT, 8" CMP	24.00	LF	\$ 76.65	\$ 1,839.60	24	\$ 1,839.60	\$ -	\$ -	24	\$ 1,839.60
4	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	194.00	LF	\$ 80.50	\$ 15,617.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
5	DEWATERING	1.00	LS	\$ 122,995.00	\$ 122,995.00	0.5	\$ 61,497.50	\$ 61,497.50	\$ -	1	\$ 122,995.00
6	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	35.00	SY	\$ 19.30	\$ 675.50	0	\$ -	\$ -	\$ -	0	\$ 0.00
7	HMA DRIVEWAY REMOVAL AND REPLACEMENT	138.00	SY	\$ 127.25	\$ 17,560.50	0	\$ -	\$ -	\$ -	0	\$ 0.00
8	HMA PATCHING, CLASS D, 9"	467.00	SY	\$ 133.65	\$ 62,414.55	0	\$ -	\$ -	\$ -	0	\$ 0.00
9	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	1.00	LS	\$ 3,488.00	\$ 3,488.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
10	PAVEMENT REMOVAL	467.00	SY	\$ 12.85	\$ 6,000.95	0	\$ -	\$ -	\$ -	0	\$ 0.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 24.40	\$ 1,220.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
12	SANITARY DROP MANHOLE, 4' DIAMETER	1.00	EA	\$ 12,675.00	\$ 12,675.00	1	\$ 12,675.00	\$ -	\$ -	1	\$ 12,675.00
13	SANITARY MANHOLE, 4' DIAMETER	4.00	EA	\$ 12,660.00	\$ 50,640.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
14	SANITARY SERVICE, 6" PVC SDR-26	370.00	LF	\$ 144.65	\$ 53,520.50	100	\$ 14,465.00	\$ 14,465.00	\$ -	110	\$ 15,911.50
15	SANITARY SEWER TEE-WYES 10" X 6"	0.00	EA	\$ 439.65	\$ -	0	\$ -	\$ -	\$ -	0	\$ 0.00
15A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	9.00	EA	\$ 1,373.00	\$ 12,357.00	2	\$ 2,746.00	\$ -	\$ -	2	\$ 2,746.00
16	SANITARY SEWER, 8" PVC SDR 26	36.00	LF	\$ 118.15	\$ 4,253.40	0	\$ -	\$ -	\$ -	0	\$ 0.00
17	SANITARY SEWER, 10" PVC SDR 26	1134.00	LF	\$ 128.45	\$ 145,662.30	340	\$ 43,673.00	\$ 41,617.80	\$ -	664	\$ 85,290.80
	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	5.00	EA	\$ 1,266.75	\$ 6,333.75	0	\$ -	\$ -	\$ -	0	\$ 0.00
19	SILT FENCE	1052.00	LF	\$ 3.85	\$ 4,050.20	807	\$ 3,106.95	\$ -	\$ -	807	\$ 3,106.95
20	BLANKET	2371.00	SY	\$ 9.00	\$ 21,339.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
21	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 998.00	\$ 998.00	0	\$ -	\$ -	\$ -	0	\$ 0.00
22	TREE PROTECTION	2.00	EA	\$ 244.15	\$ 488.30	0	\$ -	\$ -	\$ -	0	\$ 0.00
23	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	27.00	UN	\$ 29.55	\$ 797.85	0	\$ -	\$ -	\$ -	0	\$ 0.00
24	TREE REMOVAL (OVER 15 UNITS DIAMETER)	143.00	UN	\$ 37.25	\$ 5,326.75	143	\$ 5,326.75	\$ -	\$ -	143	\$ 5,326.75
25	TREE, 3" CALIPER, BALLED AND BURLAPPED	7.00	EA	\$ 790.25	\$ 5,531.75	0	\$ -	\$ -	\$ -	0	\$ 0.00
26	TRENCH BACKFILL	504.00	CY	\$ 41.10	\$ 20,714.40	26	\$ 1,068.60	\$ 14,365.00	\$ -	376	\$ 15,453.60
TOTAL BID PRICE ALTERNATE D					\$ 578,139.35		\$ 146,398.40	\$ 144,266.80			\$ 290,665.20

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

NORTHERN MORRAINE
RECLAMATION DISTRICT
113 TIMBER TRAIL
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

APPLICATION DATE: January 3, 2023
PERIOD TO: 1/31/23
PROJECT NO: NMW-082

A	B	C	D	E	F	G	H	I	J	K	L
ITEM			BID	COMPLETE PREVIOUS ESTIMATE	COMPLETED THIS ESTIMATE	STORED MATERIALS	COMPLETED TO DATE				
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
					\$ 7,954,931.98		\$ 5,488,550.17		\$ 698,794.49		\$ -
										77.78%	\$ 6,187,344.66



STATE OF ILLINOIS

COUNTY OF

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Northern Monraine Wastewater Reclaimaation District to furnish Underground Utilites for the premises known as Hoiday Hills / Le Villa Vaupell Sewer Extention of which Northern Moraine Wasterwater Reclamation District is the owner.

THE undersigned, for and in consideration of NINE HUNDRED THIRTY ONE THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS AD FIFTY SIX CENTS

(\$931,257.56) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE January 31, 2023 COMPANY NAME Trine Construction Corp

ADDRESS 1041 Trine Ct, Siote A , St Charles, IL 60174

SIGNATURE AND TITLE

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Carol Gregorich BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Assistant Secretary OF (COMPANY NAME) Trine Construction Corp WHO IS THE CONTRACTOR FURNISHING Site Utilities WORK ON THE BUILDING

LOCATED AT Holiday Hills/Le Villa Vaupell Sewer Extention

OWNED BY Northern Moraine Wastewater Reclamation District

That the total amount of the contract including extras* is \$7,949,429.78 on which he or she has received payment of \$4,946,719.86

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

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
For complete listing see page 2 of 2 attached:					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

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

DATE 2-9-23

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

9th

DAY OF February, 2023

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



MICHELLE LO COCO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2024

NOTARY PUBLIC

WAIVER OF LIEN TO DATE

FROM: Trine Construction Corp.
 FOR: Holiday Hills
 Pay Est. 9

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE WITH EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Trine Construction Corp.	Equip, Labor and Other	\$4,378,917.81	\$3,341,754.12	\$512,369.77	\$524,793.92
Mid American	Appurants	\$605,000.00	\$467,016.66	\$44,864.65	\$93,118.69
Welch Brothers	Concrete Structures	\$313,000.00	\$211,807.31	\$45,615.43	\$55,577.26
Thelen Materials	Aggregates/Dump	\$150,000.00	\$22,739.39	\$89,854.80	\$37,405.81
Reliable Stone and Gravel	Aggregates/Dump	\$320,000.00	\$156,549.16	\$27,509.91	\$135,940.93
Traffic Contront Protection	Traffic Control	\$17,800.00	\$14,760.00	\$2,132.00	\$908.00
Thatcher	Sod Retention	\$229,000.00	\$206,100.00		\$22,900.00
Gasvoda & Assoc	Pumps	\$84,133.00	\$30,490.00	\$53,643.00	\$0.00
Advanced Automation & Control	Instrumental	\$57,000.00	\$0.00		\$57,000.00
Procision Boring	Auger/Boring	\$51,700.00	\$16,146.00		\$35,554.00
TAT Enaterprises	Asphalt	\$500,000.00	\$163,269.65		\$336,730.35
Landmark	Concrete	\$124,700.00	\$0.00		\$124,700.00
Homestead Electric	Electrical	\$358,000.00	\$13,500.00	\$13,945.50	\$330,554.50
Abbott Tree	Tree Removal	\$63,154.00	\$37,752.30		\$25,401.70
Michels's	Dewatering	\$300,000.00	\$174,600.00		\$125,400.00
Genco Industies	Mechanical	\$161,800.00	\$0.00	\$141,322.50	\$20,477.50
Trinity	Building	\$235,224.97	\$90,235.27		\$144,989.70
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLE		\$7,949,429.78	\$4,946,719.86	\$931,257.56	\$2,071,452.36

WAIVER OF LIEN TO DATE

FROM: Trine Construction Corp.
 FOR: Holiday Hills
 Pay Est. 8

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE WITH EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Trine Construction Corp.	Equip, Labor and Other	\$4,486,950.03	\$3,068,353.21	\$273,398.91	\$1,145,197.91
Mid American	Appurants	\$605,000.00	\$467,016.66		\$137,983.34
Welch Brothers	Concrete Structures	\$313,000.00	\$211,807.31		\$101,192.69
Thelen Materials	Aggregates/Dump	\$30,000.00	\$22,739.39		\$7,260.61
Reliable Stone and Gravel	Aggregates/Dump	\$320,000.00	\$156,549.16		\$163,450.84
Traffic Contront Protection	Traffic Control	\$17,800.00	\$14,760.00		\$3,040.00
Thatcher	Sod Retention	\$229,000.00	\$206,100.00		\$22,900.00
Gasvoda & Assoc	Pumps	\$85,000.00	\$30,490.00		\$54,510.00
Advanced Automation & Control	Instrumental	\$57,000.00	\$0.00		\$57,000.00
Procision Boring	Auger/Boring	\$51,700.00	\$16,146.00		\$35,554.00
TAT Enaterprises	Asphalt	\$500,000.00	\$91,918.10	\$71,351.55	\$336,730.35
Landmark	Concrete	\$124,700.00	\$0.00		\$124,700.00
Homestead Electric	Electrical	\$358,000.00	\$13,500.00		\$344,500.00
Abbott Tree	Tree Removal	\$63,154.00	\$37,752.30		\$25,401.70
Michels's	Dewatering	\$300,000.00	\$174,600.00		\$125,400.00
Genco Industies	Mechanical	\$161,800.00	\$0.00		\$161,800.00
Trinity	Building	\$235,224.97	\$90,235.27		\$144,989.70
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLE		\$7,938,329.00	\$4,601,967.40	\$344,750.46	\$2,991,611.14



STATE OF ILLINOIS
COUNTY OF McHenry

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Trine Construction to furnish Asphalt Paving for the premises known as Holiday Hills/Le Villa Vaupell Sewer Extension Phase 1 of which Northern Moraine Wastewater Reclamation District is the owner.

THE undersigned, for and in consideration of Seventy One Thousand Three Hundred Fifty One and 55/100 (\$71,351.55) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE February 7, 2023 COMPANY NAME TAT Enterprises Inc
ADDRESS P O Box 99, Union IL 60180

SIGNATURE AND TITLE

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF McHenry

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Terry Todd Jr BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Director of Operations OF
(COMPANY NAME) TAT Enterprises Inc WHO IS THE

CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING
LOCATED AT Holiday Hills/Le Villa Vaupell Sewer Extension Phase 1
OWNED BY Northern Moraine Wastewater Reclamation District

That the total amount of the contract including extras* is \$181,110.75 on which he or she has received payment of \$94,618.10 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TAT Enterprises Inc	Asphalt Paving	181,110.75	94,618.10	71,351.55	15,141.10
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		181,110.75	94,618.10	71,351.55	15,141.10

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

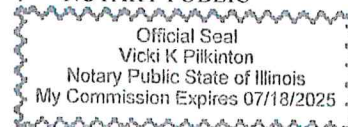
DATE 2/7/23

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF February, 2023

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

NOTARY PUBLIC



f.1722 R5/96

Provided by Chicago Title Insurance Company



NORTHERN MORaine W R D

AGENDA ITEM #10C

<u>Meeting Date:</u>	February 14, 2023
<u>Item:</u>	Payment Request #1 – Control Building Electrical Upgrades
<u>Staff Recommendation:</u>	Motion to approve Pay Request #1 to Pieper Electric, Inc. for the Control Building Electrical Upgrades Project in the amount of \$44,222.07.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Pay application #1 for the Control Building Electrical Upgrades project is attached for the board's approval. To date, the demolition work in the Control Building Electrical room has started, masonry work is done to fill the former louver and exterior paneling is complete on the opening. This pay application provides us an opportunity to get paperwork into DCEO so that we can start drawing from the grant associated with this project. This project is being funded by a \$200,000 grant that was procured by the District as part of the Illinois Capital Bill in 2019/2020.

The total project contract price is \$502,000 and this pay application is for \$49,135.63, less retainage of \$4,913.56 for a net payment amount of \$44,222.07. All waivers and Trotter's payment recommendation is attached.

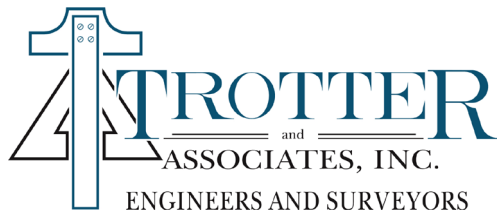
Recommendation:

It is the recommendation of the District Manager to Approve Payment Request #1 to Pieper Electric, Inc. for the Control Building Electrical Upgrades Project in the amount of \$44,222.07.

Votes Required to Pass:

Simple Majority, via a roll call vote





Transmittal Sheet

To: Mohammed Haque Northern Moraine Wastewater Reclamation District 113 Timber Trail Island Lake, Illinois 60042	From: Jillian Kiss Trotter and Associates, Inc. 40W201 Wasco Road, Suite D St. Charles, Illinois 60175 (630) 587-0470
---	--

Date: February 7, 2023 **Project:** NMW075 – Control Building Electrical Upgrades

Enclosed please find the following documents/information:

1	Recommendation of Payment
1	Pay Request
1	Certified Payroll
1	Waivers

The above documents/information are submitted:

<input type="checkbox"/> As requested	<input type="checkbox"/> For your signature
<input checked="" type="checkbox"/> For your approval	<input type="checkbox"/> For your information and files

Comments:

Mohammed,

Please find a copy of Recommendation of Payment #1, Pay Request #1, Certified Payroll, and Waivers for the **Control Building Electrical Upgrades Project**.

Please contact me if you have any questions.

Thank you,
Jillian Kiss

RECOMMENDATION OF PAYMENT NO. 1

ENGINEER'S PROJECT NO: NMW-075

NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: PIEPER ELECTRIC, INC.

CONTRACT FOR: CONTROL BUILDING ELECTRICAL UPGRADES

APPLICATION DATE: January 9th, 2023

APPLICATION AMOUNT: \$44,222.07

PERIOD ENDING: January 9th, 2023

TO: Northern Moraine Wastewater Reclamation District
OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents. We recommend that CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the work covered by all prior Applications for Payments be obtained.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

TROTTER & ASSOCIATES, INC.
ENGINEER

DATED: February 7, 2023

BY:


Jillian Kiss, P.E.
Project Engineer

STATEMENT OF WORK

Work to Date	\$49,135.63
Work to be Done	\$452,864.37
Amount Retained (10%)	\$4,913.56
Subtotal	\$44,222.07
Previous Payments	\$0.00
Amount Due This Payment	\$44,222.07

PIEPER ELECTRIC, INC. ON SITE ELECTRICAL SERVICE AND MANUFACTURING

Invoice



MAIL REMITTANCE TO:

PO Box 88601, Milwaukee, WI 53288-8601

Tel. (414)462-7700 Fax (414)462-7711

IDEAL MECHANICAL
Division of Pieper Electric, Inc.
Milwaukee, Wisconsin
Telephone (414) 558-2505

AUTOMATION CONTROLS & ENGINEERING
IDAC
Division of Pieper Electric, Inc.
Milwaukee, Wisconsin
Telephone (414) 462-7700

PIEPER ELECTRIC
KENOSHA OFFICE
Kenosha, Wisconsin
Telephone (262) 658-1888

SYSTEMS TECHNOLOGIES
Division of Pieper Electric, Inc.
Milwaukee, Wisconsin
Telephone (715) 539-2877

NORTHERN MORaine WATER RECLAM.
NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT
113 TIMBER TRAIL
P.O. BOX 240
ISLAND LAKE IL 60042

Date 2/06/2023

Invoice Number	Job Number	Customer #	Dept. Class	Tax Status	Customer P.O. Number
862787	21184	51423-02	14 26	1	ISLAND LAKE

JOB LOCATION: ISLAND LAKE CONTROL BUILDING
420 TIMBER TRAIL
ISLAND LAKE IL 60042

NMWRD CONTROL BUILDING ELECTRICAL UPGRADES, ISLAND LAKE, IL
MECHANICAL EQUIPMENT.

DRAW #1 - CONTRACT WORK IN PLACE AT JANUARY 31, 2023, 44,222.07
AS DETAILED ON ATTACHED SCHEDULES G702-G703.
- BALANCE REMAINING, PLUS RETAINAGE: \$457,777.93

AMOUNT DUE THIS INVOICE 44,222.07

1.5% LATE PAYMENT CHARGE DUE AFTER 3/08/23 663.33

* IF INVOICE IS PAID BY CREDIT CARD A 3% FEE WILL BE CHARGED IN ADDITION
TO THE TOTAL BALANCE PAID BY CREDIT CARD.

* WE ACCEPT CHECKS, CASH OR ACH PAYMENTS AT NO ADDED FEE.

** Please notice our new Remit-To address above

APPLICATION AND CERTIFICATE FOR PAYMENT**AIA DOCUMENT G702** (Instructions on reverse side)

PAGE 1 OF 1.

TO (OWNER): NMWRD
113 Timber Trail
Island Lake, IL 60042PROJECT: NMWRD Control Building
420 Timber Trail
Island Lake, IL 60042APPLICATION NO: **One**
APPLICATION DATE: **1/9/2023**
PERIOD TO: **1/9/2023**Distribution to:
OWNER
ARCHITECT
CONTRACTOR XFROM: PIEPER ELECTRIC INC.
4210 43rd Avenue, Kenosha, WI 53144

CONTRACT FOR: NMWRD Control Building

PIEPER JOB# 21184

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
	SEE SCHEDULE ATTACHED ON FORM G703	
TOTALS		
Net change by Change Orders		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Pieper Electric, Inc.

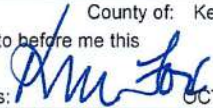
By:  Date:  1/9/2023**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract

Continuation Sheet, AIA Document G703 is attached

1. ORIGINAL CONTRACT SUM.....	\$502,000.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$502,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$49,135.63
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Contract Work.....	\$4,913.56
(Column D+E on G703)	
b. 10 % of Stored Material.....	\$0.00
(Column F on G703)	
Total Retainage (line 5a+5b or	
Total in Column I of G703).....	\$4,913.56
6. TOTAL EARNED LESS RETAINAGE.....	\$44,222.07
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$0.00
8. CURRENT PAYMENT DUE.....	\$44,222.07
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$457,777.93

State of: Wisconsin County of: Kenosha
Subscribed and sworn to before me this 1/9/2023
Notary Public: 
My Commission expires: OCTOBER 12, 2024

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

BY: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 01 OF 03 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: One

APPLICATION DATE: 1/9/2023

PERIOD TO: 1/9/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	PROJECT MANAGEMENT	17,000.00	0.00	7,000.00	0.00	7,000.00	0.41	10,000.00	700.00
2	BONDS	3,750.00	0.00	3,750.00	0.00	3,750.00	1.00	0.00	375.00
3	SUPERINTENDANT	15,150.00	0.00	0.00	0.00	0.00	0.00	15,150.00	0.00
4	MOBILIZATION	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00
5	ELECTRICAL DEMOLITION	18,500.00	0.00	0.00	0.00	0.00	0.00	18,500.00	0.00
6	TEMPORARY POWER	18,450.00	0.00	2,400.00	0.00	2,400.00	0.13	16,050.00	240.00
7	VARIABLE FREQUENCY DRIVES	41,200.00	0.00	0.00	0.00	0.00	0.00	41,200.00	0.00
8	MSWBD	26,700.00	0.00	0.00	0.00	0.00	0.00	26,700.00	0.00
9	ATS	29,100.00	0.00	0.00	0.00	0.00	0.00	29,100.00	0.00
10	HARMONIC FILTER	7,200.00	0.00	0.00	0.00	0.00	0.00	7,200.00	0.00
11	PANEL LP-B	900.00	0.00	0.00	0.00	0.00	0.00	900.00	0.00
12	TRANSFORMER	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
13	DISCONNECT	5,400.00	0.00	0.00	0.00	0.00	0.00	5,400.00	0.00
14	SWITCHGEAR LABOR	22,250.00	0.00	0.00	0.00	0.00	0.00	22,250.00	0.00
15	ELECTRICAL STUDY	2,200.00	0.00	0.00	0.00	0.00	0.00	2,200.00	0.00
16	SWITCHGEAR MATERIAL	9,650.00	0.00	0.00	0.00	0.00	0.00	9,650.00	0.00
17	FEEDER WIRING MATERIAL	48,750.00	0.00	0.00	0.00	0.00	0.00	48,750.00	0.00
18	FEEDER WIRING LABOR	57,500.00	0.00	0.00	0.00	0.00	0.00	57,500.00	0.00
19	BRANCH WIRING MATERIAL	14,600.00	0.00	0.00	0.00	0.00	0.00	14,600.00	0.00
20	BRANCH WIRING LABOR	15,500.00	0.00	0.00	0.00	0.00	0.00	15,500.00	0.00
21	DEMobilIZATION	3,300.00	0.00	0.00	0.00	0.00	0.00	3,300.00	0.00
	TOTAL THIS PAGE	366,100.00	0.00	13,150.00	0.00	13,150.00	0.04	352,950.00	1,315.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 02 OF 03 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: One
APPLICATION DATE: 1/9/2023
PERIOD TO: 1/9/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	SUBCONTRACTORS								
	Crowne Tank								
1	FUEL TANK DEMOLITION	6,400.00	0.00	0.00	0.00	0.00	0.00	6,400.00	0.00
	Boiler Construction								0.00
2	GENERAL CONDITIONS	12,732.00	0.00	3,905.60	0.00	3,905.60	0.31	8,826.40	390.56
3	DEMOLITION	15,050.00	0.00	12,000.00	0.00	12,000.00	0.80	3,050.00	1,200.00
4	CONCRETE-MATERIALS	1,200.00	0.00	1,100.00	0.00	1,100.00	0.92	100.00	110.00
5	CONCRETE- LABOR	1,800.00	0.00	1,200.00	0.00	1,200.00	0.67	600.00	120.00
6	MASONRY-MATERIALS	6,960.00	0.00	1,650.00	0.00	1,650.00	0.24	5,310.00	165.00
7	MASONRY-LABOR	10,440.00	0.00	7,250.00	0.00	7,250.00	0.69	3,190.00	725.00
8	STEEL	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
9	CARPENTRY	2,266.00	0.00	1,300.00	0.00	1,300.00	0.57	966.00	130.00
10	ROOFING	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
11	ALUMINUM DOORS/WINDOWS-MATERIALS	6,986.00	0.00	0.00	0.00	0.00	0.00	6,986.00	0.00
12	ALUMINUM DOORS/WINDOWS-LABOR	10,479.00	0.00	0.00	0.00	0.00	0.00	10,479.00	0.00
13	EPOXY FLOORING -MATERIALS	6,397.60	0.00	0.00	0.00	0.00	0.00	6,397.60	0.00
14	EPOXY FLOORING-LABOR	9,596.40	0.00	0.00	0.00	0.00	0.00	9,596.40	0.00
15	PAINTING-MATERIALS	5,500.00	0.00	0.00	0.00	0.00	0.00	5,500.00	0.00
16	PAINTING-LABOR	8,250.00	0.00	0.00	0.00	0.00	0.00	8,250.00	0.00
17	FIRE EXTINGUISHERS	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
18	HVAC-MATERIALS	5,000.00	0.00	3,144.00	0.00	3,144.00	0.63	1,856.00	314.40
19	HVAC-LABOR	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
20	OVERHEAD&PROFIT	15,843.00	0.00	4,436.03	0.00	4,436.03	0.28	11,406.97	443.60
	TOTALS THIS PAGE	135,900.00	0.00	35,985.63	0.00	35,985.63	0.26	99,914.37	3,598.56
	BASE CONTRACT SUBTOTAL	502,000.00	0.00	49,135.63	0.00	49,135.63	0.10	452,864.37	4,913.56

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 03 OF 03 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: One

APPLICATION DATE: 01/09/23

PERIOD TO: 01/09/23

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE #REF!
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	CHANGE ORDERS								
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
			0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	#		

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONDITIONAL WAIVER OF LIEN TO DATE

STATE OF Wisconsin
COUNTY OF Kenosha

Job Number: 21184
Draw Number: 1

Gty#
Loan#

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by **NORTHERN MORAINES WATER RECLAMATION DISTRICT** to furnish **SITE ELECTRICAL WORK** for the premises known as **ISLAND LAKE CONTROL BUILDING** of which **NORTHERN MORAINES WATER RECLAMATION DISTRICT** is the owner.

The undersigned, for and in consideration of ****FORTY-FOUR THOUSAND, TWO-HUNDRED TWENTY-TWO DOLLARS AND SEVEN CENTS**** (**\$44,222.07**) Dollars, and other good and valuable considerations, and upon the receipt thereof, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises. Extras included.

Given under my hand and sealed this **6TH** day of **FEBRUARY** **2023**

Signature and Seal:

Robert J. Brenton

Robert Brenton, Corporate Secretary

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

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin
COUNTY OF Kenosha

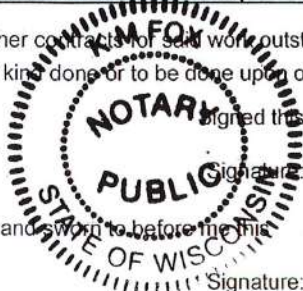
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is **Robert Brenton, Corporate Secretary** of **PIEPER ELECTRIC, INC.** who is contractor for the **ELECTRICAL** work on the building located at **420 TIMBER TRAIL, ISLAND LAKE, IL 60042** owned by **NORTHERN MORAINES WATER RECLAMATION DISTRICT**

That the total amount of the contract including extras is **\$502,000.00** for which payment is pending of **\$0.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	PREVIOUSLY REQUESTED	THIS PAYMENT REQUEST	BALANCE DUE
PIEPER ELECTRIC, INC.	Labor/Materials	372,500.00	-	19,366.20	353,133.80
Boller Construction	General Construction	129,500.00	-	24,855.87	104,644.13
					-
					-
All labor & fringes paid in full. No outside rental equipment. All other materials taken from fully paid stock and delivered in company trucks					
TOTAL LABOR AND MATERIAL TO COMPLETE		502,000.00	-	44,222.07	457,777.93

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



Signed this

6TH day of **FEBRUARY** **2023**

Signature

Robert J. Brenton

Subscribed and sworn to before me this

6TH day of **FEBRUARY** **2023**

Signature: My commission expires October 14, 2024

[Signature]

WAIVER OF LIEN TO DATESTATE OF ILLINOIS
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Pieper Electric, Inc. to furnish General Construction for the premises known as NMWRD Control Building Electrical Upgrades 420 Timber Trail, Island Lake, IL 60042 of which Northern Moraine Wastewater Reclamation District is the Owner.

THE undersigned, for and in consideration of Three thousand six hundred eighty-two and 16/100 (\$3,682.16) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus, equipment or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus, equipment or machinery, furnished to this date by the undersigned for the above-described premises. The undersigned does not waive and hereby expressly reserves all rights to mechanics liens for unpaid retention on work performed to date and on extra work performed to date, but for which change orders have not been fully processed and executed.

DATE July 31, 2022 COMPANY NAME Boller Construction Co., Inc.
ADDRESS 3045 W. Washington St., Waukegan, IL
SIGNATURE AND TITLE Steve Dalbec, Vice President

CONTRACTOR'S AFFIDAVITSTATE OF ILLINOIS
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

The undersigned, Steve Dalbec, Being duly sworn, deposes and says that he is Vice President of Boller Construction Co., Inc. who is the contractor furnishing General Construction work on the building located at 420 Timber Trail, Island Lake, IL 60042 owned by Northern Moraine Wastewater Reclamation District.

That the total amount of the contract including extras for which change orders have been processed and executed to date is \$129,500.00 on which he has received payment of \$ - prior to this payment.

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

NAMES & ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Boller Construction Company, Inc.	General Construction	\$ 117,000.00	\$ -	\$ 852.56	\$ 116,147.44
Complete Mechanical Services, Inc.	HVAC	\$ 12,500.00	\$ -	\$ 2,829.60	\$ 9,670.40
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 129,500.00	\$ -	\$ 3,682.16	\$ 125,817.84

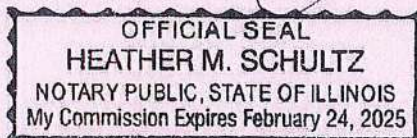
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE August 23, 2022 SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23RD DAY OF AUGUST, 2022.

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

NOTARY PUBLIC



WAIVER OF LIEN TO DATESTATE OF ILLINOIS
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Pieper Electric, Inc. to furnish General Construction for the premises known as NMWRD Control Building Electrical Upgrades 420 Timber Trail, Island Lake, IL 60042 of which Northern Moraine Wastewater Reclamation District is the Owner.

THE undersigned, for and in consideration of Twenty-one thousand one hundred seventy-three and 71/100-----
(\$21,173.71) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus, equipment or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus, equipment or machinery, furnished to this date by the undersigned for the above-described premises. The undersigned does not waive and hereby expressly reserves all rights to mechanics liens for unpaid retention on work performed to date and on extra work performed to date, but for which change orders have not been fully processed and executed.

DATE November 30, 2022
COMPANY NAME Boller Construction Co., Inc.
ADDRESS 3045 W. Washington St., Waukegan, IL
SIGNATURE AND TITLE Josh Boller, President

CONTRACTOR'S AFFIDAVITSTATE OF ILLINOIS
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

The undersigned, Josh Boller, Being duly sworn, deposes and says that he is President of Boller Construction Co., Inc. who is the contractor furnishing General Construction work on the building located at 420 Timber Trail, Island Lake, IL 60042 owned by Northern Moraine Wastewater Reclamation District.

That the total amount of the contract including extras for which change orders have been processed and executed to date is
\$129,500.00 on which he has received payment of \$ 3,682.16 prior to this payment.

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

NAMES & ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Boller Construction Company, Inc.	General Construction	\$ 99,600.00	\$ 852.56	\$ 13,163.71	\$ 85,583.73
Complete Mechanical Services, Inc.	HVAC	\$ 12,500.00	\$ 2,829.60	\$ -	\$ 9,670.40
A. Horn, Inc.	Masonry	\$ 17,400.00	\$ -	\$ 8,010.00	\$ 9,390.00
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 129,500.00	\$ 3,682.16	\$ 21,173.71	\$ 104,644.13

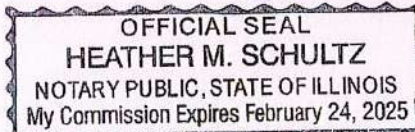
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE November 22, 2022 SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22ND DAY OF NOVEMBER, 2022.

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

NOTARY PUBLIC





NORTHERN MORaine **W R D**

AGENDA ITEM # 10E

<u>Meeting Date:</u>	February 14, 2023
<u>Item:</u>	Appraisal Update Services Agreement
<u>Staff Recommendation:</u>	Motion to Approve a Agreement with CBIZ Valuation Group, LLC in the amount of \$1,950 for Fixed Asset Reporting and Property Insurance Valuation Updating Services and Authorize the District Manager to execute the Agreement
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

In May 2019, the District underwent a thorough appraisal of our capital assets to properly capture the valuation of the District assets. The work was done with CBIZ and was completed and accepted by the Board in September 2019. In April of 2020, 2021 and 2022, we completed updates of the appraisal and the intent is to continue doing this on an annual basis to capture new assets and to properly depreciate existing assets. This update is used for our annual audit as well as for insurance quotes. This year's update includes an increase of \$150 over last year's price of \$1,800.

Recommendation:

It is staff recommendation to Approve an Agreement with CBIZ Valuation Group, LLC in the amount of \$1,950 for Fixed Asset Reporting and Property Insurance Valuation Updating Services and Authorize the District Manager to execute the Agreement

Votes Required to Pass:

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAIN
WASTEWATER RECLAMATION DISTRICT that the Board of Trustees approves entering into
an agreement with CBIZ Valuation Group, LLC in the amount of \$1,950 for Fixed Asset
Reporting and Property Insurance Valuation Updating Services and Authorize the District
Manager to execute the Agreement

DATED this__day of_____, 2023

NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By:_____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK

Proposal for Fixed Asset Reporting and Property Insurance Valuation Updating Services

Northern Moraine Wastewater Reclamation District

February 8, 2023



Practical Solutions for
Your Peace of Mind





CBIZ Valuation Group, LLC
225 West Wacker Drive, Suite 2500 ■ Chicago, IL 60606
Main: 312.602.6676 ■ www.cbiz.com/valuation

February 8, 2023

Mr. Mohammed Haque
District Manager
Northern Moraine Wastewater Reclamation District
113 Timber Trail
Island Lake, IL 60042

Re: Fixed Asset Reporting and Property Insurance Valuation Updating Services

Dear Mr. Haque:

CBIZ Valuation Group, LLC ("CVG") is pleased to submit our recommendations to provide fixed asset reporting and property insurance valuation updating services to Northern Moraine Wastewater Reclamation District ("District").

This proposal has been prepared based on our understanding of your needs and our experience in assisting clients for similar purposes. Included herein is a summary of the anticipated scope of services to be provided, approaches and methodologies to be employed, the anticipated project schedule and work product, the District's responsibilities and an estimate of professional fees.

We appreciate the opportunity to submit this proposal and look forward to working with you on this engagement.

Very truly yours,

CBIZ VALUATION GROUP, LLC

A handwritten signature in black ink, appearing to read "Peter Jakab", written over a light blue circular stamp.

Peter Jakab
Business Development Manager
Phone: 312.602.6676
Email: pjakab@cbiz.com

Scope of Services

The scope of this engagement is to provide professional fixed asset reporting and property insurance valuation updating services to the District.

Valuation Updating Methodology

Electronic Annual Updating Service (EAUS): CVG will provide a preformatted Excel template that will allow you to record all current year fixed asset activity including additions, disposals, capital projects and transfers. CVG will use our final reports balance from 4/30/2022 as an opening balance of our reports. When preparing annual updating data for submission, please review your accounting ledger equipment codes (example 200 for equipment) for additions that are to be added to the EAUS template. We also encourage the District to review the additions entered into the template with your auditor prior to sending the data to CVG. This will help to ensure the update data coincides with the changes to the fixed asset account group your auditor is expecting in the reports CVG issues.

After this year's changes have been entered in the spreadsheet, the updated file should be emailed directly to CVG for review and processing. Upon receipt of the file, CVG will conduct a high-level quality control and consistency review to ensure that the data provided in the file appears to be reasonable. In the event that the data does not pass our quality control and consistency review, CVG will contact you to review our findings and determine an appropriate solution. Once we are in receipt of the District's acceptable file, CVG will process the changes, update depreciation, trend all insurable values and produce reports.

Timeline and Deliverables

Once CVG receives the District's Excel file of changes, we will develop reports and deliver to you within 30 days. If the District does not supply any Excel files of changes within 90 days of your authorization date, we will issue reports to you with no changes. We will provide the following deliverables:

- Account Summary
- Accounting Summary
- Net Changes Summary (Depreciation)
- Current Year Additions Detail
- Current Year Disposals Detail
- Accounting Detail – By Location & Organization
- Insurance Summary
- Insurance Detail
- Transmittal Letter
- Electronic Data File (in Excel format) of subject property

Standard of Value & Depreciation Methodology

CVG will utilize various costing methodologies to develop valuation conclusions. The sources may include the use of proprietary and third-party software, proprietary databases, technical pricing subscriptions, various publications, and the District-supplied information (purchase orders, capital project costs, financial statements, etc.). The standards of value for this engagement will include the following:

- **Original/Acquisition Cost:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering and architectural fees.

- **Book Value:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering, and architectural fees minus the accumulated depreciation. Depreciation methodology for this engagement will be Straight-Line Method / First-of-the-Month (Full Month) Convention.
- **Replacement Cost New (RCN):** As applicable to insurance valuations, it is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor and manufactured equipment, contractors' overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials. We will not take into consideration compliance with state or local ordinances or costs associated with demolition of property or the removal of debris. Partial losses may result in higher replacement costs as partial losses often require a substantial amount of repair in conjunction with the replacement process.
- **Depreciation Straight-Line Method:** The method of calculating depreciation by dividing the cost, less salvage, by the number of fiscal periods of useful life.
- **Depreciation First-of-the-Month (Full Month) Convention:** Assets are treated as being placed into service on the first day of the month they are acquired, even if they were actually purchased after the first of the month. For additions, depreciation is calculated for a full month in the month the asset was acquired.

For disposals, no depreciation is calculated in the month of disposition; rather, it is calculated through the last day of the month prior to disposal. Different depreciation methods or conventions are subject to an additional charge.

Engagement Exclusions

Any additional work needed on the service exclusions outlined below will be billed separately at our standard hourly rates of \$200 to \$300 and in accordance with CVG's standard expense practices, which include:

- **Opening Balance Reconciliation:** If your auditors used different amounts than those on our reports additional work effort will be necessary to correct. Adjustments to opening balance will require the District to provide CVG with detailed information (description, cost, acquisition date and useful life) to adjust previous year totals.
- **Data Entry Services:** Includes any information the District wants added to the reports that is not provided in the EAUS updating template.
- **Incomplete Submission:** The District has the ability to review draft reports and make one additional set of changes at no cost prior to finalization. Subsequent revisions after issuance of final reports will be considered additional services.

Optional Service - Capital Project Consultancy

Capital Projects and Construction in Progress (CIP): The District should review previously provided information and current year information thoroughly with their auditors prior to submitting the change form. For an additional fee, CVG can research and review the expenditure reports for capital projects or CIP. These services are provided remotely and require information to be provided from the District.

Engagement Fees & Client Acceptance

The fees for the professional services outlined in this proposal are provided below and are inclusive of travel and out-of-pocket expenses unless otherwise noted. Reports will be provided for the current fiscal year, 4/30/2023. CVG will submit one invoice upon generation of reports. You may indicate the acceptance of our proposed services and related fees by initialing the desired service, executing the signature block and returning a copy of the agreement to the attention of the undersigned via email to kjaeger@cbiz.com or fax at 262.677.2130.

Fees for Individual Services	Fee	Initials
Electronic Annual Update Service	\$1,950	

Please note that all change requests made after the issuance of final reports are subject to CVG's standard labor rates of \$200 to \$300 per hour.

Optional Services	Fee	Initials
Capital Project Consultancy Service	\$500 base fee plus hourly rate	
One Hard Copy of Final Report (ground shipping included)	\$250	

Client Acceptance

I have read the terms of this agreement and hereby authorize this assignment

ACCEPTED this _____ day of _____, 2023

Client: Northern Moraine Wastewater Reclamation
District

By: _____
Written Name

Printed Name

Title: _____

Please be sure to:

- 1. Initial all desired services on this page**
- 2. Sign and date**
- 3. Return signed engagement to:**
CBIZ Valuation Group, LLC
Attn: Kathy Jaeger
W227 N16867 Tillie Lake Court, Suite 201
Jackson, WI 53037
Email: kjaeger@cbiz.com or Fax: 262.677.2130

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal.

Appendix A: Terms & Conditions

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

General

This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous engagement letters, proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ to the contrary, upon completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ newsletters and publications and discussions with third parties regarding work opportunities.

Indemnification

Except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ's personnel and unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ's personnel involved) brought against or involving CBIZ at any time and in any way arising out of or relating to CBIZ's services under this engagement. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a Claim) is threatened or commenced by any third party against CBIZ that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ's

insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ, which approval shall not be unreasonably withheld. CBIZ shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by you without the prior consent of CBIZ.

After notice by you to CBIZ of your election to assume full control of the defense of any such Claim, and CBIZ's approval of selected counsel, you shall not be liable to CBIZ for any legal expenses incurred thereafter by CBIZ in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

Limitation on Damages

You agree that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law, in no event shall CBIZ, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Limitation on Distribution and Use

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the CBIZ Work Product) included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Company desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Terms and Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any regulatory filing, CBIZ, at our sole discretion, may permit Company to do so for a fee commensurate to the additional risk associated with such distribution or use.

Confidentiality

With respect to information supplied in connection with this engagement letter and designated by the disclosing party as confidential, CBIZ agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this engagement letter; (iii) reproduce confidential information only as required to perform

its obligations under this engagement letter; and (iv) return or destroy all information provided to CBIZ upon the Company's written request, except that CBIZ may keep copies of any records required to be maintained under its professional standards and retention policy. This section shall not apply to information that is: (i) publicly known; (ii) already known by CBIZ or (iii) disclosed pursuant to legal requirement or order.

Not A Fairness Opinion

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

Operational Assumptions

Unless stated otherwise, our analysis: (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

Competent Management Assumed

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

No Obligation to Provide Services After Completion

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company, Company agrees to compensate CBIZ for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

No Opinion is Rendered as to Legal Fee or Property Title

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

Liens and Encumbrances

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

Information Provided by Others

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and

other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

Prospective Financial Information

Our report may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

Dispute Resolution and Jury Trial Waiver

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty-four (24) months after performance of our service.

Unless otherwise prohibited by law or applicable professional standard, each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ or any of its subsidiaries and any of their respective personnel, current or former.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Ohio, specifically and exclusively in the Cuyahoga County Court of Common Pleas or the Federal District Court for the Northern District of Ohio, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

Independent Contractor

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

T&CRev6.22.18.



AGENDA ITEM # 10F

<u>Meeting Date:</u>	February 14, 2023
<u>Item:</u>	Approve Engineering Services contract for GIS Updates
<u>Staff Recommendation:</u>	Motion to Approve Engineering Services Agreement with Trotter and Associates, Inc. in the amount of \$8,400 for 2023 GIS Conversion and Assistance and Authorize the District Manager to execute the Agreement
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District's GIS system is missing some critical items that are part of the original Sewer Atlas that Trotter & Associates created several years ago. Currently staff use a combination of our current GIS and the older Sewer Atlases to respond to JULIE's and to get historical data on the sewers. This update will combine both items and get our GIS up to date with the latest sewer extensions, etc.

Recommendation:

It is staff recommendation to Approve Engineering Services Agreement with Trotter and Associates, Inc. in the amount of \$8,400 for 2023 GIS Conversion and Assistance and Authorize the District Manager to execute the Agreement

Votes Required to Pass:

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine
WASTEWATER RECLAMATION DISTRICT that the Board of Trustees approves entering into
Engineering Services Agreement with Trotter and Associates, Inc. in the amount of \$8,400
for 2023 GIS Conversion and Assistance and Authorize the District Manager to execute the
Agreement.

DATED this__day of_____, 2023

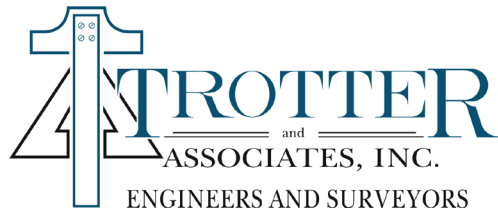
NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By:_____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK



January 9, 2023

Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Attn: Mohammed Haque, PE, District Manager

Re: 2023 GIS Conversion and Assistance
Professional Services Agreement

Dear Mr. Haque:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the Engineering Services Agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. Otherwise, please sign and return one copy of the agreement.

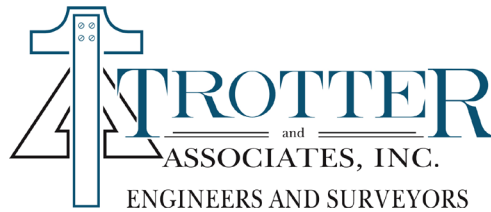
Sincerely,

TROTTER & ASSOCIATES, INC.

Jillian Kiss, PE,
Project Manager



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January 9, 2023

Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Attn: Mohammed Haque, PE, District Manager

Re: 2023 GIS Conversion and Assistance
Professional Services Agreement

Dear Mr. Haque:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Northern Moraine Wastewater Reclamation District (CLIENT) for the 2023 GIS Conversion and Assistance. (hereinafter referred to as the "PROJECT").

PROJECT DESCRIPTION

Northern Moraine Wastewater Reclamation District is looking to create a standard GIS Utility database that can be accessed in the field to review GIS attribute data (invert elevation(s), rim elevations, pipe length, diameter, material, etc.).

Currently, the Northern Moraine Wastewater Reclamation District has KMZ files and Esri Shapefiles that need to be reconciled so that there is only one digital database. TAI will review both files and integrate them into one file. There may be some areas where TAI may need verification of which database is the most accurate. TAI will contact NMWRD with any questions to ensure that the final GIS database will reflect the most up-to-date and accurate information. In addition, there is CAD data that is embedded in the shapefiles that will need to be removed.

Once a clean set of shapefiles have been created and reviewed for accuracy, TAI will also incorporate additional CAD and shapefiles to be provided by NMWRD. TAI will update the databases of each file to be incorporated into the GIS to reflect the same standards of the final GIS database. The lines, points, and polygons will be incorporated into the final GIS using coordinates within the CAD and shapefiles. Should the data not fit well, TAI will use best-fit standards to integrate the data into the final GIS database.

After all, the data has been put through the final cleanup, TAI will convert it into an Esri Geodatabase and, using ArcGIS Pro, push the utility data up into the NMWRD ArcGIS Online Account. Once the data has been uploaded, TAI will create an ArcGIS Online App that NMWRD staff can use in the field to review utility data. TAI will then provide a one-hour training session for the NMWRD staff at a time that best fits NMWRD's needs.



PROJECT SCOPE

Our services will consist of GIS services and related engineering services incidental thereto, described as follows:

A. Project Management/Meetings Task Description

- 1) Plan, Coordinate and Manage all aspects of the Project
- 2) Meet with NMWRD to Coordinate Project and Collect Data
- 3) Project Kickoff Meeting and Workflow Review
- 4) Mid Project Review and Update
- 5) Final Project Review and Update

B. Scrub and Combine Existing KMZ and GIS Data

- 1) Review and Scrub Existing KMZ and GIS Data for Initial Input
- 2) Update Points, Lines and Polygons to Single Main GIS File
- 3) Create Geodatabase and ArcGIS Pro Map
- 4) QA/QC Combined GIS Files

C. Scrub and Combine Additional CAD and GIS Data

- 1) Review and Scrub Additional CAD and GIS Data for Initial Integration Into
- 2) Integrate Additional CAD and GIS Data into Main GIS Files and Geodatabase
- 3) QA/QC Newly Integrated Data

D. Upload to ArcGIS Online and Create Utility App

- 1) Upload Utility Data into NMWRD ArcGIS Online Account
- 2) Create Utility App for Staff Use in the Field
- 3) QA/QC Integrated Data
- 4) Update GIS and Review Final Integration

E. Clean and Assign GIS Intelligence to Sewer Lines, Polys & Points

- 1) Create NMWRD Training Materials
- 2) Onsite Training Session for Field Staff

COMPENSATION

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached as Exhibit B. Under the District's direction, TAI will proceed with each element on an as needed basis.

Project Management/Meetings	\$ 1,500.00
Scrub and Combine Existing KMZ and GIS Data	\$ 2,700.00
Scrub and Combine Additional CAD and GIS Data	\$ 1,700.00



Upload to ArcGIS Online and Create Utility App	\$ 1,450.00
Training Materials and Training	\$ 1,050.00

Total Compensation **\$ 8,400.00**

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.



CONTENTS OF AGREEMENT

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties. For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Northern Moraine Wastewater Reclamation
District:

Trotter and Associates, Inc.:

A handwritten signature in black ink, appearing to read "JK", is written over a horizontal line.

By: Mohammed Haque, P.E.

By: Jillian Kiss, P.E.

Title: District Manager

Title: Project Manager

Effective Date: _____

Date Signed: January 9, 2023

Address for giving notices:

Address for giving notices:

113 Timber Trail, P.O. Box 240
Island Lake, Illinois 60042

40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative: Mohammed Haque

Designated Representative: Jillian Kiss, P.E.

Title: District Manager

Title: Project Manager

Phone Number: 847.526.3300 Ext. 101

Phone Number: 630.587.0470

Facsimile Number: 847.526.3319

Facsimile Number: 630.587.0475

E-Mail Address: haque@nmwrd.org

E-Mail Address: s.trotter@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____

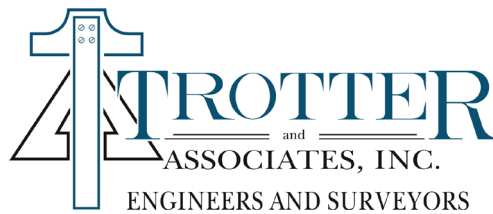


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that

affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority

of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

- 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the

ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

- 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
- 3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement

without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or

to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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TAI Initial _____



EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2023 Schedule of Hourly Rates		2023 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$69.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$124.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$136.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.23
Engineer Level III	\$145.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$161.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level V	\$182.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level VI	\$208.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer Level VII	\$219.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer Level VIII	\$251.00	Binding Strips (Engineering Plans)	Each	\$1.00
Principal Engineer	\$258.00	5 Mil Laminating	Each	\$1.25
Architect Intern	\$69.00	Copy 11" x 17" - Color	Each	\$0.50
Architect Level I	\$109.00	Copy 11" x 17" - Black and White	Each	\$0.25
Architect Level II	\$131.00	Copy 8.5" x 11" - Color	Each	\$0.25
Architect Level III	\$152.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Architect Level IV	\$164.00	Recorded Documents	Each	\$25.00
Architect Level V	\$184.00	Plat Research	Time and Material	
Architect Level VI	\$200.00	Per Diem	Each Day	\$30.00
Architect Level VII	\$216.00	Field / Survey Truck	Each Day	\$45.00
Architect Level VIII	\$233.00	Postage and Freight		Cost
Principal Architect	\$250.00	Mileage	Per Mile	Federal Rate
Technician Level I	\$103.00			
Technician Level II	\$125.00			
Technician Level III	\$146.00			
Technician Level IV	\$159.00			
Senior Technician	\$175.00			
GIS Specialist I	\$103.00			
GIS Specialist II	\$136.00			
GIS Specialist III	\$163.00			
Clerical Level I	\$69.00			
Clerical Level II	\$82.00			
Clerical Level III	\$99.00			
Survey Technician Level I	\$69.00			
Survey Technician Level II	\$85.00			
Survey Crew Chief	\$175.00			
Professional Land Surveyor	\$210.00			
Project Coordinator I	\$125.00			
Project Coordinator II	\$135.00			
Project Coordinator III	\$145.00			
Department Director	\$208.00			
Sub Consultants	Cost Plus 5%			

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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TAI Initial _____

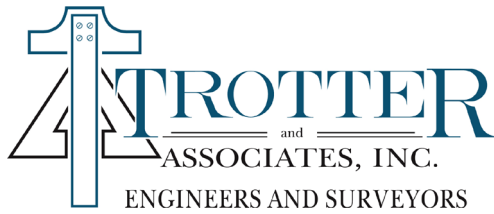


EXHIBIT C
CONTRACT ADDENDUM

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[_____]

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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NORTHERN MORaine W R D

AGENDA ITEM # 10G

Meeting Date: February 14, 2023

Item: Review User Rate Analysis and Proposed Adjustments

Staff Recommendation: For Discussion Only; Formal Approval in March

Staff Contact: Mohammed M. Haque, District Manager

Background:

As we start 2023, we reviewed the user rate ordinance 20-03 and determined our proposed rates relative to inflation (CPI). We have seen many of our costs skyrocket, including labor rates paid to contractors, energy costs, as well as current and anticipated employee costs. We went back and looked at the proposed rates we have in place with Ordinance 2020-03 and compared them to CPI. Based on our analysis, we are coming up with a deficit of around 8.5% to get things back into “balance”. What do we feel is an appropriate adjustment? Do we try to “ride” this out, or should we be proactive about it since we expect inflation is only going to get worse.

CURRENT vs. CPI						
	Rate per Ord 20-03	%	CPI	CPI %	Rate @ CPI	Increase Needed
10/1/20	\$ 40.50		260.388		\$ 40.50	
5/1/21	\$ 41.51	2.5%	269.195	3.4%	\$ 41.87	
5/1/22	\$ 42.55	2.5%	292.296	8.6%	\$ 45.46	
12/1/22			296.797	1.5%	\$ 46.16	8.5%
5/1/23	\$ 43.61	2.5%				
5/1/24	\$ 44.70	2.5%				

In order to get our rates in line with the CPI , we would need a current increase of 8.5% based on my analysis below. Data is from the US Bureau of Labor Statistics – CPI for all Urban Consumers (CPI-U).

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



In our discussions, we asked our attorney what he was seeing in other villages. He indicated that a few of his clients have done increases of 10% in utility fees. He noted that in addition to inflationary pressures, cost of chemicals needed in the treatment process are increasing 40-500% due to supply chain issues and that is another reason that rate adjustments are needed. I have also discussed this with our peers and seen reported adjustments of 4-10% from other sanitary districts.

While we have tried to get as many grants as possible and been rather successful at it, those grants are helping with capital items. We still will see a deficit on operating costs vs. operating income once we get through the bulk of construction (which may be several years down the road). We are currently working on a draft budget, and knowing where we are headed with user rates, will help with putting the budget together.

Based on all of the above, I asked our attorney to draft up a new user rate ordinance that adjusted rates by 5% in addition to the currently scheduled adjustments. His draft is attached.

Recommendation:

We should discuss this and consider either a 5% only adjustment for 2023 and 2024, or a 5% adjustment on top of the 2.5% adjustment already scheduled for 2023 and 2024. A summary of both is below:

PROPOSED vs. CPI (5% + Already Planned)							PROPOSED vs. CPI (5% Only)						
	Rate per Ord 20-03	%	CPI	CPI %	Rate @ CPI	Increase Needed		Rate per Ord 20-03	%	CPI	CPI %	Rate @ CPI	Increase Needed
10/1/20	\$ 40.50		260.388		\$ 40.50		10/1/20	\$ 40.50		260.388		\$ 40.50	
5/1/21	\$ 41.51	2.5%	269.195	3.4%	\$ 41.87		5/1/21	\$ 41.51	2.5%	269.195	3.4%	\$ 41.87	
5/1/22	\$ 42.55	2.5%	292.296	8.6%	\$ 45.46		5/1/22	\$ 42.55	2.5%	292.296	8.6%	\$ 45.46	
12/1/22			296.797	1.5%	\$ 46.16	8.5%	12/1/22			296.797	1.5%	\$ 46.16	8.5%
5/1/23	\$ 45.79	7.6%					5/1/23	\$ 44.68	5.0%				
5/1/24	\$ 49.22	7.5%					5/1/24	\$ 46.91	5.0%				

Rate Adjustment Summary

Current	\$42.55 per month		
May 1, 2023	\$45.79 (7.5%)	\$44.68 (5%)	
May 1, 2024	\$49.22 (7.5%)	\$46.91 (5%)	

Estimated Revenue Increases per Annum

5%	\$141,000
7.5%	\$213,000

Once we have made a decision, we will have the attorney finalize the ordinance for approval in March and post the appropriate public notices. In addition, we will have Matt Butterfield draft

Votes Required to Pass:

For Discussion Only



ORDINANCE NO. ~~23-~~ **44-02**

AN ORDINANCE **RESTATING AND AMENDING ORDINANCE NO. 14-02**
ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS
OF THE PUBLIC SEWAGE WORKS IN THE
NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT,
COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS

Adopted by the
President and Board of Trustees
of the
Northern Moraine Wastewater Reclamation District,
this day of , 2023

Published in pamphlet form by direction
and authority of the
Northern Moraine Wastewater Reclamation District,
Counties of Lake and McHenry, State of Illinois
this day of , 2023

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ORDINANCE NO. 23-

**AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 14-02
ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS
OF THE PUBLIC SEWAGE WORKS IN THE
NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT,
COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS**

WHEREAS, in January 2014, the Board of Trustees (the "***District Board***") of the Northern Moraine Wastewater Reclamation District (the "***District***") adopted its Ordinance No. 14-02, which ordinance established a comprehensive schedule of sewer user service charges for users of the District's public sewage works; and

WHEREAS, the District Board has the authority to amend its fees and charges as reasonably determined in the legislative discretion of the District Board, and pursuant to such authority the District Board has amended Ordinance No. 14-02 from time-to-time; and

WHEREAS, the District Board has determined that it is in the best interest of the District and its residents and taxpayers to restate and comprehensively amend Ordinance No. 14-02 (as amended) as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT, COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS AS FOLLOWS, as follows:

SECTION 1 DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- 1.1 "District" – the Northern Moraine Wastewater Reclamation District of Lake and McHenry Counties, Illinois.
- 1.2 "District Manager" – the District Manager of the District or his duly authorized deputy or representative.
- 1.3 "Ordinance" – means this ordinance.
- 1.4 "Federal Act" - the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended by the Federal Water Pollution Control Act or Amendments of 1972 (Public Law 92-500 and Public Law 93-243) and the Clean Water Act of 1977 (Public Act 95-217) and any amendments thereto.

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- 1.5 "State Act" – the Illinois Anti-Pollution Bond Act of 1970 and any amendments thereto.
- 1.6 "State Grant" – a State of Illinois grant under the State Act for financing the construction of sewage works.
- 1.7 "Person" – any and all persons, natural or artificial, including any individual, firm, company, public or private corporation, association, society, institution, enterprise, governmental agency or other entity.
- 1.8 "Shall" means mandatory; "May" means permissive.
- 1.9 "CBOD" – carbonaceous biochemical oxygen demand which is defined as the quantity of oxygen required to oxidize only the carbonaceous organic matter in five (5) days at 20 degrees C., determined by standard laboratory test procedures and expressed in mg/l.
- 1.10 "Basic User Charge" – the amount to be paid each billing period by all public sewer users for payment of operation and maintenance costs plus replacement of the sewage works.
- 1.11 "mg/l" – means milligrams per liter.
- 1.12 "NPDES Permit" – means any permit or equivalent document to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act.
- 1.13 "Owner" – the titleholder of record of the premise, including, without limitation any or all beneficiaries of any trust holding title to the premises.
- 1.14 "Population Equivalent" – a term used to evaluate the loading of the wastewater system. One population equivalent is 100 gallons of sewage per day, containing 0.17 pounds of CBOD and 0.20 pounds of suspended solids.
- 1.15 "Premises" – any lot or parcel of real property, improved or unimproved, which is in any manner served by a public sewer or a sewer operated, controlled, or maintained by the District, which provides the means for causing sewage to be removed from any part of or improvement upon the real property.
- 1.16 "Public Sewer" – (a) a sewer in which all owners of abutting properties have equal rights of connection and use, and is operated, maintained and controlled by the District; or (b) a sewer owned by a municipality whose sewer system is connected to a sewer operated, maintained, and controlled by the District.
- 1.17 "Replacement Costs" – expenditures for purchasing and installing equipment, accessories, or appurtenances which are necessary during the service life of the sewage works to maintain the capacity and performance for which such works were designed and constructed.
- 1.18 "Residential User" – any user of the sewage works located in a structure that is primarily used as a residence by its occupants.

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- 1.19 “Non-Residential User” – any user of the sewage works located in a structure that is not primarily used as a residence by its occupants, including any incidental residential use.
- 1.20 Sanitary Sewer” – a sewer that conveys sewage and polluted industrial wastes, and to which storm water, surface drainage, ground water or unpolluted wastewater is not intentionally admitted.
- 1.21 “Sewage” – a combination of the wastewater from residential, commercial, industrial and institutional buildings together with such ground water infiltration and surface water inflow that may be in the sewers.
- 1.22 “Sewage Treatment Plant” – an arrangement of devices, structures and processes for the treating and disposing of sewage.
- 1.23 “Sewer” – a pipe or conduit for conveying sewage or any other wastewater, including storm water, surface water and ground water drainage.
- 1.24 “Sewer User Service Charge” – the total amount to be paid each billing period by public sewer users including the basic user charge and a surcharge, if applicable.
- 1.25 “Sewer O&M Fund” – the principal accounting designation for all revenues received in the operation of the sewage works.
- 1.26 “Sewage Works” – all facilities of the District for collecting and pumping sewage and treating sewage and industrial waste in conformity with the District’s NPDES permit and the Federal Act.
- 1.27 “Surcharge” – the amount to be paid each billing period by certain public sewer users in addition to the basic user charge.
- 1.28 “Suspended Solids” – solids that either float on the surface of, or are in suspension in water, sewage, industrial wastes, or other wastewater; the quantity of which is determined by standard laboratory filtering test procedures and referred to as nonfilterable residue expressed in mg/l.
- 1.29 “Useful Life” – the estimated period during which the sewage works will be operated from the date of start-up of any facilities constructed with a State grant.
- 1.30 “User” – the owner of any premises, as well as any person with any possessory interest in the real property or a person directly benefiting from such ownership or possessory interest. A person with a possessory interest shall include, without limitation, a person occupying or using the real estate by tenancy, use and occupancy, license, or adverse possession. A user shall also include any person who acquires possession or control of the premises by or through any judicial or extra-judicial legal proceeding or transaction, including, without limitation, appointment of a receiver, assignment for the benefit of creditors, deed in lieu of foreclosure, or assignment of rents or leases.
- 1.31 “User Class” – the type of user, either “residential” or “non-residential” as defined herein.
- 1.32 “Wastewater” – the wastewater from any residential, commercial, industrial and institutional uses.

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- 1.33 "Billing Period" – the period of time for which a user of the sewerage system is billed by the District. The length of the Billing Period shall be monthly.

SECTION 2 SEWER USER SERVICE CHARGES

- 2.1 There shall be and there are hereby established Sewer User Service Charges for the use of and for the service supplied by the District sewage works which shall consist of a basic user charge for operation and maintenance plus replacement and a surcharge, if applicable.
- 2.1.1 The basic user charge shall be based on the water usage as recorded by approved water meters and/or sewage meters for wastewater having normal concentrations of 200 mg/l of CBOD and 250 mg/l of suspended solids.
- (a) Metered usage shall be read to the lowest even increment of 1,000 gallons.
- (b) Sewer users who obtain any portion of their water service from other than public water supply sources shall install and maintain, at no expense to the District, water meters of a type approved by the District Manager for the purpose of metering the water usage obtained from such other sources.
- (c) Wherever required by the District Manager, sewage metering devices shall be installed and maintained, at no expense to the District, when the volume of wastewater discharged to the public sewer cannot be otherwise determined by use of water meters.
- (d) Metering devices shall not be removed without the consent of the District Manager or written notification has been provided to the Northern Moraine Wastewater Reclamation District seven calendar days prior to the removal of service.
- 2.1.2 The Sewer User Service Charge shall be determined by the amount of revenue funds required to operate and maintain the District sewage works and to provide a depreciation fund for the repair and/or replacement of component parts of said sewage works for each fiscal year.
- 2.1.3 The Sewer User Service Charge to be paid monthly by all sewer users within the corporate limits of the District shall be in accordance within **Exhibit A** as approved by the Northern Moraine Wastewater Reclamation District.
- 2.1.4 The Sewer User Service Charges for each user outside the corporate limits of the District shall include a surcharge of fifty percent (50%) of the basic user charge, to each such user, as if such user were within the corporate limits of the District, except as provided for in a written intergovernmental or special sewer service agreement.
- 2.1.5 A surcharge shall be levied to all sewer users whose wastewater exceed the normal concentrations of 200 mg/l of CBOD and/or 250 mg/l of suspended solids as determined by waste sampling which shall be performed as often as deemed necessary by the District Manager and shall be binding as the basis for computing the surcharge. These surcharges shall be in accordance with

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Exhibit A as approved by the Northern Moraine Wastewater Reclamation District.

2.1.6 Fees for other services such as filing of liens, returned checks and collection of outstanding debits to the District shall be charged in accordance with **Exhibit A**.

2.2 The Sewer User Service Charges shall be reviewed annually by the District's Board of Trustees and revised as appropriate to reflect changes in operation and maintenance costs including replacement costs of the Northern Moraine Wastewater Reclamation District. Adequacy of the Sewer User Service Charges shall be reviewed annually by the certified public accountants for the District in their annual audit report.

2.3 Sewer User Service Charges shall be billed in arrears on a monthly basis to all sewer users. Bills for sewer service shall be mailed or otherwise delivered on or after the first day of the month succeeding the billing period for which the service is provided, and payment shall be due twenty-one (21) days after the date the bill was rendered. If payment of the entire amount of said bill for Sewer User Service Charges is not received by the District on or before the twenty-first (21st) day after the billing date, then a late payment penalty of ten percent (10%) of the unpaid balance of the current bill shall be added thereto and become due and payable.

2.4 Any and all users of the premises shall be jointly and severally liable to pay the Sewer User Service Charge for service to the premises, and service is furnished to the premises by the District only upon the condition that the users are jointly and severally liable therefore to the District. Bills will be mailed to the owners of record of the premises. The District shall not be responsible for forwarding bills to tenants or other persons notwithstanding whether such other persons are users and therefore, are jointly and severally liable.

2.4.1 Except as provided in this sub-paragraph to paragraph 2.4 of this Ordinance, the joint and several liability of any users of the premises shall include all charges due and owed pertaining to such premises regardless of the date that person became a user pursuant to this Ordinance or any preceding ordinance of the District. In the event that any premises are sold, transferred or assigned to another (hereinafter referred to as the "transferee") by any person or entity theretofore responsible for payment of charges (hereinafter referred to as the "transferor"), it shall be the responsibility of both the transferor and the transferee to notify, in writing, the District of the intended transfer no less than five (5) working days prior to the date of the intended transfer of the premises. Upon notification, the District shall render a final prorated billing for such service, prorated to the date of the proposed sale, transfer or assignment, and upon full payment thereof, the transferor shall thereafter be relieved of any further responsibility for such service. In the event that the District is not so notified of such transfer the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter. In the event that the District is not so notified and paid the pro-rated amount calculated to the date of the proposed sale, transfer or assignment prior to such transfer, the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter.

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- 2.5 In the event the Sewer User Service Charges, including any penalty then due, are not paid within thirty (30) days after the date of billing, such charges and penalties shall be deemed and are hereby declared to be delinquent, and thereafter the District may file suit against the delinquent owner or owners to recover the unpaid Sewer User Service Charges as well as any and all court costs and attorney fees incurred by the District in filing such civil suit or costs, including attorneys' fees, incurred in collecting the past due charges. The District may also file a statement of lien claim with the County Recorder of Deeds in the county where the premises are located. This statement of lien claim shall include the legal description of the premises and the amount of the unpaid Sewer User Service Charges as of the date of recording. The recording of the lien itself shall be sufficient to include all additional accruing charges to be included in such lien until the date such lien is released. The District may cause notice of its claim for lien to be sent to any or all known users or other persons with an interest in the premises. The failure of the District to record a lien with the County Recorder of Deeds, or to mail the notice of delinquency and lien to an owner, user or occupant of the premises, or failure of a user to receive such notice shall not affect the right of the District to foreclose the lien for unpaid bills as mentioned in the foregoing section.
- 2.6 Premises subject to the District's lien may be foreclosed upon and sold for nonpayment of charges, and the proceeds shall be applied to pay for the amounts due the District and costs and expenses incurred in the foreclosure, including reasonable attorney fees. The foreclosure proceeding shall be by a bill-in-equity in the name of the District and the District's attorney is authorized and directed without further Board of Trustees approval to institute such proceedings in the name of the District in any court having jurisdiction of such matters against any premises for which the bill has remained unpaid for a period of 60 days.
- 2.7 The Clerk of the District shall receive all revenues from the Sewer User Service Charges and all other funds and moneys incident to the operation of the sewage works as the same may be delivered to the Clerk and deposit the same in the account of the fund designated for the Sewer O&M Revenue Fund. Said Clerk shall administer such fund in every respect in the manner provided in Section 12a of the Sanitary District Act of 1917, 70 ILCS 2405/12a, and all other laws amendatory thereof and supplementary thereto. The Clerk of the District shall report monthly to the Treasurer of the District on all revenues received and expenses incurred such that the Treasurer may report on the finances of the District to the Board of Trustees.
- 2.8 The Sewer User Service Charges shall be paid by any and all users of any premises that actually are or required to be connected to the District's sewage works, whether or not said premises are in fact connected to the District's sewage works, and shall commence on the last day said premises was required to be connected to the system. The fact that any premise is not occupied on a permanent or temporary basis does not negate the obligation to pay Sewer User Service Charges.
- a) In the event the Sewer User Service Charges for any premises are unpaid (delinquent) for 90 days or more past the due date, the District may discontinue sewer service to the premises. In such case, the District may block the flow of sewage from the delinquent premises to the District's sewer main, or physically disconnect the service line from the sewer main. The cost incurred by the District for such disconnection shall be added to the amount due to the District.
- b) Sewer service shall not be restored to any premises whose service is discontinued

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except upon payment to the District of all delinquent Sewer User Service Charges, penalties as well as payment of a new connection fee and connection permit and inspection fee (as is due in the case of original connection to the District's system) at the then current rates. The cost of restoring the physical connection from the disconnected premises to the District's sewer main shall be borne solely by the User.

- c) In lieu of, or in addition to disconnecting sewer service as provided above, the District may obtain the discontinuance of water service to any Premises for which Sewer User Service Charges are unpaid (delinquent) for more than 90 days past the due date, in accordance with the provisions of 70 ILCS 3010/7.

i. Any public or municipal corporation or political subdivision of the State furnishing water service to a premises shall discontinue that service upon receiving written notice from the District that payment of the Sewer User Charges for service to the premises has become delinquent and shall not resume water service until receiving a similar notice that the delinquency has been removed. The District shall not request discontinuation of water service before sending a notice of the delinquency to the sewer User and affording the User an opportunity to be heard. The District shall reimburse the public or municipal corporation or political subdivision of the State for the reasonable cost of the discontinuance and the resumption of water service. The District may contract with any privately owned or public utility for the discontinuance of water service to a premise with respect to which the payment of Sewer User Service Charge has become delinquent. The District shall reimburse the water service provider for any lost water service revenues and the costs of discontinuing water service, and shall indemnify the water service provider for any judgment and related attorney's fees resulting from an action based on any provision of this paragraph.

ii. The User shall be liable to the District for all costs and expenses incurred in shutting off or disconnecting, as well as restoring the User's water or sewer service, which shall be paid to the District before such service(s) are restored. Fees shall be in accordance with fees established in Exhibit A, as approved by the Northern Moraine Wastewater Reclamation District.

SECTION 3 ACCOUNTS

- 3.1 The District shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the Sewer O&M Fund, and at regular annual intervals shall cause to be made an audit of the books to show the receipts and disbursements of said fund by the certified public accountants for the District.
- 3.2 In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewage works including a replacement cost, to indicate that Sewer User Service Charges do in fact comply with this ordinance. In this regard, the financial information to be shown in the audit report shall include the following:

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- 3.2.1 Flow data showing total gallons of wastewater treated for the fiscal year.
- 3.2.2 Billing data to show total number of dollars billed.
- 3.2.3 Debt service for the next succeeding fiscal year.
- 3.2.4 Number of users connected to the sewage works.
- 3.2.5 Number of non-metered users.

SECTION 4 NOTICE OF SEWER USERS SERVICE CHARGES

- 4.1 A copy of this ordinance properly certified by the District Clerk, shall be filed in the Office of the Recorder of Deeds of Lake and McHenry Counties, Illinois, and shall be deemed additional public notice to all persons of the Sewer User Service Charges and fees of the District for sewer service.

SECTION 5 PENALTY

- 5.1 Any person, firm, corporation, association, agent or legal representative violating any of the terms and provisions of this ordinance except for non-payment of Sewer User Service Charges shall be subject to a penalty of not less than \$10 nor more than \$500 for each said violation. Each day the violation continues shall be construed as a separate offense.

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In the event there is a failure to make any payments due and owing under the terms and conditions of this ordinance, the District shall send written notice of demand for payment and thereafter there shall be assessed penalties on all sums due and owing in the amount of ten (10%) percent per month on the unpaid balance of the current bill.

SECTION 6 ACCESS TO RECORDS

- 6.1 The Illinois Environmental Protection Agency or its authorized representative shall have access to the books, documents, papers and records of the District which are applicable to the District system of Sewer User Service Charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the Special and General Sections to the State grant.

SECTION 7 EFFECTIVE DATE OF SEWER USER SERVICE CHARGES

- 7.1 The rates, fees and charges established for sewer user service in Section 2 and Exhibits A shall be effective on the effective date(s) listed in Exhibit A of the ordinance as may be amended from time to time.

SECTION 8 VALIDITY

- 8.1 All ordinances and any parts thereof in conflict with the terms and provisions of this Ordinance are hereby repealed to the extent of such conflict.
- 8.2 If any of the provisions of this Ordinance or the application thereof to any person or circumstance is declared invalid by a Court of competent jurisdiction said partial invalidity shall not affect other provisions or applications of this Ordinance which can

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be given effect without the invalid provision and to this extent the provisions of this Ordinance are declared to be severable.

This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois.

SECTION 9 ORDINANCE IN FORCE

9.1 This Ordinance shall be in full force and effect from and after ~~its passage, approval and publication in the manner provided by law.~~ May 1, 2023. The ~~raterates,~~ charges, ~~and other fees set forth~~ in Exhibit A shall be applicable to the first full billing period following the effective date(s) noted in the Ordinance.

9.2 Passed and adopted by the Board of Trustees of the Northern Moraine Wastewater Reclamation District, Counties of Lake and McHenry, State of Illinois, on this 14th day of January, 2014, 2023 by the following vote:

Ayes: 5

Nays: 0

Abstain: 0

Approved this 14th Day of January 2014, 2023.

Kenneth A. Michaels, Jr., President
Northern Moraine Wastewater Reclamation District

ATTEST:

~~Maria S. Carrera~~ Deborah Martin, Clerk
Northern Moraine Wastewater Reclamation District

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EXHIBIT Ordinance No. 23-

Exhibit A

**NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT,
LAKE AND McHENRY COUNTIES, ILLINOIS**

Effective May 1, 20202023,

Sewer User Service Charges within the District shall be as follows:

\$40.50

1. **\$45.79** per month **per individual residential dwelling unit per connection**. *On May 1, 2021, this charge shall increase to \$41.51. On May 1, 2022, this charge shall increase to \$42.55. On May 1, 2023, this charge shall increase to \$43.61. On May 1, 2024, this charge shall increase to \$44.7049.22.*

2. **\$40.5045.79** per month **per living unit for all apartment units or multiple living units** within the corporate limits of the District. *On May 1, 2021, this charge shall increase to \$41.51. On May 1, 2022, this charge shall increase to \$42.55. On May 1, 2023, this charge shall increase to \$43.61. On May 1, 2024, this charge shall increase to \$44.7049.22.*

3. **\$81.0091.59** per month **for up to 20,000 gallons discharged per month for all non-metered, non-residential users**. *On May 1, 2021, this charge shall increase to \$83.02. On May 1, 2022, this charge shall increase to \$85.10. On May 1, 2023, this charge shall increase to \$87.23. On May 1, 2024, this charge shall increase to \$89.4198.46.*

Such users exceeding 20,000 gallons discharged per month may be required to install a metering device to measure the volume of wastewater discharged and will result in reclassification to metered, non-residential users. Failure to install a required meter will result in a monthly rate of **\$242.99**. *On May 1, 2021, this charge shall increase to \$249.06. On May 1, 2022, this charge shall increase to \$255.29. On May 1, 2023, this charge shall increase to \$261.67.274.75. On May 1, 2024, this charge shall increase to \$268.21295.36.*

4. **\$40.5045.75** per month for **non-metered non-residential users who can consistently demonstrate a low user usage of 10000 gallons or less per month**, as verified by the Northern Moraine Wastewater Reclamation District. *On May 1, 2021, this charge shall increase to \$41.51. On May 1, 2022, this charge shall increase to \$42.55. On May 1, 2023, this charge shall increase to \$43.61. On May 1, 2024, this charge shall increase to \$44.7049.22.*

5. **\$4.0558** per 1,000 gallons of metered usage or a minimum bill of **\$40.5045.80** per month, whichever is greater for all **metered non-residential users**. *On May 1, 2021, this charge shall increase to \$4.1592 per 1,000 gallons of metered usage or a minimum bill of \$41.5149.24 per month, whichever is greater for all metered non-residential users. On May*

1, 2022, this charge shall increase to \$4.25 per 1,000 gallons of metered usage or a minimum bill of \$42.55 per month, whichever is greater for all metered non-residential

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~~users. On May 1, 2023, this charge shall increase to \$4.36 per 1,000 gallons of metered usage or a minimum bill of \$43.61 per month, whichever is greater for all metered non-residential users. On May 1, 2024, this charge shall increase to \$4.47 per 1,000 gallons of metered usage or a minimum bill of \$44.70 per month, whichever is greater for all metered non-residential users.~~

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6. ~~\$1.39.58~~ per pound of CBOD for **discharges exceeding 200 mg/l of CBOD**. ~~On May 1, 2021, this charge shall increase to \$1.42. On May 1, 2022, this charge shall increase to \$1.46. On May 1, 2023, this charge shall increase to \$1.50. On May 1, 2024, this charge shall increase to \$1.5470.~~

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7. ~~\$1.3958~~ per pound of suspended solids for **discharges exceeding 250 mg/l of suspended solids**. ~~On May 1, 2021, this charge shall increase to \$1.42. On May 1, 2022, this charge shall increase to \$1.46. On May 1, 2023, this charge shall increase to \$1.50. On May 1, 2024, this charge shall increase to \$1.5470.~~

8. A discount of \$1.00 per billing period may be applied in cases where paperless billing and payments are used or for billing periods for which prepayment was received to the extent that no bill is issued by the District.

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~~**Fees charged for issuing notices of delinquency, processing water shut off notices, processing service suspensions and/or reinstatements due to delinquency, filing and releasing of liens and returned checks**~~

FEES CHARGED FOR ISSUING NOTICES OF DELINQUENCY, PROCESSING WATER SHUT OFF NOTICES, PROCESSING SERVICE SUSPENSIONS AND/OR REINSTATEMENTS DUE TO DELINQUENCY, FILING AND RELEASING OF LIENS AND RETURNED CHECKS

Fee Schedule:

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For Sewer Users in the Village of Island Lake:	
Issuance of Notice of Delinquency	\$10.00
Issuance of Water Shut off Notice	\$25.00
Village of Island Lake Red Tag Fee	\$50.00
Village of Island Lake Shutoff/Turn On fee	\$100.00
For Sewer Users in the Village of Lakemoor:	
Issuance of Notice of Delinquency	\$10.00
Issuance of Water Shut off Notice	\$25.00
Village of Lakemoor Shutoff/Turn On fee	\$50.00
For Sewer Users in the Village of Port Barrington:	
Issuance of Notice of Delinquency	\$10.00
Issuance of Service Suspension Notice	\$25.00
Issuance of Service Suspension Second Notice	\$60.00
NMWRD Sewer Service Shutoff/Restoration Fee	\$100.00

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For Sewer Users in Unincorporated Areas

Issuance of Notice of Delinquency	\$10.00
Issuance of Service Suspension Notice	\$25.00
Issuance of Service Suspension Second Notice	\$60.00
Issuance of Special Notices-Process Server	\$100.00
Service Suspension via Disconnection	District's Cost

Filing of Liens

Filing and Releasing of Liens in McHenry County	\$136.00
Filing and Releasing of Liens in Lake County	\$150.00
Returned Check Fee	\$20.00

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NORTHERN MORaine **W R D**

AGENDA ITEM # 10H

<u>Meeting Date:</u>	February 14, 2023
<u>Item:</u>	Appointment of District Clerk
<u>Staff Recommendation:</u>	Board Discretion
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Pursuant to the Sanitary District Act of 1917 Section 4, (70 ILCS 2405/4), "...The Board of Trustees immediately after their appointment and at their first meeting in May of each year thereafter, shall elect one of their number as president, one of their number as vice-president and from or outside of their membership a clerk and an assistant clerk. In case of the death, resignation, absence from the State or other disability of the president, the powers, duties and emoluments of the office of the president shall devolve upon the vice-president, until such disability is removed or until a successor to the president is appointed and chosen in the manner provided by this Act. The board may select a treasurer, engineer and attorney for the district, and a board of local improvements..."

Recommendation

It is staff's recommendation that the Board appoint Elisa Fisher as the new District Clerk. Elisa is replacing Debi in this official role and a Board motion to that effect is needed.

Votes Required to Pass

Simple Majority, via a Roll Call vote



Northern Moraine Wastewater Reclamation District

Unpaid Bills

As of February 10, 2023

Type	Date	Num	Due Date	Open Balance
ACE HARDWARE OF LIBERTYVILLE INC				
Bill	01/11/2023	110414/8	02/10/2023	10.79
Bill	01/11/2023	110413/8	02/10/2023	92.60
Bill	01/11/2023	110423/8	02/10/2023	33.80
Bill	02/08/2023	110752/8	03/10/2023	18.84
Bill	02/10/2023	110744/8	03/12/2023	17.98
Total ACE HARDWARE OF LIBERTYVILLE INC				174.01
AEP ENERGY				
Bill	01/20/2023	3014417984 - January	01/20/2023	92.02
Bill	01/20/2023	3014417849 - January	01/20/2023	5,623.98
Bill	01/20/2023	3014417951 - January	01/20/2023	298.10
Bill	01/20/2023	3014418075 - January	01/20/2023	93.42
Bill	01/20/2023	3014417973 - January	01/20/2023	60.58
Bill	01/20/2023	3014418053 - January	01/20/2023	33.92
Bill	01/20/2023	3014418031 - January	01/20/2023	101.20
Bill	01/20/2023	3014417917 - January	01/20/2023	113.54
Bill	01/20/2023	3014417995 - January	01/20/2023	114.23
Bill	01/20/2023	3014417962 - January	01/20/2023	40.26
Bill	01/20/2023	3014418020 - January	01/20/2023	346.09
Bill	01/23/2023	3014417861 - January	01/23/2023	71.33
Bill	01/23/2023	3014418064 - January	01/23/2023	250.17
Bill	01/24/2023	3014417883 - January	01/24/2023	61.14
Bill	01/24/2023	3014417939 - January	01/24/2023	62.67
Bill	01/24/2023	3014417850 - January	01/24/2023	66.48
Bill	01/24/2023	3014417928 - January	01/24/2023	122.53
Bill	01/24/2023	3014417906 - January	01/24/2023	441.76
Bill	01/24/2023	3014417940 - January	01/24/2023	143.96
Bill	01/24/2023	3014417894 - January	01/24/2023	42.99
Bill	01/25/2023	3014418042 - January	01/25/2023	379.25
Bill	01/26/2023	3014418086 - January	01/26/2023	132.61
Bill	02/01/2023	3014417872 - January	02/01/2023	85.49
Total AEP ENERGY				8,777.72
AFR MANAGEMENT, LLC				
Bill	12/08/2022	00555	01/07/2023	1,458.11
Total AFR MANAGEMENT, LLC				1,458.11
AMAZON CAPITAL SERVICES				
Bill	01/13/2023	13TT-JFQK-6M1K	02/12/2023	47.70
Bill	01/14/2023	1GYF-KW4L-DTJH	02/13/2023	825.66
Bill	01/15/2023	1XNY-MCW4-K3HM	02/14/2023	263.94
Bill	01/18/2023	1MQP-VY1F-DXG3	02/17/2023	33.32
Bill	01/18/2023	1QPD-XLX4-D4WT	02/17/2023	56.52
Bill	01/18/2023	11TQ-31GT-DGHC	02/17/2023	499.00
Bill	01/18/2023	1M9P-PHFF-D3RG	02/17/2023	42.04
Bill	01/21/2023	1HDG-XKWC-DH6Y	02/20/2023	12.98
Bill	01/22/2023	1PH3-LN1X-J7JT	02/21/2023	119.99
Bill	01/24/2023	1JGG-XFQK-33L1	02/23/2023	23.99
Bill	01/24/2023	17GT-4XMV-7GP4	02/23/2023	26.67
Bill	01/26/2023	1RP9-6GJ4-GC4W	02/25/2023	92.73
Bill	02/01/2023	1GTP-NMDV-33PL	03/03/2023	279.98
Bill	02/04/2023	1FQK-9WNX-F71G	03/06/2023	225.18
Bill	02/06/2023	1VXL-7LC1-1644	03/08/2023	39.96
Bill	02/07/2023	1TCK-LFGN-1L1V	03/09/2023	76.95
Total AMAZON CAPITAL SERVICES				2,666.61
AUTOMATION SERVICE & DESIGN, INC.				
Bill	05/01/2022	2792	05/31/2022	1,700.00
Bill	05/01/2022	2828	05/31/2022	340.00
Bill	05/01/2022	2810	05/31/2022	510.00
Bill	05/01/2022	2811	05/31/2022	680.00
Bill	05/01/2022	2837	05/31/2022	390.00
Total AUTOMATION SERVICE & DESIGN, INC.				3,620.00

Northern Moraine Wastewater Reclamation District
Unpaid Bills
As of February 10, 2023

Type	Date	Num	Due Date	Open Balance
BITSPEED CONSULTING, INC				
Bill	01/31/2023	11986	03/02/2023	508.00
Total BITSPEED CONSULTING, INC				508.00
BLUECROSS BLUESHIELD OF ILLINOIS				
Bill	01/30/2023	February Statement	01/30/2023	56.58
Total BLUECROSS BLUESHIELD OF ILLINOIS				56.58
BP				
Bill	02/04/2023	63767979	02/04/2023	758.76
Total BP				758.76
CENTRISYS CORPORATION				
Bill	01/19/2023	PSI-30322	01/19/2023	1,805.00
Bill	01/26/2023	PSI-30350	01/26/2023	7,814.07
Total CENTRISYS CORPORATION				9,619.07
COM ED				
Bill	01/27/2023	5798009010	03/28/2023	393.10
Total COM ED				393.10
COMCAST CABLE				
Bill	01/28/2023	February '23 Charges	01/28/2023	347.50
Total COMCAST CABLE				347.50
CONTINENTAL UTILITY SOLUTIONS, INC.				
Bill	12/13/2022	U32664	01/12/2023	22,520.00
Total CONTINENTAL UTILITY SOLUTIONS, INC.				22,520.00
COVALEN				
Bill	01/24/2023	76452	01/24/2023	1,829.23
Bill	01/31/2023	76521	01/31/2023	656.00
Total COVALEN				2,485.23
DAHME MECHANICAL INDUSTRIES, INC				
Bill	01/31/2023	20230031	01/31/2023	32,169.00
Total DAHME MECHANICAL INDUSTRIES, INC				32,169.00
DEBORAH MARTIN				
Bill	02/01/2023	REIMBURSEMENT	02/01/2023	82.64
Total DEBORAH MARTIN				82.64
ED'S RENTAL & SALES, INC				
Bill	01/26/2023	380591-2	01/26/2023	431.25
Total ED'S RENTAL & SALES, INC				431.25
FILIPPINI LAW FIRM, LLP				
Bill	02/05/2023	22032	03/07/2023	6,611.50
Total FILIPPINI LAW FIRM, LLP				6,611.50
GACRUX				
Bill	02/01/2023	2673	03/03/2023	600.00
Total GACRUX				600.00
HYDROTEX				
Bill	01/31/2023	495808	03/02/2023	469.95
Total HYDROTEX				469.95
ILLINOIS PUBLIC RISK FUND				

Northern Moraine Wastewater Reclamation District
Unpaid Bills
As of February 10, 2023

Type	Date	Num	Due Date	Open Balance
Bill	02/02/2023	84176	02/02/2023	4,143.00
Total ILLINOIS PUBLIC RISK FUND				4,143.00
ISOLVED BENEFIT SERVICES				
Bill	02/09/2023	1126010272	02/09/2023	82.69
Total ISOLVED BENEFIT SERVICES				82.69
JULIE, INC				
Bill	01/06/2023	2023-1297	01/06/2023	2,424.68
Total JULIE, INC				2,424.68
LEE JENSEN SALES CO INC				
Bill	01/17/2023	0019698-00	01/17/2023	590.00
Bill	01/26/2023	0009573-01	01/26/2023	400.00
Total LEE JENSEN SALES CO INC				990.00
MAC STRATEGIES GROUP, INC.				
Bill	02/08/2023	4330	02/08/2023	2,000.00
Total MAC STRATEGIES GROUP, INC.				2,000.00
MANUSOS GENERAL CONTRACTING INC.				
Bill	01/23/2023	6568	02/22/2023	5,400.00
Total MANUSOS GENERAL CONTRACTING INC.				5,400.00
MCHENRY COUNTY RECORDER OF DEEDS				
Bill	02/07/2023	2023-Q2	03/09/2023	275.00
Total MCHENRY COUNTY RECORDER OF DEEDS				275.00
MCMASTER CARR				
Bill	01/18/2023	91262722	02/17/2023	106.46
Total MCMASTER CARR				106.46
MENARDS - FOX LAKE				
Bill	01/05/2023	35734	02/04/2023	358.74
Bill	01/05/2023	35736	02/04/2023	144.35
Bill	01/06/2023	35806	02/05/2023	39.06
Bill	01/23/2023	36936	02/22/2023	74.69
Bill	01/24/2023	37035	02/23/2023	30.40
Bill	01/25/2023	37090	02/24/2023	33.95
Total MENARDS - FOX LAKE				681.19
MILWAUKEE CDL INSTITUTE				
Bill	01/13/2023	16687	02/12/2023	2,899.00
Total MILWAUKEE CDL INSTITUTE				2,899.00
MOHAMMED HAQUE				
Bill	01/30/2023	REIMBURSEMENT	01/30/2023	110.00
Bill	02/02/2023	REIMBURSEMENT	02/02/2023	506.99
Total MOHAMMED HAQUE				616.99
MS. ELISA FISHER				
Bill	01/31/2023	REIMBURSEMENT	01/31/2023	20.31
Total MS. ELISA FISHER				20.31
MUNICIPAL BACKFLOW LLC				
Bill	01/19/2023	48416	01/19/2023	150.00
Total MUNICIPAL BACKFLOW LLC				150.00
NICOR GAS				
Bill	01/09/2023	26-09-37-2242 4	01/09/2023	55.73

Northern Moraine Wastewater Reclamation District

Unpaid Bills

As of February 10, 2023

Type	Date	Num	Due Date	Open Balance
Bill	01/09/2023	62-73-07-1850 9	01/09/2023	59.46
Bill	01/09/2023	06-95-15-4737 8	01/09/2023	56.97
Bill	01/09/2023	90-41-47-7663 4	01/09/2023	56.97
Bill	01/09/2023	98-82-31-4996 2	01/09/2023	55.73
Bill	01/09/2023	21-77-74-2310 0	01/09/2023	58.21
Bill	01/09/2023	72-82-83-8859 4	01/09/2023	69.28
Bill	01/09/2023	30-46-28-2620 4	01/09/2023	61.97
Bill	01/10/2023	70-47-05-5332 5	01/10/2023	57.06
Bill	01/10/2023	57-99-22-5907 7	01/10/2023	54.62
Bill	01/10/2023	75-94-15-2793 1	01/10/2023	181.87
Bill	01/10/2023	39-25-08-9552 9	01/10/2023	1,408.75
Bill	01/10/2023	76-86-41-7910 6	01/10/2023	173.02
Bill	01/10/2023	46-37-08-7812 9	01/10/2023	321.33
Bill	01/11/2023	56-12-21-8263 9	01/11/2023	67.98
Bill	01/11/2023	35-71-67-6191 7	01/11/2023	56.50
Bill	01/12/2023	46-90-35-4491 7	01/12/2023	169.76
Total NICOR GAS				2,965.21
NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH				
Bill	12/30/2022	535779	12/30/2022	85.00
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH				85.00
OLSON SERVICE CO				
Bill	01/26/2023	0855923	01/26/2023	3,653.05
Bill	01/30/2023	0855958	01/30/2023	1,000.00
Total OLSON SERVICE CO				4,653.05
PACE ANALYTICAL SERVICES				
Bill	01/23/2023	I9543931	02/22/2023	186.20
Total PACE ANALYTICAL SERVICES				186.20
PIPER ELECTRIC, INC.				
Bill	02/07/2023	1ST PAYMENT REQ	02/07/2023	44,222.07
Total PIPER ELECTRIC, INC.				44,222.07
SHAW MEDIA				
Bill	01/31/2023	012310002435	03/02/2023	82.50
Total SHAW MEDIA				82.50
SPRAYING SYSTEMS CO.				
Bill	02/09/2023	RE40961	03/11/2023	814.00
Total SPRAYING SYSTEMS CO.				814.00
THINK INK, INC.				
Bill	01/12/2023	2201300	01/12/2023	44.64
Total THINK INK, INC.				44.64
THIRD MILLENNIUM ASSOCIATES INC				
Bill	01/31/2023	28665	01/31/2023	560.66
Total THIRD MILLENNIUM ASSOCIATES INC				560.66
TRINE CONSTRUCTION CORP.				
Bill	02/09/2023	9TH PAYMENT REQ	02/09/2023	931,257.56
Total TRINE CONSTRUCTION CORP.				931,257.56
TROTTER AND ASSOCIATES, INC				
Bill	12/31/2022	21088	12/31/2022	3,320.75
Bill	12/31/2022	21094	12/31/2022	487.50
Bill	12/31/2022	21144	12/31/2022	35,840.25
Bill	12/31/2022	21091	12/31/2022	10,591.00
Bill	12/31/2022	21090	12/31/2022	821.75
Bill	12/31/2022	21089	12/31/2022	6,168.25

Northern Moraine Wastewater Reclamation District
Unpaid Bills
As of February 10, 2023

Type	Date	Num	Due Date	Open Balance
Bill	12/31/2022	21092	12/31/2022	86.50
Bill	12/31/2022	21093	12/31/2022	4,509.08
Total TROTTER AND ASSOCIATES, INC				61,825.08
TRYON GOVERNMENTAL CONSULTING				
Bill	02/07/2023	1370	03/09/2023	3,000.00
Total TRYON GOVERNMENTAL CONSULTING				3,000.00
UNITED RENTALS (NORTH AMERICA), INC.				
Bill	01/24/2023	215051735-002	02/23/2023	10,278.91
Total UNITED RENTALS (NORTH AMERICA), INC.				10,278.91
USA BLUEBOOK				
Bill	01/09/2023	227039	02/08/2023	152.81
Bill	01/13/2023	234003	02/12/2023	78.54
Bill	01/13/2023	233934	02/12/2023	707.51
Bill	01/18/2023	238626	02/17/2023	2,051.28
Bill	01/25/2023	246934	02/24/2023	301.02
Bill	02/02/2023	256028	03/04/2023	198.02
Bill	02/06/2023	258971	03/08/2023	545.47
Bill	02/06/2023	258657	03/08/2023	685.52
Bill	02/07/2023	260392	03/09/2023	166.70
Total USA BLUEBOOK				4,886.87
VERIZON				
Bill	01/18/2023	9925624308	02/17/2023	1,312.09
Total VERIZON				1,312.09
VIKING CHEMICAL COMPANY				
Bill	01/18/2023	140592	02/17/2023	1,402.50
Total VIKING CHEMICAL COMPANY				1,402.50
WASTE MANAGEMENT				
Bill	01/05/2023	3761757-2013-9	01/05/2023	427.99
Bill	02/03/2023	7127195-2013-2	03/05/2023	428.57
Total WASTE MANAGEMENT				856.56
WAUCONDA CAR WASH				
Bill	12/31/2022	101859	12/31/2022	35.99
Total WAUCONDA CAR WASH				35.99
WEIDNER'S SEPTIC SERVICE, INC				
Bill	01/18/2023	2022-97	01/18/2023	450.00
Total WEIDNER'S SEPTIC SERVICE, INC				450.00
TOTAL				1,182,457.24