

## **AGENDA REGULAR MEETING** 7:30 P.M. - November 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 October 10, 2023
  - b. Decennial Committee Meeting Minutes September 12, 2023
- 5. TREASURER'S REPORT
- 6. MANAGER'S REPORT
  - a. Operations Report
  - b. Engineering Report
  - c. Delinquent Accounts Report
  - d. Mid-Year Fiscal Report and Project Adjustments
- 7. TRUSTEE REPORTS
- 8. LEGAL BUSINESS
- 9. OLD BUSINESS

## 10. NEW BUSINESS

- a. Approve Change Orders #2-4 for the Control Building Electrical Upgrades
- b. Approve Pay Request #17 by Trine Construction for the Holiday Hills Project
- c. Adoption of the 2023-2024 Tax Levy Ordinance
- d. Approve Workers Compensation and Flood Insurance Policy Renewal
- Approve Health Insurance Policy Renewal
- Approve Pay Request #5 and Change Order #3 for the Lakemoor Lift Station Upgrades
- Approve Agreement for CDBG Grant for Holiday Hills Phase 2
- Approve Resolution on Connection Fees

## 11. MISCELLANEOUS CORRESPONDENCE

a. MCCG Annual Holiday Dinner - Boulder Ridge Country Club - Wednesday, December 13, 2023

## 12. APPROVAL OF BILLS

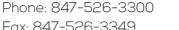
## 13. OTHER BUSINESS

- a. Executive Session Pending Litigation, Personnel, if needed
- b. District Manager Contract

Posted to www.nmwrd.org - November 10, 2023









## Northern Moraine Wastewater Reclamation District

113 Timber Trail, Island Lake, Illinois 60042

## REGULAR MEETING MINUTES

October 10, 2023

Present in person: <u>Trustees:</u> Timothy Brunn, Ken Michaels, John Ragland, Caretina Tellez, Donald Ashley <u>District Manager:</u> Mohammed Haque; <u>District Clerk:</u> Elisa Fisher; <u>PT Clerk:</u> Mary Granado

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 Donald Ashley – Present Ken Michaels – Present

- 2. PLEDGE OF ALLEGIANCE:
- 3. PUBLIC COMMENTS: None

## 4. PRESENTATION & APPROVAL OF MINUTES:

a. Regular Meeting, September 12, 2023

Motion by Trustee Brunn to approve the Regular Meeting minutes of September 12, 2023, as presented. 2nd by Trustee Ashley

5 ayes 0 nays 0 absent

## **MOTION CARRIED**

## 5. TREASURER'S REPORT:

a. Approval of the Monthly Treasurer's Report for month ending August 31, 2023

The Treasurer's Report was presented by Trustee Tellez.

Motion by Trustee Ragland to approve the Treasurer's Report for the month ending August 31, 2023, as presented.

2nd by Trustee Brunn

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Donald Ashley – Aye Ken Michaels – Aye

5 ayes 0 nays 0 absent

**MOTION CARRIED** 



## Northern Moraine Wastewater Reclamation District Regular Meeting Minutes October 10, 2023

- **6. MANAGER'S REPORT:** District Manager Haque introduced the new part-time Office Clerk, Mary Granado. He stated that she is working three full days a week and has been a great addition to the office. District Manager Haque stated that he is still working with the Village of Lakemoor to get the first loan payment. Trustee Ragland asked about the Public Access Counselor and the FOIA that was reviewed by them. District Manager Haque stated that the Public Access Counselor reviewed Mr. Saville's FOIA compliant and ruled in favor of the District. District Manager Haque also advised that he included a write-up in his report regarding the improvements that need to be made to the District's office. Trustee Ashley asked why the Port Barrington lift station electricity bill was higher than the others. District Manager Haque stated that this was due to having bigger pumps and due to piggy backing of certain lift stations.
- **7. TRUSTEE REPORTS:** Donald Ashley's reported that his position with the Village of Port Barrington has been relinquished.
- 8. LEGAL BUSINESS: None
- 9. OLD BUSINESS: None

#### **10. NEW BUSINESS:**

a. <u>Approve Annual Treasurer's Report and Authorization to Make the Report Available</u>
Motion by Trustee Ragland to approve the Annual Treasurer's Report for the fiscal year ending on April 30, 2023, and authorize the District Clerk to make the report available pursuant to State Statutes.

2nd by Trustee Brunn

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Donald Ashley – Aye Ken Michaels – Aye

5 ayes 0 nays 0 absent MOTION CARRIED

b. <u>Approve Pay Request #4 and Change Order #2 for the Lakemoor Lift Station Upgrades</u>
Motion by Trustee Brunn to approve Pay Request #4 to Boller Construction in the amount of \$87,411.03 and approve Change Order #2 for the Lakemoor Lift Station Modifications Project.

2nd by Trustee Ashley

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Donald Ashley – Aye Ken Michaels – Aye

5 ayes 0 nays 0 absent

## **MOTION CARRIED**

## c. Approve District Insurance Policy Renewals

Motion by Trustee Ragland to enter into policy agreements with Illinois Counties Risk Management Trust for Property, Liability, Automobile, Crime and Inland Marine Coverage for an amount of \$44,050 from December 1, 2023 to December 1, 2024; CFC Underwriting / Lloyds for Cyber Liability Coverage for an amount of \$3,509 from December 1, 2023 to December 1, 2024; and Assured Partners for an Agency Fee of \$8,000 from December 1, 2023 to December 1, 2024, and to authorize the District Manager to execute agreements to bind coverage. 2nd by Trustee Brunn



## Northern Moraine Wastewater Reclamation District Regular Meeting Minutes October 10, 2023

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Donald Ashley – Aye Ken Michaels – Aye

5 ayes 0 nays 0 absent

#### **MOTION CARRIED**

## d. Approve Employee Dental and Life Insurance Policy Renewals

Motion by Trustee Brunn to Authorize the District Manager to execute enrollment documents for employee life insurance and accidental death & dismemberment coverage with BlueCross BlueShield of Illinois for the one year period beginning December 1, 2023 with a renewal rate of \$0.28 per \$1,000 and \$0.03 per \$1,000 respectively, and for employee self-paid dental insurance coverage with Delta Dental for the one year period beginning December 1, 2023 with a monthly premium of \$43.36 for single coverage, \$86.73 for single +1 coverage and \$118.82 for family coverage, based on the employee's selected policy and to authorize the District Manager to approve additional premium fees of up to 10% due to personnel changes during the coverage period.

2<sup>nd</sup> by Trustee Ragland

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Donald Ashley – Aye Ken Michaels – Aye

5 ayes 0 nays 0 absent

## **MOTION CARRIED**

#### 11. MISCELLANEOUS CORRESPONDENCE:

a. MCCG Membership Meeting – Galati's Hideaway, Cary, IL – Wednesday, October 25, 2023

#### 12. APPROVAL OF BILLS

Motion by Trustee Brunn to approve payment of bills for October 10, 2023, as presented, in the amount of \$282,718.44.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Donald Ashley – Aye Ken Michaels – Aye

5 ayes 0 nays 0 absent

#### **MOTION CARRIED**

## 13. OTHER BUSINESS: None

### **ADJOURNMENT**

Motion by Mr. Brunn to adjourn the meeting at 7:48 p.m. Unanimously approved on a voice vote



# Decennial Committee Meeting Northern Moraine Wastewater Reclamation District

September 12, 2023 – 6:30 p.m.

## **Meeting Minutes – Draft**

## 1. Attendees and Introductions

- Kenneth A Michaels, Jr. District President (Chairperson of the Committee)
- o John R. Ragland, District Trustee
- o Timothy R. Brunn, District Trustee
- o Caretina Tellez, District Trustee
- Donald Ashley, District Trustee
- Mohammed Haque, District Manager
- o Joe Lapastora, District Director of Operations
- Jeff Giles, Village of Holiday Hills President
- o Todd Weihofen, Village of Lakemoor Administrator
- John Grothendick, Village of Port Barrington Trustee
- Richard McLaughlin, Village of Island Lake President
- o Trotter and Associates Scott Trotter, Lindsay Muth, Irena Hix
- The attendees introduced themselves and provided background about themselves and who they represent on the Committee. Kenneth A Michaels, Jr, Caretina Tellez, Jeff Giles and John Grothendick were not in attendance.

## **2. Decennial Committee** (See Flyer and Memo)

- About the District
  - District was established in 1978 under the 1917 Sanitary District Act and is regulated by the Illinois EPA.
  - The District is a regional wastewater treatment agency that treats wastewater for 4 communities: Island Lake, Port Barrington, Lakemoor, and Holiday Hills.
  - The District is a separate governmental agency with a board of 5 trustees that are appointed by the Illinois General Assembly.
  - The current treatment plant is designed to treat an average of 2.0 million gallons per day with a design maximum capable of treating 5 million gallons of wastewater during peak flow. Our staff maintains and operates our 36-









acre treatment facility, 23 pump stations and 77 miles of sanitary sewer mains.

### Mission and Vision

- The mission of the District is to protect public health and preserve the environment by reclaiming precious water and other resources through providing wastewater collection and treatment services to communities and residents within the service area.
- The District's goal is to maintain a sustainable municipal wastewater utility
  while expanding service to those communities and residents within the
  service area in a cost effective and environmentally sound manner, while
  minimizing social impacts.
- Decennial Committee Responsibilities
  - Study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements and interrelationships with other governmental units and the state;
    - Governing Statute The Sanitary District Act of 1917
    - District Ordinances: <a href="http://www.nmwrd.org/forms-and-documents/">http://www.nmwrd.org/forms-and-documents/</a>
    - Intergovernmental Agreements and Interrelationships –Discussion
  - Collect data, research and analysis as necessary to prepare a report that summarizes the committee's work, findings and recommendations with respect to increased accountability and efficiency; and,
  - Provide a report to the county board in which the governmental unit is located no later than 18 months after the formation of the committee
- o Committee Goals
  - Review lines of communication with other governmental units
    - Types of Communications
      - Map of Communications (similar to an organizational chart)
        - o Include email addresses, phone numbers
  - Develop a process for increased cooperation on future development
  - Review District's objective for continuation of service
  - Review District's responsibility for extension of service
  - Review District's policy regarding establishment of rates
  - Discuss collaboration with regard to Public Communications









- Build a map that shows communication between relevant parties
- Communities to send organizational charts with email and phone numbers
- Mapped with school district, fire department, etc
- The Decennial Committee's goals were discussed, and Scott requested the Committee members think about other goals and share next meeting.

## 3. Facility Plan Update

- Community Needs
  - Review Comprehensive Land Use Plans with District and Village staff to develop population projections.
  - Review relevant water billing and wastewater data to determine current population projections and usage
  - Gain concurrence on the current, 20-year and buildout population projections.
  - Summarize and document the projections and backup information.
    - It was noted by Scott that this section implies that there must be communication in regard to ensuring proper capacity. Long term projections allow TAI to assess the useful life of the District's major equipment and indicate how it will be paid for within a timeline. Scott also noted it allows the District to plan for an expansion, when it is needed.
- Recommendations and Implementation
  - Prepare a summarization of recommendations and financial impacts as outlined in the previous sections.
  - Provide recommendations for user rates adjustments based on the operational and debt service estimates.
  - Provide recommendation for Connection Fees based on the cost of development for replacement of conveyance and/or treatment capacity.
  - Executive Summaries will be provided to the Village's at time of report finalization which will include conclusions and comments related to findings. We will include user fee recommendations (updated).
    - It was noted by Scott that Connection Fees and User Rates are two ways to repay loans or provide funding for capital projects/future expansion. Operational and Maintenance costs as well as Capital costs will be considered in this section of the Facility Plan.

Section #1
Introduction and Background

Section #2
Community Needs

Section #3
Collection System

Section #4 Lift Stations

Section #5
Wastewater Treatment Plant

Section #6
Alternatives Analysis

Section #7
Implementation Plan

Section #8
Environmental Impacts

Section #9
Recommendations







## 4. Documentation

- See attached Facility Plan Update RFI for detailed documentation request
  - Mayor Richard McLaughlin (Island Lake) noted he will be attending annexation meetings soon and mentioned that Walnut Glen has another 30 acres for development, as well as Prairie Woods (east of Walnut Glen). It was noted by the District that the lift station is already sized properly, but may need a third pump.
  - Todd Weihofen (Lakemoor) noted he will compile a build out list in the next month or so.
  - It was noted by Scott that documentation should contain timelines for new development.
- Comprehensive Land Use Plans
- **Zoning Maps**

## 5. Work Sessions

Scheduling potential extra Development Meetings with Island Lake, Port Barrington, Lakemoor, and Holiday Hills for review of Land Use Plans and Zoning/Land Use Maps

## **6.** Future Meeting Dates – $\frac{10/10/23}{4}$ and $\frac{11}{14/23}$ and $\frac{01}{24}$ @ 6:30 PM

It was noted it may be more beneficial to wait to have individual meetings regarding future development (with each Village) prior to the second official Decennial Committee meeting. Scott recommended waiting until November for the next Decennial Committee Meeting to complete these action items. The next Decennial Committee meetings are 11/14/2023 and prior to the January 2024 District board meeting.

## 7. Action Items

- Villages of Island Lake, Lakemoor, Port Barrington, and Holiday Hills Provide TAI and the District with future development information within the next month.
- TAI Schedule individual future development meetings between TAI, the District, and each Village.







8:50 AM Accrual Basis

# Northern Moraine WRD Treasurer Report

As of September 30, 2023

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
1015 · Cash on Hand	500.00
1016 · Chase - Checking	1,787,533.20
1018 · Chase - Savings	191,952.47
1020 · Blackhawk Checking	1,529,583.84
1060 · IL Epay Funds	28,628.96
Total Checking/Savings	3,538,198.47

Kenneth A. Michaels, Jr President	Date
Caretina Tellez - Treasurer	Date

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

# Northern Moraine WRD Profit & Loss Budget vs. Actual

May 1, 2023 through September 30, 2023

	May '22 - Mar 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income	0.00	0.00	0.00	0.00/
2640 · Bond Proceeds 4010 · Property Tax Income	0.00 91,114.66	0.00 88,240.00	0.00 2,874.66	0.0% 103.3%
4090 · Replacement Tax Income	3,520.80	2,150.00	1,370.80	163.8%
4300 · Sewer Permit Income	4,000.00	1,400.00	2,600.00	285.7%
4500 · Sewer Usage Income 4510 · Connection Fees	2,659,090.07 440,619.00	2,839,790.00 337,624.00	(180,699.93) 102,995.00	93.6% 130.5%
4520 · Penalty Income	89,139.25	59,150.00	29,989.25	150.7%
4600 · Refund Income	0.00	500.00	(500.00)	0.0%
4700 · Reimbursement Income	0.00	0.00	0.00 663.73	0.0%
4730 · Interest Income 4900 · Miscellaneous Income	1,663.73 1,219.39	1,000.00 100.00	1,119.39	166.4% 1,219.4%
4910 · Hauled Waste Income	93,042.70	63,950.00	29,092.70	145.5%
4930 · Engin. & Legal Rev. Fees	9,295.40	5,000.00	4,295.40	185.9%
Total Income Gross Profit	3,392,705.00	3,398,904.00	(6,199.00)	99.8%
Expense	5,552,155.55	2,222,22	(=,:====,	
5000 · Salaries	851,320.55	865,250.00	(13,929.45)	98.4%
5010 · Payroll Tax Expense	58,955.58	64,910.00	(5,954.42)	90.8% 97.6%
5020 · Payroll Expenses-other 5030 · Employee Insurance	878.07 184,984.34	900.00 180,800.00	(21.93) 4,184.34	102.3%
5040 · Trainings & Seminars	21,516.22	10,600.00	10,916.22	203.0%
5050 · Clothing Allowance	1,505.69	2,800.00	(1,294.31)	53.8%
5060 · IMRF Employer Contribution Exp. 5110 · Maintenance-Buildings	62,324.01 28,256.49	67,440.00 20,500.00	(5,115.99) 7,756.49	92.4% 137.8%
5110 · Maintenance-Buildings 5120 · Maintenance-Vehicles	28,256.49 2,589.53	20,500.00 11,000.00	(8,410.47)	23.5%
5130 · Maintenance-Equipment	22,549.53	20,000.00	2,549.53	112.7%
5140 · Maintenance-Utility System	36,744.27	68,000.00	(31,255.73)	54.0%
5150 · Maintenance Supplies	15.99 42,230.47	3,000.00	(2,984.01) 12,230.47	0.5% 140.8%
5160 · Sludge Hauling 5210 · Operating Supplies	42,230.47 5,557.14	30,000.00 8,000.00	(2,442.86)	69.5%
5220 · Motor Fuel & Lube	16,293.59	14,000.00	2,293.59	116.4%
5230 · Vehicle Supplies	100.21	600.00	(499.79)	16.7%
5240 · Lab Supplies	22,540.10 984.95	12,000.00 2,000.00	10,540.10 (1,015.05)	187.8% 49.2%
5245 · Miscellaneous Equipment 5250 · Small Tools	753.23	1,200.00	(446.77)	62.8%
5255 · Chemicals Expense	71,559.33	95,000.00	(23,440.67)	75.3%
5260 · Safety Equipment	10,409.60	10,500.00	(90.40)	99.1%
5320 · General Insurance	88,284.00	84,335.00	3,949.00	104.7% 93.5%
5330 · Telephone Expense 5360 · Utilities	33,761.70 120,397.44	36,090.00 160,500.00	(2,328.30) (40,102.56)	75.0%
5361 · Security System	11,480.96	11,700.00	(219.04)	98.1%
5380 · Rentals	86.25	1,100.00	(1,013.75)	7.8%
5390 · Travel Expense 5410 · Software Support	4,907.17 34,138.55	3,000.00 49,470.00	1,907.17 (15,331.45)	163.6% 69.0%
5420 · Accounting Service	11,723.00	8,600.00	3,123.00	136.3%
5430 · Professional Lab Testing	13,403.28	8,000.00	5,403.28	167.5%
5435 · Julie Locate Expense	3,010.55	3,500.00	(489.45)	86.0%
5440 · Engineering Services 5450 · Legal Expenses	0.00 67,407.00	6,000.00 61,500.00	(6,000.00) 5,907.00	0.0% 109.6%
5460 · Permit Fees	18,000.00	18,000.00	0.00	100.0%
5480 · Other Professional Services	110,595.79	104,800.00	5,795.79	105.5%
5510 · Office Supplies	12,676.94	7,000.00	5,676.94	181.1%
5520 · Postage 5530 · Website Expense	27,937.79 259.98	25,000.00 2,000.00	2,937.79 (1,740.02)	111.8% 13.0%
5540 · Printing & Publishing	13,458.09	9,300.00	4,158.09	144.7%
5550 · Publications & Subscriptions	307.99	200.00	107.99	154.0%
5560 · Membership Dues	4,304.99	4,860.00	(555.01)	88.6%
5630 · Bank Service Charges 5640 · Interest Expense	13,594.74 59,709.52	13,800.00 67,872.00	(205.26) (8,162.48)	98.5% 88.0%
5710 · Miscellaneous Expense	603.23	500.00	103.23	120.6%
5810 · Refunds	0.00	100.00	(100.00)	0.0%
Total Expense	2,092,117.85	2,175,727.00	(83,609.15)	96.2%
Net Ordinary Income	1,300,587.15	1,223,177.00	77,410.15	106.3%
Other Income/Expense Other Income				
4810 · Bond Proceeds & Interest 4995 · Grants & Contributions	2,965,077.60 3,816,770.40	11,598,572.00 4,095,600.00	(8,633,494.40) (278,829.60)	25.6% 93.2%
Total Other Income	6,781,848.00	15,694,172.00	(8,912,324.00)	43.2%
Other Expense	-,,5 10.00	.,,	(-/,-2)	.5.270
6010 · Office Equipment over \$500	5,801.51	6,000.00	(198.49)	96.7%
6030 · Capitalized Treatment Upgrade	7,128,555.50	14,918,802.00	(7,790,246.50)	47.8%
6040 · Bond Principal Payable 6070 · Building Improvements	400,000.00 1,031.00	390,000.00 9,000.00	10,000.00 (7,969.00)	102.6% 11.5%
Total Other Expense	7,535,388.01	15,323,802.00	(7,788,413.99)	49.2%
Net Other Income	(753,540.01)	370,370.00	(1,123,910.01)	(203.5)%
Net Income	547,047.14	1,593,547.00	(1,046,499.86)	34.3%

## NMWRD Escrow Account(s) Summary rev. November 7th, 2023



Project	Village	Developer	Escrow Start	Total Funding	Draws	Balance as of Nov 7th	Notes
Lakemoor Commons Lot 5B (Rainbow Cone)	LM	The Buona Companies LLC	5/5/2022	\$ 5,800.00	4	\$ 1,032.00	Account Current
Beech Street Senior Lofts	IL	Lincoln Avenue Capital	2/13/2023	\$ 5,000.00	2	\$ 1,740.00	Account Current
Advocate Outpatient Center	LM	Advocate Aurora Health Inc.	4/17/2023	\$ 2,500.00	3	\$ 781.00	Account Current
NOBO Provisioning Center	LM	BA/MA Lakemoor Property LLC	7/5/2023	\$ 2,500.00	2	\$ 1,237.00	Account Current
Kelley's Market	IL	Arc Design Resources, Inc.	10/27/2023	\$ 2,500.00	0	\$ 2,500.00	Account Current

Total Funding for All Escrow Accounts to Date	\$ 63.883.91
**Since District re-established Escrow accounts in 2019.	3 03,863.31

## **NMWRD Sewer Connection Permit Tracking**

## **Darrell Road Special Connection Fee Collections**

\*Special Connection Fees Ordinance approved February 2020



	Permits Issued	Amount Paid
2020 Permits	14	\$ 45,472.00
2021 Permits	21	\$ 139,200.00
2022 Permits	50	\$ 171,216.00
2023 Permits	26	\$ 238,236.80
Total	111	\$ 594,124.80

Permit Date	Address	City	Subdivision/ Business	Permit Owner	Permit No.	Α	mount Paid
5/3/2023	32016 Savannah Drive	LM	Savannahs	William Ryan Homes	5742	\$	3,670.11
6/6/2023	32003 Savannah Drive	LM	Savannahs	William Ryan Homes	5743	\$	3,670.11
6/6/2023	32007 Savannah Drive	LM	Savannahs	William Ryan Homes	5744	\$	3,670.11
6/13/2023	37 Eastwood Ave	IL	Fox River Valley Gardens	Midwest Lifestyle Homes	5745	\$	-
7/7/2023	27655 W IL Rte 120	LM	Advocate Aurora Health	Advocate Aurora Health	5746	\$	55,575.80
6/15/2023	27888 Beech Dt	IL	Beech Street Senior Lofts	Lincoln Avenue Capital	5747	\$	102,762.80
7/10/2023	1223 Noble Drive	PB	Deer Grove Unit II	Damian Dembicki	5748	\$	-
7/14/2023	32017 Savannah Drive	LM	Savannahs	William Ryan Homes	5749	\$	3,670.11
7/14/2023	32074 Savannah Drive	LM	Savannahs	William Ryan Homes	5750	\$	3,670.11
8/17/2023	27500 W IL RTE 120	LM	Lakemoor Commons	BAMA Lakemoor Property LLC	5751	\$	6,546.00
9/11/2023	32001 Savannah Drive	LM	Savannahs	William Ryan Homes	5752	\$	3,670.11
9/18/2023	437 Northlake Road	LM	Sampson Sex & Co Lily Lake	Sean Ryan	5753	\$	3,670.11
10/3/2023	32009 Savannah Drive	LM	Savannahs	William Ryan Homes	5754	\$	3,670.11
10/3/2023	32021 Savannah Drive	LM	Savannahs	William Ryan Homes	5755	\$	3,670.11
10/3/2023	32069 Savannah Drive	LM	Savannahs	William Ryan Homes	5756	\$	3,670.11

FY 2023-24 Total: \$ 201,585.70



## **Northern Moraine WRD Project Grant Tracking**

Rev. November 9, 2023

Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
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
2020	Unsewered Communities Construction Grant Program	IEPA	\$3,495,600	\$3,495,600	\$6,700,000	12/31/2020	Fully Disbursed to NMWRD
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
2022	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$200,000	\$96,364	\$7,287,500	1/4/2022	Awarded / In- Progress
2022	McHenry County – ADVANCE McHenry County (ARPA Funding)	McHenry County	\$2,905,080	\$2,000,000	\$7,287,500	2/8/2022	Awarded / In- Progress
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	4/15/2022	Awarded / In- Progress
2022	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$250,000	\$250,000	\$500,000	4/15/2022	Awarded / In- Progress
	2020 2021 2022 2022	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)  Unsewered Communities Construction Grant Program  Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)  McHenry County – Community Development Block Grant (CDBG)  McHenry County – ADVANCE McHenry County (ARPA Funding)  FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)  via Congressionally Directed Spending	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)  Unsewered Communities Construction Grant Program  Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)  McHenry County — Community Development Block Grant (CDBG)  McHenry County — ADVANCE McHenry County (ARPA Funding)  FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)  Via Congressionally Directed Spending Request  US Senator Dick Durbin	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)  Unsewered Communities Construction Grant Program  Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)  McHenry County — Community Development Block Grant (CDBG)  McHenry County — ADVANCE McHenry County (ARPA Funding)  FY 2023 Interior, Environment, and Related Agencies CPF Request Form)  Via Congressionally Directed Spending Request  Nessentative Requested  Agency Requested  Poeto \$200,000  \$200,000  \$400,000  \$400,000  \$4400,000  \$40	YearProgramAgencyGrant RequestedGrant Amount2020Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)DCEO\$200,000\$200,0002020Unsewered Communities Construction Grant ProgramIEPA\$3,495,600\$3,495,6002021Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)DCEO\$400,000\$400,0002022McHenry County — Community Development Block Grant (CDBG)MCHenry County (COunty County (ARPA Funding)MCHenry County (ARPA Funding)\$2,905,080\$2,000,0002022FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)US House Representative Lauren Underwood\$2,500,000\$2,500,0002022via Congressionally Directed SpendingU.S. Senator Dick Durbin\$250,000\$250,000	YearProgramAgencyGrant RequestedGrant AmountProject Amount2020Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)DCEO\$200,000\$200,000\$445,4942020Unsewered Communities Construction Grant ProgramIEPA\$3,495,600\$3,495,600\$6,700,0002021Capital Grant Line Item Appropriation (Public Act 101-063) 1064)DCEO\$400,000\$400,000\$732,7302022McHenry County – Community Development Block Grant (CDBG)MCHenry County – County McHenry County (CDBG)\$200,000\$96,364\$7,287,5002022McHenry County – ADVANCE MCHenry County (ARPA Funding)MCHenry County S2,905,080\$2,000,000\$7,287,5002022Fy 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)US House Representative Lauren Underwood\$2,500,000\$2,500,000\$10,851,0002022via Congressionally Directed Spending RequestU.S. Senator Dick Durbin\$250,000\$250,000\$500,000	Year         Program         Agency         Grant Requested         Grant Amount         Project Amount         Date Applied           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           2020         Unsewered Communities Construction Grant Program         IEPA         \$3,495,600         \$3,495,600         \$6,700,000         12/31/2020           2021         Capital Grant Line (Public Act 101-0638, House Bill 0064)         DCEO         \$400,000         \$400,000         \$732,730         3/11/2021           2022         McHenry County — Community Development Block Grant (CDBG)         McHenry County County (APA Funding)         \$200,000         \$96,364         \$7,287,500         1/4/2022           2022         McHenry County (APA Funding)         McHenry County (APA Funding)         \$2,905,080         \$2,000,000         \$7,287,500         2/8/2022           2022         FY 2023 Interior, Environment, and Related Agencies Form IL-14 (Google Form)         U.S. House Representative Lauren Underwood Form         \$2,500,000         \$2,500,000         \$500,000         4/15/2022           2022         Via Congressionally Directed Spending Request         U.S. Senator Dick Durbin         \$250,000         \$250,000         \$500,000 <td< td=""></td<>





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
Darrell Rd Phase 1A & 1B	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$5,000,000/ \$3,000,000 min.	-	\$8,644,100	3/13/2023	Under Review
Fleet Maintenance Garage	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,500,000 min.	-	\$2,507,000	3/13/2023	Under Review
Holiday Hills Ph 2	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$8,000,000/ \$2,500,000 min.	-	\$10,851,000	3/13/2023	Under Review
Garage and Personnel Building Replacement	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,500,000 min.	-	\$2,881,000	3/13/2023	Under Review
Solar Renewable Energy	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$3,200,000/ \$2,500,000 min.	-	\$4,000,000	3/13/2023	Under Review
UV Disinfection	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$1,000,000	-	\$1,742,500	3/13/2023	Under Review
Holiday Hills Ph 2	2023	via Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$3,500,000	\$959,752	\$10,851,000	3/17/2023	Recommended for Congressional Approval
<b>Expected</b>	Grant	Amount Tota				\$9,9	01,716	

<b>Expected Grants</b>	7
Fully Disbursed Grants	1
<b>TOTAL GRANTS SINCE 2020</b>	8

## Northern Moraine WRD - Septage Receiving Tracking FY 2023-2024



Month	Loads	Gallons	Revenue FY 23-24	Revenue FY 22-23	% Revenue Change
May-23	22	80,250	\$5,236.00	\$9,613.50	54%
Jun-23	48	158,340	\$11,352.60	\$11,541.30	98%
Jul-23	46	158,743	\$10,680.25	\$9,174.90	116%
Aug-23	64	222,059	\$14,999.95	\$11,490.30	131%
Sep-23	79	270,870	\$18,290.30	\$10,342.80	177%
Oct-23	61	215,180	\$14,363.30	\$12,214.50	118%
Nov-23				\$5,156.10	
Dec-23				\$5,344.80	
Jan-24				\$2,784.60	
Feb-24				\$5,865.85	
Mar-24				\$9,514.05	
Apr-24				\$9,270.10	
Total	320	1,105,442	\$74,922.40	\$102,312.80	73%

	Loads	Revenue
Fiscal Year 2019-2020	146	\$ 23,240.40
Fiscal Year 2020-2021	232	\$ 45,104.40
Fiscal Year 2021-2022	326	\$ 61,852.80
Fiscal Year 2022-2023	506	\$ 102,312.80

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time	Type
	10/2/2023	Weidner	3600	Flat Rate	\$238.00	9:35 AM	Septic
	10/2/2023	Weidner	3800	Flat Rate	\$238.00	2:35 PM	Septic
	10/3/2023	Weidner	3700	Flat Rate	\$238.00	9:15 AM	Septic
	10/3/2023	Weidner	3500	Flat Rate	\$238.00	3:25 PM	Septic
	10/3/2023	Weidner	3400	Flat Rate	\$238.00	1:45 PM	Septic
	10/4/2023	Weidner	3800	Flat Rate	\$238.00	1:10 PM	Septic
	10/4/2023	Weidner	3800	Flat Rate	\$238.00	1:30 PM	Septic
	10/4/2023	Weidner	2800	Flat Rate	\$214.20	3:00 PM	Septic
	10/5/2023	Weidner	3800	Flat Rate	\$238.00	9:45 AM	Septic
	10/5/2023	Weidner	3500	Flat Rate	\$238.00	12:40 PM	Septic
	10/5/2023	Weidner	3600	Flat Rate	\$238.00	4:00 PM	Septic
	10/5/2023	Weidner	3500	Flat Rate	\$238.00	10:00 AM	Septic
	10/5/2023	Helmer	3500	Flat Rate	\$238.00	11:50 AM	Septic
	10/6/2023	Weidner	3800	Flat Rate	\$238.00	11:35 AM	Septic
	10/6/2023	Weidner	3000	Flat Rate	\$214.20	3:45 PM	Septic
	10/6/2023	Helmer	2700	Flat Rate	\$238.00	7:10 AM	Septic
	10/6/2023	Helmer	3300	Flat Rate	\$238.00	2:25 PM	Septic
	10/6/2023	Arrow Septic	3000	Flat Rate	\$208.25	9:20 AM	Septic
	10/9/2023	Weidner	3600	Flat Rate	\$238.00	12:50 PM	Septic
	10/9/2023	Weidner	3600	Flat Rate	\$238.00	9:10 AM	Septic
	10/9/2023	Weidner	3800	Flat Rate	\$238.00	4:50 PM	Septic
	10/10/2023	Weidner	3500	Flat Rate	\$238.00	1:55 PM	Septic
	10/10/2023	Weidner	3700	Flat Rate	\$238.00	3:50 PM	Septic
	10/10/2023	Weidner	3700	Flat Rate	\$238.00	9:55 AM	Septic
	10/10/2023	Weidner	3500	Flat Rate	\$238.00	1:40 PM	Septic
	10/10/2023	Helmer	3350	Flat Rate	\$238.00	12:35 PM	Septic
	10/11/2023	Weidner	3800	Flat Rate	\$238.00	5:20 PM	Septic
	10/11/2023	Weidner	3800	Flat Rate	\$238.00	1:30 PM	Septic
	10/11/2023	Weidner	3700	Flat Rate	\$238.00	9:45 AM	Septic
က္ဆ	10/11/2023	Weidner	3800	Flat Rate	\$238.00	3:40 PM	Septic
Oct-23	10/11/2023	Weidner	3700	Flat Rate	\$238.00	10:05 AM	Septic
Ō	10/11/2023	Helmer	3700	Flat Rate	\$238.00	2:30 PM	Septic
	10/12/2023	Weidner	3400	Flat Rate	\$238.00	3:10 PM	Septic
	10/12/2023	Weidner	3500	Flat Rate	\$238.00	12:50 PM	Septic
	10/12/2023	Weidner	3800	Flat Rate	\$238.00	9:30 AM	Septic
	10/12/2023	Weidner	3800	Flat Rate	\$238.00	2:50 PM	Septic
	10/12/2023	Helmer	3900	Flat Rate	\$238.00	10:25 AM	Septic
	10/13/2023	Weidner	3000	Flat Rate	\$214.20	10:20 AM	Septic
	10/13/2023	Helmer	2800	Flat Rate	\$238.00	11:37 AM	Septic

10/17/2023	Weidner	3700	Flat Rate	\$238.00	3:40 PM	Septic
10/17/2023	Weidner	3800	Flat Rate	\$238.00	9:40 AM	Septic
10/17/2023	Helmer	3500	Flat Rate	\$238.00	8:45 AM	Septic
10/17/2023	Helmer	3500	Flat Rate	\$238.00	11:15 AM	Septic
10/18/2023	Weidner	3800	Flat Rate	\$238.00	10:10 AM	Septic
10/18/2023	Weidner	3600	Flat Rate	\$238.00	12:30 PM	Septic
10/18/2023	Weidner	3800	Flat Rate	\$238.00	3:05 PM	Septic
10/18/2023	Weidner	3800	Flat Rate	\$238.00	12:45 PM	Septic
10/18/2023	Helmer	3850	Flat Rate	\$238.00	9:10 AM	Septic
10/18/2023	Helmer	3300	Flat Rate	\$238.00	11:23 AM	Septic
10/19/2023	Helmer	3600	Flat Rate	\$214.20	9:00 AM	Septic
10/19/2023	Weidner	3800	Flat Rate	\$238.00	3:30 PM	Septic
10/23/2023	Helmer	3000	Flat Rate	\$238.00	12:15 PM	Septic
10/23/2023	Weidner	3800	Flat Rate	\$238.00	3:10 PM	Septic
10/23/2023	Weidner	3800	Flat Rate	\$238.00	9:45 AM	Septic
10/24/2023	Arrow Septic	3000	Flat Rate	\$208.25	11:10 AM	Septic
10/24/2023	Weidner	3800	Flat Rate	\$238.00	3:30 PM	Septic
10/24/2023	Weidner	3800	Flat Rate	\$238.00	3:30 PM	Septic
10/24/2023	Helmer	2080	Flat Rate	\$238.00	12:08 PM	Septic
10/24/2023	Helmer	3050	Flat Rate	\$238.00	10:05 AM	Septic
10/25/2023	Weidner	3500	Flat Rate	\$238.00	10:20 AM	Septic
10/25/2023	Helmer	3750	Flat Rate	\$238.00	2:30 PM	Septic

## NMWRD Service Connection Permit Tracking

FY 2023-24



Permit Date	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	Permit No.		Connection/ spection Fee		Parrell Road Special nnection Fee
5/3/2023	32016 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5742	\$	7,674.00	\$	3,670.11
6/6/2023	32003 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5743	\$	7,674.00	\$	3,670.11
6/6/2023	32007 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5744	\$	7,674.00	\$	3,670.11
6/13/2023	37 Eastwood Ave	IL	Fox River Valley Gardens	New Connection	Midwest Lifestyle Homes	5745	\$	7,674.00	ı	
7/7/2023	27655 W IL Rte 120	LM	Lakemoor Commons	New Connection	Advocate Aurora Health	5746	\$	114,675.00	\$	55,575.80
6/15/2023	27888 Beech Dt	IL	Advocate Aurora Health	New Connection	Lincoln Avenue Capital	5747	\$	211,090.00	\$	102,762.80
7/10/2023	1223 Noble Drive	PB	Deer Grove Unit II	New Connection	Damian Dembicki	5748	\$	7,674.00	-	
7/14/2023	32017 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5749	\$	7,674.00	\$	3,670.11
7/14/2023	32074 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5750	\$	7,674.00	\$	3,670.11
8/17/2023	27500 W IL RTE 120	LM	Lakemoor Commons	New Connection	BAMA Lakemoor Property LLC	5751	\$	32,565.00	\$	6,546.00
9/11/2023	32001 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5752	\$	7,674.00	\$	3,670.11
9/18/2023	437 Northlake Road	LM	Sampson Sex & Co Lily Lake	New Connection	Sean Ryan	5753	-		\$	3,670.11
10/3/2023	32009 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5754	\$	7,674.00	\$	3,670.11
10/3/2023	32021 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5755	\$	7,674.00	\$	3,670.11
10/3/2023	32069 Savannah Drive	LM	Savannahs	New Connection	William Rvan Homes	5756	\$	7.674.00	\$	3.670.11

			Darrel Road Connections	
FY 2023 - 2024 Total:	\$	442,744.00	\$	201,585.70
Approved Budget FY 2023 - 2024	\$	272,664.00	\$	110,040.00
Approved +/- vs. Current YTD	\$	170,080.00	\$	91,545.70



## NMWRD Operations Report

**Date:** November 10<sup>th</sup>, 2023

**Prepared by:** Joe Lapastora – Director of Operations

## **Control Building Electrical Upgrades:**

[Project Update] – This project saw significant progress through the month of October with the most notable progress involving the ComEd shutdown and transition to new equipment. In late-October, Pieper received notification from TAI that the electrical study was reviewed and approved. On Wednesday, October 25th, a few members of the District Operations staff came in around 4am to ensure the plant continued to operate while Pieper prepared for the ComEd shutdown that would occur that day. Note that Pieper provided a backup generator to keep the entire plant online throughout the day while the ComEd shutdown occurred and while new equipment was powered up. First, the raw pumps were transferred over to generator power in order to de-energize the existing MCC. After we confirmed that the raw pumps were fully operational on generator power, Pieper then transferred the entire plant over to generator power before calling in ComEd to turn off their feed to the plant. After ComEd power was turned off, Pieper then pulled and terminated new wire to the ComEd meter and also pulled and terminated new generator cables to the new ATS. Note that ComEd power was offline for approximately 4 hours. By the end of the workday, a majority of Pieper's shutdown work was completed, and all equipment was back on ComEd power. However, the lone remaining item that needed to be wrapped up before Pieper left for the day included startup of the new ATS and confirming that power would successfully transfer over to backup generator power in the event of a power outage. Although Pieper intended to leave some remaining work for the next workday, the District required them to finish their work with the generator and ATS to ensure we would have backup power. District Operations staff who was in at 4am that morning were let go at normal time, and the remaining District operations staff was required to stay after hours until Pieper completed their work. Pieper met many issues and challenges through that evening but around 9pm, Pieper was successful in testing the new ATS and mimicked a power outage with the ATS and generator firing up as it should. Note that Island Lake experienced a power outage around 3am the next morning and the ATS operated as it should without any hiccups. Post ComEd shutdown, Pieper was able to power up new electrical equipment that was previously installed, and also moved a few other control panels associated with our Muffin Monster and RDS with the RDS is currently out of service for repairs (see below section for more information). With the major shutdown now in the rearview, Pieper will look to complete the remaining work which mostly centers around VFD testing and startup, switching VFDs over to permanent power, blower shutdown for harmonic filter startup, and demolition of old equipment. The District anticipates various trainings to occur over the next 1-2 months as equipment goes live. As electrical work comes to an end, subcontractors are expected to mobilize to perform the HVAC work along with buildout of the walls and doors for the new climate controlled MCC room. More information will be provided on next month's Operations Report as the project continues to progress.

[Sub-Section Project Update – MS2 Bar Screen Temp Startup] – In mid-October, District Operations staff discovered the RDS conveyor was not pushing out screenings (see below section for more information). Upon the discovery, District staff requested Piper electric prioritize the startup of the









newly installed MS2 Bar Screen so that we would have some form of screening at our headworks. After coordinating with Peterson and Matz, Headworks International, and Pieper, Headworks was able to expedite the request to send out a service tech to perform startup on the MS2 unit. Through the course of two workdays, we were successful in starting up the MS2 bar screen under temporary conditions. Note that while the technician was starting up the unit, it was discovered that the heat trace and thermostat within the MS2 was faulty. The technician was able to bypass the heat trace and thermostat alarms but noted that a technician would need to repair the unit at full startup. Note that we encountered a major issue when we switched flow over from the RDS channel to the Bar Screen channel. Specifically, with the change of flow from one channel to the other, it was discovered that the headloss was significantly reduced due to the nature of the flow path. With the reduction in headloss, the flow velocity increased and as a result, we saw a large, continuous, slug of grit enter the headworks. This was problematic because excessive grit can damage pump impellers so a contracted Vac service capable of removing grit in a flowing channel was contracted. A District Operator and I stayed after hours that day to ensure all grit was removed from the headworks. Note that full startup will occur when the RDS unit is back in service.



Backup generator used for the ComEd Shutdown.



Existing MCC demolition progress.



ATS after startup and progress photo.



Relocated Muffin Monster and RDS control panels.



#### **Headworks RDS:**

[*Project Update*] — In mid-October, District operations staff discovered that although the screw conveyor associated with the RDS was rotating, screenings were not being pushed through the unit. This meant that screenings that are usually taken out of the wastewater at the head of the plant were making it into the treatment plant which could lead to pump issues. Dahme Mechanical was contracted to pull the RDS unit out of the headworks for inspection by our crew. Although we were hopeful that our crew could inspect/repair the unit in a short turnaround time, District Operations staff were unable to remove the upper gearbox and motor in order to inspect the screw and shaft. Dahme Mechanical was called back in to assist with the removal of the upper gearbox and motor and they were also unsuccessful in removing since the gearbox had corroded over time and seized up. The decision was made to cut the upper gearbox to access the screw for inspection. Since this route was being pursued, a new gearbox and motor was ordered to replace the unit that was cut. While the unit is out of service, the District decided to rectify a few other issues that were observed during the initial inspection. Additional work to be performed includes replacement of the roller assembly at the cage end, FRP block replacement and hardware swap outs for missing/broken hardware located at the bearing end of the unit, and replacement of damaged conduit. Note that this work is still ongoing.



Dahme using Telehandler to remove RDS from Headworks.



RDS unit after pulled out of Headworks.



Cut gearbox.



Exposed screw after gearbox removed.



Miscellaneous broken conduit.





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



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## **Lift Station Radio Telemetry:**

[*Project Update*] — In August, the District switched gears as it relates to the buildout of the radio telemetry system that will allow lift stations to transmit data to the SCADA computer stationed at the treatment facility. This infrastructure will provide a wide range over the District's service area where we can then broadcast data to, and receive data from lift stations. District staff met with Advanced Automation Controls (AAC) in late August to discuss the buildout of the radio telemetry infrastructure after a few setbacks that were covered in previous Operations Reports. Recall that a radio study was performed back in 2020 to determine if the radio units at each station could successfully communicate with each other and send data back to the plant's SCADA system. This radio study was useful but only provided theoretical confirmation that the stations could communicate. AAC's recommended approach to the initial buildout of the system entails field verifying the connections at each station so we have an absolute confirmation as to whether the stations can communicate as opposed to a theoretical confirmation. It is anticipated that AAC will start moving forward with this work in November after the new SCADA computer is installed at the plant and a receiving antenna is ordered/installed at the plant for the MDS Orbits to communicate with. More information will be provided on next month's Operations Report.

## Lakemoor Lift Stations No. 1 & No. 6 Upgrades:

[Project Update] - This project continued to see significant progress through the month of October. With nearly all work at Lift Station No. 1 wrapped up in September, Boller and their sub-contractors mobilized at Lift Station No. 6 in early October to begin work at that station. Remaining work to be completed at LS No. 1 mostly focuses on the flow meter install. Recall that the discovery of conflicting pipe sizing within the meter vault when compared to the plan set led to this work being delayed. In mid-October, the decision was made to move away from the CMR/CO that involved reducing the pipe size within the LS No. 1 meter vault and instead, we moved towards downsizing the ABB meter from 8" to 6". The general contractor is still waiting for a response from ABB to determine when this work will be scheduled. Bypass of the LS No. 6 wet well went live on October 16<sup>th</sup> and was live through November 3<sup>rd</sup>. Over the course of 2.5 weeks, the following scope was completed. The wet well was first emptied and cleaned to prepare for mechanical and electrical work within the structure followed by replacement of one pump within wet well with a new Grundfos unit. Following that work, the new ATS and control panel was installed on the backside of the existing panel. Note that this project originally included blasting and painting of the wet well in the scope, however, the painter notified all parties that pin holes started to develop during sand blasting due to the age and condition of the metal structure. As such, the decision was made to halt blasting and all pinholes were sealed. Note that the District is now looking into lining for the steel structure due to this discovery and we anticipate that the lining work will be performed outside of this project. Boller will be completing landscaping items next week followed by general cleanup of both work sites. Since the work associated with the flowmeter for LS 1 is still ongoing, this project will remain open. Final completion of this project is now unclear. More information will be provided on next month's Operations Report as the project continues to progress.









Bypass pump setup.



Wet well cleaning and construction progress.



New ATS and Control Panel.



Photo showing pinhole from sand blasting.

## **Dewatering Polymer Upgrades:**

[Project Update] – The District's Engineer, TAI, produced design plans and specifications accompanied with a layout for our new polymer system used to feed our dewatering operations. Recall that the District procured a new polymer feed system from LAI in November 2022 that included both equipment and startup. Soon after that order was placed, the District began talks with TAI to optimize the polymer feed system. Our original requests to TAI included creating a polymer storage location and desire to implement a tipping system. The District intends to GC this project and bring in a few trades to assist with project completion. Trade work is anticipated to begin in November. More information will be provided on next month's Operations Report once the project begins.

## **Breakroom Upgrades:**

[Project Update] – The District finally received the building construction permit on November 8th. We can now move forward with new installation items that include rough framing to bring the walls up to the ceiling and punchouts for two (2) new windows, electrical, HVAC, and plumbing work. Shortly after electrical, HVAC, and plumbing work is completed, we will move into new appliance, floor, and



cabinetry installation. It is expected that we will be working on this project for the next few months. Note that we are anticipating most of the work to be performed in-house with the exception of flooring, framing/drywall, and cabinetry.

## **NPDES Permit Renewal:**

As of October 1<sup>st</sup>, the District is now operating under the expired NPDES permit until the new permit arrives. This is typical during most renewal periods and the IEPA states that we shall continue to operate under our old permit until the new permit arrives. Recall that District staff successfully submitted the District's NPDES permit renewal application on March 17<sup>th</sup>, prior to the April 3<sup>rd</sup> deadline. We are now waiting for the formal response from the IEPA, at which point we will be able to review and make objections, if any.

## **Collection System Cleaning & Televising:**

A requirement of our CMOM program is to clean and televise 100% of our collection system every five years. District staff members including operations staff and engineering interns began cleaning/televising efforts in July. Since the Edge AI bot was received, we have been successful in televising nearly 53,364 linear feet of gravity main. As of the date of this report, the District has televised approximately 31% of the entire NMWRD Collection System. With our target goal of completing 40% by the end of 2023, we are projected to come in just under that percentage. In the event that we do not meet the target goal for this year, the remaining percentage will be carried over to the following year or year(s). With three years remaining in our five-year cycle, we are fully capable of meeting the five-year goal so long as we continue with the Edge AI lease program or invest in an upgraded District owned camera. Our crew will continue to televise into the Fall season to keep up with the desired progress specified in the CMOM program. Continued updates will be provided on next month's Operations Report.

## **Miscellaneous Projects:**

The District wrapped up a few small projects through the month of October that include the following items. In early October, Boerger visited the plant to perform startup and training for our new sludge Pump. The startup went well and an order was submitted to Boergor for replacement parts that easily wear. It is expected that our staff can handle general maintenance of our two Boerger pumps for the coming years. Next, in late October, we schedule Dahm Enterprises to perform a land application of sludge event. This work was completed in a single day and all documentation was submitted to the appropriate parties. Coinciding with the land application of sludge event in late-October, District Operations staff were successful in swapping out the old Ag conveyor and swapping it for the new one that we have had on hand as backstock. Note that the old conveyor performed well for the past 3.5 years, however, ruts had eventually developed where the screw continuously made contact with the shell making the conveyor unusable. An identical conveyor was ordered back in September to ensure we had a backup conveyor on hand and is expected to be ready for pickup next week. Note that we chose to invest in a galvanized steel option this time around to extend the useful life of the unit. Finally, the entire Operations staff attended Vactor jetter training this week. The training was performed by Standard Equipment and was free of charge. A sales pitch was made and the District will be purchasing a few jetter components that will allow us to complete more in-house work and alleviate the need to









call in contracted Vator Services like we had to do for the headworks when the slug load of grit hit our headworks.



Before hauling & land application event.



After hauling & land application event.



Progress of conveyor swap.



Ruts on underside of old conveyor.



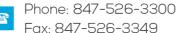
## **NMWRD Engineering Report**

Date: November 10<sup>th</sup>, 2023 **Prepared by:** Jasmin Bait – Junior Engineer

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

[Project Update] – Throughout the month of October, Trine has made steady progress in addressing the restoration punchlist items and nearing completion of all items. Trine has also made progress in addressing the lift station punchlist items and will continue to do so throughout the coming weeks until completion. A crucial portion of the lift station punchlist relates to electrical items and will be reviewed by TAI when completed. This month also included the delivery and installation of the generator. We await the startup and training of the generator within the next few weeks. Additionally, the District was notified by Bravo surveying that excessive amounts of water were discovered within the collection system. Since no homes have been connected yet, we suspected this to be I/I (infiltration/inflow). Trine was immediately contacted, and they aim to address and resolve the main source of this issue prior to residents connecting to sewer. November 1st marked the first day that Holiday Hills Phase 1 residents can connect. Following several calls and emails from residents eager to connect, we are currently working with TAI to create a FAQ sheet to post on our website to provide information regarding the connection requirements and procedures.

[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 includes all sanitary sewer, sanitary services, force main, and restoration improvements plus site improvements at the proposed lift station. Work for Milestone No. 1 was to be substantially completed by December 14, 2022. They did not achieve the requirements for that milestone in time and thus no bonus will be paid out. 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 September 1, 2023. Milestone No. 3 or Final Completion includes all the previously listed items with final acceptance by Owner. Final Completion is to be December 4, 2023. There will be no bonuses paid out for either Milestone No. 2 or No. 3 due to the ongoing work and the extension of their completion dates.







## **Control Building Electrical:**

[Project Update] – After a momentary standstill, progress quickly picked up in late October as TAI reviewed and approved the electrical study. Pieper began the next phase of the shutdown plan, which involved the transfer off ComEd power to allow to installation of critical infrastructure to be done without interfering with plant operations. Pieper provided a backup generator to keep critical equipment online throughout this process. After much troubleshooting, the automatic transfer switch (ATS) has successfully gone live. Now, the weekly exercise of the generator is performed on the ATS. Other work included moving the muffin monster and the RDS panel. This month also saw the install of the MS2 Bar Screen and setup for temporary startup. We anticipate the manufacturer, Headworks, to come back in November for a full startup. Further details about this project can be found in the Operations Report.



Newly Installed MS2 Bar Screen

## 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 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). Significant work at Lift Station #6 took place throughout October. The generator ATS startup and training successfully took place on October 20<sup>th</sup>. By the start of November, Boller had taken down the bypass pumping equipment and brought the lift station back online. However, a situation arose on November 2<sup>nd</sup> where our on-call operator received notification that the generator was in alarm with no start. We had our generator service provider, Midwest Power Industry, troubleshoot the next day and found that Boller turned off the main breaker to the 120-volt generator supply and that the battery was depleted and needed replacement. A CMR is being issued for the generator services and





time from our operations staff and TAI. The Grundfos pump startup and training took place this week to ensure our operations staff are all up to speed with the new equipment. Punchlist will be put together soon and will be sent to Boller for them to address. Further details can be found in the Operations Report.



Current Standing of Lift Station #1



Current Standing of Lift Station #6

## **Phosphorus Discharge Optimization Plan:**

[Project Update] – The District continues to perform the new regimen of phosphorus testing related to the District's Phosphorus Discharge Optimization Plan (PDOP) once a week through the month of October. Note that this is 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. Our goal is to average below the 0.5 mg/L Total P limit for a two-week period in the seasons of extreme temperature (summer and winter) using our existing treatment process. We will keep this goal in mind going into this upcoming winter as well as next summer. This month, the necessary PDOP testing of our collection system was completed. The latest PDOP submission from April 2023 was also reviewed to identify any commitments that still need to be fulfilled for next year's submission.

## 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. A copy of the payment schedule for the loan to date of \$1,291,896.00 has been provided to Lakemoor. The Village has its first payment due this year in the amount of \$24,563.76. The District reviewed







the easement documents from Lakemoor for the Woodman's property that were received on March 3<sup>rd</sup> and June 8<sup>th</sup>. There are still recorded easements missing that we are waiting to receive.

## **Buona Beef + Rainbow Cone (Lakemoor):**

[Project Update] – Rainbow Cone held its grand opening on Monday, May 16<sup>th</sup>, 2022, 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 re-evaluated the water meter readings and determined that our readings were off by a factor of 10x based on comparisons with similar types of facilities. A credit was issued to Buona Beef in the amount of \$24,199.50 on April 18<sup>th</sup>. We will still wait for additional readings to determine if the PE calculations on the original permit and the corresponding connection fee are accurate.

## **Beech Street Senior Lofts (Island Lake):**

[Project Update] — The District received preliminary plans in January for a proposed development of Senior Living on Beech Street in Island Lake. The District is familiar with the previous establishment at the site, formerly known as Sheltering Oaks, which closed roughly 10 years ago. All sanitary sewer related construction was completed in mid-August. The lone item the District is waiting for is construction record drawings, which is not expected until full construction is complete. Our operations crew has attempted televising the service line to which this development will contribute flow. Because the service line to the previous establishment at this site has been disconnected and unused for several years, our crew found that the line has been blocked by overgrown roots. Throughout the next few weeks, they will be working to jet/clean the line and televise it again to ensure the service is clear prior to the when development begins to use it.

## **Advocate Outpatient Center (Lakemoor):**

[Project Update] — The District received preliminary plans in March for a proposed development of an Advocate Outpatient Center to be located in Lakemoor. All sanitary sewer related construction was completed in early September. The contractor has also successfully completed the required air testing and vacuum testing on the new sanitary infrastructure in mid-September. The lone item the District is waiting for is construction record drawings, which is not expected until full construction is complete.

## **NOBO Provisioning Center (Lakemoor):**

[Project Update] – The District received preliminary plans in July for a proposed development of a NOBO Provisioning Center in Lakemoor. An escrow account for this project has been funded in the amount of \$2,500.00 and remains current. Sanitary sewer related construction began in October and the District is waiting for the contractor to schedule the connection









inspection. Following that, the lone item the District will be waiting for is construction record drawings.

## **Kelley's Market (Island Lake):**

[Project Update] — The District received preliminary plans in October for a proposed development of Kelley's Market in Island lake located NW of the intersection at IL-176 and River Rd. An escrow account for this project has been funded in the amount of \$2,500.00 and remains current. The plans have been sent to TAI and are currently under review. We await more updates throughout the reviewing process.

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

- Following the roof replacement of the Admin Building which was completed in August, we are now in progress of having the soffit and fascia redone as well. We are also exploring options for having the siding replaced and soon we will be looking to get quotes for replacing all windows and exterior doors.
- The District held a successful auction through Obenauf Auction Services consisting of all surplus equipment approved at the September Board Meeting. The total for all items sold amounted to \$673.94. We aim to hold an auction for surplus equipment every 2-3 months moving forward to consistently tidy up our workspaces of items we no longer use.







## **DELINQUENT ACCOUNTS RECAP FOR November 2023**

Revised: 11/9/23 by Elisa Fisher, District Clerk

**Island Lake** 145 Active Delinquent Accounts

Notice of Delinquency – 114 customers

Final Notices of Delinquency - 15 customers

Water Shut off Notices - 10 customers

Water off -6 customers

Lakemoor **69 Active Delinquent Accounts** 

Notice of Delinquency - 51 customers

Final Notices of Delinquency - 15 customers

Water Shut off Notices - 9 customers

Water off - 1 customer

Sewer Disconnection - 4 customers

Final Sewer Disconnection - 5 customers

**Port Barrington** 33 Active Delinquent Accounts

Notice of Delinquency - 32 customers

Final Notices of Delinquency - 4 customers

Sewer Disconnection - 2 customers

**Total Delinquent Accounts: 247** 

Delinquent Accounts total (active and inactive customers): \$55,881.11 (\$10,096.34 inactive accts)

October 2022's report: \$50,352.68 October 2021's report: \$41,329.61

## MONTHLY ACTIVITY

Monthly Bills mailed 10/01/23 (for September service) 4845

Bills <u>not</u> mailed – customers want it emailed or SMS 426

19 Water Shut Off Notices mailed 10/05

Sewer Disconnection Notices mailed 10/05

Final Water Shut off Notices mailed

197 Notices of Delinquency mailed 10/05

34 Final Notices of Delinquency mailed 10/05

Real Estate closings in October 2023 30

Liens filed in October

Liens released in October













## **AGENDA ITEM # 10A**

**Meeting Date:** November 14, 2023

Approval of Change Orders #2-4 for the Control Building Electrical Item:

**Upgrades Project** 

**Staff Recommendation:** Motion to Approve Change Orders #2, #3 and #4 for the Control Building

**Electrical Upgrades Project** 

**Staff Contact:** Mohammed M. Haque, District Manager

## **Background:**

The District bid out and awarded the Control Building Electrical Upgrades contract to Pieper Electric on October 12, 2021. The contract was fully executed on November 2, 2021 but they did little to no work on the project from 2021-2022 and in October 2022, we approved Change Order #1, based on the advice of our attorney and engineer, a negotiated time extension of 235 additional calendar days to February 20, 2023 to complete the project due to delays in getting critical electrical components. I was skeptical of the approach and did not feel Pieper would be able to complete the work in the revised timeline but the recommended approach was followed. As you may recall, this project received a \$200,000 grant from the Build Illinois Act with the assistance of Senator Craig Wilcox. The contract includes a provision of liquidated damages at \$500 per day. A summary of the new change orders is below:

Change Order #2 (\$34,000.00)

Liquidated damages at \$500 per day from Feb 20, 2023 to April 30, 2023

Change Order #3 839.24)

Additional Electrical Work to wire Raw Pumps \$34,246.47 High Resistance Ground Panel Work \$ 5,414.29 Liquidated damages from May 1 to July 30 (\$40,500.00)

Change Order #4 (\$42,866.26)

VFD ModBus needed for SCADA \$2,133.74 Liquidated damages from Aug 1 to Oct 31 (\$45,000.00)

While the delay is unfortunate, the liquidated damages is making it bearable. To date the contractor has incurred over \$120,000 in liquidated damages on a \$502,000 project. I am not sure how they are managing this and not giving this project the attention that it deserves. At this stage of the project, a significant amount of work has been done and major electrical components have been installed and we have managed to switch our electrical over to the new system. About 20-30% of the work still remains and it's possible that they will complete the work by the end of the year. Until then, they will incur liquidated damages on the project.

## **Recommendation**

It is the District Manager's recommendation that the Board approve Change Orders #2, #3 and #4 for liquidated damages and various electrical additions for a net credit of \$77,705.50.

## **Votes Required to Pass**

Simple Majority, via Roll Call Vote





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

## **CHANGE ORDER NO. 2**

June 5, 2023 Date of Agreement: November 2, 2021 Date:

Project: Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Job Number: NMW075

Owner: **NMWRD** Contractor: Pieper Electric, Inc.

4210 43<sup>rd</sup> Ave 113 Timber Trail

Kenosha, Wisconsin 61654 PO Box 240

Island Lake, Illinois 60102

The following changes are hereby made to the CONTRACT DOCUMENTS: Reduce the contract amount by the liquidated damages accrued through the requested pay period.

Justification: The Contractor has accrued Liquidated Damages amounting to \$34,000.00 between the final completion date of February 20, 2023 and the pay period ending April 30, 2023. Per Attachment A – Project Specifications and Supplemental Contract Terms Section V.1 of the Contract, the Owner may deduct, on a monthly basis, the damage amount from the contract balance.

Original Contract Price		\$502,000.00
Amount of Previous Change Order(s)		\$0.00
Current Contract Price adjusted by Previous Change Order(s)		\$502,000.00
Change in Contract Price Due to this Change Order		-\$34,000.00
Contract Price Including this Change Order		\$468,000.00
Original Contract Time	240	Calendar Days
Previous Changes to Contract Time	235	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	475	Calendar Days
Change to Contract Time Due to this Change Order	0	Calendar Days
Contract Time Including this Change Order	475	Calendar Days

Approvals:

NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

PIEPER ELECTRIC, INC. TROTTER AND ASSOCIATES, INC.

Jillian Kiss, P.E. Andy Bean

Mohammed Haque, P.E. Department Supervisor Project Engineer District Manager

## **Liquidated Damages Tracking**

Contract Final Completion Date 2/20/2023
Start date for LDs 2/21/2023
Pay Period Ending 4/30/2023

Days beyond final completion 68
LDs per day \$ 500.00
Amount \$ 34,000.00

## CHANGE ORDER NO. 3

Date: July 25, 2023 Date of Agreement: November 2, 2021

Project: Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Job Number: NMW075

Owner: NMWRD Contractor: Pieper Electric, Inc.

113 Timber Trail 4210 43<sup>rd</sup> Ave

PO Box 240 Kenosha, Wisconsin 61654

Island Lake, Illinois 60102

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) 4, 5 and 6.

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

Original Contract Price	\$502,000.00
Amount of Previous Change Order(s)	-\$34,000.00
Current Contract Price adjusted by Previous Change Order(s)	\$468,000.00
Change in Contract Price Due to this Change Order	-\$839.24
Contract Price Including this Change Order	\$467,160.76

240	Calendar Days
235	Calendar Days
475	Calendar Days
12	Calendar Days
487	Calendar Days
	475 12

Approvals:

NORTHERN MORAINE
WASTEWATER RECLAMATION
DISTRICT

PIEPER ELECTRIC, INC. TROTTER AND ASSOCIATES, INC.

Andy Bean

Department Supervisor

Dan Gillespie

Construction Engineering

Manager

Mohammed Haque, P.E.

District Manager



## NMWRD Control Building Electrical Upgrades Summary of Change Order #3

Original Contract Price	\$ 502,000.00
Previous Change Orders	(\$34,000.00)
Current Contract Price adjust by Previous Change Orders	\$ 468,000.00
Contract Price due to this Change Order will be adjusted by	\$ (839.24)
Contract Price including this Change Order	\$ 467,160.76

	Substantial	Final
	Completion	Completion
Original Completion Dates	June 30, 2022	June 30, 2022
Previous Contract Time Adjustment	235	235
Current Completion Dates adjusted by Previous Change Orders	February 20, 2023	February 20, 2023
Contract Time due to this Change Order to be Adjusted by	12	12
Completion Dates including this Change Order	March 4, 2023	March 4, 2023

	Description	Amount	Days
4	Electrical and Control Wiring Adds	\$ 34,246.47	10
5	HRG Panels	\$ 5,414.29	2
6	LD's Through July	\$ (40,500.00)	0
		·	`
	TOTAL FOR CHANGE ORDER #3	\$ (839.24)	12



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

Contract Modification Request No. 004 Date: Revised June 13, 2023

To: Andy Bean From: Jillian Kiss

Project Manager Project Manager

**Project:** Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Owner: NMWRD Contractor: Pieper Electric, Inc.

113 Timber Trail 4210 43<sup>rd</sup> Ave

PO Box 240 Kenosha, Wisconsin 61654

Island Lake, Illinois 60102

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):

Contractor to provide material and labor to complete the following work:

- 1. Route Raw Sewage Pump #1 power cable (supplied by District) in new 1.5" conduit to Raw Pump #1 VFD and install NEMA 6P/ IP68 submersible E-stop pushbutton and watertight connections. See attached sheet EX.1. Provide credit for contract work junction splice box and cable/conduit extensions from MCC AE to VFD.
- 2. Route Raw Sewage Pump #4 power cable (supplied by District) in existing conduit to Raw Pump #4 VFD and install NEMA 6P/ IP68 submersible E-stop pushbutton and watertight connections to Raw Sewage Pump #1. Provide credit for contract work junction splice box and cable/conduit extensions from MCC AE to VFD.
- 3. Run new continuous power wiring in existing conduit for Raw Pumps #2 and #3 to new VFDs. Provide credit for contract work junction splice box and cable/conduit extensions from MCC AE to VFD.
- 4. Install conduit and conductor associated with Bar Screen Improvements. See attached sheet EX.2.

Note: EX.2 depicts the revised Control Room electrical layout from Field Order 001.

## 2. Reason for Modification:

During the contract time of this project, the District has installed new process equipment at the Operations Building which requires power and controls. Integration by others.

3. Approximate Cost Change to Contract Price:

**\$** 34,246.47

4. Additional Contract Time to Complete Modification:

10 days

## 5. Attachments:

Sheets EX.1 dated 6/13/2023 and EX.2 dated 2/15/2023 Proposal dated 6/21/23

Prepared by: Jillian Kiss

Approved by:

Mohammed Haque

Project Manager

District Manager

Date: 7/5/2023

Date:

July 5, 2023

Cc: NMWRD

File (NMW075-7.21)

NMWRD Control Building 6/21/23 CMR 004 Revised

Pieper Electric

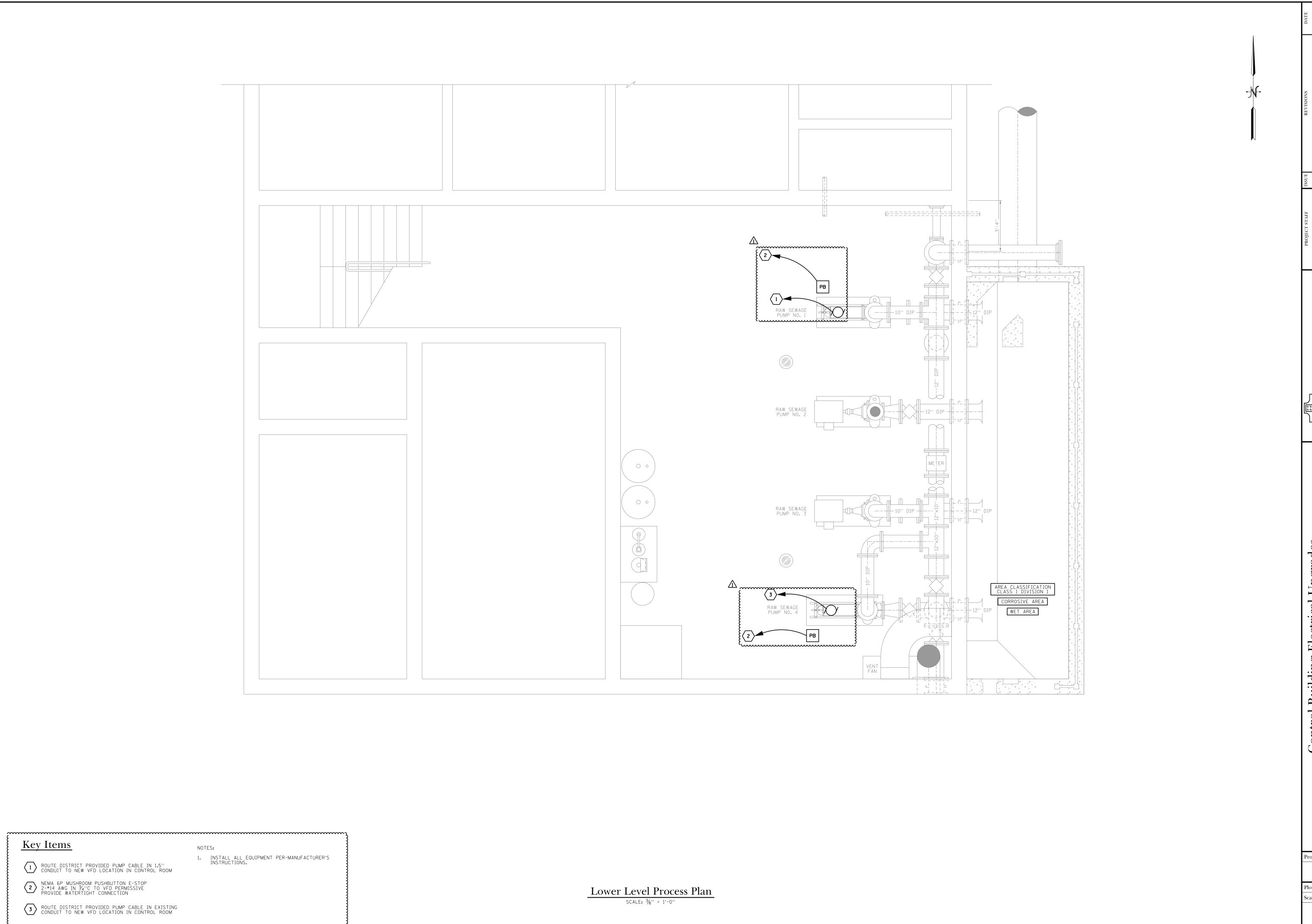
Порс	Description	Quantity	Trade Price	Un	it Labor	Unit Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	305	250.00	-	7.50		
2	1" CONDUIT - RMC - GALV	140	405.00	-	9.30		
3	1 1/2" CONDUIT - RMC - GALV	95	713.57	-	12.75		
4	1 1/2" COUPLING - RMC - GALV	6	685.00	-	0.00		
5	1 1/2" ELBOW 90 DEG - RMC - GALV	6	2,084.00	-	72.00		
6	1 1/2" TYPE C STD CONDUIT BODY W/ CVR & GSKT - RMC	1	67.95	-	1.58		
7	1" LOCKNUT - STEEL	8	85.16	-	46.50		
8	1 1/2" LOCKNUT - STEEL	8	179.08	-	9.45		
9	1" BUSHING - PLASTIC	4	49.62	-	3.90		
10	1 1/2" BUSHING - PLASTIC	4	84.86	-	7.80		
11	3/4" BUSHING GRDG INSUL 150 DEG - STEEL	8	937.71	_	4.20		
12	3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	8	0.00	-	30.00		
13	1" MEASURE CUT & THREAD LABOR - RMC - GALV	1	0.00	-	33.75		
14	1 1/2" MEASURE CUT & THREAD LABOR - RMC - GALV	8	0.00	-	42.90		
15	3/4" MALE/FEM VERT SEALING FTG W/ DRAIN - MALL	3	34.00	-	0.83		
16	1" MALE/FEM VERT SEALING FTG W/ DRAIN - MALL	2	48.00		0.90		
17	1" EMT & 3/4" RMC 1-PC STRUT CLAMP W/ SADDLE - PI		141.40		7.65		
18	1" 1-H STRAP - RMC - MALL	-9	270.35	_	8.85		7 -0.80
19	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	11	1,289.00	С	7.65		9 0.84
20	1" 2-PC STRUT CLAMP RMC / IMC - STEEL	19	358.99	-	8.40		1 1.60
21	1" SPRING STL CONDUIT CLAMP W/ BOLT	4	55.68	С	9.90		0.40
22	1 1/2" RMC / IMC SPRING STL CLAMP W/ BOLT	12	80.42	С	13.05	C 8.69	9 1.57
23	1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO 1/2" FLNG BE	11	185.16	С	15.30	C 20.3	7 1.68
24	1" SNAP CLOSE CLIP - SIDE MNT TO 1/2" FLNG BEAM CL	7	201.35	С	16.35	C 14.09	9 1.14
25	3/4" CONDUIT - RMC - GALV PVC CTD	85	1,100.00	С	9.00	C 935.0	7.65
26	1" CONDUIT - RMC - GALV PVC CTD	55	1,425.00	С	10.20	C 783.7	5 5.61
27	3/4" CONN THRD HUB W/ GRD LUG - RMC - MALL OR STL	6	6,150.00	С	44.70	C 369.0	2.68
28	1" CONN THRD HUB W/ GRD LUG - RMC - MALL OR STL	4	7,650.00	С	56.40	C 306.0	2.26
29	3/4" TYPE LB STD CONDUIT BODY - RMC - MALL PVC CTE	3	82.00	Е	0.90	E 246.0	2.70
30	1" TYPE LB STD CONDUIT BODY - RMC - MALL PVC CTD	2	110.00	Е	1.23	E 220.0	2.46
31	3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	24	185.00	С	7.43	C 44.4	1.78
32	3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	8	690.00	С	25.50	C 55.20	2.04
33	#14 THHN BLACK	1,226	97.00	М	6.45	M 118.92	7.91
34	#12 THHN BLACK	1,162	145.00	М	4.00	M 168.49	9 4.65
35	#10 THHN BLACK	154	221.00	М	8.48	M 34.03	3 1.31
36	# 6 THHN BLACK	214	1,115.00	М	13.35	M 238.6	1 2.86
37	#12/12C CORD - SOOW 90 DEG	160	0.00	М	86.40	M 0.0	13.82
38	#16- 1P TWISTED CABLE SHLD	207	450.00	М	8.55	M 93.1	5 1.77
39	CBL - CMP CAT6 UTP BLU	39	300.00	М	10.80	M 11.70	0.42
40	1 1/2" CONN W/ STRAIN RELIEF GRIP FOR 1.20-1.50 CORD	1	46.40	E	1.05	E 41.70	1.05
41	WIRE CONN RED	17	19.36		0.00	C 3.29	9 0.00
42	WIRE CONN RED (#16 TO #10)	4	0.00	С	10.50	C 0.00	0.42

	Description	Quantity	Trade Price	Uni	tLabor	Unit	Total Material	Total Hours
43	4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	1	53.00	Е	0.68	Е	53.00	0.68
44	4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 1" HUBS - CI	3	59.00	Е	0.72	Ε	177.00	2.16
45	COVER ROUND BLANK - CI	4	19.00	Е	0.09	Ε	76.00	0.36
46	24x 24x 8" BOX CONT HNG - NEMA 4X	-2	745.00	Е	3.23	Ε	-1,341.00	-6.46
47	1 5/8x 1 5/8x 14G STRUT GALV	10	815.00	С	15.00		81.50	1.50
48	6x 6x 3 1/2" POST BASE - ANGLE MNT 1-1 5/8x 1 5/8" STRUT	2	12,370.00	С	21.00	С	247.40	0.42
49	1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	16	0.00	С	12.00	С	0.00	1.92
50	3/8-16x 2 1/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH	-4	0.00	С	18.00	С	-0.00	-0.72
51	1/2-13x 2 3/4 WEDGE ANCHOR - 2 1/4" MIN DEPTH	8	0.00	С	24.00	С	0.00	1.92
52	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	-9	3.19	С	9.00	С	-0.29	-0.81
53	1/4-20x 1 HEX HEAD BOLT - PLTD STL	8	7.88	С	5.10	С	0.63	0.41
54	1/2-13x 1 1/2 HEX HEAD BOLT - PLTD STL	4	50.60	С	8.10	С	2.02	0.32
55	1/2" LOCK WASHER - PLTD STL	4	7.98	С	1.50	С	0.32	0.06
56	#10x 1 P/H SELF-TAP SCREW	-9	10.28	С	4.50	С	-0.93	-0.41
57	1/4-20 THRD WING NUT	5	25.19	С	2.25	С	1.26	0.11
58	#12/3C + GRD MOTOR TERM TO 600V	1	0.00	Е	0.87	Е	0.00	0.87
59	# 6 WIRE POWER TERM	12	0.00	Е	0.26	Е	0.00	3.12
60	1" DIAM CORE 5" THICK FLOOR	3	150.00	Е	0.00	Е	450.00	0.00
61	2" DIAM CORE 5" THICK FLOOR	2	200.00	Е	0.00	Е	400.00	0.00
62	1" DIAM CORE 5" THICK WALL	3	150.00	Е	0.00	Ε	450.00	0.00
63	2" DIAM CORE 5" THICK WALL	2	200.00	Е	0.00	Е	400.00	0.00
64	PROJECT MANAGEMENT	2	0.00	Е	1.00	Ε	0.00	2.00
65	NEMA 6 PB	2	850.00	Е	1.25	Ε	1,700.00	2.50
66	BAR SCREEN CONTROL PANEL	1	0.00	Е	3.00	Ε	0.00	3.00
67	LEVEL TRANSDUCER	1	0.00	Е	2.00	E	0.00	2.00
68	BAR SCREEN LOCAL CS	1	0.00	Е	2.00	Е	0.00	2.00
	Totals	4,131					8,914.45	156.49

	Labor Type	Crew	Hours	Full Rate	SubTotal	Total
1	FOREMAN w/TRUCK	1.00	77.25	145.00	11,201.25	11,201.25
2	JOURNEYMAN	1.00	77.25	132.00	10,197.00	10,197.00
3	PROJECT MANAGEMENT		2.00	105.00	210.00	210.00
	Totals	2.00	156.50	138.07	21,608.25	21,608.25

Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	% Final Price
Database Material (Extension)		7,109.60		7,109.60		20.760
Quoted Material (Extension)		1,804.85		1,804.85		5.270
Material Total		8,914.45		8,914.45		26.030
Direct Labor		21,608.25		21,608.25		63.096
Labor Total		21,608.25		21,608.25		63.096
Total Cost		30,522.70		30,522.70		89.127
Adjustment Markup	10.000	3,052.27		3,052.27	10.000	8.913
Total Markup	10.000	3,052.27		3,052.27	10.000	8.913
Bond Increase	2.000	671.50		671.50	2.000	1.961
Selling Price		34,246.47		34,246.47		100.000

	Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	% Final Price
	Final Price		34,246.47		34,246.47		



ENGINEERS AND SURVEYORS

31. Charles, II. 60175

Control Building Electrical Upgrades

Lower Level Process Plan

Northern Moraine Wastewater Reclamation District Island Lake, McHenry County, Illinois

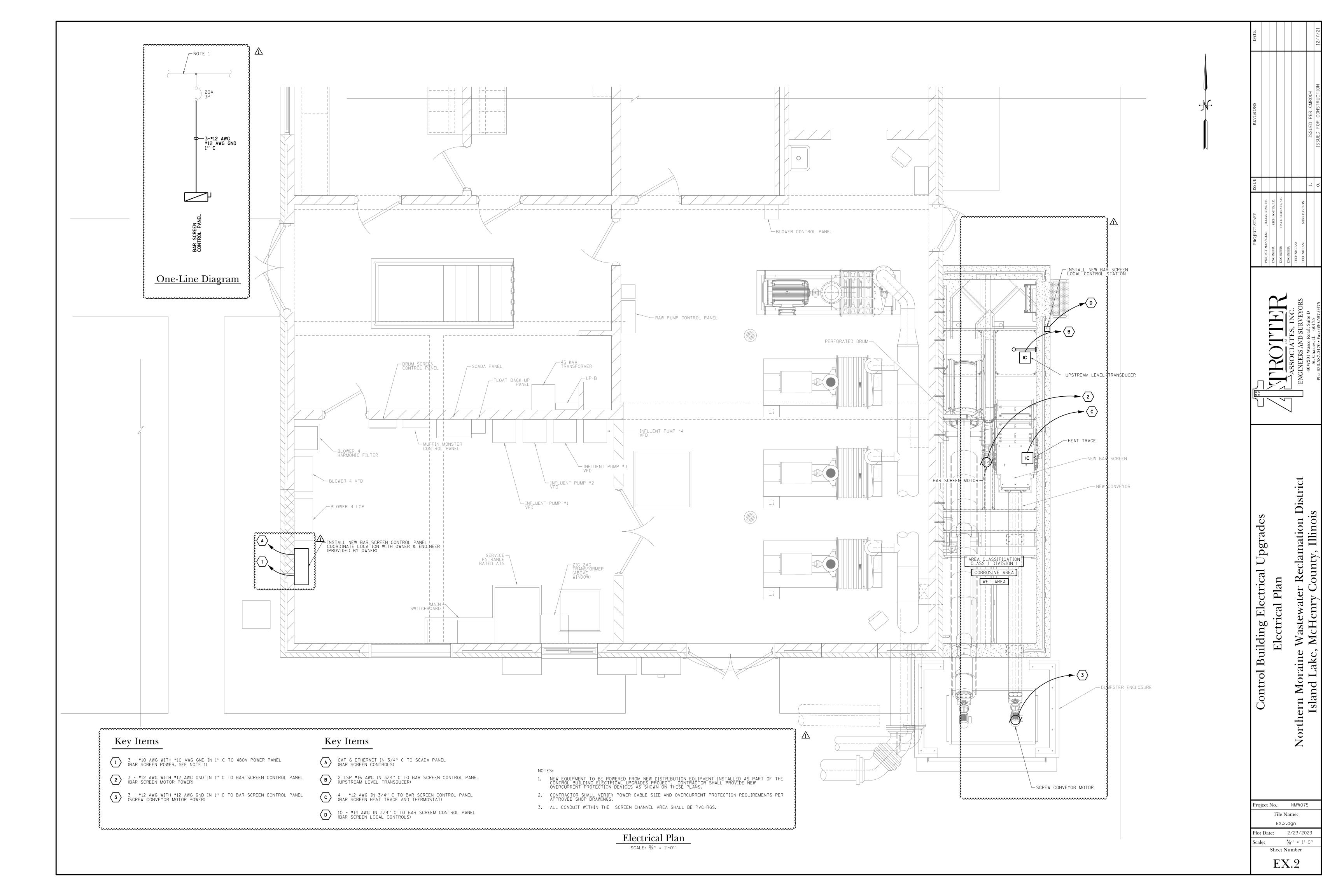
roject No.: NMW075

File Name:

EX.1.dgn

Plot Date: 6/14/2023
Scale: 3/8" = 1'-0"
Sheet Number

EX.1





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

Contract Modification Request No. 005 Date: June 2, 2023

To: Andy Bean From: Jillian Kiss

Project Manager Project Manager

**Project:** Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Owner: NMWRD Contractor: Pieper Electric, Inc.

113 Timber Trail 4210 43<sup>rd</sup> Ave

PO Box 240 Kenosha, Wisconsin 61654

Island Lake, Illinois 60102

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):

Contractor to provide material and labor to complete the following work:

- 1. Relocate existing I-Gard Sleuth high resistance ground (HRG) panel as shown on revised sheet EX.2. Provide material and labor to install #8 ground wire from zig zag transformer neutral to HRG panel and #8 ground wire from HRG panel to ground. Provide 120V power circuit from LP-B to HRG panel.
- 2. Relocate existing I-Gard Stoplight high resistance ground (HRG) panel as shown on revised sheet EX.2. Provide material and labor to install #8 ground wire from generator neutral to HRG panel and #8 ground wire from HRG panel to ground. Provide 120V power circuit from LP-B to HRG panel.

Note: EX.2 depicts the revised Control Room electrical layout from Field Order 001.

#### 2. Reason for Modification:

The Engineering drawings do not depict the existing HRG panels to be relocated or details on how to connect to the existing system. The HRG panels are required for the District's ungrounded system to protect existing equipment and components.

3. Approximate Cost Change to Contract Price:

\$ 5414.29

4. Additional Contract Time to Complete Modification:

\_\_\_\_ days

## 5. Attachments:

Sheets E.3 and EX.2 dated 6/2/2023 Proposal dated 6/6/23

Prepared by:

Jillian Kiss

Project Manager

Approved by:

Mohammed Haque

District Manager

Date: June 9, 2023

Date:

June 8, 2023

Cc: NMWRD

File (NMW075-7.21)



#### PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

# CMR 005 HRG Connections

June 6, 2023

**Re: NMWRD Control Building** 

Pieper Electric Inc. proposes to provide the following labor and material for the above referenced project per plans provided by Trotter, Inc.

#### **Inclusions:**

- Furnish and install conduit and wire for HRG power from panel LP-B.
- Furnish and install conduit and wire for ground interconnection of HRG panels to zig zag transformer and generator.
- Install previously removed HRG panels per plan.

Proposed Price: \$5,414.29

#### **Exclusions:**

- Taxes
- Coordination drawings.
- Dumpsters.
- Premium time.
- Permit fees
- Review fees.

Thank you for allowing me to quote on this project. If you have any questions, please contact me.

Sincerely,

Andy Bean

**Department Supervisor** 



#### TERMS AND CONDITIONS OF SALE

- 1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien daimants are duly paid.
- 2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or undestanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.
- PROPOSAL. Selier is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.
- 4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, toture and performance standards. Excess materials delivend to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Solier.
- 5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and tollet facilities for use by Soliter and its subcontractors/employees. Storage of materials and storage of Soliter's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Solier at the Project Site to leap Project Site froe from obstructions and conflicting work, and to obtain permission for Solier to gain access through adjacent property, if required by Solier to do so. Buyer shall be solely responsible for all risk, shall hold Solier harmiess and fire of flability, and shall compensate for any damages or costs artsing out of such access or the failure to maintain access, except to the extent due to the intentional acts of Solier, its agents and/or employees.
- 6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will turnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, who damage, theft, vandatism and mallicious mischiet, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.
- ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.
- SITE CONDITIONS. Solier shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Selier. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Selier to perform the work shall be performed by others or treated as an extra.
- 9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of by payment. Buyer agrees that, in addition to other remedies available to Selfer, if payment is not timely made, Selfer shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual atterneys' fees. Selfer shall turnish len waivers to Buyer at the time each Progress Payment and the Final Payment is made to Selfer for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all dains by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.
- JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Ste.
- 11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Selier in advance, which will be performed based on Selier's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to ordes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Sits unknown to Selier at the time Selier's signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Selier's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.
- 12. WORK STOPPAGE. Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Selice may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Selici's anticipated profit under this Agreement. Buyer's failure is sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Selier's sole control, shall also be cause for work stoppage by Selier.

- 13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contradors) or governmental authorities, unavailability of materials or supplies, unavoilable casualities, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Solier's sole control. Any such delay shall extend the time of performance or, at Soler's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calender days. Where Soler elects to extend performance, Soler shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Soler will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.
- 14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukoe County Cruit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of dvil tiligation, without regard to whether Itigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.
- 15. WARRANTY. Solier warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Selier's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be diffective within such warranty period, and with respect to which the Buyer has given Selier prompt written notice with such example yeard. No allowance will be made for repairs or alterations unless made with Selier's prior written consent or approval. In no event shall Selier's lability for damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Selier's entire liability with respect to warranties, guarantees, or representations, express or implied. Selier will be held harmless against claims, damages, losses and expenses, including attemeys' fees arising from work not done by Selier's own workstone.
- 16. CONFLICTSINCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any, (c) other documents comprising the contract, if any.
- 17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seilier not involving astestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, daims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
- 18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Sto. Selier shall make reasonable efforts to avoid damage to existing property. Selier will make overy effort to keep dust down to a bare minimum. Selier is not responsible for housedeaning or damages during normal construction activities.
- 19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt artising horeunder to Solier on time, or if Solier in good fath doubts the ability of Buyer to pay. Seller may, at its option, either: (a) terminate the work at any time thereaster, and Buyer shall thereupon pay for all work performed on a pro-stab basis pius all lost profit or fly discontinue work until such time at the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.
- 20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangble property, but only to the extent caused by the negligence of Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision. Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is not and void if the Buyer falls to perform any of its obligations under this contract. Seller's shall have the sole right to manage the defense of the claim or resolve the daim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.
- WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.
- 22. GENERAL EXCLUSIONS. Selier shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Selier shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Selier is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walk and floors is to be done by others unless specifically stated in this contract as Selier's responsibility.

## NMWRD Control Building 6/6/23 CMR005

### Pieper Electric

	Description	Quantity	Trade Price	Unit	Labor	Unit	Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	95	250.00	С	7.50	С	237.50	7.13
2	3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	3	0.00	С	0.00	С	0.00	0.00
3	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	12	315.32	С	3.75	С	37.84	0.45
4	#12 THHN BLACK	149	145.00	М	7.50	М	21.61	1.12
5	# 8 THHN GREEN	145	408.00	М	11.25	М	59.16	1.63
6	WIRE CONN RED	13	19.36	С	8.00	С	2.52	1.04
7	4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	5	53.23	Е	1.55	Е	266.15	7.75
8	COVER ROUND BLANK - CI	5	14.04	Е	0.25	Е	70.20	1.25
9	3/8-16x 2 1/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH	8	0.00	С	22.50	С	0.00	1.80
10	1/4-20x 1 HEX HEAD BOLT - PLTD STL	10	7.88	С	3.44	С	0.79	0.34
11	#12 WIRE POWER TERM	9	0.00	Е	0.19	Е	0.00	1.71
12	# 8 WIRE POWER TERM	8	0.00	Е	0.23	Е	0.00	1.84
13	1" DIAM CORE 6" THICK WALL	1	0.00	Е	0.00	Е	0.00	0.00
14	PROJECT MANAGEMENT	1	0.00	Е	1.00	Е	0.00	1.00
15	HRG	2	0.00	E	1.50	E	0.00	3.00
	Totals	466					695.76	30.06

	Labor Type	Crew	Hours	Full Rate	SubTotal	Total
1	FOREMAN w/TRUCK	1.00	14.53	145.00	2,106.85	2,106.85
2	JOURNEYMAN	1.00	14.53	132.00	1,917.96	1,917.96
3	PROJECT MANAGEMENT		1.00	105.00	105.00	105.00
	Totals	2.00	30.06	137.39	4,129.81	4,129.81

Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	% Final Price
Database Material (Extension)		695.76		695.76		12.850
Material Total		695.76		695.76		12.850
Direct Labor		4,129.81		4,129.81		76.276
Labor Total		4,129.81		4,129.81		76.276
Total Cost		4,825.57		4,825.57		89.127
Adjustment Markup	10.000	482.56		482.56	10.000	8.913
Total Markup	10.000	482.56		482.56	10.000	8.913
Bond Increase	2.000	106.16		106.16	2.000	1.961
Selling Price		5,414.29		5,414.29		100.000
Final Price		5,414.29		5,414.29		



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

Contract Modification Request No. 006 Date: July 25<sup>th</sup>, 2023

To: Andy Bean From: Dan Gillespie

Project Manager Construction Project Manager

**Project:** Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Owner: NMWRD Contractor: Pieper Electric, Inc.

113 Timber Trail 4210 43<sup>rd</sup> Ave

PO Box 240 Kenosha, Wisconsin 61654

Island Lake, Illinois 60102

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):

Assessment of liquidated damages incurred from May 1st through July 31st.

#### 2. Reason for Modification:

The contractor has accrued Liquidated Damages amounting to \$74,500.00 between February 20<sup>th</sup> and July 31<sup>st</sup>. Change Order #2 included a reduction to the contract of \$34,500.00 between February 20<sup>th</sup> and April 30<sup>th</sup>. Change Order #3 will include the remaining reduction of \$40,500.00 for the Liquidated Damages accrued between May 1<sup>st</sup> and July 31<sup>st</sup>. See the breakdown on the table below:

Current Contract Final Completion Date Per Change Order #2 Additional Days Granted Per Change Order #3 Start date for LDs	2/20/2023 12 3/4/2023
Pay Period Ending	7/31/2023
Days Beyond Final Completion	149
LDs per day	\$ 500.00
LD's Incurred to Date	\$ 74,500.00
Reduction of LD's Per Change Order #2	(\$34,000.00)
Amount of LD's To Be Included on Change Order #3	\$ 40,500.00

#### 3. Approximate Cost Change to Contract Price:

\$ (40,500.00)

4. Additional Contract Time to Complete Modification:

0 day

None

Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_

Dan Gillespie Mohammed Haque
Construction Eng. Manager District Manager

Date: 7/25/23 Date:

Cc: NMWRD

File (NMW075-7.21)

#### **CHANGE ORDER NO. 4**

Date: October 26, 2023 Date of Agreement: November 2, 2021

Project: Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Job Number: NMW075

Owner: NMWRD Contractor: Pieper Electric, Inc.

113 Timber Trail 4210 43<sup>rd</sup> Ave

PO Box 240 Kenosha, Wisconsin 61654

Island Lake, Illinois 60102

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) 7 and 8.

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

Original Contract Price		\$502,000.00
Amount of Previous Change Order(s)		-\$34,839.24
Current Contract Price adjusted by Previous Change Order(s)		\$467,160.76
Change in Contract Price Due to this Change Order		-\$42,866.26
Contract Price Including this Change Order		\$424,294.50
Original Contract Time	240	Calendar Days
Previous Changes to Contract Time	247	Calendar Days

Original Contract Time	∠+∪	Calcillar Days
Previous Changes to Contract Time	247	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	487	Calendar Days
Change to Contract Time Due to this Change Order	1	Calendar Days
Contract Time Including this Change Order	488	Calendar Days

Approvals:

NORTHERN MORAINE
WASTEWATER RECLAMATION
DISTRICT

PIEPER ELECTRIC, INC. TROTTER AND ASSOCIATES, INC.

Andy Bean

Department Supervisor

Dan Gillespie

Construction Engineering

Manager

Mohammed Haque, P.E.

District Manager



# NMWRD Control Building Electrical Upgrades Summary of Change Order #4

Original Contract Price	\$ 502,000.00
Previous Change Orders	(\$34,839.24)
Current Contract Price adjust by Previous Change Orders	\$ 467,160.76
Contract Price due to this Change Order will be adjusted by	\$ (42,866.26)
Contract Price including this Change Order	\$ 424,294.50

	Substantial	Final
	Completion	Completion
Original Completion Dates	June 30, 2022	June 30, 2022
Previous Contract Time Adjustment	247	235
Current Completion Dates adjusted by Previous Change Orders	March 4, 2023	February 20, 2023
Contract Time due to this Change Order to be Adjusted by	1	1
Completion Dates including this Change Order	March 5, 2023	February 21, 2023

CMR No.	Description	Amount	Days
7	ModBus	\$ 2,133.74	1
8	LD's Through October	\$ (45,000.00)	0
	TOTAL FOR CHANGE ORDER #3	\$ (42,866.26)	1



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

Co	ontract M	Iodification Request No.	007 <b>Date:</b>	September 11, 2023	
To	):	Andy Bean Project Manager	From:	Dan Gillespie Construction Engineering Manage	r
Project: Northern Moraine Wastewater Reclamation District Control Building Electrical Upgrades					
O	wner:	NMWRD 113 Timber Trail PO Box 240 Island Lake, Illinois 60102	Contractor:	Pieper Electric, Inc. 4210 43 <sup>rd</sup> Ave Kenosha, Wisconsin 61654	
		requested that a Contract ne following information is		e initiated to the above referenc sup data:	ed
1.		Work (Provide Attachmen and install conduit and wire		Bus communication with the SCAL	λ
2.	The char	for Modification:  nge was directed by ASD I  and ASD Engineering.	Engineering during	ng an onsite meeting between Pier	er
3.	Approxi	mate Cost Change to Conti	ract Price:	\$2,133.	74
4.	Addition	nal Contract Time to Comp	lete Modification	n: 1 <b>d</b>	ay
5.	<b>Attachm</b> Contract	nents: or Proposal for Additional SO	CADA Interconne	ections, dated 8/29/23	
Pre	pared by:	Dan Gillespie  Dan Gillespie	Approved	•	
		Construction Eng. Manager		Mohammed Haque District Manager	
Dat	te:	9/11/23	Date:	Sept 11, 2023	

Cc: NMWRD

File (NMW075-7.21)



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

#### **PCO-01**

#### **Additional SCADA Interconnections**

August 29, 2023

**Re: NMWRD Control Building** 

Pieper Electric Inc. proposes to provide the following labor and material for the above referenced project based on onsite visits by Dan Pappadakis (Pieper) and Antonio Colon (ASD Engineering). Antonio requested that the VFDs have daisy chain connections, ending in the SCADA panel. This conduit and wire does not appear on the IFC electrical drawings.

#### **Inclusions:**

- Furnish and install conduit and wire between each VFD and then back to the SCADA panel.
- Perform control wiring terminations on points specified by ASD Engineering.

Proposed Price: \$2,133.74

**Additional Contract Time: 1 day** 

#### **Exclusions:**

- Taxes
- Coordination drawings.
- Dumpsters.
- Premium time.
- Permit fees
- Review fees.

Thank you for allowing me to quote on this project. If you have any questions, please contact me.

Sincerely,

Andy Bean

**Department Supervisor** 

# NMWRD Control Building 8/29/23 Additional Scada Wiring Connections Pieper Electric

	Description	Quantity	Trade Price	Uni	Labor	Unit Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	10	250.00	С	7.50	C 25.00	0.75
2	3/4x CLOSE NIPPLE - RMC - GALV	5	168.00	С	37.00	C 5.88	1.85
3	3/4" TYPE LL STD CONDUIT BODY W/ CVR & GSKT - RMC	1	22.27	Е	0.80	E 19.60	0.80
4	3/4" TYPE LR STD CONDUIT BODY W/ CVR & GSKT - RMC	1	22.27	Е	0.80	E 19.60	0.80
5	3/4" TYPE T STD CONDUIT BODY W/ CVR & GSKT - RMC	. 3	25.92	Ε	1.25	E 68.43	3.75
6	3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	3	0.00	С	0.00	C 0.00	0.00
7	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	1	315.32	С	3.75	C 3.15	0.04
8	#16- 1P TWISTED CABLE SHLD	30	600.00	М	6.20	M 18.00	0.19
9	3/4" FIELD CUT KO	8	0.00	Ε	0.23	E 0.00	1.84
10	#16 WIRE CONTROL TERM	16	0.00	Е	0.05	E 0.00	0.80
11	PROJECT MANAGEMENT	1	0.00	Ε	1.00	E 0.00	1.00
12	INVESTIGATION	1	0.00	Е	1.00	E 0.00	1.00
	Totals	80				159.66	12.81

	Labor Type	Crew	Hours	Full Rate	SubTotal	Total
1	FOREMAN w/TRUCK	1.00	5.91	145.00	856.95	856.95
2	JOURNEYMAN	1.00	5.91	132.00	780.12	780.12
3	PROJECT MANAGEMENT		1.00	105.00	105.00	105.00
	Totals	2.00	12.82	135.89	1,742.07	1,742.07

Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	% Final Price
Database Material (Extension)		159.66		159.66		7.483
Material Total		159.66		159.66		7.483
Direct Labor		1,742.07		1,742.07		81.644
Labor Total		1,742.07		1,742.07		81.644
Total Cost		1,901.73		1,901.73		89.127
Adjustment Markup	10.000	190.17		190.17	10.000	8.913
Total Markup	10.000	190.17		190.17	10.000	8.913
Bond Increase	2.000	41.84		41.84	2.000	1.961
Selling Price		2,133.74		2,133.74		100.000
Final Price		2,133.74		2,133.74		

#### TERMS AND CONDITIONS OF SALE

- ENTIRE AGREEMENT. Pieper Flectric, Inc. is herein referred to as the "Seller" and the parts ("Goods") from the Seller is referred to as the Seller and the parts ("Goods") from the Seller is referred to as "Buyer." These Terms and Conditions of my applicable Fee Schedule, quotation, acknowledgment, Seller's scope of work, or invoice from want to the sale of Services and Goods and all documents incorporated by specific reference Seller reevant to the sale of Services and Goods and all documents incorporated by specific reference herein on therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreemelt") governing the sale of Services and Goods by Seller to Buyer. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Bu er's purchase order. Buyer's acceptance of the Services and Goods will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse
- 2. PRICES. Unless oth rwise specified in writing by Seller, the price quoted or specified by Seller for the Services and Goods Stall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or ack owledgment of Buyer's order for the Services and Goods, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time. If authorization is not received by Seller within such timity (30) day period or quote is no laccepted in totally, Seller shall have the right to change the price for the Services and Goods. All prices are exclusive of taxes, which are to be borne by Buyer.
- PAYMENT. Buyer shall be billed nonthly or at the completion of Services, at Seller's sole

# o. FATMENT. Duyer snall be billed monthly or at the completion of Services, at Seller's sole management, at its discretion, may house more than thirty (30) days to complete. Terms of pay of Seller's invoice. For residential work, payment provided by Seller. Seller shall have the right, a Agreement or to suspend further performance under to make any payment when due, which other agreement or the suspend further performance under to the management of the contract shall gover to make any payment when due, which other agreement or the suspend further performance under the suspending the s terms and conditions of the contract shall govern

If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Final payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from linns or the warranty included in this Agreement. No retention shall apply to any of the wolk. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction, or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, ash payments or security satisfactory to Seller, ash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance. Buyer hereby grants Seller as ecurity interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

- 4. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all Services and delivery of Goods described in the Proposal, unless expressly stated to the contrary. Any items not listed an not included in the ement price and shall be the obligation of the Buyer
- CONSTRUCTION MATERIALS. All materials and work shall be furnished with normal industry tolerances for color, variation, thickness, size, weight, abount, finish, texture, and performance standards. Excess materials delivered to job site and or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.
- 6. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, teleptone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials an storage of Seller's equipment shall also be provided by Buyer. All utility connections as service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintal access for Seller at the Project Site to keep Project Site free from obstructions and conflictin work, and to obtain permission for Seller to gain access through adjacent property, if require by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and the self-based sel free of liability, and shall compensate for any damages or costs arising out of such acce the failure to maintain access, except to the extent due to the intentional acts of Sell agents and/or employees.
- INSURANCE. Seller shall maintain the following insurance or self-insurance covera : Worker's 7. INSURANCE. Selief shall maintain the following insurance of seir-insurance coverage: workers a Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by disease. Commercial General Liability for bodily injury any property damage with a limit of \$2,000,000 per occurrence and aggregate. Automobile Liability ingrance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per tosage or all owner, not routed an a lease of ventices and wind its subject or 20 collectes angle miniper in occurrence of \$2,000,000. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurange covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, thet, vandalism and malticious mischief, naming Seller as additional insured. Buyer assumes risk of bcontractors or employees loss during construction, except for the intentional acts of Seller, its
- ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards 8. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indem fify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials. This Agreement is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials fill not be encountered or disturbed during performing the work. Seller is not responsible or expenses, claims or damages arising out of the presence, disturbance, or removal of ast estos-containing or toxic material. If such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials. materials at the work site.
- 9. SITE CONDITIONS. Seller shall no be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relogation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.
- 10. JOB SIGN. Buver agrees to low Seller to display a construction sign at the Project Site
- 11. CHANGES. No changes additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance y at least five (5) business days for each change unless otherwise agreed in
- 12. WORL STOPPAGE. Should work be stopped by any public authority or the Buyer for more that thirty (30) calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also ause for work stoppage by Seller.
- 13. WORKING HOURS. Unless specifically noted, all Services included in this Agreement are to be performed during normal business hours, Monday through Friday. Services performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

- EXCUSE OF PERFORMANCE. While Seller will use all reasonable commercial efforts maintain the performance dates acknowledged or quoted by Seller, all performance date approximate and not guaranteed. Seller shall not be liable for delays in performance or for performance due to acts of God; war; viral outbreaks, disease, pandemic, widespread sicknowledged. epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; gove epidemic; rire; flood; weather; salootage; strikes or labor disputes; civil disturbances or nots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Any such delay shall extend the time of performance or, at Seller's option, terminate this Agreement if the cause of the daray cannot be resolved within thirty (30) calendar days. Where Seller elects to extend performance, Seller shall to be defined to describe the seller of sellers. also be entitled to additional payment to reflect any increased cost of labor and/o will give notice to Buyer of delay and any adjustments to time of performance of materials. Selle or cost of the work essitated by the delay
- 15. LIMITED WARRANTY. Seller warrants the proper performance of the Services for a period of ninety (90) days from the completion of the Services. Warranties applicable to Goods furnished by Seller ninety (90) days from the completion of the Services. Warranties applicable of Goods furnished by Seller shall be that of the manufacturer of such Goods and only to the exter assignable to Buyer. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, or merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability inder the warranty is strictly and exclusively limited to the repair or replacement at the job sits of such work (including material and equipment) as is found to be defective within such valrranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller' prior written consent or approval. This paragraph states Seller's entire liability with respect to warranties, guarantees, or

CONTRACT Shall GOVERN

LER SHALL NOT BE LIABLE FOR DAMAGES CAUSED EMBED SO F BUYER SET FORTH IN THIS AGREEMENT ROLES OF BUYER SET FORTH IN THIS AGREEMENT ROLES OF THE FORM OF THE CLAIM OR CAUSE OF CT INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, AND SUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR GOODS PROVIDED BY SELLER GRING RISE THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be lignled to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. or damage to property or equipmy

LER SHALL NOT BE LIABLE FOR DAMAGES CAUSED

- 17. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the Agreement, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.
- 18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or project any personal property inside and outside the Project Site. Seller shall make reasonable eyforts to avoid damage to existing property. Seller will make every effort to keep dust down of a bare minimum. Seller is not responsible for housecleaning or damages during struction activities
- OLD HARMLESS. Each party shall indemnify and hold the other party harmless from loss e, liability, or expense resulting from damage to personal property of a third party, or injuries. carriage, liability, or expense resulting from carriage to personal property or a timic party, or injuries, including death, to third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing informalication or a party's subcontractors, agents, or employees during performance hereunder. Such demnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is; i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall
- GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising or REMERIAL EXCLUSIONS. Sellet shall not be responsible for coolinating of supervising the performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable extrement for hidden or latent conditions. The cost of pumping water from basements and the excavations is not included in this Agreement. Any alteration or deviation from the ecit, actions as outlined on reverse involving extra cost of material or labor will only be ecuted upon written orders for same and will become an extra charge over the sum provided that the properties of the same and the provided that the same and the provided that the provided mentione in this Agreement. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited. Paching of walls and floors is to be done by others unless specifically stated in this Agreement as celler's responsibility.
- building codes, cita ons, rules, regulations, standards, and statutes applicable to this Agreement (collectively, "Laws"), including without limitation Laws related to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Seller.
- 22. LIEN NOTICE. As required by the applicable state construction lien law, Seller hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on the Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Buyer or those who give the Buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to their mortgage lender, if any, Seller agreed to co-operate with the Buyer and Buyer's lender, if any, to see that all potential lien claimants are duly paid.
- 23. **DISPUTES.** The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Wisconsin without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Wisconsin and, the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation between the property and the manual property of the property of t litigation has been commenced by Buyer.



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

Contract Modification Request No. 008 Date: October 26<sup>th</sup>, 2023

To: Andy Bean From: Dan Gillespie

Project Manager Construction Project Manager

**Project:** Northern Moraine Wastewater Reclamation District

Control Building Electrical Upgrades

Owner: NMWRD Contractor: Pieper Electric, Inc.

113 Timber Trail 4210 43<sup>rd</sup> Ave

PO Box 240 Kenosha, Wisconsin 61654

Island Lake, Illinois 60102

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):

Assessment of liquidated damages incurred from August 1st through October 31st.

#### 2. Reason for Modification:

The contractor has accrued Liquidated Damages amounting to \$19,500.00 between March 5<sup>th</sup> and October 31<sup>st</sup>. Change Order #2 included a reduction to the contract of (\$34,500.00) between February 20<sup>th</sup> and April 30<sup>th</sup>. CMR-006 included a reduction to the contract of (\$40,500.00) between May 1<sup>st</sup> and July 31<sup>st</sup>. This CMR will include the remaining reduction of (\$45,500.00) for the period of August 1<sup>st</sup> to October 31<sup>st</sup>.

Contract Final Completion Date	3/5/2023
Start date for LDs	3/6/2023
Pay Period Ending	10/31/2023

Days beyond final completion	239
LDs per day	\$ 500.00
LD's Incurred to Date	\$ 119,500.00
Reduction of LD's Per Change Order #2	(\$34,000.00)
Reduction of LD's Per CMR-006	(\$40,500.00)
Amount of LD's To Be Included in CMR-008	\$ 45,000.00

3. Approximate Cost Change to Contract Price:

\$ (45,000.00)

4. Additional Contract Time to Complete Modification:

0 day

5.	<b>Attachments:</b>
J.	multiplication of the state of

None

Prepared by:

Approved by:

Dan Gillespie Construction Eng. Manager

Mohammed Haque District Manager

Date:

10/26/23

Date:

Cc: NMWRD

File (NMW075-7.21)



#### **AGENDA ITEM # 10B**

**Meeting Date:** November 14, 2023

Payment Request #17 - Holiday Hills /La Villa Vaupell Sewer Item:

Extension Project - Phase 1

**Staff Recommendation:** Motion to approve Pay Request #17 in the amount of \$71,337.75

to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer

Extension - Phase 1 Project.

**Staff Contact:** Mohammed M. Haque, District Manager

#### **Background:**

Pay application #17 covers restoration work, particularly the planting of trees, as well as the delivery and installation of the generator. Retainage has been reduced to the amount of \$50,000.00 and has been withheld from the payment request. The payable amount, less retention, and past payments, is \$71,337.75. The payment has been reviewed and approved by Trotter and Associates.

The project is nearing completion as Trine wraps up the remaining restoration and lift station punchlist items. The punchlist items relating to electrical work at the lift station will be reviewed by TAI once they are complete.

#### **Recommendation:**

It is the recommendation of the District Manager to Approve Payment Request #17 in the amount of \$71,337.75 subject to receipt of the certified payroll for the landscape sub-contractor.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote



# **Transmittal Sheet**

To:	Mohammed Haque		From:	Dan Gillespie
	Northern Moraine V	Vastewater	_	Trotter and Associates, Inc.
	Reclamation Distric	t		
	113 Timber Trail			40W201 Wasco Road, Suite D
	Island Lake, Illinois	60042		St. Charles, Illinois 60175
				(630) 587-0470
Date:	October 9, 2023	•	IW082 – Hol ension – Pha	iday Hills/Le Villa Vaupell Sewer se 1
Enclose	d please find the follo	wing documents/	information	:
1	Recommendation of	Payment		
1	Pay Request			
1	Certified Payroll			
1	Pay app waivers			
	ove documents/inform	ation are submit		
	s requested			our signature
X Fo	or your approval		For yo	our information and files
Comme	nts:			
Mohamı	med,			
	vers for pay app #15 fo	•	•	Request #17, Certified Payroll, and aupell Sewer Extension – Phase 1
Please co	ontact me if you have a	any questions.		
		, J. 1		Thank you,
				Dan Gillespie

#### RECOMMENDATION OF PAYMENT NO. 17 ENGINEER'S PROJECT NO: NMW-082

#### NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: TRINE CONSTRUCTION CORP.

CONTRACT FOR: HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION –

PHASE 1

APPLICATION DATE: October 27, 2023 APPLICATION AMOUNT: \$71,337.75

PERIOD ENDING: October 27, 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.

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: October 9, 2023 BY:

Daniel Gillespie Construction Engineering Manager

\_\_\_\_\_

#### STATEMENT OF WORK **Original Contract Price** \$7,825,286.94 **Net Change Orders** \$110,142.84 **Current Contract Price** \$7,935,429.78 Work to Date \$7,695,375.72 Work to be Done \$240,054.06 Amount Retained (Fixed) \$50,000.00 \$7,645,375.72 Subtotal Stored Materials Payment This Period \$0.00 Subtotal Including Stored Materials This Period \$7,645,375.72 **Previous Payments** \$7,574,037.97 Amount Due This Payment \$71,337.75

STORED MATERIALS TOTAL COMPLETED & STORED TO DATE 5. RETAINAGE: Subscribed and sworn to before me this day of No.y., 2023  Subscribed and sworn to before me this day of No.y., 2023	APPLICATION AND CERTIFICATION FOR PAYMENT	AIA DOCUMENT G702 PAGE ONE OF PAGES
PENDO TO: Oclober 27, 2023 ARCHITECT PROMETHER DOSSTRUCTION CORP. 101 TRINE CT. 5T. CHARLES, IL. 60174 ST. CHARLES	RECLAMATION DISTRICT SEWER EXTENSION PHASE 113 TIMBER TRAIL	1
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.  1. ORIGINAL CONTRACT SUM.  57.825.288.94  2. ORIGINAL CONTRACT SUM TO DATE:  57.825.288.94  3. SUB-TOTAL - ALTERNATE A \$482,073.10  \$8.00 TOTAL ALTERNATE B \$331.575.60  \$8.00 TOTAL ALTERNATE B \$321.575.60  \$8.00 TOTAL COMPLETED & STORED TO DATE \$7.695.375.72  \$1. CLESS FORCED Materials.  50.00  Total Retainage (Lines 5a + 5b or S0.000.00  Total Retainage (Lines 5a + 5b or S7.645.375.72  \$1. TOTAL SUB-TOTAL - STORED TO DATE \$7.645.375.72  \$1. TOTAL SUB-TOTAL SUB-TOTA	ISLAND LAKE, IL 60042 FROM: TRINE CONSTRUCTION CORP. 101 TRINE CT. VIA ARCHITECT: TROTTER AND ASSOCIATE 40W201 WASCO RD	CONTRACTOR
Application is made for payment, as shown below, in connection with the Contract.  Continuation Sheet, AIA Document G703, is attached.  Signature of the Contract Sheet Sheet of the Contract Sheet	CONTRACT FOR: Site Utilities	CONTRACT DATE 5/11/22
2. Net change by Change Order. \$110,142.84 3. CONTRACT SUM TO DATE \$7,935,429.78 4. SUB-TOTAL TOTAL BID \$6,067,871.68 SUB-TOTAL - ALTERNATE \$331,575.60 SUB-TOTAL - ALTERNATE \$331,575.60 SUB-TOTAL - ALTERNATE \$321,945.40 SUB-TOTAL - ALTERNATE \$361,909.95 TOTAL COMPLETED & STORED TO DATE \$7,695,375.72 (Less Stored Materials) STORED MATERIALS SUB-TOTAL COMPLETED & STORED TO DATE \$7,695,375.72 (Less Stored Material) TOTAL COMPLETED & STORED TO DATE \$7,695,375.72  Total Retainage (Lines 5a + 5b or \$50,000.00 6. TOTAL EARNED LESS RETA \$50,000.00 6. TOTAL EARNED LESS RETA \$7,645,375.72 (Line 4 Less Line 5 Total) T. LESS PREVIOUS CERTIFICATES FOR PAYMENT Une \$77,337.75 PAYMENT (Line 6 from pr \$7,574,037.97 8. CURRENT PAYMENT DUE \$77,337.75 BALANCET OF INISH, INCLUDING RETAINAGE \$290,054.06 (Line 3 less Line 6)  CHANGE ORDER SUMMARY ADDITIONS TOTAL S 186,817.44 \$76,674.60  Total approved this Month  TOTALS 186,817.44 \$76,674.60  This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor payment are without	Application is made for payment, as shown below, in connection with the Contract.	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
a % of Completed Work \$50,000.00 b0 % of Stored Material \$0.00  Total Retainage (Lines 5a + 5b or	2. Net change by Change Order       \$110,142.84         3. CONTRACT SUM TO DATE (	State of: Illinais County of: DuPage MICHELLE LO COCC OFFICIAL SEAL Notary Public, State of Illin My Commission Expire
Total Retainage (Lines 5a + 5b or  Total Retainage (Lines 5a + 5b or  S50,000.00 6. TOTAL EARNED LESS RETA	a% of Completed Work\$50,000.00	Notary Public: Michelle Lc Coso My Commission expires: Suprember 24, 2024
(Line 3 less Line 6)  CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS Total changes approved in previous months by GC \$186,817.44 \$76,674.60  TOTALS 186,817.44 \$76,674.60  TOTALS 186,817.44 \$76,674.60  Total changes approved this Month Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without	Total Retainage (Lines 5a + 5b or \$50,000.00  6. TOTAL EARNED LESS RETA. \$7,645,375.72  (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from pr. \$7,574,037.97  8. CURRENT PAYMENT DUE \$71,337.75	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.
in previous months by GC \$186,817.44 \$76,674.60  Total approved this Month  TOTALS 186,817.44 \$76,674.60  This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without	(Line 3 less Line 6)  CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	Application and on the Continuation Sheet that are changed to conform to the amount certified.)
TOTALS 186,817.44 \$76,674.60 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without		By: Date:
Contractor named herein. Issuance, payment and acceptance of payment are without	Total approved this Month	
	TOTALS 186,817.44 \$76,674.60	
	NET CHANGES by Change Order \$110,142.84	

CONTINUATION SHEET AND DOCUMENT G703 PAGE OF PAGES

NORTHERN MORRAINE RECLAMATION DISTRICT 113 TIMBER TRAIL PO BOX 240 HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION PHASE 1

EM	В			ļ	D ID	COMPLETE PRE	VIOUS ESTIMATE	G : COMPLETED T	HIS ESTIMATE	STORED	ATERIALS	COMPLETE	TO DATE
	DESCRIPTION OF WORK	QUANITY	UNIT	UNIT PRICE	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL
1 AGGREGATE SHOU		627.00	SY	\$ 20.35	\$ 12,759.45	627 S		GUANITI	S -	GUANTI	S -	627	\$12,759.45
	E & VAULT, 4' DIAMETER	1.00	EA	\$ 14,750.00	\$ 14,750.00	1 . \$			5 -		S -	1	\$14,750.00
3 BRICK SIDEWALK R	EMOVAL AND REPLACEMENT	87.00	SF	\$ 25.70	\$ 2,235.90	87 . \$	2,235.90			I	\$ -	87	\$2,235.90
4 CHAIN LINK FENCE,	.7'	350.00	LF	\$ 212.00	\$ 74,200.00	350 \$	74,200.00		-		s -	350	\$74,200.00
5 CHAIN LINK DOUBLE	E SWING GATE	1.00	LS	\$ 4,980.00	\$ 4,980.00	1 ! \$	4,980.00		<u> </u>	ļ	S -	1.	\$4,980.00
6 CLEAR AND GRUBB	ING	1144.00	SY	\$ 15.40	\$ 17,617.60	1,109 \$	17,078.60		S -	<u> </u>	s -	1,109	\$17,078.60
7 CASING PIPE JACK	AND BORE, 16"	32.00	LF	\$ 1,418.00	\$ 45,376.00	32 \$	45,376.00		S		s -	32	\$45,376.00
8 CASING PIPE JACK	AND BORE, 20"	121.00	LF	\$ 1,018.00	\$ 123,178.00	121 \$	123,178.00		s -	<u> </u>	s -	121	\$123,178.00
9 COMED ALLOWANC	E	1.00	LS	\$ 150,000.00	\$ 150,000.00	0 \$	10,333.01				s -	0	\$10,333.01
10 CONNECTION TO EX	XISTING FORCE MAIN	2.00	EA	\$ 6,185.00	\$ 12,370.00	2 5	12,370.00		5 -	<u> </u>	s -	2	\$12,370.00
11 CULVERT FES REM	OVAL AND REPLACEMENT, 12" CMP	2.00	EA	\$ 694.20	\$ 1,388.40	2 5			S -		\$ -	2	\$1,388.40
12 CULVERT FES REM	OVAL AND REPLACEMENT, 15" CMP	14.00	EA	\$ 727.60	\$ 10,186.40	14 \$			\$ -		s -	14	\$10,186.40
	L AND REPLACEMENT, 10" CMP	30.00	LF	\$ 125.45	\$ 3,763.50	30 .5			s -		s -	30	\$3,763.50
	L AND REPLACEMENT, 12" CMP	721.00	LF	\$ 83.05		721 \$			s -		s -	721	\$59,879.05
	L AND REPLACEMENT, 15" CMP	343.00	LF	\$ 93.35	\$ 32,019.05	343 5			s -	Ť	\$ -	343	\$32,019.05
16 DEWATERING	EARLY EXCEMENT, TO OM	1.00	LS	\$ 727,805.00	\$ 727,805.00	1 5			\$ -	†	s -	1	\$727,805.00
17 DOUBLE SWING TU	DE CATE		LS	\$ 3,540.00		1 5					•		\$3,540.00
	IG STRUCTURE, NATURAL GAS	1.00	LS	3,340.00	3 3,340.00	······································	3,340.00			†	S -	1	95,540.00
	TRICAL, CONTROL EQUIPMENT,	1.00	LS	\$ 868,030.00	\$ 868,030.00	0.5	832,701.18		ş -		ş -	0	\$832,701.18
18A GENERATOR BLDG.	DOOR CREDIT	1.00	LS	\$ (17,000.00)	\$ (17,000.00)	1 5	(17,000.00)		s -			1	(\$17,000.00
18B GENERATOR BLDG.	RE-ROOF	1.00	LS	\$ 5,183.01	\$ 5,183.01	1 9	5,183.01		s -	PU TAIL LAND		1	\$5,183.01
	REMOVAL AND REPLACEMENT	183.00	SY	\$ 19.30		183				:	s -	183	\$3,531.90
	MOVAL AND REPLACEMENT	1085.00	SY	\$ 79.65	\$ 86,420.25	1,085			<del></del>		s -	1,085	\$86,420.25
21 HMA PATCHING, CL		3757.00	SY	\$ 77.10		3,757				!	s -	3,757	\$289,664.70
											<u> </u>	0,101	
	ON OF PAVEMENT THICKNESS	1.00	LS	\$ (65,000.00)		1 .5						050	(\$65,000.00
22 HMA PAVEMENT		658.00	SY	\$ 89.95	\$ 59,187.10	658			? <del>.</del>	<del>}</del>	! <u> </u>	658	\$59,187.10
23 INLET FILTERS		1.00	EA	\$ 106.30	\$ 106.30	0 5	·		<u> </u>	<u> </u>	5	0	\$0.00
24 LANDSCAPE TIMBE	R WALL REMOVAL AND REPLACEMENT	1.00	LS	\$ 2,698.50	\$ 2,698.50	0.5	-		s -		s -	0	\$0.00
	IPLETE (INCLUDES WET WELL, VALVE &									1			
	MPS, PIPING, CONCRETE PAD, ETC.)	1.00	LS	\$ 655,000.00	\$ 655,000.00	1.00	655,000.00					1.00 S	655,000.00
26 LIGHT POLE REMOV	VAL AND RESET	2.00	EA	\$ 2,827.00	\$ 5,654.00	2 5	5,654.00			!	s -	2	\$5,654.00
27 MERRIMAC STONE	BED	64.00	LS	\$ 38.55	\$ 2,467.20	64 5	2,467.20				s -	64	\$2,467.20
28 MOBILIZATION		1.00	LS	\$ 443,828.40		1.00 \$			s -	[	s -	1.00	\$443,828.40
29 NICOR GAS SERVIC	CE ALLOWANCE	1.00	LS	\$ 25,000.00		0 \$			\$ -	1	\$ -	0	\$0.00
30 PAVEMENT REMOV		3917.00	SY	\$ 12.85		3,917			č	·	s -	3,917	\$50,333.45
				·		:			č	†	;	1	
	MOVAL AND REPLACEMENT	96.00	SY	\$ 142.65	\$ 13,694.40	96 .5		-	·	<del>}</del>	S -	96	\$13,694.40
	MOVAL AND REPLACEMENT	35.00	SF	\$ 53.95	\$ 1,888.25	35 .5			\$ <del>.</del>	<del></del>	S -	35	\$1,888.25
33 PCC CURB AND GU	TTER REMOVAL AND REPLACEMENT	10.00	LF	\$ 179.90	\$ 1,799.00	10 5	1,799.00		\$ -		S -	10	\$1,799.00
PERENNIAL PLANTS 34 BEAUTY ONION), 1-	S, ALLIUM 'SUMMER BEAUTY' (SUMMER GALLON	9.00	EA	\$ 23.15	\$ 208.35	9 5	208.35		ş -		s -	9	\$208.35
	S, CALAMAGROST IS X ACUTIFORA FEATHER REED GRASS), 3-GALLON	9.00	EA	\$ 23.15	\$ 208.35	9 5	208.35		s -		s -	9	\$208.35
	S, SPOROBOLUS HETEROLEPIS (PRAIRIE												
36 DROPSEED), 1-GAL	LON	13.00	EA	\$ 23.15	\$ 300.95	13 5	300.95		5 -		s -	13	\$300.95
37 PLUG VALVE AND V	/ALVE BOX, 8"	1.00	EA	\$ 7,225.00	\$ 7,225.00	1 5	7,225.00		s -	<u> </u>	<u> </u>	1	\$7,225.00
38 PLUG VALVE AND \	/ALVE BOX, 10"	1.00	EA	\$ 9,350.00	\$ 9,350.00	1.5	9,350.00		s -		s -	1	\$9,350.00
38A CMR-014 GATE VAL		1.00	LS	\$ 11,100.78	\$ 11,100.78	1 5			s -		ZI GNI	1	\$11,100.78
	The second secon				7				ř	†	s -		
	POSAL OF UNSUITABLE MATERIAL	100.00	CY	\$ 33.10	\$ 3,310.00	100 5		<del>  </del>	<u>-</u>	<del></del>	Ť	100	\$3,310.0
40 RIP RAP REMOVAL	AND REPLACEMENT	39.00	SY	\$ 112.95	\$ 4,405.05	39 ;	\$ 4,405.05	ļ	\$ <u>-</u>		s -	39	\$4,405.0
41 SANITARY DROP M	IANHOLE, 4' DIAMETER	5.00	EA	\$ 15,715.00	\$ 78,575.00	5	\$ 78,575.00	ļļ	\$ -	.]	s -	5	\$78,575.0
42 SANITARY FORCE	MAIN, 1 1/4" HDPE SDR-11	3.00	LF	\$ 70.00	\$ 210.00	3 5	\$ 210.00	i i	s -		s -	3	\$210.0
43 SANITARY FORCE	and developed the state of the	50.00	LF	\$ 174.30		50			s -	T	s -	50	\$8,715.0

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

TEM	В	<del>}</del>		C	D SID	COMPLETE PREV	/IOUS ESTIMATE	COMPLETED T	HIS ESTIMATE	STORED M	ATERIALS	COMPLETE	D TO DATE
O.	DESCRIPTION OF WORK	QUANITY	UNIT	UNIT PRICE	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL
44	SANITARY FORCE MAIN, 10" PVC 900	2908.00	LF	\$ 112.60		2,908 \$	327,440.80		s -		\$ -	2,908	\$327,440.8
44A	DIRECTIONAL DRILL 10" FORCE MAIN	891.00	LF	\$ 169.90		891 \$	151,380.90		s -			891	\$151,380.9
45	SANITARY MANHOLE, 4'-DIAMETER	22.00	EA	\$ 9,000.00	1	22 \$	198,000.00		s -		s -	22	\$198,000.0
46	SANITARY SERVICE, 6" PVC SDR-26	1634.00	<del></del> LF	S 148.55	1	1,634 \$	242,730.70	i.	s -		s -	1,634	\$242,730.7
47	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 219.95	1	0 5			s -		s -	0	\$0.0
47A	SANITARY SEWER TEE-WYES 8 X 6" WITH RISER	46.00	<del></del> Ω	\$ 1,219.95		46 \$	56,117.70		s -		\$ -	46	\$56,117.7
			<u>-Л</u>	\$ 1,373.80	1	o s	;		s -		s -	0	\$0.0
48	SANITARY SEWER TEE-WYES 10" X 6"	0.00				19 \$	24,728.40		ς .		s -	19	\$24,728.4
48A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	19.00	EA LF	\$ 1,373.80 \$ 132.30	1	;	57,682.80	***************************************	s -		\$ -	436	\$57,682.8
49	SANITARY SEWER, 8" PVC C900	436.00	•••••		1	436   \$	1					1 :	
50	SANITARY SEWER, 8" PVC SDR-26	2366.00	LF	\$ 119.45		1	282,618.70	·	5		\$ -	2,366	\$282,618.7
51	SANITARY SEWER, 10" PVC C900	0.00	<u>LF</u>	\$ 256.95	1	0 \$			5		<u>s</u>	0	\$0.0
52	SANITARY SEWER, 10" PVC SDR 26	3273.00	<u>LF</u>	\$ 141.50		3,273 \$	463,129.50		S	:	\$	3,273	\$463,129.5
53	SANITARY SEWER, 12" PVC SDR 26	139.00	LF	\$ 207.15	\$ 28,793.85	139 \$	28,793.85	·····	S		\$ -	139	\$28,793.8
54	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	35.00	EA	\$ 1,277.90	\$ 44,726.50	35 \$	44,726.50		s -		s -	35	\$44,726.5
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		s -		s -	3	\$3,659.8
55	SHRUB, DIERVILLA LONICERA (DWARF BUSH HONEY SUCKLE), 5-GALLON	6.00	EA	\$ 77.10	\$ 462.60	6 \$	462.60		s -		\$ -	6	\$462.6
56	SHRUB, FOTHERGILLA GARDENTII (DWARF FOTHERGILLA), 3-GALLON	6.00	EA	\$ 77.10	\$ 462.60	6 \$	462.60		s -		s -	6	\$462.6
57	SHRUB, HYDRANGEA ARBORESCENS "INCREDIBALL' (INCREDIBALL HYDRANGEA), 5-GALLON	4.00	EA	\$ 77.10	\$ 308.40	4 S	308.40		s -		s -	4	\$308.
58	SILT FENCE	7546.00	LF	\$ 3.20	\$ 24,147.20	7,546 \$	24,147.20		s -		s -	7,546	\$24,147.
59	STORM CATCH BASIN REMOVAL AND REPLACMENT	1.00	EA	\$ 5,050.00	\$ 5,050.00	1 5	5,050.00		\$ -		s -	1	\$5,050.
60	STORM FES, 15" RCP	2.00	EA	\$ 1,142.00	1	: :	2,284.00		s -		s -	2	\$2,284.
61	STORM FES, 15" RCP REMOVAL AND REPLACEMENT	2.00	EA	\$ 1,231.85			2,463.70		s -		s -	2	\$2,463.
62	STORM SEWER, CLASS A, TYPE 1, 15" RCP	60.00	LF	\$ 78.35	1		4,701.00		s -		s -	60	\$4,701.
UZ	STORM SEWER, CLASS A, TYPE 1, 15" RCP REMOVAL AND												
63	REPLACEMENT	43.00	LF	\$ 87.35					s		S -	43	\$3,756.
64	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	260.00	LF	\$ 12.85	1				s -		.5	260	\$3,341.
65	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	39.00	LF	\$ 33.40	\$ 1,302.60	39 \$	1,302.60		s -		\$ -	39	\$1,302.
66	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	1.00	LS	\$ 5,135.00	\$ 5,135.00	1 \$	5,135.00		s -		s -	1	\$5,135.
67	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	13464.00	SY	\$ 9.00	\$ 121,176.00	12,465 \$	112,185.00		s -		s -	12,465	\$112,185.
68	TOPSOIL, SEEDING CLASS 4, EROSION CONTROL & BLANKET	1423.00	SY	\$ 10.60	\$ 15,083.80	1,423 \$	15,083.80		s -		s -	1,423	\$15,083.
69	TRACER WIRE ACCESS BOX	9.00	EA	\$ 565.70	\$ 5,091.30	9 \$	5,091.30		s -		s -	9	\$5,091.
70	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 19,756.90	\$ 19,756.90	1 s	19,756.90		s -		s -	1	\$19,756.
71	TREE PROTECTION	21.00	EA	\$ 244.14	1	1			s -		s -	0	\$0.
72	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	827.00	UN	\$ 29.55	1	7			s -		s -	827	\$24,437.
73	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1072.00	UN	\$ 37.25	1	,			s -		s -	850	\$31,662.
	10.		EA	\$ 790.30	7			20				20	\$15,806.
74	TREE, 3" CALIPER, BALLED AND BURLAPPED	20.00		7	(						S -	1	
75	TRENCH BACKFILL	5516.00	CY	\$ 41.10	1	7		·	S -		s -	5,516	\$226,707.
76	WIRE FENCE REMOVE AND REPLACE	34.00	LF	\$ 38.55	1				s -		\$ -	34	\$1,310.
77	SANITARY SEWER TV INSPECTION FOR 8' & 10"	9450.00	LF	\$ 3.45	\$ 32,602.50	Compared to the same	A DESCRIPTION OF THE PARTY OF T	SUCTED STREET, SECTION OF STREET	s -	telore by Marice Vo.	S -	9,450	\$32,602.
	PIPE MATERIAL - STORED MATERIALS  TOTAL BID PRICE	: NEW AND			\$ 6,294,972.53	0   8			\$ - : \$ 15,806.00	0	\$ -	0	\$ 0.0 \$6,067,871.6

	ALTERNATE_A		,	,					<del>,</del>	 	 	,
1	CLEAR AND GRUBBING	551.00	SY	\$	15.40 \$	8,485.40	551 \$	8,485.40	s	 5	 551	\$8,485.40
2	CULVERT REMOVAL AND REPLACEMENT, 10" CMP	13.00		5	124.20 \$	1,614.60	13 5	1,614.60	İs	 s	 13	\$1,614.60
3	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	24.00		s	81.80 \$	1,963.20	24 5	1,963.20	s	 s	 24	\$1,963.20

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

A	В			; C ]	D	E	F	G ! II !	l j j	К :	L
ITEM				BI	D	COMPLETE PREV		COMPLETED THIS ESTIMATE	STORED MATERIALS	COMPLETED	
NO.	DESCRIPTION OF WORK	QUANITY	UNIT	UNIT PRICE	TOTAL	QUANITY	TOTAL	QUANITY TOTAL	QUANITY TOTAL	QUANITY	TOTAL
4	DEWATERING	1.00	LS	\$ 97,800.00	\$ 97,800.00	1 S	97,800.00	s -	s -	1	\$97,800.00
5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	216.00	SY	\$ 82.25	\$ 17,766.00	216 S	17,766.00	\$ -	<u> </u>	216	\$17,766.00
6	HMA PATCHING, CLASS D, 9"	210.00	SY	\$ 138.80	\$ 29,148.00	210 \$	29,148.00	s -	<u> </u>	210	\$29,148.00
7	PAVEMENT REMOVAL	210.00	SY	\$ 12.85	\$ 2,698.50	210 \$	2,698.50	s -	s -	210	\$2,698.50
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.05	\$ 1,652.50	50 S	1,652.50	s -	\$ -	50	\$1,652.50
9	SANITARY MANHOLE, 4' DIAMETER	5.00	EA	\$ 11,684.00	S 58,420.00	5 \$	58,420.00	S -	s -	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	s -	s -	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	s -	\$ -	7	\$8,539.65
12	SANITARY SEWER, 8" PVC SDR-26	394.00	LF	\$ 98.30	\$ 38,730.20	394 \$	38,730.20	s -	s -	394	\$38,730.20
13	SANITARY SEWER, 10" PVC SDR 26	642.00	LF	\$ 108.55	\$ 69,689.10	642 \$	69,689.10	\$ -	s -	642	\$69,689.10
14	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	7.00	EA	S 1,273.25	\$ 8,912.75	7 S	8,912.75	s -	s -	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	s -	s -	1	\$1,219.95
15	SILT FENCE	820.00	LF	\$ 3.85	\$ 3,157.00	820 \$	3,157.00	s	s -	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	s -	ş -	2,310	\$20,790.00
17	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1 \$	999.00	\$ -	ş -	1.	\$999.00
18	TREE PROTECTION	13.00	EA	\$ 244.15	\$ 3,173.95	0 \$		\$ -	s -	0	\$0.00
19	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	234.00	UN	\$ 29.55	\$ 6,914.70	234 \$	6,914.70	s -	s -	234	\$6,914.70
20	TREE REMOVAL (OVER 15 UNITS DIAMETER)	254.00	UN	\$ 37.25	\$ 9,461.50	254 \$	9,461.50	s -	\$ -	254	\$9,461.50
21	TREE, 3" CALIPER, BALLED AND BURLAPPED	1.00	EA	\$ 790.00	\$ 790.00	1 \$	790.00	s -	s -	1	\$790.00
22		279.00		\$ 41.10		279 \$			\$ -	279	\$11,466.90
TOT	AL PRICE BID FOR ALTERNATE A	Ĺ		<u>.l</u> l	\$ 465,247.05	<u> </u>	462,073.10	; <b>\$</b> -	\$ -	J	462,073.10

	ALTERNATE B					,			.,		
1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	175.00	LF	\$ 81.80	\$ 14,315.00	175	14,315.00	s -	s -	175	\$14,315.00
2	CULVERT REMOVAL AND REPLACEMENT, 15" CMP	20.00	LF	\$ 92.05	\$ 1,841.00	20 5	1,841.00	ş <u>-</u>	s -	20	\$1,841.00
3	DEWATERING	1.00	LS	\$ 73,165.00	\$ 73,165.00	1 5	73,165.00	s -	<u>  s                                   </u>		\$73,165.00
4	HMA DRIVEWAY REMOVAL AND REPLACEMENT	293.00	SY	\$ 128.50	\$ 37,650.50	293	37,650.50	s -	s -	293	\$37,650.50
5	HMA PATCHING, CLASS D, 9"	161.00	SY	\$ 129.80	\$ 20,897.80	161	20,897.80	s -	<u>s</u> -	161	\$20,897.80
6	LANDSCAPE BLOCK WALL REMOVE AND RESET	1.00	LS	\$ 2,925.00	\$ 2,925.00	0 5		\$ -	<u> </u>	0	\$0.00
7	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	1.00	LS	\$ 3,535.00	\$ 3,535.00	0 5	-	s -	s -	0	\$0.00
8	LANDSCAPE TIMBER WALL REMOVAL AND REPLACEMENT	1.00	LS	\$ 2,762.75	\$ 2,762.75	0 5	-	s -	s -	0	\$0.00
9	PAVEMENT REMOVAL	161.00	SY	\$ 12.85	\$ 2,068.85	161	2,068.85	s -	ļs -	161	\$2,068.85
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.10	\$ 1,655.00	50	1,655.00	s -	, s -	50	\$1,655.00
11	SANITARY MANHOLE, 4' DIAMETER	2.00	EA	\$ 11,677.50	\$ 23,355.00	2	23,355.00	s -	, s .	2	\$23,355.00
12	SANITARY SERVICE, 6" PVC SDR-26	405.00	LF	\$ 147.20	\$ 59,616.00	405		\$ -	, s	405	\$59,616.00
13	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 218.65	s -	0	-	s -	s ·	0	\$0.00
13A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	13.00	EA	\$ 1,219.95	\$ 15,859.35	13	15,859.35	\$ -	\$ .	13	\$15,859.35
14	SANITARY SEWER, 8" PVC SDR-26	522.00	LF	\$ 97.00	\$ 50,634.00	522	50,634.00	s -	, s	522	\$50,634.00
15	SILT FENCE	793.00	LF	\$ 4.20	\$ 3,330.60	422	1,772.40	s -	\$ ·	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	s -	s -	1,103	\$9,927.00
17	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1.	999.00	s -	, s .	1	\$999.00
18	TREE PROTECTION	6.00	EA	\$ 244.00	\$ 1,464.00	0	š	s -	ļ	. 0	\$0.00
19	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	20.00	UN	\$ 29.55	\$ 591.00	0	3	s -	\$		\$0.00
20	TREE REMOVAL (OVER 15 UNITS DIAMETER)	48.00	UN	\$ 37.25	\$ 1,788.00	20	745.00	s -	\$	- 20	\$745.00
21	TREE, 3" CALIPER, BALLED AND BURLAPPED	2.00	EA	\$ 790.00	\$ 1,580.00	2	1,580.00	s -	s	2	\$1,580.00
	TRENCH BACKFILL	377.00	CY	\$ 41.10		<del></del>		s -	\$	- 377	\$15,494.70
TOT	AL BID PRICE FOR ALTERNATE B	L			\$ 345,454.55	<u> </u>	\$ 331,575.60	:\$ -	\$ -		\$ 331,575.60

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

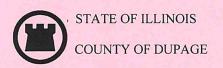
1															
A	В	1		; C		D	E		F	. G :	Н	<u> </u>	; J	K	L
ITEM					BID		COMPLE	TE PREV	OUS ESTIMATE	COMPLETED	THIS ESTIMATE	STORED	MATERIALS	COMPLET	ED TO DATE
NO.	DESCRIPTION OF WORK	QUANITY	UNIT	UNIT PRICE		TOTAL	QUANIT	<u>,                                    </u>	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL

	ALTERNATE C				γ					······	
1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	105.00	LF S	80.50 \$	8,452.50	105 \$	8,452.50	\$ -	s	- 105	\$8,452.50
2	DEWATERING	1.00	LS S	60,505.00 \$	60,505.00	1 \$	60,505.00	ş -	\$	1	\$60,505.00
3	HMA DRIVEWAY REMOVAL AND REPLACEMENT	198.00	SY	128.50 \$	25,443.00	198 \$	25,443.00	s -	s	- 198	\$25,443.00
4	HMA PATCHING, CLASS D, 9"	117.00	SY	129.80 \$	15,186.60	117 \$	15,186.60	s -	s	- 117	\$15,186.60
5	LANDSCAPE TIMBER PLANTER/BED REMOVAL AND REPLACEMENT	1.00	LS S	3,488.80 S	3,488.80	1 8	3,488.80	s -	s	- 1	\$3,488.80
6	LIGHT POLE REMOVAL AND RESET	1.00	EA :	2,827.00 \$	2,827.00	1 \$	2,827.00	s -	s	- 1	\$2,827.00
7	PAVEMENT REMOVAL	117.00	SY	12.85 \$	1,503.45	117 \$	1,503.45	s -	s	- 117	\$1,503.45
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	33.05 \$	1,652.50	50 \$	1,652.50	s .		- 50	\$1,652.50
-		2.00	EA		23,340.00	2 \$	23,340.00	\$ -	s	- 2	\$23,340.00
9	SANITARY MANHOLE, 4' DIAMETER	1	LF :		44,952.60	308 S	44,952.60	s -	s	- 308	\$44,952.60
10	SANITARY SERVICE, 6" PVC SDR-26	308.00			44,952.60		44,952.00	s -	s	- 300	\$0.00
11	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA !			0   \$	40.440.45	s -		- 11	\$13,419.45
11A	Control of the same of the sam	11.00	EA :		13,419.45	11 \$	13,419.45		\$		
12	SANITARY SEWER, 8" PVC SDR-26	508.00	LF !		49,276.00	508 \$	49,276.00	S -	\$	- 508	\$49,276.00
13	SANITARY SEWER TEE-WYES 8" X 6" W/ CAP (OPEN LOT)		EA !			0 \$	DECEMBER AND SERVICE	\$ -	\$	- 0	\$0.00
13A		2.00	EA :		2,439.90	2 \$	2,439.90	\$ -	\$	- 2	\$2,439.90
14	SILT FENCE TOPSOIL, SEEDING CLASS 1, EROSION CONTROL &	697.00	LF	4.20 \$	2,927.40	412 \$	1,730.40	\$ -	\$	- 412	\$1,730.40
15	BLANKET	982.00	SY	9.00 \$	8,838.00	982 \$	8,838.00	s -	s	- 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	5 244.15 S	1,464.90	0 \$		s -	\$	- 0	\$0.00
18	TRENCH BACKFILL	192.00	CY	41.10 \$	7,891.20	192 \$	7,891.20	s -	s	- 192	\$7,891.20
TOT	AL BID PRICE FOR ALTERNATE C			\$	274,607.30	\$	271,945.40	\$ -	\$	-	271,945.40
1 2	ALTERNATE D  AGGREGATE SHOULDER, TYPE B  CULVERT FES REMOVAL AND REPLACEMENT, 12" CMP	13.00 2.00	SY EA		264.55 1,375.50	13 \$ 2 \$	264.55 1,375.50	S -	s s	- 13 - 2	\$264.55 \$1,375.50
3	CULVERT REMOVAL AND REPLACEMENT, 8" CMP	24.00	LF .	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	1,839.60	24 \$	1,839.60	is - i	\$	- 24	\$1,839.60
4	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	194.00	LF	80.50 \$	15,617.00	194 \$	15,617.00	s -	\$	- 194	\$15,617.00
5	DEWATERING	1.00	LS	\$ 122,995.00 \$	122,995.00	1.0 S	122,995.00	s -	\$	- 1	\$122,995.00
6	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	35.00	SY	19.30 \$	675.50	25.5	675.50	is - !	: 0	- [ 35 ]	\$675.50
7 8	HMA DRIVEWAY REMOVAL AND REPLACEMENT HMA PATCHING, CLASS D, 9"	138.00				35   \$			S		
		467.00	SY		17,560.50	138   \$	17,560.50	\$ -	<u>s</u>	- 138	\$17,560.50
9	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	467.00 1.00	SY LS	\$ 133.65 \$							
10	PAVEMENT REMOVAL	1.00 467.00	SY LS SY	\$ 133.65 \$ \$ 3,488.00 \$ \$ 12.85 \$	17,560.50 62,414.55 3,488.00 6,000.95	138 \$ 467 \$ 1 \$ 467 \$	17,560.50 62,414.55 3,488.00 6,000.95	\$ - \$ -	S   S   S   S	- 138 - 467 - 1 - 467	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95
10 11	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1.00 467.00 50.00	SY LS SY CY	\$ 133.65 \$ \$ 3,488.00 \$ \$ 12.85 \$ \$ 24.40 \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00	138 \$ 467 \$ 1 \$ 467 \$ 50 \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00	S - S - S -	\$ \$ \$ \$ \$	- 138 - 467 - 1 - 467 - 50	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00
10 11 12	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER	1.00 467.00 50.00 1.00	SY LS SY CY EA	\$ 133.65 \$ \$ 3,488.00 \$ \$ 12.85 \$ \$ \$ 24.40 \$ \$ \$ \$ 12,675.00 \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00	138 S 467 S 1 S 467 S 50 S	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00	S - S - S - S - S - S - S - S - S - S -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 138 - 467 - 1 - 467 - 50 - 1	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00
10 11	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1.00 467.00 50.00	SY LS SY CY	\$ 133.65 \$ \$ 3,488.00 \$ \$ 12.85 \$ \$ 24.40 \$ \$ \$ 12,675.00 \$ \$ \$ 12,660.00 \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00	138 \$ 467 \$ 1 \$ 467 \$ 50 \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00	S - S - S - S - S - S - S - S - S - S -	\$ \$ \$ \$ \$	- 138 - 467 - 1 - 467 - 50	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00
10 11 12 13 14 15	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6"	1.00 467.00 50.00 1.00 4.00 370.00	SY LS SY CY EA EA LF	\$ 133.65 \$ \$ 3,488.00 \$ \$ 12.85 \$ \$ 24.40 \$ \$ \$ 12.675.00 \$ \$ 12.660.00 \$ \$ 144.65 \$ \$ 439.65 \$ \$	17,560.50 62,414.55 3.488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50	138 S 467 S 1 S 467 S 50 S 1 S 4 S 370 S	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50	S - S - S - S - S - S - S - S - S - S -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 138 - 467 - 1 - 467 - 50 - 1 - 370 - 0	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50
10 11 12 13 14 15	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	1.00 467.00 50.00 1.00 4.00 370.00 0.00	SY LS SY CY EA EA LF EA EA	\$ 133,65 \$ 3,488.00 \$ 5 \$ 12.85 \$ \$ 5 \$ 24.40 \$ 5 \$ 5 \$ 12,675.00 \$ 5 \$ 12,660.00 \$ 5 \$ 144.65 \$ 5 \$ 439.65 \$ 5 \$ 1,373.00 \$ \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00	138 S 467 S 1 S 467 S 50 S 1 S 4 S 370 S 0 S	17,560.50 62,414.55 3.488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50	S - S - S - S - S - S - S - S - S - S -	S   S   S   S   S   S   S   S   S   S	- 138 - 467 - 1 - 467 - 50 - 1 - 370 - 370 - 0 - 9	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$0.00 \$12,357.00
10 11 12 13 14 15 15A	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER SANITARY SEWER, 8" PVC SDR 26	1.00 467.00 50.00 1.00 4.00 370.00 0.00 9.00 36.00	SY LS SY CY EA EA LF EA LF EA LF	\$ 133.65 \$ 3.488.00 \$ 5 \$ 3.488.00 \$ 5 \$ 12.85 \$ 5 \$ 24.40 \$ 5 \$ 5 \$ 12.675.00 \$ 5 \$ 12.660.00 \$ 5 \$ 144.65 \$ 5 \$ 439.65 \$ 5 \$ 1.373.00 \$ 5 \$ 118.15 \$ 5	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40	138 S 467 S 1 S 467 S 50 S 1 S 4 S 370 S 0 S 0 S	17,560,50 62,414,55 3,488,00 6,000,95 1,220,00 12,675,00 50,640,00 53,520,50 12,357,00 4,253,40	S - S - S - S - S - S - S - S - S - S -	S   S   S   S   S   S   S   S   S   S	- 138 - 467 - 1 - 467 - 50 - 1 - 4, - 370 - 0 - 9 - 36	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$0.00 \$12,357.00
10 11 12 13 14 15	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER SANITARY SEWER, 8" PVC SDR 26 SANITARY SEWER, 10" PVC SDR 26	1.00 467.00 50.00 1.00 4.00 370.00 0.00	SY LS SY CY EA EA LF EA EA	\$ 133.65 \$ 3.488.00 \$ 5 12.85 \$ 5 12.675.00 \$ 5 14.65 \$ 5 14.65 \$ 5 13.73.00 \$ 5 118.15 \$ 5 128.45 \$ 5	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00	138 S 467 S 1 S 467 S 50 S 1 S 4 S 370 S 0 S	17,560.50 62,414.55 3.488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50	S - S - S - S - S - S - S - S - S - S -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 138 - 467 - 1 - 467 - 50 - 1 - 370 - 370 - 0 - 9	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$0.00 \$12,357.00 \$4,253.40 \$145,662.30
10 11 12 13 14 15 15A 16	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER SANITARY SEWER, 8" PVC SDR 26 SANITARY SEWER, 10" PVC SDR 26	1.00 467.00 50.00 1.00 4.00 370.00 0.00 9.00 36.00	SY LS SY CY EA EA LF EA LF LF LF LF LS	\$ 133,65 \$ \$ 3,488.00 \$ \$ 12.85 \$ \$ 12.85 \$ \$ 24.40 \$ \$ 12,650.00 \$ \$ 12,660.00 \$ \$ 144,65 \$ \$ 439,65 \$ \$ 1,373.00 \$ \$ 118,15 \$ \$ 128,45 \$ \$ 128,45 \$ \$ 128,45 \$ \$ 118,15 \$ \$ 128,45 \$ \$ 118,15 \$ \$ 128,45 \$ \$ 118,15 \$ \$ 128,45 \$ \$ 118,15 \$ \$ 128,45 \$ \$ 128,45 \$ \$ 144,000,000 \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00)	138 S 467 S 1 S 467 S 50 S 1 S 370 S 0 S 0 S 1 S 1 S 370 S 0 S 1 S 370 S 0 S 1 S 370 S 0 S 1 S 370 S 1 S 370 S 3	17,580.50 62,414.55 3.488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00)	S - S - S - S - S - S - S - S - S - S -	S   S   S   S   S   S   S   S   S   S	- 138 - 467 - 1 - 467 - 50 - 1 - 370 - 370 - 0 - 36 - 1,134 - 1	\$17,560.50 \$62,414.55 \$3.488.00.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$50.00 \$12,357.00 \$4,253.40 \$145,662.30 (\$14,000.00
10 11 12 13 14 15 15A 16 17	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER SANITARY SEWER, 8" PVC SDR 26 SANITARY SEWER, 10" PVC SDR 26 CMR015 - SEWER GRADE CHANGES SANITARY SEWER GRADE CHANGES SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	1.00 467.00 50.00 1.00 4.00 370.00 9.00 9.00 1134.00 1.00	SY LS SY CY EA EA LF EA LF LS LF LF LS LF LS	\$ 133.65 \$ 3.488.00 \$ 5 \$ 3.488.00 \$ 5 \$ 12.85 \$ 5 \$ 24.40 \$ 5 \$ 5 \$ 12.650.00 \$ 5 \$ 144.65 \$ 5 \$ 439.65 \$ 5 \$ 1373.00 \$ 5 \$ 118.15 \$ 5 \$ 128.45 \$ 5 \$ (14,000.00) \$ \$ \$ 1,266.75 \$ \$	17,560.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00) 6,333.75	138 S 467 S 1 S 467 S 50 S 1 S 4 S 370 S 0 S 9 S 36 S 1,134 S 1 S	17,580,50 62,414,55 3,488,00 6,000,95 1,220,00 12,675,00 50,640,00 53,520,50 12,357,00 4,253,40 145,662,30 (14,000,00) 6,333,75	S - S - S - S - S - S - S - S - S - S -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 138 - 467 - 1 - 467 - 50 - 467 - 50 - 1 - 370 - 0 - 370 - 0 - 9 - 36 - 1,134 - 1	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$0.00 \$12,357.00 \$4,253.40 \$145,662.30 (\$14,000.00) \$6,333.75
10 11 12 13 14 15 15A 16 17 17A	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER SANITARY SEWER, 10" PVC SDR 26 SANITARY SEWER, 10" PVC SDR 26 CMR015 - SEWER GRADE CHANGES SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT) SILT FENCE	1.00 467.00, 50.00 1.00 4.00 370.00 9.00 36.00 1134.00 1.00 5.00	SY LS SY CY EA EA LF EA LF LF LF LF LS	\$ 133.65 \$ 3.488.00 \$ \$ 3.488.00 \$ \$ \$ 12.85 \$ \$ \$ 24.40 \$ \$ \$ \$ \$ 12.675.00 \$ \$ \$ 12.650.00 \$ \$ \$ 14.65 \$ \$ \$ \$ 439.65 \$ \$ \$ 1373.00 \$ \$ \$ \$ 118.15 \$ \$ \$ 128.45 \$ \$ \$ \$ (14,000.00) \$ \$ \$ \$ 1,266.75 \$ \$ \$ \$ 3.85 \$ \$ \$ \$ \$ 3.85 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	17,560.50 62,414.55 3.488.00 6.000.95 1.220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00) 6,333.75 4,050.20	138 S 467 S 1 I S 467 S 50 S 1 S 4 S 370 S 0 S 0 S 1 S 1 S 36 S 1 S 36 S 1,134 S 5 S 807 S	17,580.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00) 6,333.75 3,106.95	S - S - S - S - S - S - S - S - S - S -	S	- 138 - 467 - 11 - 467 - 50 - 1 - 370 - 9 - 370 - 0 - 9 - 134 - 134 - 11 - 5 - 807	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$0.00 \$12,357.00 \$4,253.40 \$145,562.30 \$(\$14,000.00) \$6,333.75 \$3,106.95
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10 11 12 13 14 15 15A 16 17 17A 18 19 20 21 22 23	PAVEMENT REMOVAL REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SANITARY DROP MANHOLE, 4' DIAMETER SANITARY MANHOLE, 4' DIAMETER SANITARY SERVICE, 6" PVC SDR-26 SANITARY SEWER TEE-WYES 10" X 6" SANITARY SEWER TEE-WYES 10" X 6" WITH RISER SANITARY SEWER, 10" PVC SDR 26 SANITARY SEWER, 10" PVC SDR 26 CMR015 - SEWER GRADE CHANGES SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT) SILT FENCE BLANKET TRAFFIC CONTROL AND PROTECTION TREE PROTECTION	1.00 467.00, 50.00, 1.00 4.00 370.00, 9.00 36.00 1134.00 1.00 5.00 1052.00 2371.00 2.00 27.00	SY LS SY LS SY LS LF LF LF LF LS LS LF	\$ 133.65 \$ \$ 3.488.00 \$ \$ 12.85 \$ \$ 12.85 \$ \$ 24.40 \$ \$ 12.675.00 \$ \$ 12.650.00 \$ \$ 144.65 \$ \$ 1439.65 \$ \$ 1.373.00 \$ \$ 118.15 \$ \$ 128.45 \$ \$ (14,000.00) \$ \$ 1.266.75 \$ \$ 3.85 \$ \$ 990.0 \$ \$ 998.00 \$ \$ 244.15 \$ \$ 29.55 \$	17,560.50 62,414.55 3.488.00 6.000.95 1.220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00) 6,333.75 4,050.20 21,339.00 998.00 488.30 797.85	138   S 467   S 1   S 467   S 50   S 1   S 50   S 4   S 370   S 0   S 9   S 36   S 1,134   S 1   S 807   S 2,371   S 0   S 9   S 1	17,580.50 62,414.55 3,488.00 6,000.95 1,220.00 12,675.00 50,640.00 53,520.50 12,357.00 4,253.40 145,662.30 (14,000.00) 6,333.75 3,106.95 21,339.00 998.00	S - S - S - S - S - S - S - S - S - S -	S   S   S   S   S   S   S   S   S   S	- 138 - 467 - 11 - 467 - 50 - 1 - 370 - 9 - 36 - 1,134 - 1,134 - 1 - 5 - 807 - 2,371 - 0 - 0 - 97	\$17,560.50 \$62,414.55 \$3,488.00 \$6,000.95 \$1,220.00 \$12,675.00 \$50,640.00 \$53,520.50 \$0.00 \$12,357.00 \$4,253.40 \$145,662.30 \$4,400.00 \$6,333.75 \$3,106.95 \$21,339.00 \$998.00 \$0.00
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Exhibit F.2 MHMC - Exhibit F.1 / CHS Dakes ED Expansion Project 215135

CONTINUATION SHEET	т						AIA DOCUMI	NT G703								PAGE OF PAG	SES	
NORTHERN MORRA	AINE			HOLIDAY HILLS/LE	VILLA	VAUPELL												
RECLAMATION DIS	TRICT			SEWER EXTENSI	ON PH	HASE 1									4	APPLICATION DATE	: 00	ctober 27, 2023
113 TIMBER TRAIL																PERIOD TO		
PO BOX 240																PROJECT NO:	: NMV	N-082
A	В	<del></del>		; c	7	D :	E		F ;	G		Н !	~~~~~~			K	·	L
ITEM		· · · · · · · · · · · · · · · · · · ·			BID		COMPL	ETE PREV	IOUS ESTIMATE	COMPLE	ED THIS	SESTIMATE	STORED	MATER	RIALS	COMPLE	TED T	O DATE
NO.	DESCRIPTION OF WORK	QUANITY	UNIT	UNIT PRICE		TOTAL	QUANIT	Υ	TOTAL	QUANITY		TOTAL	QUANITY		TOTAL	QUANITY	1	TOTAL
TOTAL BID PRICE	ALTERNATE D				\$	564,139.35		\$	556,378.20		\$	5,531.75					\$	561,909.95
					s	7.944.420.78		s	7.674.037.98		s	21.337.75		s		96.87%	6 S	7,695,375.72

#### 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 Holiday Hills/Le Villa Vaupell Sewer Extention of which Northern Moraine Wasterwater Reclaimation District is the owner.

THE undersigned, for and in consideration of Seventy One Thousand Three Hundred Thirty Seven and .75/100 (\$71,337.75) 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

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 11/09/23 COMPANY NAME TRINE CONSTRUCTION CORP.

ADDRESS 1041 TRINE CT., SUITE 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 DUPAGE** 

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) MICHAEL M RENDINA BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF

(COMPANY NAME) TRINE CONSTRUCTION CORP. WHO IS THE

CONTRACTOR FURNISHING SITE UTILTIES WORK ON THE BUILDING

LOCATED AT HOLIDAY HILLS/LE VILLE VAUPELL SEWER EXTENSION

OWNED BY Northern Moraine Wastewater Reclaimation District

That the total amount of the contract including extras\* is \$7,935,429.78 on which he or she has received payment of \$7,574,037.97

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
E la l'aliana de la Companya de la					
For complete listing see page 2 of 2 attached:					
to energy with a straight of the					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* T	O 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 11/9/23

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF TORRA

2023

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTR

MICHELLE LO COCO
OFFICIAL SEAL

September 24, 2024

f.1722 R5/96

Lo Corco

#### Page 2 of 2

#### WAIVER OF LIEN TO DATE

FROM:

Trine Construction Corp. Holiday Hills

FOR:

Pay Est. 17

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE WITH EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Trine Construction Corp.	Equip, Labor and Other	\$4,898,239.37	\$4,746,862.61	\$71,337.75	\$80,039.01
Mid American	Appurants	\$618,257.13	\$618,257.13		\$0.00
Welch Brothers	Concrete Structures	\$258,227.74	\$258,227.74		\$0.00
Thelen Materials	Aggregates/Dump	\$220,214.07	\$220,214.07		\$0.00
Reliable Stone and Gravel	Aggregates/Dump	\$207,524.04	\$207,523.04		\$1.00
Traffic Contront Protection	Traffic Control	\$20,724.00	\$20,724.00		\$0.00
Thatcher	Sod Retention	\$229,000.00	\$229,000.00		\$0.00
Gasvoda & Assoc	Pumps	\$84,133.00	\$84,133.00		\$0.00
Advanced Automation & Contro	Instrumental	\$54,225.00	\$43,922.25		\$10,302.75
Procision Boring	Auger/Boring	\$17,940.00	\$16,146.00		\$1,794.00
TAT Enaterprises	Asphalt	\$255,000.00	\$241,270.65		\$13,729.35
Landmark	Concrete	\$12,400.00	\$0.00	Hills This	\$12,400.00
Homestead Electric	Electrical	\$327,100.55	\$196,045.70		\$131,054.85
Abbott Tree	Tree Removal	\$66,954.00	\$61,048.40		\$5,905.60
Michels's	Dewatering	\$285,000.00	\$270,750.00		\$14,250.00
Genco Industies	Mechanical	\$161,800.00	\$141,322.50		\$20,477.50
Trinity	Building	\$218,690.88	\$218,590.88	CONTRACT OF	\$100.00
TOTAL LABOR AND MATERIAL I	NCLUDING EXTRAS* TO COMPLE	\$7,935,429.78	\$7,574,037.97	\$71,337.75	\$290,054.06



#### **AGENDA ITEM # 10C**

**Meeting Date:** November 14, 2023

Adoption of an Ordinance setting the 2023-24 Tax Levy Item:

**Staff Recommendation:** Motion to Adopt the 2023-24 Tax Levy Ordinance, setting the Levy at

\$89.825.43

**Staff Contact:** Mohammed M. Haque, District Manager

#### **Background:**

At 2021 tax levy ordinance discussion, we decided that we need to hold our current levy in order to be able to utilize it if the need arises in the future, considering that levies are subject to increase limits. This year's levy maintains the current levy amount. Based on that desire and the Appropriations Ordinance that we passed in July 2023, we have prepared the attached Tax Levy Ordinance for 2023-24. The proposed levy amount of \$89,825.43 represents a nominal decrease over the previous levy amount of \$89,830.36. This will be the eleventh year in a row that the District has lowered its tax levy (albeit this year is nominal), with the 2023-24 levy \$325,835.11 less than the 2010-11 levy, representing a 78.4 % decrease.

Since we are proposing to reduce our tax levy, it is not necessary to publish notices in the local newspapers under the Truth in Taxation requirements or to conduct a public hearing.

Upon approval, the ordinance and required certifications will be filed with the County Clerks of McHenry and Lake Counties prior to the last Tuesday of December in order to assure that the District receives the appropriate extensions.

#### **Recommendation:**

It is staff's recommendation that the Board of Trustees approve the 2023-24 Tax Levy Ordinance setting the Levy at \$89,825.43.

Phone: 847-526-3300

#### **Votes Required to Pass:**

Simple Majority, via Roll Call Vote



#### **TAX LEVY ORDINANCE 23-07**

#### TAX LEVY FOR 2023-2024 NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, LAKE AND McHENRY COUNTIES, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024.

**WHEREAS**, the Board of Trustees of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois, did on the 11<sup>th</sup> day of July 2023, pass the Annual Appropriation Ordinance for the fiscal year beginning May 1, 2023 and ending April 30, 2024, in the aggregate amount of:

SIXTEEN MILLION FIVE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FIFTY-ONE CENTS (\$16,546,652.51).

which Ordinance, was duly published in accordance with statutes:

**BE IT ORDAINED**, by the Board of Trustees of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois as follows:

**SECTION 1:** A tax for the sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the Northern Moraine Wastewater Reclamation District, be and same is hereby levied for the purpose specified against all taxable property in the Wastewater Reclamation District for the fiscal year commencing on the 1<sup>st</sup> day of May, 2023 and ending on the 30<sup>th</sup> day of April, 2024.

		2023-2024	2023-2024	2023-2024
		Appropriated	Amount to be Received from Other Sources	Amount to Be Raised by Tax Levy
	Capital Fund			
<u>6030</u>	Lakemoor Lift Station Upgrades	\$300,000.00	\$300,000.00	\$0.00
6030	Control Building Electrical Upgrades	\$250,000.00	\$250,000.00	\$0.00
<u>6030</u>	Plant Generator Replacement	\$500,000.00	\$500,000.00	\$0.00
<u>6030</u>	Darrell Road - Phase 1A & 1B	\$5,431,572.00	\$5,431,572.00	\$0.00
<u>6030</u>	Funding Assistance	\$40,000.00	\$40,000.00	\$0.00
<u>6030</u>	Fleet Maintenance Garage	\$567,000.00	\$567,000.00	\$0.00
<u>6030</u>	Holliday Hills Sewer	\$3,500,000.00	\$3,500,000.00	\$0.00
6030	Lift Station Renewal	\$100,000.00	\$100,000.00	\$0.00
<u>6030</u>	WWTP Access Improvements - Phase 1	\$20,000.00	\$20,000.00	\$0.00
<u>6030</u>	Plant Automation - Phase 1	\$50,000.00	\$50,000.00	\$0.00
<u>6030</u>	SCADA/ Telemetry	\$50,000.00	\$50,000.00	\$0.00
<u>6030</u>	Sludge Conveyance	\$20,000.00	\$20,000.00	\$0.00
6030	UV Disinfection	\$800,000.00	\$800,000.00	\$0.00
6030	Solar Panels - Phase 1	\$1,200,000.00	\$1,200,000.00	\$0.00
	Total Expenses	\$12,828,572.00	\$ 12,828,572.00	\$ -
	Total Capital Fund Expenses	\$12,828,572.00	\$ 12,828,572.00	\$ -
	Sewer O&M Fund			
<u>5000</u>	Salaries	\$1,032,643.50	\$1,032,643.50	\$0.00
<u>5010</u>	Payroll Tax Expense	\$74,854.66	\$74,854.66	\$0.00
<u>5020</u>	Payroll Expense other	\$945.00	\$945.00	\$0.00
<u>5030</u>	Employee Insurance	\$194,512.50	\$194,512.50	\$0.00
<u>5040</u>	Training/Seminars	\$21,315.00	\$21,315.00	\$0.00
<u>5050</u>	Clothing Allowance	\$2,940.00	\$2,940.00	\$0.00
<u>5060</u>	IMRF Contributions	\$84,094.50	\$84,094.50	\$0.00
<u>5110</u>	Maintenance - Buildings	\$37,275.00	\$37,275.00	\$0.00
<u>5120</u>	Maintenance - Vehicles	\$8,400.00	\$7,820.40	\$579.60

	Alternate Bond & Interest Fund	\$459,994.00	\$459,994.00	\$0.00
	Sewer O&M Fund	\$2,616,761.91	\$2,526,936.48	\$89,825.43
	Capital Fund	\$12,828,572.00	\$12,828,572.00	\$0.00
ax Le	evy Summary for the fiscal year ending April 30, 2024			
				<b>ψυ</b>
	Grand Total Irom other Sources		\$15,815,502.48	\$89,825.43
	Grand Total Appropriated Grand Total from other Sources	\$15,905,327.91	¢1E 04E E02 40	
	Grand Total Appropriated		,- / 2.00	
_	Total Alternate Bond & Interest Bond Expenses	\$459,994.00	\$459,994.00	\$0.00
040	Bond Principal	\$400,000.00	\$400,000.00	\$0.00
<u>640</u>	Interest Expense	\$59,994.00	\$59,994.00	\$0.00
	Alternate Bond & Interest Fund			
	Total Sewer O&M Expenses	\$2,616,761.91	\$2,526,936.48	\$89,825.43
-	Total Other Expenses	\$190,679.00	\$190,679.00	\$0.00
070	Building Improvements	\$27,404.00	\$27,404.00	\$0.00
030	Capitalized Treatment Upgrade	\$156,450.00	\$156,450.00	\$0.00
010	Office Equipment over \$500	\$6,825.00	\$6,825.00	\$0.00
	Other Expenses		,	•
010	Noturius	\$105.00 <b>\$2,426,082.91</b>	\$105.00 <b>\$2,336,257.48</b>	\$0.00 \$89,825.43
710 810	Refunds	\$525.00	\$525.00 \$105.00	\$0.00
630 710	Bank Service Charges Miscellaneous Expenses	\$14,490.00	\$14,490.00	\$0.00
560 630	-	\$4,578.00	\$4,578.00	\$0.00
550 560	Membership Dues	\$210.00	\$210.00	\$0.00
	Printing and Publishing Publications & Subscriptions	\$9,765.00	\$9,765.00	\$0.00
530 540		\$2,100.00	\$1,900.50	\$199.50
520 530	Website Expense	\$26,250.00	\$23,756.25	\$2,493.75
520	Postage	\$8,400.00	\$7,602.00	\$798.00
510	Office Supplies	\$135,240.00 \$8,400.00	\$122,392.20 \$7,602.00	\$12,847.80 \$798.00
480	Other Professional Services	\$18,900.00 \$135.240.00	\$17,104.50 \$122,392,20	\$1,795.50 \$12,847.80
4 <u>50</u> 460	Permit Fees			
450	Legal Services	\$6,300.00 \$74,025.00	\$5,701.50 \$66,992.63	\$598.50 \$7,032.38
440	Engineering Services	\$6,300.00	\$5,701.50	\$549.13 \$598.50
435	JULIE Locate Expenses	\$3,675.00	\$3,325.88	\$349.13
430	Professional Lab Testing	\$8,400.00	\$7,602.00	\$798.00
420	Accounting Service	\$9,030.00	\$8,172.15	\$3,039.36 \$857.85
410	Software Support	\$31,993.50	\$28,954.12	\$3,039.38
390	Travel Expenses	\$5,250.00	\$4,751.25	\$109.73 \$498.75
380	Rental	\$12,285.00 \$1,155.00	\$11,117.93 \$1,045.28	\$1,167.08 \$109.73
361	Security System	\$150,150.00	\$135,885.75 \$11,117.02	\$14,264.25 \$1,167.09
360	Utilities	\$30,859.50	\$27,927.85	\$2,931.65
330	Telephone	\$88,551.75	\$80,139.33	\$8,412.42
320	General Insurance	\$16,275.00	\$14,728.88	\$1,546.13
260	Safety Equipment	\$87,150.00 \$16,275.00	\$78,870.75 \$14,729.99	\$8,279.25 \$1,546.13
<u> 250</u> <u> 255</u>	Chemical Expenses	\$1,260.00	\$1,140.30	\$119.70
245 250	Small Tools	\$2,100.00	\$1,900.50 \$1,140.30	\$199.50 \$110.70
240 245	Miscellaneous Equipment	\$25,200.00	\$22,806.00	\$2,394.00
230 240	Lab Supplies	\$2,730.00	\$2,470.65	\$259.35
220 230	Wehicle Supplies	\$14,700.00	\$13,303.50	\$1,396.50
210 220	Motor Fuel & Lube	\$8,400.00	\$7,602.00	\$798.00
160 210	Sludge Hauling Operating Supplies	\$47,250.00	\$42,761.25	\$4,488.75
150	Maintenance Supplies	\$3,150.00	\$2,850.75	\$299.25
150	• •			
<u> 140</u>	Maintenance - Utility Systems	\$71,400.00	\$64,617.00	\$6,783.00

**SECTION 2:** The Clerk of the Wastewater Reclamation District is directed to file a certified copy of this Ordinance with County Clerks of Lake and McHenry Counties, Illinois, as provided by law.

**SECTION 3:** The County Clerk of Lake and McHenry Counties, Illinois, is requested and directed to extend the taxes, pursuant to the provisions of this Ordinance and to make such tax extensions in accordance with the levies made.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED this 14th day of November, 2023.

Roll Call Vote:

Kenneth A. Michaels, Jr. President	AYE:	NAY:	ABSENT:	
John R. Ragland, Vicepresident	AYE:	NAY:	ABSENT:	
Caretina Tellez, Trustee	AYE:	NAY:	ABSENT:	
Timothy R. Brunn, Trustee	AYE:	NAY:	ABSENT:	
Donald Ashley, Trustee	AYE:	NAY:	ABSENT:	
			<del></del>	
	Kenneth A. Michaels, Jr., President Northern Moraine Wastewater Reclamation District			

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$\overline{}$			ST:

Eli El Bitto

Elisa Fisher, District Clerk

Northern Moraine Wastewater Reclamation District



STATE OF ILLINOIS

LAKE and McHENRY COUNTIES

### CERTIFICATION

I, Elisa Fisher, District Clerk of the NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, Lake and McHenry Counties, do hereby certify and attest that the Tax Levy Ordinance for the fiscal year beginning May 1, 2023 and ending April 30, 2024 was passed and approved at a Northern Moraine Wastewater Reclamation District meeting held on November 14, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, Island Lake, Illinois, this 14th day of November, 2023.

> Elisa Fisher, District Clerk Northern Moraine Wastewater Reclamation District



### **AGENDA ITEM #10D**

Meeting Date: November 14, 2023

**Item:** Approval of Workers Compensation and Flood Insurance Policies

**Staff Recommendation:** Motion to enter into policy agreements with Voyager Indemnity

Insurance for Flood Insurance for an amount of \$12,377 from December 1, 2023 to December 1, 2024 and Illinois Public Risk Fund for Workers Compensation Insurance for \$24,684 from January 1, 2024 to January 1, 2025 and to authorize the District Manager execute agreements to bind

coverage.

**Staff Contact:** Mohammed M. Haque, District Manager

### **Background:**

Historically the District has bought flood insurance for the Control Building and our Dewatering Building (Belt Filter Press Building). Both properties are in the floodplain and are susceptible to flooding as a result. Last year we increased to a \$25,000 deductible in order to provide significant savings of 30-40% off the previous premium. This year's renewal utilizes the same deductible for a coverage premium of \$12,377. This is considerably less than our premium of \$20,418 from 2021-22 and slightly more than our premium last year of \$12,108.

In addition to flood insurance, the District has received a quote of \$26,684 for renewal of our worker's compensation policy with ICRMT. This was based on audited payroll from last year and it's expected that over the course of this year, the premium may be reduced since we have one less full-time person this year (based on the retirement of the former Clerk). The quoted premium is slightly more than last year's premium of \$24,205.

A summary of the two policies is below:

	Expiring Premiums	Proposed Premiums
Annual Premium – Flood	\$12,108	\$12,377
Annual Premium – Workers' Compensation	\$24,205	\$24,684
Total Premium	\$36,313	\$37,061

Our other policies, cyberrisk and property insurance were approved last month.

### **Alignment with Strategic Plan:**

Maintaining robust general liability and property insurance supports several goals of the District's Strategic Plan including:

- The District provides sound business operations.
- Adopt robust fiscal operations, programs and partners to support business efficiency, continuity and recovery.

Maintaining workers compensation insurance is critical to meet the strategic plan goals of employing sound business principles as well as sustaining the District's mission and vision.









### **AGENDA ITEM #10D**

### **Recommendation:**

It is the recommendation of the District Manager to enter into policy agreements with Voyager Indemnity Insurance for Flood Insurance for an amount of \$12,377 from December 1, 2023 to December 1, 2024 and Illinois Public Risk Fund for Workers Compensation Insurance for \$24,684 from January 1, 2024 to January 1, 2025 and to authorize the District Manager execute agreements to bind coverage.

### **Votes Required to Pass:**

Simple Majority, via a roll call vote



## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TR	RUSTEES OF THE NORTHERN MORAINE				
WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute an					
agreement between the Northern Moraine Wastewater	r Reclamation District and Voyager Indemnity				
Insurance for Flood Insurance for an amount of \$12	,377 from December 1, 2023 to December 1,				
2024; Illinois Public Risk Fund for Workers Comper	nsation Insurance for \$19,990 from January 1,				
2024 to January 1, 2025, and to authorize the District N	Manager execute agreements to bind coverage.				
DATED thisday of					
	NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, an Illinois Municipal Corporation,				
	By:PRESIDENT				
SEAL					
ATTEST					

DISTRICT CLERK









## A PROPOSAL PREPARED FOR

### Northern Moraine Wastewater Reclamation District

113 Timber Trail Island Lake, IL 60042

Presented By: **Dan Barnett** 

### **AssuredPartners**

25 Northwest Point Boulevard, Suite 625 Elk Grove Village, IL 60007

Term: 12/01/23 to 12/01/24











### **ASSUREDPARTNERS SERVICE TEAM**

### **Your Agents**

Dan Barnett

Direct: (847) 427-7757 Email: Dan.Barnett@assuredpartners.com

Cell: (847) 899-2097

### **Property & Casualty Service Team**

Servicing your Commercial policies, including: Property, Liability, Auto, Management Liability

### Donna Hester

Direct: (847) 437-3209 Email: Donna.Hester@assuredpartners.com

- Policy maintenance (i.e. adding vehicles)
- Billing and invoices

Todd Jones, SCLA

Direct: (847) 437-3690 Email: Todd.Jones@assuredpartners.com

Claim Reporting

Claim follow-up

Rachel Brucki

Direct: (847) 258-0877 Email: Rachel.Brucki@assuredpartners.com

Human Resources

Christina Anderson

Direct: (847) 437-2983 Email: Christina.Anderson@assuredpartners.com

Safety Services

Mitch Backes

Cell: (224) 330-9054 Email: Mitch.Backes@assuredpartners.com

• Public Entity Managing Director



25 Northwest Point Blvd. Ste. 625 Elk Grove Village, II 60007

Phone: (847) 758-1000 Fax: (847) 758-1200

## **Compensation Disclosure**

AssuredPartners and its individual agents/producers are licensed as insurance producers by the various States where we are transacting insurance, which includes the sale, solicitation, and servicing of insurance business, as well as advising on the relative benefits of certain insurance policies and risk management programs. Our agency typically receives compensation from insurers in the form of commissions paid as a percentage of the premiums due the applicable insurance companies. Commissions can vary by insurance company, by volume of business placed with that company or the profitability thereof, and other factors. In other cases and depending on various State laws and the capacity in which our agency is acting, our agency may receive other forms of compensation from insurers, insurance intermediaries, premium finance companies and other vendors; such as contingents. overrides, profit-sharing, premium finance fees, expense reimbursements, producer subsidies, award trips, meetings and other incentives. We also earn interest on premiums we hold until it is time to pay the applicable insurance companies. Our overriding desire is to provide great customer service, having you, the customer, believe we have earned our compensation. We believe in full disclosure of our compensation. Accordingly, if you have any questions about the compensation we receive from your policies (including policies we propose to you), please just ask your account representative, who will gladly provide you a summary of our compensation arising from your policies (some estimation may be necessary, for example where contingents are involved).

We thank you for the opportunity to serve and appreciate your interest.

# Schedule of Named Insureds

Northern Moraine Wastewater Reclamation District

## **Carrier Information**

Carrier	Line of Coverage	Rating	Admitted Status
Voyager Indemnity Insurance Company	Flood	A.M. Best Rating: A+, XIII	Surplus Lines
Illinois Public Risk Fund	Workers' Compensation	Demotech Rating: AAA	N/A

Level	Category	Level Category	Level	Category
A++, A+	Superior	B, BFair	D	Poor
A, A	Excellent	C++, C+Marginal	EUnder R	legulatory Supervision
B++, B+	Very Good	C, CWeak	F	In Liquidation
	•		S	Rating Suspended

	Financial Size Categories						
FSC I			Up to 1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

### (In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <a href="http://www.ambest.com">http://www.ambest.com</a>. See Guide to Best's Credit Ratings for explanation of use and charges.

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### GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS - (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale						
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions			
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.			
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.			
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.			
Fair	В	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.			
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.			
Weak	С	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.			
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.			

<sup>\*</sup> Each Best's Financial Strength Rating Calegory from "A+" to "C" includes a Rating Notich to reflect a gradation of financial strength within the calegory. A Rating Notich is expressed with either a second plus

T Of a fillings	·				
Financial	Financial Strength Non-Rating Designations				
Designation Symbols	Designation Definitions				
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.				
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.				
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.				
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.				

#### Rating Disclosure - Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notiches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category critines or doligations assigned the same but a symbol developed using the same scale, should not be viewed as competely identical in terms of credit quality. Alternatively, they are since in category (or notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of AM, Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

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Version 121719



# Flood Coverage

Insurance Company: Policy Term: Voyager Indemnity Insurance Company 12/1/2023 - 12/1/2024

Location	Address	Description
1	420 Timber Trail	Main Control Building #4242
	Island Lake, IL 60042	-
2	420 Timber Trail	Belt Filter Press #4225
	Island Lake, IL 60042	

Location	Building Coverage	Contents Coverage	Deductible
1	\$500,000	\$0	\$25,000
2	\$500,000	\$0	\$25,000



### **Workers' Compensation Information Page**

Policy Number: P1091-2024

### Named Insured and Mailing Address:

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

The policy period is from: 01/01/2024 to 01/01/2025

12:01 a.m. Standard Time of the Insured's mailing address

### Coverage:

Part One of the policy applies to the Workers Compensation Law of the State of Illinois.

Part Two of the policy applies to Employers Liability in the State of Illinois: The limits of our Liability

under Part Two are:

Bodily Injury by Accident \$3,000,000 each accident
Bodily Injury by Disease \$3,000,000 policy limit
Bodily Injury by Disease \$3,000,000 each employee

### This Policy includes these endorsements and schedules:

See listing of endorsements – Extension of Information Page

### **Broker Name and Address:**

Assured Partners of Illinois, LLC DBA: Corkill Insurance Agency, Inc.

25 Northwest Pte. Blvd. Ste 625 Elk Grove Village, IL 60007

Total Estimated Premium:

Administrative Fee:

\$23,965.00

\$719.00

Total Estimated Cost: \$24,684.00

**Cancellation:** In the event that the Policy is Cancelled prior to the expiration date, then the total annual premium stated on page 2 will be 100% fully earned

**Terms and Conditions:** The premium for this policy will be determined by our rules, classifications, rates and rating plans. All required information is subject to verification and change by audit at policy expiration.

As per Safety National Casualty Corp. Excess policy, and Illinois Public Risk Fund's By-Laws and Pooling Agreement.



# EXTENSION OF INFORMATION PAGE ENDORSEMENT SCHEDULE

IPRF WC 00 001 18	Broad Form All States for Employee Travel
IPRF WC 00 002 18	Federal Employers' Liability Act Coverage
IPRF WC 00 003 18	Foreign Voluntary Workers' Compensation and Employers' Liability
	For Traveling Employees
IPRF WC 00 004 18	Longshoremen's and Harbor Workers' Compensation Act Coverage
IPRF WC 00 005 18	Maritime Coverage
IPRF WC 00 006 18	Voluntary Compensation



### Cost Control Through Cooperation Since 1985

1091 Northern Moraine Wastewater Reclamation District P. O. Box 240 Island Lake, IL 60042

The premium for this policy will be determined by Illinois Public Risk Fund rules, classifications, rates and rating plans. All information required is subject to verification and change by Audit.

Class					
<u>Code</u>	<b>Description</b>	<b>Payroll</b>		Rate/100	<b>Premium</b>
7580	Sewage Disposal	\$ 458,230	\$	5.078	\$ 23,269
8810	Clerical	\$ 424,182	\$	0.164	\$ 696
				Subtotal:	\$ 23,965
		3% Ad	lminis	trative Fee:	\$ 719
				TOTAL:	\$ 24,684

Selected payment plan: 4 Equal Quarterly Installments Prepared on: Fri October 13 12:11:58 2023



Cost Control Through Cooperation Since 1985

### Installment Schedule

1091 Northern Moraine Wastewater Reclamation District P. O. Box 240 Island Lake, IL 60042

### **4 Equal Quarterly Installments**

Due Date	Amount Due
01/01/2024	\$6,171
04/01/2024	\$6,171
07/01/2024	\$6,171
10/01/2024	\$6,171



### Cost Control Through Cooperation Since 1985

1091 Northern Moraine Wastewater Reclamation District P. O. Box 240 Island Lake, IL 60042

Term 01/01/2023 to 01/01/2024

The premium for this policy will be determined by Illinois Public Risk Fund rules, classifications, rates and rating plans. All information required is subject to verification and change by Audit.

Class					
<u>Code</u>	<b>Description</b>	<u>Payroll</u>		<u>Rate/100</u>	<u>Premium</u>
7580	Sewage Disposal	\$ 450,226	\$	5.086	\$ 22,898
8810	Clerical	\$ 367,202	\$	0.164	\$ 602
				Subtotal:	\$ 23,500
		3% Ad	lminis	strative Fee:	\$ 705
				TOTAL:	\$ 24,205

Selected payment plan: 4 Equal Quarterly Installments Prepared on: Wed March 22 10:52:53 2023

## **Premium Summary**

Northern Moraine Wastewater Reclamation District Insured:

**Policy Term:** 12/1/2023 - 12/1/2024

**Carriers:** 

Voyager Indemnity Insurance Company – Flood Illinois Public Risk Fund – Workers' Compensation

	Expiring Premiums	Proposed Premiums
Annual Premium – Flood	\$12,108	\$12,377
Annual Premium – Workers' Compensation	\$24,205	\$24,684
Total Premium	\$36,313	\$37,061



## NORTHERN MORAINE WASTEWATER RECLAMATION

the Illinois Public Risk Fund has reserved

\$2,698

# **Congratulations!**

Your organization has qualified for a Preferred Loss Ratio Grant of \$1,607 which is included in the above amount.

Please visit www.iprf.com

for additional information and to complete the Grant Application.

Grant deadline is December 1, 2024.

(subject to the program terms and conditions.)

# **ILLINOIS PUBLIC RISK FUND**

The Leader in Workers' Compensation Insurance for Public Entities in Illinois



**Cost Control Through Cooperation Since 1985** 

### AAA FINANCIAL RATING

Based on Demotech's review of audited financial statements. actuarial reports and related financial information, IPRF has received the highest financial stability rating AAA Unsurpassed.

### IPRF GRANT POGRAM GIVES BACK

Designed to ease the burden of safety related expenses, the grant program covers products that have been identified by our Loss Control agents that will assist in reducing injuries and or illnesses. To date, over \$62 million dollars in dividends/grants have been given back to our members.

### IPRF/LEXIPOL GRANT PLUS PROGRAM

Beginning in 2018, IPRF members will receive a 10% discount off of Lexipol training products. In addition, IPRF will reimburse our members 25% up to their allotted grant amount. Members will also receive a complimentary 12-hour introductory Agency Assistance Plan (an \$1,800 value) and a 25% discount on selected professional services.

The Illinois Public Risk Fund has over 740 members comprised of Illinois local governmental entities and public agencies.

### IPRF COVERAGE

Employee Liability \$3,000,000

**Volunteers Coverage** 

**Broad Form All States Coverage** 

Longshoreman's & Harbor **Workers' Compensation Act** 

**Approved Physical Fitness & Training Programs** 

7851 W. 185th Street Tinley Park, IL 60477 (800) 289-IPRF

Fax: (708) 429-6488

Phone: (708) 429-6300 www.iprf.com







# ILLINOIS PUBLIC RISK FUND

## LOSS CONTROL



**Cost Control Through Cooperation Since 1985** 

## **ONLINE COMMUNITY FORUM**

Every IPRF member has the ability to access the online Community Forum. The forum is designed to allow members to connect with IPRF staff and other IPRF members to ask questions or gain insights on topics related to safety, loss control, claims or other relevant subjects.

## **MONTHLY SAFETY REMINDERS**

Risk Reminders are sent out each month for employers to share with employees to help manage risk. Risk Reminders cover topics within different classifications such as police, fire, schools, public works and more. IPRF also publishes a bi-monthly loss control newsletter.

### WEB TRAINING

IPRF provides members with a monthly training program model and an online loss control manual. Online training is free and includes over 100 available courses. It can be delivered whenever it is convenient for employees and is effective. Some training modules are also available in Spanish.

## **ADDITIONAL BENEFITS**

## **Simulator Training**

Firearms safety, fire extinguisher safety and driver safety

## **Loss Control Mobile App**

Quick reference guide and digital library of safety information including fillable forms and checklists

## **Gap Analysis**

Provided by classification such as fire departments, park districts and public works

## **OSHA Compliance**

Provide an on-site, in-depth evaluation to determine the effectiveness of current occupational health and safety efforts

7851 W. 185th Street (800) 289-IPRF

Tinley Park, IL 60477 Fax: (708) 429-6488 Phone: (708) 429-6300 www.iprf.com

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## CLAIMS MANAGEMENT



**Cost Control Through Cooperation Since 1985** 

### DEDICATED CLAIMS TEAM

IPRF member Claims Teams consist of: Three (3) Adjusters, a Medical Only Adjuster, a Supervisor and a Claims Assistant.

### CLAIMS REPORTING SYSTEM

Our claims reporting system includes a First Notice of Loss 800 number that is available 24/7/365. This service will feed data directly into the IPRF claim system. Next step instructions are provided to the member at the close of each call.

# IPRF CLAIM PORTAL (iCE) and CLAIMVIEW

As an employer, you want to know the status of a claim. Through the IPRF Claim Portal employers can report claims, view claim status, claim notes and download OSHA reports all in real-time. Conversely, there is also a mobile friendly portal, CLAIMVIEW, for injured workers in which they can view lost time payments, upload documents via photo and communicate with their adjuster.

## IPRF HEALTH NAVIGATOR

When an injured worker's claim is reported, IPRF generates and emails a Health Navigator that gives the employee all the details they need regarding medical providers, pharmacy information and the One Call Care system. One Call Care is your one-stop shop for the scheduling of additional appointments including home health, physical therapy, diagnostic services and more.

## ADDITIONAL BENEFITS

## **In-House Nurse**

Available to discuss medical issues with members and assist adjusters

## **PPO/Managed Care Services**

Over 10,000 physicians and facilities throughout Illinois

## **NPS First Fill Scripts**

Avoid out-of-pocket costs using First Fill for all work-related injury prescriptions

## **Aggressive Subrogation**

Includes member out-of-pocket expenses

## Attorney Selection

IPRF members can select their own defense counsel subject to IPRF's litigation management process and approval

7851 W. 185th Street Tinley Park, IL 60477 (800) 289-IPRF Fax: (708) 429-6488

Phone: (708) 429-6300 www.iprf.com









# \$5 MILLION DOLLARS!

IPRF understands the importance of safety equipment and products in reducing workplace injuries. We have S5 MILLION dollars available to our members to assist in purchasing safety products that will help them reduce loss. Simply review our list of over 100 safety products and submit a grant request. The grant submission process will officially open January 4, 2024.

IPRF also offers a Grant Plus program. This program is a partnership between IPRF and Lexipol that provides IPRF members with some amazing benefits including:



- Reimbursement of 25%, through the Grant Plus Program, up to their allotted grant amount
- 10% discount on Lexipol's policy manual
- 10% discount on Professional Services

## **NEW OFFERINGS FROM LEXIPOL INCLUDE:**

- 15% discount online learning programs:
  - PoliceOne Academy PouceONE
  - FireRescuel Academy FireRescue
  - EMS1 Academy EMS1
  - Corrections | CHARCETTONS |
  - · LocalGovU LocalGov

- 5% discount on Cordico Wellness Solution excluding Cordico Launch
- 10% discount on Grant Finder and Grant Services annual subscription



Find out even more about these amazing programs!

www.iprf.com
(800) 289-IPRF (4773)







If you have any questions regarding the IPRF Grant Program or the IPRF/LEXIPOL Grant Plus Program, please contact:

Melissa Buss, Grant Adminisistrator

### **ILLINOIS PUBLIC RISK FUND**

### Accomplishments...

- ✓ Telemedicine
- √ 24/7/365 Claim reporting.
- ✓ In house nurse case management.
- ✓ Dedicated claims team.
- ✓ Prescription drug programs.
- Aggressive subrogation program which will include members out of pocket expenses.
- ✓ Loss Control training and support that includes an extensive library of online training courses, simulator training and sample safety guides.
- ✓ IPRF members can select their own defense counsel subject to IPRF's litigation management process and approval.
- Last, and most important, we work with local independent agents who we feel provide the on-site services our members deserve.

These features along with too many others to list, reflect our efforts to the Best Workers' Compensation Source for Illinois Public Entities.

# MEASURE US AGAINST THE REST...

### **Dividends/Grants**

✓ Since 1985, IPRF has given back millions of dollars in dividends/grants to our governmental entity and public agency members.

### Reinsurance

- ✓ \$3,000,000 Employer Liability
- ✓ Primary Reinsurer = "A+" Best's Rating

### **Additional Coverages**

- ✓ Volunteers included
- ✓ Broad Form All States Coverage
- ✓ USL&H
- ✓ Maritime
- Approved Physical Fitness and Training Programs

### **Financial Stability**

- ✓ Annual Audited Financial Statements
- ✓ G.A.S.B. 10 Standards

### **Assessment Provision**

 ✓ Capped at 10% maximum of members annual premium (3 year minimum/maximum – State Regulated)

## 2023 - 2024 Financial Stability Rating®



Cost Control Through Cooperation since 1985

# AAA Unsurpassed "Demotech's Highest Rating"

Analysis Prepared By:



Illinois Public Risk Fund is an intergovernmental joint insurance pool providing for the defense and payment when due to all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act on behalf of governmental entity and public agency members.

To assure professional day to day administration, the IPRF Board of Trustees have contracted with CCMSI for claims administration and loss control services.

### **IPRF'S PURPOSE:**

- Deliver consistent, high quality service and performance to our governmental entity and public agency members.
- Focus greater attention on the iteration of risk management with incident management at all levels including strategic, technical and planning responsibilities.
- Utilize available technology wherever possible to produce higher levels of health and safety.
- Enhance the personal and organizational accountability for health and safety throughout the organization.

# Financial Stability Rating®

Based upon Demotech's review of the Illinois Public Risk Fund's audited financial statements, actuarial reports and related financial information and discussions with representatives of the Illinois Public Risk Fund, we are able to assign a Financial Stability Rating® of:

## AAA Unsurpassed

#### **RATING CATEGORIES** AAA Unsurpassed Exceptional AA+ Exceptional AA Above Average A+ Above Average Α BBB+ Average **BBB** Average BB+ Acceptable BB Acceptable В Fair C Below Average Likely to Default D



2715 Tuller Parkway Dublin, Ohio 43017-2310
Tel: 614 761-8602 800 354-7207 Fax: 614 761-0906
www.demotech.com

### FINANCIAL DATA

### Illinois Public Risk Fund Balance Sheets December 31, 2022 and 2021

#### **ASSETS**

OAQU AND	2022	2021
CASH AND CASH EQUIVALENTS Cash on Deposit	\$48,383,505 522,019	\$57,331,758 475,995
RECEIVABLES Premiums, less allowance for doubtful accounts of \$0		
in 2022 and 2021 Producer Commissions/Agent Fees Deductible Recoverables from	2,006,471 -	313,748 96,664
Members	12,772,455	7,330,749
Reinsurance recoverables on paid losses Interest Net Premiums Due from Members	248,932 561,967	207,363 475,716
PREPAID EXPENSES	-	
INVESTMENTS	125,552,776	137,507,669
CAPITAL ASSETS Office furniture and equipment less accumulated depreciation of \$189,202 and \$183,598 at December 31, 2022 and 2021, respectively	3,272	8,877
TOTAL ASSETS	190,056,416	203,748,539
LIABILITIES Accounts Payable Net Premiums Due to Members Accrued Expenses Advance Premiums Received	412,795 - 132,194 8,917,931	200,000 265,509 8.658,345
Unpaid Losses and Loss Adjustment Expenses	120,994,758	118,555,837
TOTAL LIABILITIES	130,457,678	127,679,691
NET EQUITY	<u>59,598,738</u>	76,068,848



### **AGENDA ITEM # 10E**

Meeting Date: November 14, 2023

Item: Approval of Employee Health Insurance Coverage Renewal

**Staff Recommendation:** Motion to Accept the quote received from BlueCross BlueShield of Illinois

for employee health insurance coverage and approve a resolution authorizing the District Manager to execute documents for employee health insurance coverage with BlueCross BlueShield of Illinois' P5E1PPO plan for the one year period beginning January 1, 2024 with a monthly premium of \$17,096.25, based on the quoted employee census and authorize the District Manager to approve additional premium fees of up

to 10% due to personnel changes during the coverage period.

**Staff Contact:** Mohammed M. Haque, District Manager

Five years ago the District changed from United Healthcare (UHC) to Blue Cross Blue Shield (BCBS) to avoid a 23% increase that UHC was proposing at the time. We ended up switching to BlueCross BlueShield for a greatly reduced increase of premium (2%, not 23%) for 2019.

Health Insurance remains an extremely important component of the District's total compensation plan. Health insurance coverage, along with wages and other benefits, such as sick time and vacation time, comprise the employee's total compensation package. The quoted premium rates are based on the employee census.

We did not look at alternatives this year because we have some employees who's spouses are pregnant and some that are dealing with health related issues. It seemed appropriate to stick with the current provider and plan, given those concerns. Employees are appreciative of our health insurance coverage and value it as part of their employment package. The renewal rate is \$17,096.25, an increase of 10.4%.

Our dental policy was already approved last month along with the accidental death & dismemberment policy. New employees hired after November 1, 2017 are required to contribute 10% of the cost of dependent care coverage for health insurance.

### **Alignment with the Strategic Plan:**

Providing employee health insurance with a moderate increase in renewal premium cost is consistent with the following value statement: "The District consistently seeks to find more effective and efficient cost savings processes to provide the best possible service at the lowest reasonable cost" and these two internal relationship goals: "Attract and retain high performing staff members. Become the employer of choice within the wastewater field."

### **Recommendation:**

Board's discretion. In the interest of full disclosure, I as District Manager will benefit from the Board's decision on the renewal of employee health insurance benefits.





### RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute enrollment documents for employee health insurance coverage with BlueCross BlueShield of Illinois P5E1PPO plan for the one year period beginning January 1, 2024 with a monthly premium of \$17,096.25, based on the quoted employee census and authorize the District Manager to approve additional premium fees of up to 10% due to personnel changes during the coverage period.

DATED thisday of	, 2023
	NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, an Illinois municipal corporation,
	By:
	PRESIDENT
SEAL	
ATTEST	
DISTRICT CLERK	
PASSED:	
APPROVED:	

BlueCross BlueShield of Illinois	ILSGAM Unit 3500 Lacey Road Downers Grove, IL 60515
RETURN ADDRESS REQUESTED	
NORTHERN MORAINE WASTEWATER RECLAMATION PO BOX 240 ISLAND LAKE IL 60042	

### Dear Group Administrator,

### It's time to renew with Blue Cross and Blue Shield of Illinois!

This exhibit gives you important information about your group's renewal options for the upcoming year.



Step 1

Talk to your Producer or Illinois Small Group Account Management team at 855-649-9653 to review your options and any paperwork needed if you want to make a change to your coverage.



Step 2

To make changes for the new year, please submit the BPS Form to your Producer for processing with Blue Cross and Blue Shield of Illinois at least 30 days before your renewal date. If you do not have a Producer, please submit the BPS form to sg\_existing\_business@bcbsil.com.

Thank you for continuing to trust Blue Cross and Blue Shield of Illinois to protect your business!

## **RENEWAL CONTENTS**

- How to Read Your Renewal
- Renewal at a Glance
- Medical Plans
- Dental Plans
- Standalone Vision Plans
- Employee Basic Life Plans
- Supplemental Life Plans
- Enhancing Employer Benefits
- Appendix

## **How to Read Your Renewal**

Your Blue Cross and Blue Shield of Illinois (BCBSIL) coverage renews each year on your renewal date (found in the top right corner of this page).

Lots of things can change from year-to-year, that's why it's important to think through your business needs and your employees' needs to make sure the right plans are in place for the new year.



# Follow these steps to get the most out of your renewal exhibit

## Step 1: Review your current renewal

The *Renewal at a Glance* section provides a quick overview on the:

- Current Plan shows current plan(s) and total monthly cost(s)
- Renewing Plan gives suggestions for the next year based upon current coverage if you don't make any changes to your plans, this is the plan(s) that will start on the new coverage year.

### Step 2: Need more ideas?

Did you know that you have a wide variety of medical plans to choose from? If you didn't find the right fit in the *Renewal at a Glance* section, go to the *Medical Plans* section to review everything available.

Best of all – small groups can offer up to SIX benefit plans – offering more than one plan to your employees lets them choose the benefits and price that is right for their needs.

## Step 3: Enhance your employer benefit package

Offering a competitive benefits package is important. BCBSIL offers small group dental plans, short-term and long-term disability plans and more found in <u>Dental Plans</u> and <u>Enhancing Employer Benefits</u> sections.

### **Step 4: Need more information?**

The <u>Appendix</u> includes helpful information like:

- Employee census who has coverage today
- Premiums at the employee level
- Details on what coverage includes

### Step 5: Let's renew!

### <u>Go Back to Renewal Contents</u>

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

## **How to Read Your Renewal**

## Renewing... without changes

If you aren't making changes to your plan(s), then you're set! No paperwork or emails are required -your coverage will renew without any interruption.

## Renewing... with benefit plan changes only

- Choose the plans to offer employees (including any current plans you wish to keep)
- Consider adding enhancements to your employer benefits package
- Complete, sign and return the BPS Form, found in Blue Access for Employers<sup>SM</sup>

## Renewing... with eligibility changes only

■ Complete, sign and return the Benefit Program Application, found in Blue Access for Employers<sup>SM</sup>

## Renewing... with BOTH benefit and eligibility changes

■ Complete, sign and return the BPS Form and the Benefit Program Application found in the Downloadable Forms section of Blue Access for Employers<sup>SM</sup>

### Submit paperwork at least 30 days before the renewal date:

The approved effective date will depend on the plans you select and when paperwork is received. This helps to make sure that BCBSIL has enough time to process claims correctly and on-time, as required by the revised Department of Labor/ERISA law.

If paperwork is late, BCBSIL may process claims under the existing plan design until the new paperwork has been processed.

Payment of the policy premium constitutes acceptance of the terms of our renewal offer.



## Questions about your renewal?

Talk with your Producer or contact the Illinois Small Group Account Management Team by phone, 855-649-9653 or at ILSGAM@bcbsil.com.

## Renewal at a Glance

### **Current and Renewal Medical Plans and Premiums**

Your group's current Medical plan(s) and suggested plans for the upcoming year are listed below.

If these plans aren't a good fit for the new year, don't worry, you've got more plans to choose from in the <u>Medical Plans</u> section.

	Current Plan	Renewal Plan
Plan ID	P5E1PPO	P5E1PPO
Metallic	Platinum	Platinum
Network Name	Blue PPO	Blue PPO
Deductible In-Network // Out-of-Network	\$500//\$1000	\$500//\$1000
Primary Care/Telehealth Visit	\$20/\$20	\$20/\$20
Coinsurance In-Network // Out-of-Network	90%//60%	90%//60%
Out-of-Pocket Max In-Network // Out-of-Network	\$1500//Unlimited	\$1500//Unlimited
Specialist Office Visit	\$40	\$40
Non Preferred Pharmacy Copays	\$10/\$20/\$70/\$120/\$150/\$250	\$10/\$20/\$70/\$120/\$150/\$250

More information on rates is available in the <u>Appendix – Monthly Medical Premiums</u> section. To view other plans, see the <u>Medical Plans</u> section.

### Current and Renewal Metallic Medical Plans and Premium - Age Rates

					Current Pla	an ID: P5E	E1PPO		Renewal P	lan ID: P5	E1PPO	
	Employee	DOB	Age	State	Employee Rates	Spouse Rates	Child Rates	Total	Employee Rates	Spouse Rates	Child Rates	Total
1				IL	\$581.03			\$581.03	\$628.53			\$628.53
2				IL	\$608.92			\$608.92	\$683.21			\$683.21
3				IL	\$696.07			\$696.07	\$763.04			\$763.04
4				IL	\$991.24	\$811.70	\$1,094.08	\$2,897.02	\$1,122.55	\$907.60	\$1,219.98	\$3,250.13
5				IL	\$673.41	\$659.47	\$888.98	\$2,221.86	\$743.55	\$728.47	\$961.66	\$2,433.68
6				IL	\$659.47	\$650.17	\$444.49	\$1,754.13	\$728.47	\$713.38	\$480.83	\$1,922.68
7			2	IL	\$673.41			\$673.41	\$743.55			\$743.55
8				IL	\$710.02			\$710.02	\$773.09			\$773.09
9				IL	\$756.50	\$719.32	\$888.98	\$2,364.80	\$832.80	\$783.15	\$961.66	\$2,577.61
10				IL	\$1,134.17		\$2,159.11	\$3,293.28	\$1,282.20		\$2,388.42	\$3,670.62
	Total Monthly	Medical Pre	emium		\$15,800.54				\$17,446.14			

### Go Back to Renewal Contents

## Renewal at a Glance

### **Total Monthly Renewal Premium - Age Rates**

Plan ID	Plan Name	Enrolled Count	Total Monthly Medical Cost	
P5E1PPO	Blue PPO Platinum 136	10	\$17,446.14	
	Total Monthly Medical Premiun	\$17,446.14		

See Appendix - Medical Rate Contingencies in the Appendix section for more information about your rates.

Medical Plans section.

# **Enhancing Employer Benefits**

Small business owners face the same challenges as larger businesses when it comes to attracting and retaining quality employees while containing costs.

An employee benefits program is a valuable asset, but it must include the right mix of products at a price that works for everyone, including:

### **Group Dental**

Dental plans are available as a separate plan from BCBSIL.

### **Standalone Vision**

Available to groups between 2-50 eligible employees when paired with medical or dental.

### **Group Term Life Insurance**

The loss of the primary family wage-earner can threaten the futures of other family members. Life insurance is a great way to provide for loved ones in the event of an untimely death. It can be one of the most valuable investments a person can make.

### Accidental Death & Dismemberment (AD&D)

These plans pay an additional benefit if an employee dies or suffers dismemberment or paralysis as the result of an accident.

### Dependent Life Benefit

Provides employers with the option to add a dependent life benefit to the term life insurance plan and provide protection for an employee's spouse and children.

### **Group Short-Term and Long-Term Disability Insurance**

Short-term and long-term disability insurance protects employees who cannot work because of a disability caused by illness or injury. But as a disability carrier, BCBSIL does more than pay claims—we manage them, helping to control costs through a disability claim management program that focuses on returning employees to work

### **Critical Illness**

Critical Illness Insurance pays cash directly to the insured individual for the unplanned expenses of a critical illness.

### **Accident**

Accident Insurance provides cash directly to the insured individual for the unexpected costs of an accidental injury.



Talk to your Producer or call the Small Group Account Management Team for more information.

Insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148.

Blue Cross and Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

### Go Back to Renewal Contents

9:51:50 AM

## **Appendix - Plan Notes**

### **Additional Benefit Information**

This renewal exhibit does not contain a complete listing of exclusions, limitations and conditions that apply to the plan benefits displayed. For more information on these products, please refer to the plan's Summary of Benefits and Coverage

### **Embedded Deductibles**

All small group metallic plans include an embedded deductible.



### **Health Savings Accounts (HSA) Plans**

In accordance with federal regulations, copays will not apply until after the deductible is met, for applicable HSA plans.

Plan #	B535BCE	B5N1PPO	B5N1BCE	S507OPT	S5N1OPT	B536PPO	B535PPO	B536BCE
Contribution Amount	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0

Plan #	G533BCE	S534PPO	S534BCE	S5J1PPO	S5J1BCE	G535PPO	G535BCE	G5K1OPT
<b>Contribution Amount</b>	\$50 \$50-\$350	\$0 \$0-\$40	\$0 \$0-\$40	\$150 \$150-\$400	\$150 \$150-\$400	\$350 \$350-\$700	\$350 \$350-\$700	\$50 \$50-\$325

Plan #	G533PPO		
Contribution Amount	\$50 \$50-\$350		

## Preventive prescription coverage

G533PPO and G533BCE - now feature a \$0 copay for certain preventive drugs, helping members stick to their treatment plans and better manage their health conditions.



### **Pharmacy Benefits**

All small group plans include prescription drug benefits. For those plans which offer a prescription coinsurance, the coinsurance amount will be applied after the medical deductible is met.

Prescription drug benefits are based upon a drug list and tier level. How much a member pays out-of pocket for prescription drugs is determined by whether their medication is on the drug list and which tier it is under – if a member chooses a medication on a lower tier, the out-of-pocket cost will be lower.

Some prescriptions may require members to meet certain criteria before prescription drug coverage may be approved, including prior authorization or step therapy.

Prescription copays are also based upon use of preferred or non-preferred pharmacies. Benefits displayed within the Plan Options section represent the higher copays for Non-Preferred Pharmacies. If a member visits an in network Preferred Pharmacy (excluding HMO and 100% cost sharing plans), they may pay a lower copay or coinsurance amount for a covered, non-specialty prescription drug. A full list of preferred pharmacies is available online at myprime.com using the "preferred" filter.

Please Note: BCBSIL HMO and 100% cost sharing plans do not have the Preferred Pharmacy Network.



# Qualified small group health plans include pediatric vision and dental benefits.

Pediatric vision benefits are available to members up to age 19 and include one eye exam every 12 months as well as select pediatric hardware and vision discounts. To locate a provider, visit eyemedvisioncare.com/bcbsil.

### Go Back to Renewal Contents

## **Appendix - Plan Notes**

Pediatric dental benefits are available to child dependents up to age 19. Benefits are subject to the medical deductible; coinsurance, copayments and other cost-sharing rules apply. To find an in network pediatric dental provider, visit bcbsil.com/providers/dppo.htm and search BlueCare Dental PPO to search for Providers.

Please note: Blue Precision HMO plans do not cover pediatric dental benefits if received from an out of network provider.



# DENTAL BENEFIT COVERAGE BlueCare Dental Enhanced Benefit<sup>sм</sup>

BCBS dental plans work together with medical plans to offer comprehensive coverage for the entire member. Through the BlueCare Dental Enhanced Benefit program, members identified with heart disease, diabetes or those who are pregnant are eligible for additional cleaning - as studies have shown that poor dental health can complicate these conditions.

Working together with the medical plan, this additional dental benefit can help to keep members healthier and lower chances of more serious complications.

### **Orthodontics Coverage**

Some dental plans offer orthodontic benefits for both children AND adults. Refer to the Dental Plan Options to review applicable plans and available life time maximum benefits.

Review **Dental Plans** 

# **Appendix - Monthly Premiums**

### **Individual Age and Composite - Rated Premiums**

Premium rates for all medical and dental plans include two rating options:

**1. Individual age-rates.** Age-rates are based on each individual's age. This means the total premium for a family would equal the sum of all individual family members' rates.

If an employee covers more than three dependent children (under the age of 21) on their family policy, the premium rate for children is capped at the three oldest children, under the age of 21.

**2. Composite-rates.** Composite-rates are billed by coverage tier (EO = Employee Only; ES = Employee + Spouse; EC = Employee + Child(ren); EF = Employee + Family).

Both the EC and EF tiers include all children covered under the plan, regardless of the number of children.

Groups with multiple medical and/or dental plans may select only one rating method. Combining plans with age and composite rates (including medical and dental plan combinations) is not allowed.

### Go Back to Renewal Contents

# **Appendix - Medical Rate Contingencies**

## **Rates are Contingent Upon**

- A minimum and sustained enrollment of 70% of eligible employees (less valid waivers).
- An employer contribution of at least 25% of the 'Employee Only' cost. If multiple medical options are provided to employees, the employer may elect to contribute 25% of the lowest cost plan "Employee Only" premium.
- Employer will promptly notify Blue Cross and Blue Shield of Illinois (BCBSIL) of any change in participation and Employer contribution.
- · BCBSIL reserves the right to:
  - Restrict new business enrollment in medical insurance coverage to open or special enrollment periods unless the 25% minimum employer contribution is met and at least 70% of eligible employees (less valid waivers) have enrolled for coverage.
  - Review participation and contribution on existing business and non-renew or discontinue medical coverage unless the 25% minimum employer contribution is met and at least 70% of eligible employees (less valid waivers) have enrolled for coverage.
  - Change premium rates upon 31 days written notice in the event of new local, state, or federal legislation or administrative rulings which obligate BCBSIL to pay new taxes, surcharges, or other fees, or to modify a benefit or mandate a new benefit.
- Contracts shown represent enrollment as of four months prior to the renewal effective date.
- The medical and/or dental rates shown are for twelve (12) months from the renewal effective date and have been
  priced in accordance with our current regulatory status and the existing benefit program. If your rate effective date is
  different from your renewal effective date, your rates are guaranteed until your next renewal effective date.
- If Medicare rates are shown, those are only applicable for employees and dependents that have Medicare as their primary coverage. The actual billed premium rates where split Medicare contracts exist will differ from the rates appearing on this renewal exhibit and enclosed proposal depending on an individuals' primary/secondary coverages, active-at-work/retired status and the number of employees within the group (not applicable to Metallic plans).
- For Government Plans and Church Plans, BCBSIL's administration is based on the Benefit Plan not being subject to ERISA. For all other plans, BCBSIL's administration is based on the Benefit Plan being subject to ERISA. In the event you have determined that the above administration is not applicable to the Plan, please advise BCBSIL of your position in writing as soon as possible.
- This renewal assumes the contract will be issued in Illinois.
- Upon inquiry from employer groups, BCBSIL will provide information to the employer group regarding compensation paid to the employer's Producer/Agent by BCBSIL in connection with the employer's policy or contract with BCBSIL.
- This information is not intended, nor does it modify the terms of any agreement in any way. The coverage provided under any group contract may only be changed in accordance with the terms of the agreement and in accordance with the law.

Review Total Monthly Medical Premium

# **Appendix - Dental Rate Contingencies and Plan Pairings**

### **Dental Rates Are Contingent Upon:**

- A 12-month effective period beginning from the renewal effective date.
- · Retirees are not eligible for coverage.

#### Plan Pairings (Groups with 10 or more Subscribers)

Any one contributory high option can be paired with any one contributory low option. Any one voluntary high option can be paired with any one voluntary low option.

Voluntary plans and contributory plans may not be offered together.

Exception: DILHM57 can be paired with DILHR33.

Also DILHM59 can be paired with DILHR43.

Also: DILHM42 can be paired with any contributory plan. And

DILHM46 can be paired with any voluntary plan.

#### **Participation Requirements**

#### Contributory

>70% participation

>50% employer contribution

#### Voluntary

>25% participation

<50% employer contribution

Review Total Monthly Dental Premium

## Off-Cycle Plan Change Requests for Regulated Small Groups (1-50)

If a plan change or addition is needed, a new quote must be pulled from BCBSIL. Rate quotes are only required for new plans. Existing/remaining plans that are not changed are not required to be requoted.

Rate information from this renewal packet cannot be used for any Anniversary Date or off-cycle changes.

BCBSIL Quotes pulled for off cycle changes (those not occurring upon the group's Anniversary Date) may be impacted by:

- **Age changes** if a subscriber has aged between the time of the group's renewal and the off-cycle plan change(s), the new age must be used for quoting purposes for plan changes only. If the subscriber remains in their existing plan, no rate adjustment is required.
- **Headquarter location changes** if the group moves headquarter locations after the Anniversary Date, this may affect the rating area and rates for off cycle plan change(s). Rates for existing plans will not be affected by the new rating area, until the group's next Anniversary Date.
- **Inaccurate rate information** in the unlikely event that inaccurate information is provided for off-cycle plan change(s), such as updating the group's new rating area, BCBSIL cannot honor the quote.
- Composite Changes Off-cycle plan change(s) are not available to groups who wish to change their billing method, (electing to move from age rates to composite rates and vice versa); or groups who wish to add additional composite rated plans. Anniversary Date changes are required in these situations. Contact BCBSIL to obtain final rates involving Anniversary Date changes.

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf. BCBSIL also reserves the right to change the premium rates it charges Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

If this document was generated for an employer with current BCBSIL coverage, it is void unless provided by a BCBSIL Representative with express permission from Underwriting.

## **Notice of Privacy Practices**

The federal and state laws require medical plans to provide notice of their privacy practices, legal duties and an insured's rights concerning protected medical information. Please copy and distribute the enclosed Notice of Privacy Practices to each new employee at the time of his or her enrollment of medical coverage.

#### **Important Notices Document**

The federal Medical Insurance Portability and Accountability Act of 1996 (HIPAA) requires employers to notify all eligible employees of important provisions in their medical care plans:

• The employees' right to enroll in the plan under the "special enrollment provision".

Please copy and distribute the enclosed Important Notices - *Initial Notice about Special Enrollment Rights in Your Group Medical Plan and Additional Notices* directly to all your employees as soon as possible.

NOTE: This notice must also be given to each new employee prior to his or her enrollment in, or declination of, medical coverage, and must be redistributed each year at open enrollment.

#### **INSTRUCTIONS**

If you are adding more than one plan to your coverage offerings in the new year, then employee applications will be required to identify what coverage option they choose.

**Important:** all open enrollment applications must be signed, dated, and received by BCBSIL prior to the open enrollment effective date. If the date on the application is after the open enrollment effective date, regardless of receipt date, the applicant may not enroll until the next annual open enrollment.

Please note that late enrollment for employees/dependents selecting HMO or PPO coverage will only be permitted at open enrollment.

Payment of the premium due under the policy constitutes acceptance of the terms of our renewal offer.

### **Medicare-Eligible HMO Members**

To continue receiving medical care benefits through an HMO of Blue Cross and Blue Shield of Illinois. HMO members who are retired and who are eligible for Medicare must be actively enrolled in both Medicare Part A and Part B. Also, this includes HMO members who are active employees of groups with less than 20 employees where Medicare is the primary payer. When your company's active members retire, please make sure that they provide proof of both Medicare Part A and Part B coverage.

#### <u>Go Back to Renewal Contents</u>

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

# **Appendix - Summary of Benefits & Coverage**

## **Summary of Benefits & Coverage**

#### **Notice to Policyholder**

The Affordable Care Act requires group medical plans and/or insurance issuers to create and distribute a Summary of Benefits and Coverage (or alternate format permitted by the Affordable Care Act) (the "SBC"), to participants and beneficiaries in certain specified situations as required by Section 2715 of the Public Medical Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time (the "SBC Requirements"). This Notice is to inform you that effective for Policy Years for which you, as Policyholder, hold an open enrollment period on or after September 23, 2012, Blue Cross and Blue Shield of Illinois (BCBSIL) will provide certain SBC services as follows.

For participants and beneficiaries who join other than through an open enrollment period BCBSIL will provide the following SBC services as of the first day of your first plan year that is on or after September 23, 2012. Policyholder will promptly provide BCBSIL with such policy year date.

#### **SBC Creation**

BCBSIL will create the SBC and provide it to you, as Policyholder.

#### **SBC Review and Distribution**

The Policyholder shall carefully review the SBC and if it is satisfactory, the Policyholder will distribute it to participants and beneficiaries at the time and in a manner consistent with the SBC Requirements. If not satisfactory, Policyholder will promptly notify BCBSIL

Accordingly, your policy is being issued or renewed subject to the above responsibilities and to additional SBC terms and conditions, including but not limited to:

- Policyholder is responsible for synthesizing information from its various insurers and administrative service providers it uses for its group medical plan (or providing multiple partial SBCs if permitted by law).
- Nothing in the Contract relieves the Policyholder or its group medical plan of their respective legal and regulatory obligations with respect to the SBC.
- BCBSIL has no responsibility for, or obligations with respect to, the SBCs except as specified in this Contract.
- Policyholder is responsible for furnishing to BCBSIL in a timely manner all information necessary for the timely
  creation and distribution of SBCs, including but not limited to names and addresses for: (i) any person currently
  enrolled in any plan administered or insured by BCBSIL, and (ii) any person the employer tells us is eligible or may
  become eligible. Policyholder's failure to furnish such information, to agree to an implementation plan or to
  promptly review/approve SBCs may delay and/or jeopardize BCBSIL's preparation of the SBC and the Plan is
  relieved of its SBC obligations.
- BCBSIL's SBC operations will not be considered to be in breach of the Contract to the extent BCBSIL has worked diligently and in good faith to provide the SBC services, based on a reasonable interpretation of then-current SBCrelated ACA provisions and Guidance, in a manner consistent with the SBC Requirements.
- BCBSIL may, but is not required to, monitor Policyholder's performance of its SBC obligations, audit the
  Policyholder with respect to the SBC, request and receive information, documents and assurances from
  Policyholder with respect to the SBC, provide its own SBC (or SBC corrections) to participants and beneficiaries,
  communicate with participants and beneficiaries regarding the SBC, respond to SBC-related inquiries from
  participants and beneficiaries, and/or take steps to avoid or correct potential violations of applicable laws or
  regulations. Policyholder will notify the Plan of any actual or potential non-compliance with the SBC Requirements.
- Policyholder will indemnify and hold BCBSIL harmless with respect to the SBC.

These changes are binding on your Policy and/or you will receive a formal Policy amendment for your files once it has been approved by the Illinois Department of Insurance.

## Go Back to Renewal Contents

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

# Summary of Benefits and Coverage (SBC) Tool Steps

# No Login Requirements!

Login information is not required to access the Summary of Benefits and Coverage (SBC) tool. Use the link provided to the right or continue to use Blue Access for Employers<sup>SM</sup> or Blue Access for Producers<sup>SM</sup>.



Steps to use th	e SBC Tool
STEP 1:	Click on the Order basket to request SBCs. Use the old SBC Tool to access SBCs for metallic plans with effective dates before 2021, and for all grandfathered and transitional plans.
STEP 2:	<ul> <li>For Small Group SBCs, enter the Plan ID in the Plan ID field.</li> <li>For Mid-Market and Blue Balance Funded<sup>SM</sup> SBCs, enter the Plan ID in the MPI (Marketing Plan ID) field.</li> <li>Identify the plan year, your state and market segment.</li> <li>Select English or Spanish</li> <li>Click Search</li> </ul> TIP — For Spanish SBCs, the date format is DD/MM/YY.
STEP 3:	<ul> <li>Available SBCs will appear under the "Results" section.</li> <li>If the Plan ID or MPI were not included in the search, a full list of small group benefit plans will appear under the "Results" drop down tab.</li> <li>Select your requested SBC and click "Next".</li> </ul>
STEP 4:	Identify the required plan effective dates. "Coverage for" will default to Individual/Family. Click "Next".
STEP 5:	Review the proof carefully.  Check to make sure the correct period and coverage is populated on page 1 of the PDF in the upper right corner.  Click the "Print on Site" button to download, save or print the SBC.
STEP 6:	Close the PDF pop-up window to complete your order.



#### **Technical Help**

- 1. **CLICK HERE** for technical issues support.
- 2. If an SBC is missing or additional assistance is needed, please reach out to StandardSBCRequests@bcbsil.com.

## I. Initial Notice about Special Enrollment Rights in Your Group Medical Plan

A federal law called Health Insurance Portability and Accountability Act (HIPAA) requires that we notify you about very important provisions in the plan. You have the right to enroll in the plan under its "special enrollment provision" without being considered a late enrollee if you acquire a new dependent or if you decline coverage under this plan for yourself or an eligible dependent while other coverage is in effect and later lose that other coverage for certain qualifying reasons. Section I of this notice may not apply to certain self-insured, nonfederal governmental plans. Contact your employer or plan administrator for more information.

#### A. SPECIAL ENROLLMENT PROVISIONS

#### Loss of Other Coverage (Excluding Medicaid or a State Children's Medical Insurance Program)

If you are declining enrollment for yourself or your eligible dependents (including your spouse) because of other medical insurance or group medical plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if you move out of an HMO service area, or the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 31 days after your or your dependents' other coverage ends (or move out of the prior plan's HMO service area, or after the employer stops contributing toward the other coverage).

#### Loss of Coverage for Medicaid or a State Children's Medical Insurance Program

If you decline enrollment for yourself or for an eligible dependent (including your spouse) while Medicaid coverage or coverage under a state children's medical insurance program is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after your or your dependents' coverage ends under Medicaid or a state children's medical insurance program.

#### New Dependent by Marriage, Birth, Adoption, or Placement for Adoption

If you have a new dependent because of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents in this plan. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

# Eligibility for State Premium Assistance for Enrollees of Medicaid or a State Children's Medical Insurance Program

If you or your dependents (including your spouse) become eligible for a state premium assistance subsidy from Medicaid or through a state children's medical insurance program with respect to coverage under this plan, you may be able to enroll yourself and your dependents in this plan. However, you must request enrollment within 60 days after your or your dependents' determination of eligibility for such assistance.

To request special enrollment or obtain more information, call Customer Service at the phone number on the back of your Blue Cross and Blue Shield ID card.

#### **II. Additional Notices**

Other federal laws require we notify you of additional provisions of your plan.

# NOTICES OF RIGHT TO DESIGNATE A PRIMARY CARE PROVIDER (FOR NON-GRANDFATHERED MEDICAL PLANS ONLY)

For plans that require or allow for the designation of primary care providers by participants or

#### Go Back to Renewal Contents

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

#### beneficiaries:

If the plan requires or allows the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of the participating primary care providers, call Customer Service at the phone number on the back of your Blue Cross and Blue Shield ID card.

For plans that require or allow for the designation of a primary care provider for a child:

For children, you may designate a pediatrician as the primary care provider.

For plans that provide coverage for obstetric or gynecological care and require the designation by a participant or beneficiary of a primary care provider:

You do not need prior authorization from the plan or from any other person (including a primary care provider) to obtain access to obstetrical or gynecological care from a medical care professional in our network who specializes in obstetrics or gynecology. The medical care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals.

For a list of participating medical care professionals who specialize in pediatrics, obstetrics or gynecology, call Customer Service at the phone number on the back of your Blue Cross and Blue Shield ID card.

## IRS Announces Inflation Adjustments for 2024 HDHPs and HSAs

The IRS has announced the inflation adjustments for 2024 High Deductible Health Plans (HDHP) and Health Savings Accounts (HSA). These adjustments include maximum HSA contributions, minimum deductible amount and maximum out-of-pocket limits. The following adjustments apply to the calendar year 2024.

#### Contributions to an HSA

For the calendar year 2024, the annual limitation on contributions to an HSA under §223(b)(2)(A) for an individual with self-only coverage under a HDHP is \$4,150. The annual limitation on contributions to an HSA under §223(b)(2)(B) for an individual with family coverage under an HDHP is \$8,300.

#### Additional Contribution Amount (Individuals Age 55 and Older)

The catch-up contribution limit to an HSA under §223(b)(3)(B), is \$1,000. There is no change from 2023.

#### **High Deductible Health Plans**

An HDHP is defined under §223(c)(2)(A) as a health plan with an annual deductible that is not less than \$1,600 for self-only coverage or \$3,200 for family coverage. The annual out-of-pocket expenses (deductibles, copayments, and other amounts, but not premiums) do not exceed \$8,050 for self-only coverage or \$16,100 for family coverage.

	2024	2023
Minimum Individual Deductible	\$1,600	\$1,500
Minimum Family Deductible	\$3,200	\$3,000
Maximum Individual OOP	\$8,050	\$7,500
Maximum Family OOP	\$16,100	\$15,000
Maximum Individual Contribution	\$4,150	\$3,850
Maximum Family Contribution	\$8,300	\$7,750
Minimum Individual Embedded Deductible	\$3,200*	\$3,000
Minimum Family Embedded Deductible	\$3,200	\$3,000

<sup>\*</sup>According to IRS guidance, an individual deductible (an embedded deductible) provided under a family HDHP must be at least the family minimum for the year (\$3,200 in 2024). Due to system limitations, groups with an embedded deductible family HDHP may not offer an employee-only HDHP with a deductible less than the family minimum (\$3,200) unless separate benefit agreements are established for employee-only and family HDHP coverage. The IRS individual minimum is \$1,600 for 2024.

Please note that the HDHP limits on out-of-pocket expenses and the maximum out of pocket limits under the Affordable Care Act ("ACA") are NOT the same. The maximum out of pocket limits for 2024 are \$9,450 for self-only coverage, \$18,900 for other than self-only coverage.

IRS revenue procedure: <a href="https://www.irs.gov/pub/irs-drop/rp-23-23.pdf">https://www.irs.gov/pub/irs-drop/rp-23-23.pdf</a>

#### Go Back to Renewal Contents

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#### **AGENDA ITEM #10F**

Meeting Date: November 14, 2023

<u>Item:</u> Payment Request #5 and Change Order #3 - Lakemoor Lift

Stations Modifications (Lift Stations 1 & 6)

**Staff Recommendation:** Motion to approve Pay Request #4 to Boller Construction in the

amount of \$119,957.11 and approve Change Order #3 for the

Lakemoor Lift Station Modifications Project.

**Staff Contact:** Mohammed M. Haque, District Manager

## **Background:**

Pay application #5 for the Lakemoor Lift Stations Modifications project is attached for the board's approval. This pay application primarily covers the electrical and instrumentation work at Lift Station #6. Punchlists for both Lift Stations #1 and #6 will be put together soon and will be sent to Boller to address.

This project is being funded by a \$400,000 grant that was procured by the District as part of the Illinois Capital Bill in 2019/2020. As you may recall, we originally planned on upgrading seven Lakemoor lift stations, but after getting bids back, the scope was reduced to two lift stations. The balance of the work on the other five lift stations will be done via direct procurement over time or re-bid as a package at a future date.

The total project contract price, after Change Order #3, is \$493,148.92 and this pay application brings amount stored and completed to \$254,345.80, less retainage of \$25,434.59 and past payments of \$108,954.10, for a net payment amount of \$119,957.11. All waivers and Trotter's payment recommendation is attached.

In addition to the payment request, there is one change to the contract that is covered under this agenda item. An issue arose at Lift Station #6 after the bypass equipment was taken down and the lift station was brought back online. On November 2<sup>nd</sup>, our on-call operator received notification that the generator was in alarm with no start. The following day, our generator service provider, Midwest Power Industry, was called to troubleshoot and discovered that the contractor turned off the main breaker to the 120-volt generator supply and the battery was completely drained, which required a new battery to be installed. The charge for generator services and time spent by our operations staff and TAI results in a credit of (\$2,057.06), decreasing the contract price to \$493,148.92.





### **AGENDA ITEM #10F**

## **Recommendation:**

It is the recommendation of the District Manager to Approve Pay Request #5 to Boller Construction in the amount of \$119,957.11 and approve Change Order #3 for the Lakemoor Lift Station Modifications Project.

## **Votes Required to Pass:**

Simple Majority, via a roll call vote





# **Transmittal Sheet**

To:	Mohammed Haque			From:	Lindsay Muth, E.I.T.				
	Northern Moraine Wa	astewater			Trotter and Associates, Inc.				
	Reclamation District								
	113 Timber Trail				40W201 Wasco Road, Suite D				
	P.O. Box 240				St. Charles, Illinois 60175				
	Island Lake, IL 60042	2			(331) 725-6139				
Date:	November 8, 2023	Project:		/070 — Lak difications	emoor Lift Stations No. 1 and No.				
F1	J l	····	4/°	<b>6</b>					
Luciose	d please find the follov	ving docum	ents/in	iormation	:				
1	Recommendation of l	Payment #5							
1	Application for Paym	ent #5							
1	Waivers of Lien								
1	Certified Payroll								
Γhe abo	ve documents/informa	ntion are sul	bmitted	d:					
As	requested			For yo	our signature				
	r your approval			For your information and files					
Comme	nts:								
Mohamn	med,								
Certified					or Lift Stations No. 1 and No. 6				
Please co	ontact me if you have an	ny questions							
	-	- <b>-</b>	Thank	you,					
				Lina	lsay Wuth say Muth, E.I.T.				
				Lind	sayMuth, E.I.T.				

#### RECOMMENDATION OF PAYMENT NO. 5

ENGINEER'S PROJECT NO: NMW-070

\_\_\_\_\_

#### NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: Boller Construction Co., Inc.

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

APPLICATION DATE: October 1, 2023 APPLICATION AMOUNT: \$119,957.11

PERIOD ENDING: October 31, 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: November 8, 2023 BY: Lindsay Muth

Lindsay Muth, E.I.T. Staff Engineer

## STATEMENT OF WORK

Original Contract Price	\$472,400.00
Net Change Orders	\$22,805.98
Current Contract Price	\$495,205.98
Work to Date	\$254,345.80
Work to be Done	\$240,860.18
Amount Retained (10%)	\$25,434.59
Subtotal	\$228,911.21
Previous Payments	\$108,954.10
Amount Due This Payment	\$119,957.11

# $\mathbf{AIA}^{\!\!\!\!\circ}$ Document $\mathbf{G702}^{\!\!\!\!\!\circ}$ – 1992

## Application and Certificate for Payment

#### TO OWNER:

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

# FROM CONTRACTOR: Boller Construction Company, Inc.

3045 W. Washington St. Waukegan, Illinois 60085

1. ORIGINAL CONTRACT SUM

#### PROJECT:

NMWRD Lakemoor Lift Stations No. 1 & No.6 Modifications 420 Timber Trail Island Lake. Illinois 60042

472,400,00

VIA ARCHITECT:

Trotter & Associates, Inc. 40W201 Wasco Road, Ste. D St. Charles, Illinois 60175 APPLICATION NO: 5
PERIOD TO: 10/31/2023

CONTRACT FOR: 22237 - General Construction

**CONTRACT DATE:** 02/11/2022 **PROJECT NOS:** 22237

Distribution to:

OWNER 
ARCHITECT 
CONTRACTOR 
FIELD 
OTHER

#### 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.

I. ONGINAL CONTROL SOM	***************	Ψ	472,400.00
2. Net Change by Change Orders		\$	22,805.98
3. CONTRACT SUM TO DATE (Line 1+2)		\$	495,205.98
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	*************	\$	254,345.80
5. RETAINAGE:			
a. 10.0% of Completed Work			
(Column D + E on G703)	\$	25,4	434.59
b. 0.0% of Stored Material			
(Column F on G703)	\$		0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$	25,434.59
6. TOTAL EARNED LESS RETAINAGE	***************************************	\$	228,911.21
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$	108,954.10
(Line 6 from prior Certificate)			
8. CURRENT PAYMENT DUE	*************************	\$	119,957.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE			
(Line 3 less Line 6)	\$	266,	294.77

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner	\$33,028.28	\$(10,222.30)	
Total approved this Month	\$0.00	\$0.00	
TOTALS	\$33,028.28	\$(10,222.30)	
NET CHANGES by Change Order	\$ 22,805.		

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: Boller Construction Company, Inc.

By: Josh Boller Date: Nov	ember 06. 2023
State of: Illinois County of: Lake Subscribed and sworn to before me this November 06, 2023 Notary Public: Emily Lymans My Commission expires: 09/02/24, #425017 State of Illinois, County of Lake	OFFICIAL SEAL EMILY ARELLANO NOTARY PUBLIC, STATE OF ILLINOIS LAKE COUNTY MY COMMISSION EXPIRES 09/02/2024

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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.

AINIOUN I CER	. I 1F1EV		119,957.11
Attach explanatio	n if amount certified differs fro <mark>m</mark> th	e amount applied. Initial a	Ill figures on this
Application and or	the Continuation Sheet that are ch	nanged to conform with the	amount certified.)
ARCHITECT:	Trotter & Associates, Inc.		
Bv:		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.

AIA Document G702<sup>TM</sup> -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

# AIA® Document G703™ - 1992

## Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO.: 5

**APPLICATION DATE:** 10/24/23 **PERIOD TO:** 10/31/23

**ARCHITECT'S PROJECT NO: 22237** 

A	В	С	D	E	F	G		Н	I			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED	%	BALANCE TO	RETAINAGE (IF VARIABLE			
			APPLICATION (D + E)	THIS PERIOD	(NOT IN D OR E)	(NOT IN TO DATE		TO DATE (G/C)		FINISH (C - G)	RATE)	
01-050	Owner Allowance	10,000.00	0.00	0.00	0,00	0.00	0.0%	10,000.00	0.00			
01-051	Natural Gas Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00			
01-052	Unforseen Issue Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00			
01-100	General Conditions	45,741.00	11,183.67	12,308.91	0.00	23,492.58	51.4%	22,248.42	2,349.26			
01-160	Oracle/Procore Usage Fee	1,615.00	1,615.00	0.00	0.00	1,615.00	100.0%	0.00	161.50			
01-190	Payment and Performance Bonds	4,346.00	4,346.00	0.00	0.00	4,346.00	100.0%	0.00	434.60			
01-270	Water Pumping	17,884.00	7,153.60	0.00	0.00	7,153.60	40.0%	10,730.40	715.36			
01-271	Sludge Removal	6,262.00	0.00	0.00	0.00	0.00	0.0%	6,262.00	0.00			
02-600	Site Plumbing	50,000.00	32,308.37	9,170.00	0.00	41,478.37	83.0%	8,521.63	4,147.84			
02-900	Landscaping	12,820,00	0.00	0.00	0.00	0.00	0.0%	12,820.00	0,00			
03-100	Concrete	4,500,00	0.00	0.00	0.00	0.00	0.0%	4,500.00	0.00			
09-900	Painting	60,000.00	0.00	0.00	0.00	0.00	0.0%	60,000.00	0.00			
11-130	Lift Pumps	62,000.00	0.00	0.00	0.00	0.00	0.0%	62,000.00	0.00			
16-100	Electrical	48,000.00	6,000.00	39,441.87	0.00	45,441.87	94.7%	2,558.13	4,544.19			
16-900	Instrumentation	90,232.00	26,112.00	61,870.00	0.00	87,982.00	97.5%	2,250.00	8,798.20			
90-001	Change Order #1 - Pump Changes	(5,722.30)	(5,722.30)	0.00	0.00	(5,722.30)	100.0%	0.00	(572.23)			
90-002	Change Order #2 - Flowmeter	(4,500.00)	(4,500.00)	0.00	0.00	(4,500.00)	100.0%	0.00	(450.00)			

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# **AIA**® Document G703™ - 1992

## Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO.:** 5

**APPLICATION DATE: 10/24/23** 

**PERIOD TO: 10/31/23** 

ARCHITECT'S PROJECT NO: 22237

A	В	С	D	E	F	G		Н	I
			WORK CO	MPLETED	MATERIALS	TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
90-003	Change Order #3 - Bypass Pumping	16,970.28	16,970.28	0.00	0.00	16,970.28	100.0%	0,00	1,697.03
90-004	Change Order #4 - Bypass Connection Addition Lift Station #1	8,712.00	8,712.00	0.00	0,00	8,712.00	100.0%	0.00	871.20
90-005	Change Order #5 - 8" Pipe required for Installation of Flow Meter at Station #1	7,346.00	7,346.00	0.00	0.00	7,346.00	100.0%	0.00	734.60
99-100	Overhead & Profit	39,000.00	9,535.50	10,494.90	0.00	20,030.40	51.4%	18,969.60	2,003.04
	GRAND TOTAL	\$495,205.98	\$121,060.12	\$133,285.68	\$0.00	\$254,345.80 51.		\$240,860.18	\$25,434.59

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#### WAIVER OF LIEN TO DATE

STATE OF ILLINOIS COUNTY OF LAKE

#### TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Northern Moraine Wastewater Reclaimation District to furnish General Construction for the premises known as NMWRD Lakemoor Lift Stations No. 1 & No. 6 Modifications of which Northern Moraine Wastewater Reclaimation District is the Owner.

THE undersigned, for and in consideration of One hundred nineteen thousand nine hundred fity-seven and 11/100-

(\$119,957.11) 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

October 31, 2023

**COMPANY NAME** 

**Boller Construction Co., Inc.** 

ADDRESS

3045 W. Washington St., Waukegan, IL

Josh Boller, President

CONTRACTOR'S AFFIDAVIT

STATE OF COUNTY OF

ILLINOIS LAKE

TO WHOM IT MAY CONCERN:

SIGNATURE AND TITLE

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 owned by Northern Moraine Wastewater Reclaimation District.

That the total amount of the contract including extras for which change orders have been processed and executed to date is

\$495,205.98

on which he has received payment of

\$ 108,954.10 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 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.

			CONTRACT PRICE	AMOUNT	THIS	BALANCE
NAMES & ADDRESSES	WHAT FOR	I	NCLDG. EXTRAS*	PAID	PAYMENT	DUE
Boller Construction Company, Inc.	General Construction	\$	162,423.11	\$ 43,969.27	\$ (44,185.67)	\$ 162,639.51
Allan Integrated Controls	Instrumentation	\$	87,982.00	\$ 23,500.80	\$ 55,683.00	\$ 8,798.20
Associated Electrical Contractors	Electrical	\$	50,818.17	\$ 5,400.00	\$ 35,497.68	\$ 9,920.49
Dahme Mechanical Industries	Site Utilities	\$	54,093.37	\$ 36,084.03	\$ 12,600.00	\$ 5,409.34
Gasvoda & Associates	Pumps	\$	59,969.33	\$ 	\$ 53,972.10	\$ 5,997.23
GP Maintenance	Painting	\$	60,000.00	\$	\$ -	\$ 60,000.00
McGinty Bros	Landscaping	\$	12,820.00	\$ 	\$ -	\$ 12,820.00
Veterans Vac Services, Inc.	Sludge Removal	\$	7,100.00	\$ -	\$ 6,390.00	\$ 710.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE			495,205.98	\$ 108,954.10	\$ 119,957.11	\$ 266,294.77

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 6, 2023

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6TH DAY OF NOVEMBER, 2023.

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

NOTARY PUBLIC

OFFICIAL SEAL
EMILY ARELLANO
NOTARY PUBLIC, STATE OF ILLINOIS
LAKE COUNTY
MY COMMISSION EXPIRES 09/02/2024

#### SUBCONTRACTOR'S WAIVER OF LIEN & BOND TO DATE

STATE OF WISCONSIN	)	Gty#
	) SS	
COUNTY OF WALWORTH	)	Loan #

WHEREAS the undersigned has been employed by Boller Construction Company, Inc. to furnish <u>Instrumentation & Controls</u> for the premises known as <u>NMWRD Lakemoor Lift Stations No. 1 & No.6 Modifications</u> of which <u>Northern Moraine Wastewater</u> <u>Reclamation District</u> is the owner.

THE undersigned, for and in consideration of <u>Twenty three thousand five hundred and 80/100</u> (\$23,500.80) 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 the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. The undersigned further waives all claims against Boller Construction Company, Inc. and Boller Construction Company, Inc.'s surety on all payment or performance bonds provided by Boller Construction Company, Inc. and all rights under the Illinois Public Construction Bond Act 30 ILCS 550/1 *et seq*. for all work, labor and materials provided through the date hereof.

Given under my hand	and seal _	this 22nd day of September, 2023.
Signature and Title:	Ben Beaird	Sr. Project Engineer

**NOTE:** 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.

# SUBCONTRACTOR'S AFFIDAVIT STATE OF WISCONSIN ) SS COUNTY OF WALWORTH )

THE undersigned, <u>Ben Beaird</u> being duly sworn, deposes and says that he is <u>Sr. Project Engineer</u> of the <u>Allan Integrated Control</u> <u>Systems, Inc.</u> who is the contractor for the <u>Instrumentation & Controls</u> work on the building located at <u>420 Timber Trail, Island Lake, Illinois 60042</u> owned by <u>Northern Moraine Wastewater Reclamation District</u>.

That the total amount of the contract including extras is \$87,982.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Allan Integrated Control Systems, Inc.	Instrumentation & Controls	87,982.00	0.00	23,500.80	64,481.20
LABOR AND MATERIAL TO COM	87,982.00	0.00	23,500.80	64,481.20	

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.

DocuSign Envelope ID: 1376E2CE-8988-4B78-A2A1-C26DC0AA1AE2

Signed this 22nd day of September, 2023

SIGNATURE

Ben Beaird

Sr. Project Engineer

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22nd day of September, 2023

ann Ess

State of Wisconsin, Walworth County

#141982

#### SUBCONTRACTOR'S WAIVER OF LIEN & BOND TO DATE

STATE OF ILLINOIS	)	Gty#
	) SS	
COUNTY OF COOK	)	Loan #

WHEREAS the undersigned has been employed by Boller Construction Company, Inc. to furnish <u>Site Utilities</u> for the premises known as <u>NMWRD Lakemoor Lift Stations No. 1 & No.6 Modifications</u> of which <u>Northern Moraine Wastewater Reclamation District</u> is the owner.

THE undersigned, for and in consideration of <u>Twenty four thousand one hundred six and 50/100</u> (\$24,106.50) 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 the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. The undersigned further waives all claims against Boller Construction Company, Inc. and Boller Construction Company, Inc.'s surety on all payment or performance bonds provided by Boller Construction Company, Inc. and all rights under the Illinois Public Construction Bond Act 30 ILCS 550/1 *et seq*. for all work, labor and materials provided through the date hereof.

Given under my hand	and seal _	this 26th day of September, 2023.
Signature and Title: _	Paul Neubauer	Project Manager

**NOTE:** 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.

# SUBCONTRACTOR'S AFFIDAVIT STATE OF ILLINOIS ) SS COUNTY OF COOK )

THE undersigned, <u>Paul Neubauer</u> being duly sworn, deposes and says that he is <u>Project Manager</u> of the <u>Dahme Mechanical Industries</u> who is the contractor for the <u>Site Utilities</u> work on the building located at <u>420 Timber Trail</u>, <u>Island Lake</u>, <u>Illinois 60042</u> owned by <u>Northern Moraine Wastewater Reclamation District</u>.

That the total amount of the contract including extras is \$54.093.37 on which he or she has received payment of \$11.977.53 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Dahme Mechanical Industries	Site Utilities	54,093.37	11,977.53	24,106.50	18,009.34
LABOR AND MATERIAL TO COM	54,093.37	11,977.53	24,106.50	18,009.34	

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.

DocuSign Envelope ID: 22E9DF33-1DB4-43A0-8509-E294B91DB92E

Signed this <u>26th day of September</u>, <u>2023</u>

SIGNATURE

Paul Neubauer

Project Manager

SUBSCRIBED AND SWORN TO BEFORE ME THIS <u>26th day of September</u> 2023

Torraine bull

State of Illinois, Cook County

#624545

#### **CHANGE ORDER NO. 3**

Date: November 7, 2023 Date of Agreement: October 21, 2022

Project: Northern Moraine Wastewater Reclamation District

Lakemoor Lift Station No. 1 and No. 6 Modifications

Job Number: NMW070

Owner: Northern Moraine Wastewater Contractor: Boller Construction Co., Inc.

Reclamation District 3045 W. Washington St. 113 Timber Trail Waukegan, IL, 60085

Island Lake, IL 60042

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #9.

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

Original Contract Price		\$472,400.00
Amount of Previous Change Order(s)		\$22,805.98
Current Contract Price adjusted by Previous Change Order(s)		\$495,205.98
Change in Contract Price Due to this Change Order		-\$2,057.06
Contract Price Including this Change Order		\$493,148.92
Original Contract Time	530	Calendar Days
Previous Changes to Contract Time	3	Calendar Days

230	Calcilaal Days
3	Calendar Days
533	Calendar Days
0	Calendar Days
533	Calendar Days
	3 533 0

Approvals:

BOLLER CONSTRUCTION CO., TROTTER AND ASSOCIATES, INC.

INC.

NORTHERN MORAINE
WASTEWATER RECLAMATION
DISTRICT

Lindsay Meth

Adam DunkelbergLindsay Muth, E.I.T.Mohammed Haque, P.E.Project Manager/EstimatorStaff EngineerDistrict Manager



# NMWRD Lakemoor Lift Station No. 1 and No. 6 Modifications **Summary of Change Order #3**

Original Contract Price	\$ 472,400.00
Previous Change Orders	\$ 22,805.98
Current Contract Price adjust by Previous Change Orders	\$ 495,205.98
Contract Price due to this Change Order will be adjusted by	\$ (2,057.06)
Contract Price including this Change Order	\$ 493,148.92

	Substantial	Final
	Completion	Completion
Original Completion Time	3/4/2024	4/3/2024
Previous Contract Time Adjustment	3	3
Current Completion Time adjusted by Previous Change Orders	3/7/2024	4/6/2024
Contract Time due to this Change Order to be Adjusted by	0	0
Completion Dates including this Change Order	3/7/2024	4/6/2024

	Description		Amount	Days
9	LS#6 Generator Power Issues	\$	(2,057.06)	0
		_		
	TOTAL FOR CHANGE ORDER #	ŧ3 \$	(2,057.06)	0



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

C	ontract M	odification Request No.	009 <b>Date:</b>	November 7, 2023
T	o:	Adam Dunkelberg Project Manager	From:	Lindsay Muth, E.I.T. Staff Engineer
P	roject:	Northern Moraine WRD -	- Lakemoor Lift St	ation No. 1 and No. 6 Modifications
	ob (umber:	NMW070		
0	wner:	Northern Moraine Wastew Reclamation District 113 Timber Trail Island Lake, IL 60042	vater Contracto	r: Boller Construction Co., Inc. 3045 W. Washington St. Waukegan, IL, 60085
		requested that a Contraction is		oe initiated to the above referenced kup data:
<ol> <li>2.</li> <li>3.</li> </ol>	Contractor TAI man 2-3, 2023 Reason f Contractor on-call no District's Power Stather main	hours associated with the go 3. For Modification: or turned off main breaker to otification on November 2, a generator service provide	the generator service the generator power issues to the 120 volt generator 2023 that the generator was called on Nay due to the existing	ce provider visit, District manhours and less at LS No. 6 that occurred November erator supply, which led to an operator erator was in alarm with no start. The ovember 3 <sup>rd</sup> to troubleshoot. Midwesing battery being drained and turned or (\$2,057.06)
4.	Addition	nal Contract Time to Com	plete Modificatio	n: 0 days
5. Pre	NMWRI	Power Industry Invoice #1 D Fees – LS No. 6 S – LS No. 6 Lindsay Muth	380, dated Novem Approved	by:
		Lindsay Math, E.I.T. Staff Engineer		Mohammed Haque, P.E. District Manager

Date:

Cc: Northern Moraine Wastewater Reclamation District

November 7, 2023

File (NMW070-7.21)

Date:

# Midwest Power Industry, Inc.

# **Invoice**

# PO Box 106 Ringwood IL 60072

Tungwood in oo	072		
Phone #			
815-790-0974	E-mail	Genone1958@gmail	.com
Bill To			
Northern Moraine WW PO BOX 240 Island Lake IL 60042 Mohammed Haque	/RD		

Date	Invoice #
11/6/2023	1380

P.O. No.	Terms	Project
	Net 15	2023-15

Quantity	Description	Rate	Amount
4	11/3/2023 - Lift Station #6 - Kohler - Service Call for unit in alarm with no start - Tech found no power to battery charger or block heater - Found onsite contractors turned off main breaker to 120 volt generator supply - Battery was completely drained and would not charge back up - Tech installed new battery - Turned on Main Breaker for supply voltage - Test Run Unit - Fully Operational - Includes Labor and Travel	165.00	660.00
1	MTP Battery	196.51	196.51T

IF YOU ARE TAX EXEMPT, PLEASE FORWARD A COPY OF YOUR TAX EXEMPTION CERTIFICATE TO GENONE1958@GMAIL.COM - IF WE DO NOT HAVE THIS DOCUMENTATION ON FILE YOU WILL BE CHARGED AND RESPONSIBLE FOR SALES TAX.

**Total** 

\$856.51

	Hours	1.5x Hourly Rate	<b>Total Cost</b>
On-Call Operator	2	\$61.88	\$123.75
Chief Operator	3	\$55.13	\$165.38
<b>Operations Director</b>	5	\$77.88	\$389.42
		SUM	\$678.55

<sup>\*\*</sup> Includes additional 1.5x since after hour callout.

	Hours		Billi	ng Rate	Cost
Staff Engineer		2.5	\$	136.00	\$ 340.00
Project Manager		1	\$	182.00	\$ 182.00
•	-		Tota	al	\$ 522.00



## **AGENDA ITEM # 10G**

Meeting Date: November 14, 2023

<u>Item:</u> Agreement with McHenry County for Holiday Hills/Le Villa Vaupell CDBG

Grant for \$96,364

**Staff Recommendation:** Approve Subrecipient Agreement with McHenry County for Holiday

Hills/Le Villa Vaupell CDBG Grant for \$96,364

Staff Contact: Mohammed M. Haque, District Manager

**Background:** 

On April 18, 2022 we were awarded \$100,000 by McHenry County as part of their annual CDBG funding. That funding is now available by McHenry County, although the amount was revised down to \$96,364 because the County only received \$1,385,779 from HUD of their \$1,500,000 ask. This amount was originally supposed to be applied towards Phase 1 of the Holiday Hills project, however, due to the timing of the grant, we have allocated this grant towards our Phase 2 of the project. The grant agreement is written this way under the Program Delivery section of the attached Subrecipient Agreement.

#### **Recommendation:**

District Staff recommends entering into a Subrecipient Agreement with McHenry County for Holiday Hills/Le Villa Vaupell CDBG Grant for \$96,364

Phone: 847-526-3300

## **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 to Authorize the District Manager to enter into an Subrecipient Agreement between the Northern Moraine Wastewater Reclamation District and McHenry County for Community Development Block Grant Funding for \$96,364 for the Holiday Hills / Le Villa Vaupell Sanitary Sewer Project.

DATED this 14th day of November, 2023

NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, an Illinois Municipal Corporation,

By:	 
PRESIDENT	

DISTRICT CI FRE	
ATTEST	
SEAL	

#### COMMUNITY DEVELOPMENT BLOCK GRANT

# SUBRECIPIENT AGREEMENT BETWEEN the COUNTY of McHENRY, ILLINOIS and the Northern Moraine Wastewater Reclamation District for Holiday Hills/ Le Villa Vaupell Sewer Extension

**THIS AGREEMENT**, entered by and between the County of McHenry (herein called the "Grantee") and the Northern Moraine Wastewater Reclamation District (herein called the "Subrecipient"); and

WHEREAS, Grantee has been designated by the United States Department of Housing and Urban Development (herein called "HUD") to administer Community Development Block Grant (herein called "CDBG") funds from the United States Government as applied for and received under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383 and as amended, and as authorized under the regulations governing CDBG per 24 CFR part 570 and financial regulations codified under 2 CFR part 200; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the purposes of executing a CDBG Infrastructure project to provide funding for Holiday Hills/ Le Villa Vaupell Sewer Extension, and is conditioned on fulfillment of a CDBG national objective as defined under 24 CFR 570.208(a)(2)(i) and as related to Area Benefit activities benefiting low-moderate income persons (herein called "LMA) as specified herein; and

**WHEREAS**, the Subrecipient acknowledges that failure to fulfill the LMA National Objective will result in the disallowance of CDBG funding and therefore, the Subrecipient will be required to repay all CDBG funds to the Grantee.

**NOW**, **THEREFORE**, it is agreed between the parties hereto that:

#### I. STATEMENT OF WORK

#### A. Activity Description

The Subrecipient shall be responsible for administering a CDBG Infrastructure project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds and consistent with all provisions of this Agreement. Subrecipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on the Subrecipient's part to be performed hereunder.

#### **B.** Program Delivery

Subrecipient UEI Number: FJZ1E42P8G85

Program specifics: Phase 2 of the Sanitary Sewer Extension Project and will install approximately 3,700 LF of 8" sewer, 2,500 LF of 10" sewer and approximately 35, 4-foot diameter manholes. Phase 2 will provide sanitary services to 94 homes. Phase 2 includes site restoration such as but not limited to tree removal, stormwater culvert replacement asphalt roadway patching, aggregate shoulder, and seed and blanket.

Activity that breaks ground will begin in *March of 2024*. Based on past phases, it is estimated that 130 feet of sewer can be installed per day. If the project calls for an approximate 9,300 feet of sanitary sewer, the work will take an approximate 72 days. Working 5 days per week will equate to 15 weeks of work, plus time for site restoration. The estimated final completion date is the *fall of 2024 (October – November)*.

Location of project: Pine Street/Northeast Shore Dr. Holiday Hills, IL 60051

The CDBG eligible construction activities of the Subrecipient noted above and governed by this Agreement shall start **NO** sooner than the date of execution as signed by the Chairman and **shall end on November 30, 2024 at 11:59 PM CDT.** 

The terms of this Agreement and the provisions herein will **ONLY** be extended to cover an additional period of time that the Subrecipient requests as needed to complete the Statement of Work if approved by the Grantee in writing but only for a period not to exceed up to one (1) additional month. Any funds that remain in balance will be immediately deobligated from this contract.

NOTE: The first drawdown per this Agreement shall be made no later than 60 days from the start of construction activities. Subsequent reimbursements shall be required to be drawn every 30 days until project completion. Failure to comply with this requirement shall place the Subrecipient in violation and at risk for losing up to the entire amount of the grant allocation after three failed submissions of reimbursement requests in a timely manner.

Federal Award Identification Number: B22-UC-17-0007

Federal Award Date: October 1, 2022

<u>Catalog of Federal Domestic Assistance (CFDA):</u> 14.218 – Community Development Block Grant Program/Entitlement Communities

There are no indirect costs rates associated with this project. In addition, funding will not be used towards Research and Development activities.

#### C. Budget

The total amount of CDBG funds to be paid by the Grantee to the Subrecipient for allowable expenses incurred will not exceed Ninety-Six Thousand Three Hundred Sixty Four Dollars (\$96,364.00) and will be expended as per the detailed budget below:

Budget Item	Leverage Funds	CDBG Funds	Total
Construction	\$3,762,224.50	\$96,364.00	\$3,858,588.50
Design Engineering	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0
Contingency Costs	\$385,858.85	\$0	\$385,858.85
Total	\$4,148,083.35	\$96,364.00	\$4,244,477.35

A detailed project budget has been attached as **Attachment A**.

Subrecipient may request a reasonable amendment to a detailed budget line-item in accordance with the net results of applicable procurement through the Community Development Division and with prior approval and documentation.

#### D. Environmental Review Record Conditions

An Environmental Review (ER) will be conducted and completed to the proposed project site <u>prior</u> to any eligible activities. Construction/rehabilitation activities started at the project site before the ER has been completed and cleared will result in the project being considered "tainted" and all cost associated with the project deemed ineligible for reimbursement.

The Grantee will provide the Subrecipient a copy of the Environmental Review Record (ERR) upon its completion. Subrecipient will comply with the mitigation conditions and measures as listed in the project ERR if such measures or conditions were deemed necessary. Failure to comply with mitigation conditions will result awarded funds to not be provided to the project.

#### E. National Objective

Subrecipient certifies that the activities carried out with funds provided under this Agreement will benefit low/moderate income persons under the National Objective subcategory of Low and Moderate Area Benefit, and as defined in 24 CFR 570.208(a)(1).

Specifically, this is defined as an activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. McHenry County qualifies at an exception criteria of 44.40%. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

Failure by the Subrecipient to fulfill this National Objective will result in grant funds being disallowed and any expended monies returned to the Grantee.

The anticipated number of LMA individuals to be served by the CDBG eligible activity as per this Agreement is **Three hundred five (305) individuals.** 

#### F. Regulatory Requirements

Subrecipient certified that it will complete and authorize the following documents to be attached to this Agreement and be considered binding:

- 1. Financial Management Rider
- 2. Organizational Capacity Statement
- 3. Performance Measures
- 4. Statement on Faith-Based Organizations
- 5. Subpart K Requirements
- 6. Super-Circular Audit Requirements

#### II. PAYMENT/DRAWDOWN AND REPORTING

#### A. Payment/Drawdown Requirements

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement will not exceed Ninety-Six Thousand Three Hundred Sixty Four Dollars (\$96,364.00).

Subrecipient may not request disbursement of funds under this Agreement until funds are needed as reimbursement for payment of eligible costs as determined by the Grantee. Grantee shall process Subrecipient claims for payment in a timely and reasonable manner upon its determination that the Subrecipient has submitted all required supporting documentation as described in OMB Circular 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as specified below.

Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section I. C. herein in performing the activity in Section I. A. Subrecipient shall submit to Grantee all billings, vouchers, and other documents representing any accounts payable and on forms required by the Grantee.

- For purchase of supplies or equipment, Subrecipient is required to provide proof of payment, invoice documentation, and proper procurement as applicable. Failure to provide supporting documentation will result in a rejected draw request.
- For completion of construction, Subrecipient is required to provide proof of payment, proper invoicing, and Davis Bacon documentation. Partial and Final Waivers of Lien must be submitted as well. Periodic inspections will be made and payments may be withheld upon discovery of unsatisfactory work.
- A final payout will not be processed until there is evidence of local municipal inspection as applicable, other jurisdictional inspection as required, and inspection by the Grantee (Community Development Division). A minimum notice of five (5) days is required for notice of inspection.

The Subrecipient is allowed to submit final billing requests by 4:30PM CDT on December 31, 2024. Requests for drawdowns submitted after 4:30PM CDT on December 31, 2024 shall not be honored by the Grantee and payment will not be rendered.

Subrecipient is required to complete the most current Requisition for Reimbursement form as provided by the Community Development Division. A cover letter outlining the total amount of the request and specifying the request as reimbursement must accompany the draw form and supporting documentation for processing. A Reimbursement Request Guide is available for review under the "CD Planning Documents" tab of the Community Development Division webpage (<a href="https://www.mchenrycountyil.gov/cd">www.mchenrycountyil.gov/cd</a>).

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified OMB Circular 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable.

### **B.** Reporting Requirements

The Subrecipient is responsible to submit timely Quarterly Progress Reports to the office of the Community Development Division in order to provide updates on how the Project is progressing. The Grantee will provide the Subrecipient with a quarterly report which must be completed and submitted to the Grantee no later than the end of the month following the end of the calendar quarter.

- December 2023-February 2024, submit by March 31, 2024
- March-May 2024, submit by June 30, 2024

- June-August 2024, submit by September 30, 2024
- September November 2024, submit by December 31, 2024

If the Subrecipient determines there will be a delay in submitting the quarterly reports on time, the Subrecipient will inform the Grantee in writing of this delay, the nature of the delay and state when the report will be submitted.

Failure to submit timely report(s) will result in the Subrecipient's Requisition for Reimbursement Request to be held until the report has been submitted and any report questions/clarification addressed.

If the Final Requisition for Reimbursement Request and Final Quarterly Report are submitted prior to any of the dates above, all subsequent request dates would then be null and void unless otherwise specified in this Agreement.

#### III. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Hans Mach

Community Development Administrator Department of Planning and Development McHenry County Administration Building

2200 N. Seminary Avenue Woodstock, Illinois 60098

Subrecipient: Mohammed Haque

Districtt Manager

Northern Moraine Wastewater Reclamation District

113 Timber Trail Island Lake, IL 60042

#### **IV. SPECIAL CONDITIONS**

#### A. Assurances

The Subrecipient acknowledges and adheres to the Community Development Block Grant Assurances attached and signed by the Subrecipient as part of this contract for the activity controlled by this Agreement.

The Subrecipient acknowledges and adheres to the Community Development Block Grant Assurances as submitted by the Subrecipient as part of the application for the activity as obligated and controlled by this Agreement, specifically submitted per required documentation Organizational Attachment O8.

#### B. Program/Project Monitoring

The Grantee reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure the terms of this Agreement are being satisfactorily met in accordance with HUD, County and other applicable monitoring and evaluating criteria and standards. Subrecipient shall cooperate with the Grantee relating to such monitoring and evaluation.

The Grantee shall monitor the performance of the Subrecipient against goals and

performance standards as stated in the McHenry County 5-Year Consolidated Plan. Substandard performance as determined by the Grantee shall constitute non-compliance with this Agreement. Subrecipient, at the discretion and direction of the Grantee, shall correct any substandard performance noted in writing by the Grantee within fifteen (15) days of written notice thereof unless an extension of this time limit is permitted by the Grantee in writing. Failure to correct substandard performance in a timely manner will result in a contract suspension or termination procedures being initiated.

Subrecipient will be notified five (5) days prior to monitoring of the contracted activity and provide Grantee with necessary access to files for the purposes of evaluating compliance.

NOTE: Any changes to the Agreement's goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the Grantee.

# C. Procurement, Davis-Bacon and Labor Laws and Debarred Contractors (Excluded Parties)

The Subrecipient acknowledges understanding and compliance with federal procurement requirements as per 24 CFR 570.502, 24 CFR 570.610, and 2 CFR Part 200, as well as local McHenry County standards. Further, Subrecipient acknowledges understanding and compliance with federal prevailing wage, labor law, and Davis-Bacon Act requirements as per 24 CFR 570.603, 40 USC Chapter 3 Section 276a, and 29 CFR Parts 1, 3, 5, 6, and 7), and local McHenry County standards. A copy of the local McHenry County Standards is available in the office of the CDBG Grantee and will be made available upon written request to the CDBG Grantee. Specifically, the Subrecipient shall procure using a public open bid process as required in the aforementioned regulations for construction services and follow local standards when purchasing materials and/or equipment in compliance with Davis-Bacon rules and regulations. The Subrecipient shall provide monitoring of Davis-Bacon requirements of selected contractor(s) and require the receipt of completed weekly payroll forms as per Davis-Bacon requirements for the entire duration of the project and in accordance with the most correct and updated wage rate information.

Subrecipient must verify all of its vendors and/or contracted parties that carry out any duty related to the eligible activity(ies) as specified in this Agreement against the:

- Federal Excluded Parties list: http://www.sam.gov
- State of Illinois Excluded Parties list: http://www.state.il.us/agency/idol/listings/debar.htm

Under no circumstance may a Subrecipient engage in any activity using federal funds to any entity which is debarred, suspended, or is otherwise excluded from or ineligible for participation in federal, state, or local programs.

#### D. Project Oversight Requirements

The Subrecipient will execute contracts with contractors and oversee the use of subcontractors in accordance with applicable procurement regulations and cite specific Davis Bacon, Section 3, Equal Opportunity Employment, and other provisions as stated herein and required of the Subrecipient by the Grantee, and other federal, state, and local rules and regulations. Further, the Subrecipient will provide adequate project oversight and construction monitoring and report any findings to the Grantee immediately.

#### V. GENERAL CONDITIONS

#### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

#### **B.** Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, or other employee fringe benefits as the Subrecipient is an independent contractor.

#### C. Hold Harmless

The Subrecipient will agree to indemnify, save harmless and defend the Grantee, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Grantee, its agents, servants, or employees or any other person indemnified hereunder.

### D. Insurance

#### 1. General Requirements

The Subrecipient shall maintain for the duration of the contract and any extensions thereof, at Subrecipient's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Grantee, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- (b) Workers' Compensation shall be provided to cover all employees and meet statutory
  - limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability of not less than \$1,000,000.00 if required
- (c) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

#### \$1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability

(d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

#### 2. Certificate of Insurance

The Subrecipient agrees that with respect to the above required insurance that:

- (a) The Grantee shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The Grantee shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance.
- (d) Subcontractors, Independent Contractors, and employees if any, shall comply with or be provided for the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic** 2200 N. Seminary Avenue Woodstock, IL 60098

(e) A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance to:

Hans Mach Community Development Administrator McHenry County Department of Planning & Development 2200 N. Seminary Avenue Woodstock, Illinois 60098

#### F. Bonding

The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular 2 CFR Part 200, Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### G. Amendments

This Agreement may not be amended without Grantee approval. Any amendment to this Agreement must be executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. However, the Grantee may amend this Agreement without Subrecipient approval under certain limited conditions as noted in this Section.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

Requests for an amendment must be submitted in writing to the attention of the Community Development Division Administrator as prescribed in Section III Notices of this Agreement.

#### H. Suspension or Termination

The Grantee may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law.

A material failure to comply will include, but will not be limited to, errant submissions of reimbursements to the County. Subrecipients are expected to proof-read and verify submissions of reimbursements requested.

In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance. Grantee will notify the Subrecipient in writing of any action to suspend or terminate this Agreement prior to taking such action, and may or may not at its discretion provide for a cure period prior to termination.

The Grantee may suspend or terminate this Agreement, in whole or in part, if funding from the United States government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the federal government, Grantee will notify Subrecipient in writing that this Agreement is suspended or terminated. If Grantee suspends or terminates this Agreement in whole or in part due to a lack of funding from the United States government, Grantee will not be liable for any loss or damage to the Subrecipient that results directly or indirectly from said suspension or termination. Further, Grantee may suspend or terminate this Agreement if the Subrecipient fails to adhere to timely activity of work and expenditure of funds as outlined in Section I B.

The specific CDBG eligible Infrastructure Activity governed under this Agreement officially terminates on November 30, 2024 at 11:59 PM CDT unless extended as provided herein this Agreement. All remaining requirements of this Agreement including monitoring, access to records, close-out, and record retention remain in effect.

#### **VI. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Subpart E and Subpart F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary

source documentation for all costs incurred. Further, the Subrecipient acknowledges that if it receives in excess of seven-hundred fifty thousand dollars and zero/cents (\$750,000.00) in federal funds from any source during one (1) fiscal year, it will comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and complete program-specific audits as required.

Subrecipient agrees to provide to the McHenry County Auditor full disclosure of all records, transactions, and accounting practices in connection with this Agreement and acknowledges that any and all of those "Financial Statements" submitted become public record subject to public inspection pursuant to Illinois law.

All books of account, records, and supporting source documents related to this Agreement shall be kept by Subrecipient and made available at the request of the Community Development Division, McHenry County State's Attorney or the McHenry County Treasurer, McHenry County Auditor or other designated auditor(s) with the cost of such presentation borne by Subrecipient.

Upon the request of the auditing party or agent, Subrecipient shall promptly provide, at its own expense, all necessary data to enable the auditing party to fully comply with every requirement of the State of Illinois or the United States of America for information or reports relating to this Agreement.

The auditing party or agent must provide Subrecipient with written notification within sixty (60) days of any deficiency noted during any evaluation.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

The Subrecipient shall comply with 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which provides that costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are unallowable. In the event that Subrecipient violates this provision, Subrecipient shall reimburse the amount of CDBG funds spent to HUD. Should Subrecipient repeatedly violate this provision, the CDBG Grantee and/or HUD may terminate payments and impose other remedies for non-compliance pursuant to 24 CFR 570.913(a)(1).

#### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. All records must be kept for a minimum of seven (7) years after the termination of this Agreement in a protected form that can produced original documentation.

Such records shall include but not be limited to, and as applicable:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program as specified in this Agreement including proof of

income verification or special categorical Limited Clientele, proof of Slum and Blight on a Spot Basis, documentation of area benefit to include service area boundaries and/or census reporting information, or verification of income survey as conducted by Grantee:

- Records required to determine the eligibility of activities including documentation indicating the activity is designed for and used by for Historic Preservation activities to reduce or eliminate Slum and Blight on a Spot Basis;
- d) Records required to document the acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance including all procurement and Davis Bacon records as required by federal code and local standards;
- e) Records documenting compliance with the URA, fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200, Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570 and as requested by Grantee in writing to Subrecipient in the manner prescribed in Section III Notices; and
- h) Data used to determine Slum and Blighted condition, specifically proof that the structure meets the definition of Historic Preservation due to placement on the National Register of Historic Places.

#### 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of **seven (7) years** after the termination of all activities funded herein. Records for non-expendable property acquired with funds under this Agreement shall be retained for **five (5) years** after final disposition of such property. Records for any displaced person must be kept for **five (5) years** after he/she received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the applicable time period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the applicable time period, whichever occurs later.

#### 3. Beneficiary Data

When applicable, the Subrecipient shall maintain data used to determine LMI beneficiaries. Such information shall be made available to Grantee monitors or their designees for review upon request and retained for a period of seven (7) years as prescribed in Clause 2 of this Section. Data includes proof of LMI Subcategory eligibility as designated in this Agreement.

#### 4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. However, such information shall be made available to CDBG Grantee monitors or their designees for review upon request.

#### 5. Use of Real Property and Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet the

National Objective eligibility criteria for five (5) years and shall conform to the "change in use" restrictions specified in 24 CFR Part 570.503(7) Reversion of Assets, and Part 570.505, as applicable. Specifically, any change in use aside from meeting the National Objective as per this Agreement will initiate the requirements under the CFR Parts referenced herein and require payment in full to the Grantee from the Subrecipient the amount of the current fair market value of the property or equipment, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvements to the property or properties or activities that have benefited from using CDBG funds in excess of twenty-five thousand dollars and zero/cents (\$25,000.00). Further, the Grantee is required to be noticed of a change in use from the Subrecipient within fifteen (15) days of which the Subrecipient has considered a change in use of the CDBG assisted property. This includes, but is not limited to, the posting of a notice of sale or rent, listing for sale or rent, vacation of space with our without future sale or rent intentions, or use of space by non LMI majority benefited persons. The Subrecipient may request of the Grantee the ability to transfer the change in use restrictions to another party and such approval is at the sole discretion of the Grantee. Payment to the Grantee is due no later than fifteen (15) days after the change in use has occurred. Such payment shall be constituted as Program Income by the Grantee.

#### 6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials. equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. The Subrecipient may request of the Grantee a formal notice of close-out.

#### 7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, and/or their designees of the federal government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) calendar days after notice to the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with OMB circular 2 CFR Part 200, Subpart F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and to submit this audit to the Grantee. 2 CFR Part 200, Subpart F, states a single audit is required when non-federal entities expend seven hundred fifty thousand dollars and zero/cents (\$750,000.00) or more in a year in Federal awards. Subrecipient shall have a single audit conducted in accordance with GAGAS standards and scope of audit requirements of 2 CFR 200. Subrecipient shall provide to the CDBG Grantee one copy of the Single Audit upon completion.

#### 8. Build America, Buy America (BABA)

The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference, also referred to as the Buy American Preference (the "BAP"). Awards under this NOFO/Plan/Agreement, as reposted and revised, are governed by

BABA. The BAP applies to Awards provided to Non-Federal Entities for infrastructure projects, unless the agency has waived the application of the BAP.

When applicable, the BAP requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects be produced in the United States. The definition of "Non-Federal Entities" is provided in OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Owners subject to the requirements of BABA and the BAP may be subject to a waiver of General applicability published by HUD and/or may request a waiver of the application of the BAP pursuant to guidance published by HUD and/or may request a waiver of the Application of the BAP pursuant to guidance published by the Office of Management and Budget (OMB) or HUD. On February 15, 2023, HUD published a Phased Implementation Waiver that sets forth the below implementation schedule for the BAP for Lead Hazard Reduction and Healthy Homes Production Grants, unless further waived or modified by HUD: BAP Compliance Element: Iron and Steel, Non-ferrous metals, Lumber, composite building materials, and plastic and polymer-based pipe and tube. All other construction materials manufactured products. Compliance effective date for obligations by HUD on or after February 22, 2023.

#### C. Payment and Reporting

#### 1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. Further payments will be received and processed as outlined in Section II of this Agreement.

#### 2. Progress Reports

As stated in Section II, Part B of this Agreement, the Subrecipient shall submit Quarterly Progress Reports to the Grantee in the form and content as required by the Grantee. Failure of the Subrecipient to comply with the above Progress Report requirements will constitute a violation of this contract and may result in the withholding payment(s).

The Subrecipient must submit documentation evidencing compliance with the National Objective as specified in this Agreement, and as per Section VI Administrative Requirements Item B-1.

#### D. Procurement

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular 2 CFR Part 200, Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, Procurement Standards, and shall subsequently follow Section VI.B.5 Use of Real Property and Records of this contract. In addition, the Subrecipient shall comply with all requirements of the McHenry County's procurement policies.

#### E. Reversion of Assets

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, specifically meaning that remaining funds in balance of this Agreement will be de-obligated. Moreover, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds, including CDBG funds provided to the Subrecipient in the form of a loan, in excess of twenty-five thousand dollars and zero/cents (\$25,000.00) must be used to meet one of the National Objectives as defined in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Grantee.

Should the real property not be used to meet one of the National Objectives as stated above, then the Subrecipient shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. No payment is required five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the Grantee. Such payment shall constitute program income to the Grantee.

#### VII. COMPLIANCE WITH OTHER FEDERAL REGULATIONS

#### A. Administrative Requirements

The Subrecipient shall comply throughout the term of this Agreement with all federal laws and regulations pursuant to the Housing and Community Development Act of 1974, and any amendments or revisions thereto, including Subpart K (except CFR 570.604 and except reviews pursuant to Executive Order 12372) of the federal regulations at 24 CFR 570.610 through 570.612. The Subrecipient shall also comply with the Uniform Federal Administrative requirements as set forth at 24 CFR 570.502, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and certain sections of 2 CFR Part 200.

#### **B.** Civil Rights

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by Executive Order 12259 (Equal Opportunity in Housing); Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity); and Executive Order 13279 (Equal Protection of Laws for Faith-Based and Community Organizations).

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, martial/familial status, or status with regard to public assistance.

#### C. Affirmative Action

The Subrecipient shall use its best efforts to obtain the participation of services, supplies, and other purchases from minority and women-owned businesses. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

#### D. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open competitive basis. Executed copies of all subcontracts shall be available for the inspection of the Grantee along with documentation concerning the selection process.

The Subrecipient shall not enter into contracts or agreements with federally debarred, suspended or ineligible contractors as required by 24 CFR Part 5.

#### E. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent, whether by physical documentation or email, of the Grantee prior to the execution of such agreement. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### F. Conflicts of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and conveys that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further conveys, that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies of Subrecipients which are receiving funds under the CDBG program.

#### G. Relocation, Real Property Acquisition and One-For One Replacement

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and relevant implementing regulations. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

#### H. Labor Standards

The Subrecipient agrees to comply with the requirements of the United States Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; the Fair Labor Standards Act; and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those Acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be submitted with the Subrecipient's Requests for Payment.

If procurement requires a bid process, the Subrecipient shall notify the Grantee before engaging in any bidding process pursuant to the performance of this Agreement. The Subrecipient further agrees to participate in a pre-construction conference with the Grantee and any and all contractor(s) and subcontractor(s) pursuant to the performance of this Agreement if requested to do so by the Grantee. The Subrecipient agrees to submit the bid package to the Grantee for review and in accordance with all other standards as outlined in

McHenry County CDBG and HOME Program Rehabilitation and Construction Standards as well as Grantee Policies and Procedures as updated and implemented from time to time.

#### I. Section 3 Clause and Section 281 Clause

Compliance with the provision of Section 3, the regulation set forth in 24 CFR 135 and the outreach efforts prescribed under Section 281 of the National Affordable Housing Act relative to Women Business Enterprise and Minority Business Enterprise (WBR/MBE), and all applicable rules shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors.

#### J. Lobbying

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriations have been paid or will be paid to any person for the purposes of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient asserts it will complete and submit Standard Form-LLL (**Attachment C**), "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31US Code 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for such failure.

#### K. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of US Code 15.

#### L. Environmental Conditions

The Subrecipient agrees to comply with the requirements to the Clean Air Act, the Federal Water Pollution Control Act, and the Flood Disaster Protection Act of 1973. In accordance with the requirements of the Flood Disaster Protection Act, the Subrecipient shall ensure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for Acquisition or Construction purposes (including Rehabilitation).

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Safe Housing Regulation at 24 CFR 570.608, 64 FR 50140, and 24 CFR Part 35.

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of

Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer (SHPO) for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

#### M. Religious Organizations

The Subrecipient agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified under 24 CFR 570.200(j) as well as 24 CFR 570.109.

#### N. Restrictions for Certain Resident Aliens

The Subrecipient will not provide financial assistance, public services, job or access to new or rehabilitated housing and other facilities made available with CDBG funds to ineligible Low Moderate Income (LMI) persons as required under <a href="http://edocket.access.gpo.gov/cfr">http://edocket.access.gpo.gov/cfr</a> 2009/aprqtr/pdf/24cfr570.613.pdf.

#### O. Uniform Relocation Act-Displacement

The Subrecipient acknowledges compliance with 24 CFR Part 42 and 49 CFR Part 24 and specifically the Uniform Relocation Act (URA), and that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the activity(ies) assisted by this Agreement. Further, the Subrecipient is required to provide notice to the Grantee no later than ninety (90) days of the foreseen displacement, and must have a Grantee approved relocation and assistance plan. Emergency displacement is evaluated on a case by case basis. Specific URA guidance must be requested from the Grantee by the Subrecipient as prescribed in Section III Notices, and specify if it is acquisition, residential displacement, or non-residential displacement.

#### P. Fair Housing

The Subrecipient acknowledges compliance with Public Law 88-352 and the Fair Housing Act known as Public Law 90-284 to Affirmatively Further and Market Fair Housing. This requires there to be an approved Fair Housing Plan on file with the Grantee, or the Subrecipient's agreement to adhere to the Grantee's most current Affirmative Fair Housing Marketing Plan (ATHMP) and documentation. Further, the Subrecipient will conduct all programming in a manner to affirmatively further the policies of the Fair Housing Act. The protected classes of fair housing choice include race, color, national origin, religion, sex, familial status and disability.

## Q. Section 504 and the Architectural Barriers Act of 1968 and the Americans with Disabilities Act

The Subrecipient acknowledges compliance with the Rehabilitation Act of 1973, specifically including Section 504 and as amended meaning the Subrecipient shall not discriminate on the basis of a handicap in employment or in programs for qualified handicapped persons. A handicapped person is defined as an individual who has a physical or mental impairment substantially limiting one or more major life activities, has a record of this type of impairment, and is regarded as having such an impairment. Further, the Subrecipient shall comply with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act as related to the access of and construction of facilities or places as used or developed in part or whole and an activity governed under this Agreement for persons with disabilities. The ADA mandates that structurally-based architectural and communications barriers be removed, provided that the removal be readily achievable, easily accomplished, and capable of being accomplished with little difficulty or expense.

#### R. Drug-free Workplace

The Subrecipient certifies it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the Grantee within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction;
- E. Taking one of the following actions, within thirty (30) days of receiving notice with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination: or
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
  - 3. Making a good faith effort to continue to maintain a drug-free workplace.

Subrecipient certifies it will provide a drug-free workplace by signing **Attachment B**.

#### S. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - **c.** Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

#### T. Increasing Seatbelt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should adopt and enforce on-the-job seat belt policies and programs for its employees and contractors when operating company-owned, rented or personally owned vehicles.

#### **U.** Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, Subrecipient should adopt and enforce policies that ban text messaging by employees and contractors while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### V. Publications

Any publications produced with or associated with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department Housing and Urban Development – Community Development Block Grant Program."

Subrecipient shall work with Grantee for pre-approval of marketing materials and public information in order to present a consistent message to the community.

#### W. CONFLICTS OF INTEREST

In the procurement of supplies, equipment, services, and construction work, the Subrecipient shall conform to the Conflict of Interest provisions as outlined in 24 CFR Part 570.611 and 2 CFR Part 200 as applicable. Specifically, the Subrecipient, its employees or designees, agents, consultants or officials and directly related persons to aforementioned persons, that exercise any responsibility or attain knowledge related to the responsibilities of the activity as per this Agreement shall not have or gain a financial interest or any such benefit as a result of procurement or activities carried out as part of this Agreement.

#### X. MISCELLANEOUS PROVISIONS

#### A. Severability

Should any provision contained within this Agreement be found, for any reason, to be invalid, illegal or unenforceable, it shall not affect any other provision hereof, and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### B. Non-waiver of rights

The Grantee's failure to insist upon the strict performance of any provision of this contract, or failure to exercise any right based upon breach, will not constitute a waiver of any rights under this Agreement.

#### C. Relationship to Other Laws

This Agreement shall be governed by and construed in accordance with the laws of McHenry County, the State of Illinois, and the United States of America.

The parties agree that any dispute, action, claim or cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of the Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

**IN WITNESS WHEREOF**, the Parties hereto have executed the Agreement made effective on the date the McHenry County Board Chairman placed his/her signature on the Agreement.

	McHE	NRY COUNTY
	Ву:	Michael Buehler, McHenry County Board Chairman
	Date:	
STATE OF ILLINOIS ) ) SS COUNTY OF McHENRY )		
		nd for the County and State aforesaid, certify tha ly known to me to be the <u>Chairman</u> of the
subscribed to the foregoing instrume that he/she signed and delivered the	nt, appo ne said	y know to me to be the same person whose name is eared before me this day in person and acknowledged instrument in his/her capacity as <u>Chairman</u> over free and voluntary act and deed for the uses and
Given under my hand and official se	al this <sub>-</sub>	day of, 2023.
Notary Public Signature		
(Notary seal)		

#### **Northern Moraine Wastewater Reclamation District**

	Ву:	Mohammed Haque, NMWRE	D District Manager
	Date:		
STATE OF ILLINOIS )  COUNTY OF McHENRY )	SS		
I, the undersigned, a Notary F		•	•
the			
whose name is subscribed to the			
and acknowledged that he/she	signed and	delivered the said instrumen	t in his/her capacity as
of	the		_, as his/her free and
voluntary act and deed for the u	ses and pui	rposes therein set forth.	
Given under my hand and officia	al seal this _	day of	, 2023.
Notary Public Signature			
(Notary se	eal)		

### DISCLOSURE OF LOBBYING ACTIVITIES OMB Control Number: 4040-0013

Expiration Date: 2/28/2025

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	_
d. loan		
e. loan guarantee		
f. loan insurance		
4. Name and Address of Reporting	a Entity:	
I -	g Linty.	
Prime SubAwardee		
* Name		
* Street 1	Street 2	
***		
* City	State	Zip
Congressional District, if known:		
5. If Reporting Entity in No.4 is Sub	awardee, Enter Name and Address of	of Prime:
6. * Federal Department/Agency:	7. * Federal	Program Name/Description:
o. Todoral Dopartinont Agency.	7. 1000101	r rogram ramo/2000ription.
	CFDA Number, if	applicable:
8. Federal Action Number, if known:	9 Award An	nount, if known:
6. I ederal Action Number, il known.		ilouit, ii kilowii.
10. a. Name and Address of Lobbyi	ng Registrant:	
Prefix * First Name	Middle Name	
* Last Name	Suffix	
* Street 1		
Street 1	Street 2	
* City	State	Zip
b. Individual Performing Services (i	ncluding address if different from No. 10a)	
Prefix * First Name	Middle Name	
* Last Name	Suffix	
Last Ivaliic	Suilix	
* Street 1	Street 2	
* City	State	Zip
,	State	Δ1μ
		ying activities is a material representation of fact upon which
		ired pursuant to 31 U.S.C. 1352. This information will be reported to a disclosure shall be subject to a civil penalty of not less than
\$10,000 and not more than \$100,000 for each suc		
* Signature:		
*Name: Prefix *First N	ame Mi	ddle Name
*Name: Prefix *First N	WI	adio ranto
* Last Name		Suffix
Title:	Telephone No.:	Date:
		STANDARD FORM LLL (REV. 7/1997)
Federal Use Only:		Authorized for Local Reproduction



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Woodstock, Illinois 60098

#### FINANCIAL MANAGEMENT RIDER

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• 1	raani791	tinn	Name
v	rganiza	HULL	1 value.

Please refer to the current 2 CFI	R 200 Super-Circular	regulations as needed to	respond to the following	questions:

Please	refer to the current 2 CFR 200 Super-Circular regulations as needed to respond to the following questions:
1.	Does your organization have financial management systems that are kept in accordance with 2 CFR 302(b)? If not, please explain how you will comply with this regulation?
2.	Does your organization have a system to keep appropriate time distribution records for the use of CDBG funds, if applicable?
3.	Does your organization have a system or methodology in place to comply with the procurement and/or subcontracting requirements of 2 CFR 200.318 to 2 CFR 200.326.
4.	Does your organization maintain and retain adequate records to comply with the program requirements as well as any documentation required by the subrecipient agreement or project activity type as identified in 2 CFR 200.333?
5.	Does your organization have procedures in place to adequately identify CDBG property and assets and maintain the appropriate property records as required by CFR 200.313(d)(1)?
6.	Does your organization have procedures in place to ensure adequate safeguards for preventing loss, damage, or theft of its property per CFR 200.313(d)(3)?
7.	Does your organization plan to provide all financial audits to the grantee (the County) within 120 days of the end of each fiscal year for review?
8.	Does your organization plan on providing accurate supporting documentation to receive reimbursement of CDBG and/or HOME funds in a timely manner (monthly) as indicated in the subrecpient agreement?
I certify	y that the aforementioned is true and accurate.
Printed N	ame

Signature

Date



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#### ORGANIZATIONAL CAPACITY STATEMENT

#### **Organization Name:**

CDBG Regulations require grantees (the County) and subrecipients (the organization provided with funding) to collect and report demographic information, as well as to document income.

ow '	will your organization collect the required information?
1.	Describe your agency's experience in administering Federal, State. Local and/or private grants.
	Identify the contact information for the person or persons responsible for planning, implementation, follow-up and reporting.
3.	Describe staff positions, qualifications, and rate of pay for employees who will be compensated using CDBG funds.



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Signati		Date
Printed	l Name	
I cer	tify that the aforementioned is true and accurat	e.
6.	Briefly describe how your organization uses v	rolunteers – or – indicate "Not Applicable."
5.	Identify the contact information for the person	n who will be responsible for financial management.
		The state of the s
4.	Identify the contact information for the persor	who will be responsible for record keeping.





667 Ware Road, Woodstock, Illinois

### PERFORMANCE MEASURES

### **Organization Name:**

HUD grantees (County) and subrecipients (Coutcomes for all projects funded.	Organization receiving funding) are required to report measurable
1. What are the proposed outcomes of you	our project and how will you measure them?
2. What populations/area would your pro	posed activity serve? Check all that apply.
Children age 17 and younger	Other (describe)
Young adults age 18-24	
Adults age 25-61	
Elderly age 62 and older	
Families with children	Region or area (define boundaries)
Victims of domestic abuse	
Persons with disabilities	
Homeless	
3. How many unduplicated persons do y	ou expect to serve with your activity?
4. What are the eligibility requirements (	(if any) for your project?
I certify that the aforementioned is true and ac	ccurate.
Printed Name	
Signature	Date



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#### STATEMENT ON FAITH-BASED ORGANIZATIONS

#### **Organization Name:**

Church-State issues notwithstanding, religious institutions are frequently involved in the delivery of public services. On December 12, 2002, President George W. Bush issued Executive Order 13279 "to ensure equal protection of the laws for faith-based and community organizations, to further the national effort to expand opportunities for, and strengthen the capacity of, faith-based and other community organizations so that they may better meet the social needs in America's communities."

The next year, HUD issued a final rule covering eight HUD programs administered by its Office of Community Planning and Development – including CDBG – to implement the Executive Order. The following associated regulations apply:

#### 24 CFR 570.200(j) Equal participation of faith-based organizations.

The HUD program requirements in § 5.109 of this title (see below) apply to the CDBG program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

#### 24 CFR 570.109 Equal participation of faith-based organizations in HUD programs and activities.

(a) Purpose. Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

#### (b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other



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similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

- (c) Equal participation of faith-based organizations in HUD programs and activities. Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.
- (d) Separation of explicitly religious activities from direct Federal financial assistance.
  - (1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.
  - (2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (e) Explicitly religious activities. If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.
- (f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs. If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies Statement on Faith-Based Organizations



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with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

- (g) Beneficiary protections. Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.
  - (1) Written notice. The written notice must state that:
    - (i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
    - (ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;
    - (iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
    - (iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and
    - (v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.
  - (2) Timing of Notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.
  - (3) Referral requirements.
    - (i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.
    - (ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.



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- (iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.
- (iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.
- (4) Recordkeeping. A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.
- (h) Nondiscrimination requirements. Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.
- (i) Exemption from Title VII employment discrimination requirements. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.
- (j) Acquisition, construction, and rehabilitation of structures. Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition ( 2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.
- (k) Commingling of Federal and State, tribal, and local funds. If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local



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government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled

Woodstock, Illinois 60098

direct Federal financial assistance for an activity direct Federal financial assistance and, therefore, sul	tent is required to contribute matching funds to supplement, the matching funds are considered commingled with the oject to the requirements of this section. Some HUD programs are programs. Accordingly, recipients should consult with the cope of applicable requirements.
Based on review of the aforementioned two regulat	ions, please respond to the following questions:
Is your organization faith-based?	
If you selected "Yes," briefly explain how your agen prohibits inherently religious activities.	acy will demonstrate compliance with 2 CFR 570.200(j) which
I certify that this statement is true and accurate.	
Printed Name	
Signature	Date



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### SUBPART K REQUIREMENTS

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( 1	raaniza	tinn	Name
v	rganiza	ион	ranic.

Organ	nzation rame.
1.	How does your organization identify prospective clients and make them aware your services are available to all eligible persons, including those with disabilities, on a non-discriminatory basis?
2.	Does your have written policies and procedures in place to ensure that no person otherwise eligible for service shall solely by reason of their disability be excluded from participation of be denied benefits offered by your program?
3.	Does your organization have written policies and procedures in place to ensure meaningful access to programs and activities for persons with Limited English Proficiency (LEP)?
4.	Does your organization have a formal process for a client to file a grievance? If yes, please provide this policy.
5.	Does your organization have a formal process for the termination of assistance to a client, including a process that recognizes the right of the individual(s) to a hearing?
6.	Does your organization provide a terminated client the reason in writing?
I certif	By that the aforementioned is true and accurate.
Printed N	Name
Signature	e Date



Community Development Division

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mchenrycountycomdev@co.mchenry.il.us

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#### SUPER-CIRCULAR MANDATED AUDIT REQUIREMENTS

#### **Organization Name:**

As part of the pre-award assessment, the County as Grantee of HUD funding is required to determine whether prospective subrecipients are subject to the Federal Single Audit requirement as covered in 2 CFR 501, which states:

#### 2 § 200.501 Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with \$200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in \$200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with



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Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

Woodstock, Illinois 60098

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits.

Based on review of the 2 CFR 501 regulation, I anticipate the following:

Yes, my organization will expend more than \$750,000 in federal funds during one or more of the fiscal years involved in the use of the funding being provided by McHenry County. I understand that I am responsible for providing all applicable Single Audit(s) for the fiscal year involved in the use of this funding.

No, I do not anticipate that my organization will expend more than \$750,000 in federal funds during one or more of the fiscal years involved in the use of the funding being provided by McHenry County. I understand that I am responsible for providing all applicable Single Audit(s) if my organization expends more than \$750,000 in federal funds during any fiscal year involved in the use of this funding.

I certify that the aforementioned is true and accurate	e.	
Printed Name		
Signature	Date	



#### **AGENDA ITEM # 10H**

Meeting Date: November 14, 2023

<u>Item:</u> Resolution on Connection Fees

Staff Recommendation: Approve Resolution Deferring Connection Fee Adjustments for New

System Users in Holiday Hills

<u>Staff Contact</u>: Mohammed M. Haque, District Manager

#### **Background:**

A portion of the District's connection fee is subject to adjustments based on CPI. Those adjustments go into effect every May 1 and our last adjustment was earlier this year. During the course of the year, the District has been putting together a letter to Holiday Hills residents about connecting to the sewers. In that letter, we quoted the current sewer connection fee as \$10,822 (prior to the CPI adjustment). Our agreement with Holiday Hills that was signed in November 2021 references the \$10,822 fee, although it does permit CPI adjustments. The current fee, after the CPI adjustment, would be \$11,392, approximately \$570 more than what was in the letter. A while back, the District talked about using our \$100,000 CDBG grant to help homeowners in Holiday Hills with their cost of connection. In Phase 1, that would have equated to roughly \$925 per home. However, we never finalized that because the grant was delayed.

At this time, our CDBG grant is being awarded for \$96,346. We feel that the equivalent funding is a good candidate to offset the cost of the CPI increase for the homeowners, making the connection fee in line with the originally quoted \$10,822 in the Holiday Hills IGA and the letter that was finally sent at the end of October. The deferment would end on May 1, 2024 at which time the CPI would be adjusted further on the connection fee. We would incorporate the deferment offer in our FAQs that we are putting out to residents and communications with individuals that are looking to hook up within the next few weeks and months.

#### **Recommendation:**

District Staff recommends Approving the Resolution Deferring Connection Fee Adjustments for New System Users in Holiday Hills.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote





#### NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

**RESOLUTION NO. 23-**

#### A RESOLUTION DEFERRING CONNECTION FEE ADJUSTMENTS FOR NEW SYSTEM USERS IN HOLIDAY HILLS

WHEREAS, the Northern Moraine Wastewater Reclamation District (the "District") has entered a "Sewer Extension Agreement" (the "IGA") with the Village of Holiday Hills (the "Village") that provides an opportunity for residents of the Village to connect to the District's public sanitary sewerage system (the "District System"); and

WHEREAS, as part of the IGA, the District has agreed to pursuant to which the District agreed to extend the District System by installing sanitary sewer facilities (the "HH Extension") to serve customers within the Village and the adjacent Le Villa Vaupell area (the "HH/LVV Area"); and

WHEREAS, pursuant to the terms of the IGA, the District has also agreed to impose the same connection fees upon new users of the District System in the HH/LVV Area as are imposed upon new users elsewhere in the District; and

WHEREAS, the District has been awarded a Community Development Block Grant in the amount of \$96,364.00 (the "CBD Grant") to assist in the construction of the HH Extension; and

WHEREAS, the District desires to encourage the prompt and immediate connection of users to the HH Extension in order to (i) expand the District's overall user base and thereby reduce the per user operational costs of the District, (ii) better ensure the effective operation of HH Extension, and (iii) reduce reliance on ineffectual private sewage disposal systems in the HH/LVV Area and thereby reduce the adverse environmental impacts of such private systems; and

WHEREAS, although the District's ordinances provide for an automatic CPI adjustment relating to a portion of the District connection fees, in communications with the Village and residents in the HH/LVV Area, those most recent adjustment have not been referenced; and

WHEREAS, in order to avoid confusion regarding the costs of connecting to the HH Extension and to encourage residents of the HH/LVV Area to proceed with connections to the District System, the District Board has determined that it is in the best interest of the District, its residents, and its customers to maintain the connection fee for new users within the HH/LVV Area at \$10,822.00 until May 1, 2024, after which time the connection fees for new users in the HH/LVV Area will reflect the then-current connection fees in the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT THAT:

**SECTION ONE**: **Recitals**. The foregoing recitals are incorporated into and made a part of this Resolution as findings of the Board.

SECTION TWO: Deferred Adjustment to Connection Fees for the HH/LVV Area. Notwithstanding anything to the contrary in the District's ordinances, the District Board hereby determines that new users within the HH/LVV Area shall only be required to pay a discounted connection fee of \$10,822.00 through April 30, 2024. Effective May 1, 2024, any new users of the District System within the HH/LVV Area shall pay the full connection fee amount as set forth in the ordinances of the District.

**SECTION THREE**: **Effective Date**. This Resolution shall be in full force and effect from and after this Resolution's passage and approval in the manner provided by law.

PASSED this	_day of	_, 2023.
AYES:		
NAYS:		
ABSENT:		

ABSTAIN:

A	APPROVED this	day of	, 2023.	
			President	
			Fresident	
ATTEST	:			
District C	Clerk			



October 13, 2023

#### Dear Neighbors in Holiday Hills:

As we promised last year, your public sanitary sewer system is close to becoming a reality following many years of diligent efforts. We remain confident that the entire region will benefit from this sanitary solution. Today we have several important updates to offer you.

**Phase 1 construction update.** Phase 1 is nearing completion for the initial 110 homes. All underground sewers have been installed with their affected areas restored. Construction of the lift station has been delayed due to supply chain issues but is now nearing completion. The generator for the lift station was delivered recently and is currently being installed. The 110 homes within Phase 1 can begin connecting on November 1.

**Upcoming phases.** Additional sewer extensions to serve the remaining portions of Holiday Hills and Le Villa Vaupell will be constructed in future phases as more funding becomes available. The next phase will extend sanitary sewers along Pine Street and Northeast Shore Drive. Depending on funding availability, sewers will also be extended north on the adjacent side streets. (see blue area on attached map, referred to as Phase 2).

**Private sewer connections and costs.** Residents have several important factors to consider when preparing to decommission their septic system and connect to the public sewer:

- 1. Homeowners must hire a licensed, insured, and bonded contractor to perform the private sewer lateral installation and properly abandon the private sewage disposal system at their cost, following NMWRD standards and subject to inspection.
- 2. The McHenry County Health Department requires a permit, permit fee, and a site plan of the system components being removed prior to the private septic system being decommissioned.
- 3. Standard construction details are enclosed and available at <a href="www.nmwrd.org">www.nmwrd.org</a>. Please note the connection of sump pumps to the public sewer is prohibited by law. All proposed sewer laterals shall include the installation of an isolation valve. The valve will be provided by the NMWRD for the homeowner's contractor to install when the connection permit is issued.

Connection fees and financing offer. In addition to your private construction costs, all residents will be responsible for the <u>connection fee</u> that all users in the region pay when their homes are constructed and connected to the public sewer. Homeowners can either make a lump sum payment for their connection fee or take advantage of the unique financing option described below.

**Lump sum option:** Residents who initially connect to the new sanitary sewer will be treated the same as other new customers connecting to other parts of the NMWRD system and will be charged a connection fee (currently \$10,822), plus a one-time \$100 inspection fee.

--or--

*Financing offer:* Each parcel is eligible to finance the connection fee if the parcel is connected within three years of the sewer being installed adjacent to the property. The connection fee will be financed at 4% annual interest over 30 years. The installments will be applied to the monthly bill. Those who finance the connection fee will pay the monthly sewer user fee (2023 rate of \$44.75/month) plus the monthly connection fee installment (approximately \$52/month), or a total monthly user bill of approximately \$96.75.

Homeowners will be required to apply for a connection permit from the NMWRD and choose a connection fee option prior to commencing work. Homeowners do not have to connect immediately, but all will be required to connect to the sanitary sewer by December 31, 2038, or when their current private septic system fails, whichever comes first.

**Further information and downloads.** Please visit <a href="www.nmwrd.org">www.nmwrd.org</a> and click on the HOLIDAY HILLS tab in the menu stretching across the top banner. Among other links and downloads, you will find 1) the Sanitary Sewer Service Permit Application Form, 2) the Sanitary Sewer Service Standard Specifications and Design Requirements, and 3) the McHenry County Private Sewage Disposal System Permit. By visiting <a href="www.mchenrycountyil.gov">www.mchenrycountyil.gov</a> you will find a list of qualified companies to prepare the necessary septic abandonment for your property.

Please note the Village of Holiday Hills will not be involved with the sanitary sewer or private connections and all questions and concerns about the sewer system should be directed to the NMWRD's Jasmin Bait (<a href="mailto:jasmin@nmwrd.org">jasmin@nmwrd.org</a> or 847-526-3300). We look forward to working with you!

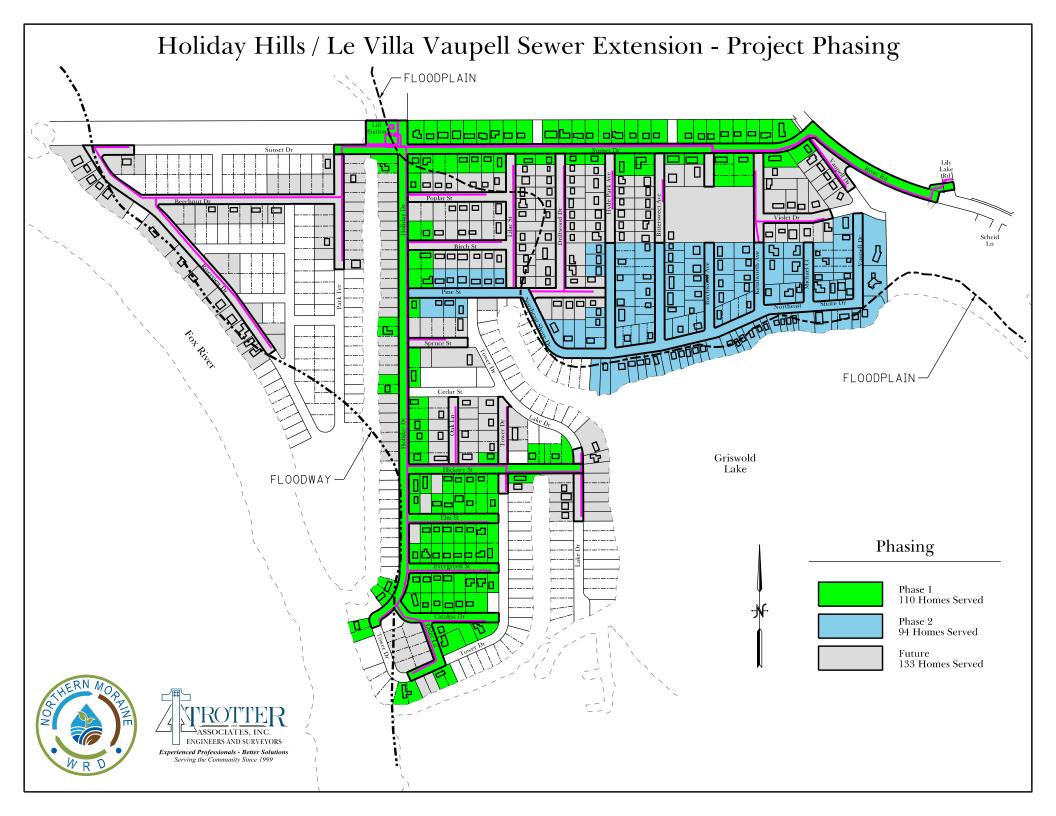
Sincerely,

Mohammed Haque, District Manager

Northern Moraine Wastewater Reclamation District

#### Attachments:

- 1. Sewer Exhibit with Floodplain Limits
- 2. Sanitary Sewer Service Permit Application Form
- 3. Relevant Construction Details
  - a. Sanitary Sewer Service Layout
  - b. Sanitary Cleanout
  - c. In-Line Valve and Valve Box Installation



# Northern Moraine WRD Unpaid Bills

As of November 10, 2023

	Туре	Date	Num	Open Balance
ACCENT LANDSCAPE DESIGN	Bill	11/01/2023	Landscaping	3,090.00
Total ACCENT LANDSCAPE DESIGN	Biii	11/01/2020	Landscaping	3,090.00
ACE HARDWARE OF LIBERTYVILLE INC				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Bill	10/18/2023	Various	41.79
	Bill	10/27/2023	Сар	0.89
Total ACE HARDWARE OF LIBERTYVILLE INC				42.68
AEP ENERGY				
	Bill	10/20/2023	Burr Oak - October	86.72
Total AEP ENERGY				86.72
ALARM DETECTION SYSTEMS, INC				
	Bill	10/12/2023	SI-601775	196.50
Total ALARM DETECTION SYSTEMS, INC				196.50
AMAZON CAPITAL SERVICES				
	Bill	10/11/2023	Office Supplies	79.95
	Bill	10/16/2023	Office Supplies	92.01
	Bill	10/24/2023	Duct Seal	73.20
	Bill	10/24/2023	Office Supplies	48.37
	Bill	10/25/2023	Cartridges	119.78
	Bill	10/26/2023	Electrical Comp	80.56
	Bill	10/27/2023	Pipe Tap	8.96
	Bill Bill	10/31/2023	Pumps for Boiler Sys	2,207.80 32.58
	Bill	11/01/2023 11/02/2023	Window Insulation Boot Oil	32.58 36.81
	Bill	11/02/2023	S Clarifier Lights	59.96
	Bill	11/05/2023	Office Supplies	122.15
	Bill	11/06/2023	Gear Puller Set	39.99
Total AMAZON CAPITAL SERVICES	5	11/00/2020	Cour r unor Cot	3,002.12
ASSURED PARTNERS				0,002.12
	Bill	10/18/2023	Agency Fee	8,000.00
	Bill	10/19/2023	Flood and IPRF Ins	12,377.00
Total ASSURED PARTNERS				20,377.00
BITSPEED CONSULTING, INC				,
	Bill	10/30/2023	Profes. IT Supp	850.00
Total BITSPEED CONSULTING, INC				850.00
BLUECROSS BLUESHIELD OF ILLINOIS				
	Bill	10/20/2023	November Statement	155.00
Total BLUECROSS BLUESHIELD OF ILLINOIS				155.00
COLUMBIA PIPE & SUPPLY CO.				
	Bill	10/11/2023	4250447	122.85
	Bill	10/25/2023	4260751	2.37
Total COLUMBIA PIPE & SUPPLY CO.				125.22
COM ED				
	Bill	10/16/2023	1532 Sunset	136.49
Total COM ED				136.49
COMCAST CABLE				
	Bill	10/30/2023	Nov '23 Charges	425.38
Total COMCAST CABLE				425.38
CONTINENTAL UTILITY SOLUTIONS, INC.	D	40//0/	AOU D	
	Bill	10/19/2023	ACH Processing	45.00
Total CONTINENTAL UTILITY SOLUTIONS, INC.				45.00
COVALEN				

### **Northern Moraine WRD Unpaid Bills**As of November 10, 2023

	Туре	Date	Num	Open Balance
	Bill	11/03/2023	3 eOne Pumps	793.55
Total COVALEN				793.55
CUMMINS SALES AND SERVICE				
	Bill	10/09/2023	LS 4 Gener Replace	25,854.85
Total CUMMINS SALES AND SERVICE				25,854.85
DAHM ENTERPRISES INC				
	Bill	11/01/2023	Sludge Removed	8,555.76
Total DAHM ENTERPRISES INC				8,555.76
DAHME MECHANICAL INDUSTRIES, INC				
	Bill	10/31/2023	Screen Maintenance	9,040.25
	Bill	10/31/2023	PRV Replacement	874.00
	Bill	10/31/2023	S Clarifier Repairs	8,120.00
Total DAHME MECHANICAL INDUSTRIES, INC				18,034.25
DIRECT ENERGY				
	Bill	10/19/2023	2629 Wisteria Way	109.18
	Bill	10/19/2023	Westridge Dr	124.38
	Bill	10/19/2023	243 Timber Trail	23.30
	Bill	10/19/2023	100 Rawson Bridge	222.84
	Bill	10/19/2023	2900 Spruce Terrace	130.97
	Bill	10/20/2023	100 S Lakeshore	57.07
	Bill	10/20/2023	300 Venice Dr LS	96.47
	Bill	10/20/2023	Darrell & Wagon LS	112.95
	Bill	10/20/2023	420 Timber Trail	10,134.98
	Bill	10/23/2023	2285 Walnut Glen LS	15.71
	Bill	10/23/2023	Fenview Cir LS	56.30
	Bill	10/23/2023	300 Herbert Rd	34.98
	Bill	10/23/2023	500 Wegner Rd LS	193.05
	Bill	10/23/2023	127 South Dr LS	299.22
	Bill	10/23/2023	532 Santa Barbara LS	56.20
	Bill	10/24/2023	27715 W Route 120	126.46
	Bill	10/25/2023	Stone Rd LS	57.74
Total DIRECT ENERGY				11,851.80
ED'S RENTAL & SALES, INC				
	Bill	10/13/2023	Elec. Sewer	57.50
Total ED'S RENTAL & SALES, INC				57.50
EUROFINS TESTAMERICA	D.;;;	40/00/000		007.50
	Bill	10/23/2023	Lab Tests	307.50
Total EUROFINS TESTAMERICA				307.50
FILIPPINI LAW FIRM, LLP				
	Bill	10/25/2023	Aug Legal Exp.	14,221.00
Total FILIPPINI LAW FIRM, LLP				14,221.00
First Bank				
	Bill	11/03/2023	OCTOBER STMT	513.13
Total First Bank				513.13
GACRUX	D			
	Bill	11/01/2023	Cleaning	600.00
Total GACRUX				600.00
GRUNDFOS WATER UTILITY INC				
	Bill	10/11/2023	Inspection	975.00
	Bill	11/03/2023	Submers Pump	6,287.00
	Bill	11/03/2023	Submers Pump	6,287.00
	Bill	11/03/2023	Submers Pump	6,287.00

### **Northern Moraine WRD Unpaid Bills**As of November 10, 2023

	Туре	Date	Num	Open Balance
	Bill	11/03/2023	Submers Pump	3,180.00
Total GRUNDFOS WATER UTILITY INC				23,016.00
ILLINOIS COUNTIES RISK MANAGEMENT TRUST				
	Bill	10/27/2023	Property and Liab In	44,050.00
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST				44,050.00
INDUSTRIAL SYSTEMS LTD.				
	Bill	10/24/2023	Winter Melt	693.58
Total INDUSTRIAL SYSTEMS LTD.				693.58
INSITE INSTRUMENTATION GROUP, INC	Bill	10/23/2023	ORP Probe	2 111 00
Total INSITE INSTRUMENTATION GROUP, INC	DIII	10/23/2023	OKF Flobe	2,111.00
INTERSTATE ALL BATTERY CENTER				2,111.00
INTERCIALE BATTERY GENTER	Bill	10/17/2023	Battery	568.20
Total INTERSTATE ALL BATTERY CENTER			,	568.20
LAKESIDE EQUIPMENT CORPORATION				
	Bill	10/26/2023	RDS Components	10,690.50
Total LAKESIDE EQUIPMENT CORPORATION				10,690.50
LAUTERBACH & AMEN, LLP				
	Bill	10/30/2023	Auditing Serv	2,000.00
Total LAUTERBACH & AMEN, LLP				2,000.00
LIBERTY MUTUAL INSURANCE COMPANY				
	Bill	10/07/2023	Ashley, Bond	100.00
	Bill	10/07/2023	Fisher - Bond	100.00
Total LIBERTY MUTUAL INSURANCE COMPANY				200.00
LOU'S GLOVES	Bill	10/24/2023	054441	516.00
Total LOU'S GLOVES	DIII	10/24/2023	034441	516.00
MAC STRATEGIES GROUP, INC.				310.00
	Bill	11/06/2023	Public Relations	3,051.81
Total MAC STRATEGIES GROUP, INC.				3,051.81
MARY GRANADO				
	Bill	10/27/2023	Mileage	20.04
	Bill	10/27/2023	Mileage	28.68
Total MARY GRANADO				48.72
McGILVRA ELECTRIC				
	Bill	10/10/2023	Chem Bldg. Fiber Cab	6,982.38
	Bill	10/17/2023	Berger Pump Install	591.07
Total MacCil V/DA ELECTRIC	Bill	11/03/2023	Sludge Conveyance	3,945.00
Total McGILVRA ELECTRIC  McGUIRE WOODS CONSULTING				11,518.45
MCGGINE WGGBG GGNGGETING	Bill	10/13/2023	Lobbying Serv	3,500.00
Total McGUIRE WOODS CONSULTING	<b>-</b>	10/10/2020		3,500.00
MCHENRY COUNTY RECORDER OF DEEDS				2,222.02
	Bill	10/31/2023	Lien Recordin Fees	83.90
Total MCHENRY COUNTY RECORDER OF DEEDS				83.90
MCMASTER CARR				
	Bill	08/24/2023	S Clarifier Bar Nozz	95.99
	Bill	10/18/2023	RDS Rehab	49.50
	Bill	10/19/2023	RDS Rehab	13.86
	Bill	10/30/2023	S Clarifier Light	1,380.87
	Bill	11/03/2023	Wetwell Floats	31.82
Total MCMASTER CARR				1,572.04

# Northern Moraine WRD Unpaid Bills

As of November 10, 2023

	Туре	Date	Num	Open Balance
MIDWEST POWER INDUSTRY, INC.	Bill	10/17/2023	LS Gen Repairs	884.87
Total MIDWEST POWER INDUSTRY, INC.				884.87
MOTION INDUSTRIES, INC	Bill	10/26/2023	Greasing System	11,244.03
	Bill	11/02/2023	Gear Box for RDS Sys	2,922.93
Total MOTION INDUSTRIES, INC				14,166.96
NICOR GAS				
	Bill	10/10/2023	2900 Spruce Ter LS	56.67
	Bill	10/10/2023	3440 Hale Ln LS	68.69
	Bill	10/10/2023	2285 Walnut Glen LS	53.52
	Bill	10/10/2023	2301 Fen View Cir LS	57.72
	Bill	10/10/2023	3923 Hale Ln LS	56.05
	Bill	10/10/2023	206 Fern Dr LS	55.18
	Bill	10/10/2023	230 S Shore Dr	54.37
	Bill	10/10/2023	32250 Darrell Rd LS	72.54
	Bill	10/10/2023	3390 Waterford LS	60.29
	Bill	10/11/2023	316 Venice Rd LS	51.85
	Bill	10/11/2023	113 Timber Trail	72.17
	Bill	10/11/2023	100 Rawson Bridge	166.78
	Bill	10/11/2023	420 Timber Trail	263.52
	Bill	10/11/2023	2629 Wisteria Way	174.66
	Bill	10/11/2023	27715 Rt 120 LS	55.48
	Bill	10/12/2023	500 Wegner	60.53
T / 11100D 010	Bill	10/16/2023	127 South Dr LS	173.29
Total NICOR GAS				1,553.31
PACE ANALYTICAL SERVICES	Dill	10/16/2022	Lab Taata	94.20
T LIBAGE ANALYTICAL GERVICES	Bill	10/16/2023	Lab Tests	84.20
Total PACE ANALYTICAL SERVICES				84.20
PETERSON AND MATZ. INC.	Bill	10/25/2023	Pump Cover Replace	508.12
Total PETERSON AND MATZ. INC.	DIII	10/23/2023	Fullip Cover Replace	508.12
READY FRESH BY NESTLE				300.12
READT TREST BY RESTEE	Bill	10/24/2023	Distilled and Flat W	200.36
Total READY FRESH BY NESTLE	Siii	10/24/2020	Distilled and Flat W	200.36
SHAW MEDIA				200.00
	Bill	10/31/2023	1023100052435	57.04
Total SHAW MEDIA	<b>5</b>	. 6/6 1/2626	1020100002100	57.04
SWENSON SEALCOATING, INC				07.01
<u> </u>	Bill	10/20/2023	Parking SealCoat	1,895.00
Total SWENSON SEALCOATING, INC			J -	1,895.00
THIRD MILLENNIUM ASSOCIATES INC				,
	Bill	10/31/2023	Bills Print & Mail	605.29
Total THIRD MILLENNIUM ASSOCIATES INC				605.29
TRINE CONSTRUCTION CORP.				
	Bill	10/27/2023	17TH PAYMENT REQ	71,337.75
Total TRINE CONSTRUCTION CORP.				71,337.75
TROTTER AND ASSOCIATES, INC				
	Bill	07/31/2023	Dist Engineer	6,800.50
	Bill	09/30/2023	District Enginee	6,100.50
	Bill	09/30/2023	Holiday Hills	435.00
	Bill	09/30/2023	Lakemoor Lift Statio	4,436.25
	Bill	09/30/2023	Holiday Hills	905.50

### **Northern Moraine WRD** Unpaid Bills As of November 10, 2023

	Туре	Date	Num	Open Balance
	Bill	09/30/2023	Funding Assistance	1,708.00
	Bill	09/30/2023	Break Room	1,872.00
	Bill	09/30/2023	Provisioning Center	72.50
	Bill	09/30/2023	GIS System	2,445.00
	Bill	09/30/2023	Facility Plan	18,071.50
Total TROTTER AND ASSOCIATES, INC				42,846.75
TRYON GOVERNMENTAL CONSULTING				
	Bill	10/30/2023	Consulting	3,000.00
Total TRYON GOVERNMENTAL CONSULTING				3,000.00
USA BLUEBOOK				
	Bill	10/25/2023	Lab Supplies	288.95
Total USA BLUEBOOK				288.95
VERIZON				
	Bill	10/27/2023	9947151279	1,291.35
Total VERIZON				1,291.35
VETERANS VAC SERVICES				
	Bill	10/26/2023	CLEANING WASTE	1,800.00
Total VETERANS VAC SERVICES				1,800.00
VIKING CHEMICAL COMPANY				
	Bill	10/12/2023	153563	1,251.25
	Bill	10/26/2023	154230	1,402.50
Total VIKING CHEMICAL COMPANY				2,653.75
VILLAGE OF ISLAND LAKE				,
	Bill	10/20/2023	September Shut Off	100.00
Total VILLAGE OF ISLAND LAKE			•	100.00
WASTE MANAGEMENT				
	Bill	11/03/2023	Waste Util	438.75
Total WASTE MANAGEMENT				438.75
WAUCONDA CAR WASH				
	Bill	09/30/2023	Car Wash	8.00
Total WAUCONDA CAR WASH				8.00
WEX FLEET UNIVERSAL				5.00
· —— · • · · · · · · · · · · · · · · · ·	Bill	10/23/2023	Vehicle Gas	1,005.68
Total WEX FLEET UNIVERSAL	<del></del>	1.20,2020		1,005.68
TOTAL				357,667.78