

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

To: Scott Niehaus, Village Manager

Through: Carl S. Goldsmith, Director of Public Works *CS*

From: Brian Jack, Utilities Superintendent *B*

Date: September 27, 2017

Subject: FY 2017 Water Meter Replacement Project PWU-17-15
IEPA Loan Agreement and Contract Execution

BACKGROUND

Staff presented to the Village Board of Trustees on August 17, 2017 to approve the bid and award a notice of intent to Water Resources of Elgin, IL for the FY 2017 Water Meter Replacement Project PWU 17-15. The Village Board approved this request at their meeting.

Staff was awaiting final approval from the Illinois Environmental Protection Agency for the IEPA Public Water Supply Loan in which the final approval was received on September 25, 2017 in the total amount of \$3,854,828.82. A 3% contingency or \$112,276.57 was added to the awarded contract amount of \$3,742,552.25 for any unanticipated items or changeorders.

The Budget estimate for this project is \$5,500,000.00 in the Capital Improvement Plan with the low bid of \$3,742,552.25 and under budget estimate by \$1,757,447.75 lessening the loan repayment burden.

RECOMMENDATION

Staff recommends that the Village Board of Trustees execute the Illinois Environmental Protection Agency Public Water Supply Loan # L175486 and a contract for the FY 2017 Water Meter Replacement Project to Water resources Inc., in the amount not to exceed \$3,742,552.25 for as the lowest responsible and responsive bidder.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
BRUCE RAUNER, GOVERNOR ALEC MESSINA, DIRECTOR

217/782-2027

SEP 25 2017

CERTIFIED MAIL

Mr. Keith T. Giagnorio, President
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

Re: Village of Lombard /L175486
Loan Agreement

Dear Mr. Giagnorio:

It is a pleasure to advise you that your application for a public water supply loan, under the provisions of the Environmental Protection Act, has been approved in the amount of \$3,854,828.82 at a 1.76 percent simple annual interest rate.

The Loan Agreement is enclosed in triplicate. After the Agreement is reviewed, the original and one copy should be signed by the appropriate official and returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, IL 62794-9276 as soon as it is signed, but no later than November 1, 2017. The second copy is for your records. Receipt of a written refusal or failure to return the properly executed documents within the specified time may subject the Loan Agreement to cancellation consideration.

Your attention is invited to the Standard Conditions of the Loan Agreement which outline the requirements and terms of your loan. The schedule is based on your awarding of contracts and initiating project construction promptly. Your compliance with the loan conditions and terms will facilitate our processing and your receipt of loan disbursements. In addition, by acceptance of this loan agreement, the loan recipient agrees to comply with any future reporting and/or accountability requirements that may be associated with the State Revolving Fund programs in Illinois.

For each contract awarded, please submit a copy of the executed contract; a copy of the certificate of insurance; a copy of the performance and payment bonds; and the notice to proceed as soon as these documents are available.

Addenda Nos. 1 and 2 have also been reviewed and have been found acceptable. A supplemental permit is not required for these addenda.

You are reminded that it is your responsibility as the loan recipient to maintain copies of the bids for all firms that bid on prime contracts, or provide quotes on subcontracts in accordance with the Standard Conditions. It is also your responsibility to obtain copies of all subcontracts awarded by the prime contractor and verify these contracts conform to the Standard Conditions.

And finally, if a Pre-Construction Conference is to be held for your project, please contact the appropriate Illinois EPA Regional Office located in Elgin at 847/608-3131 with the time and place of the meeting. Regional office personnel will be conducting interim and final inspections during the construction of your project.

If you have any questions regarding this project, please contact George Lambert, the project manager, Infrastructure Financial Assistance Section, at 217/782-2027.

Congratulations on the receipt of this Loan Agreement and we look forward to working with you during the project.

Cordially,



Alec Messina
Director

AM:GL

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Attachments

cc: Robinson Engineering, Ltd.

LOAN AGREEMENT**DRINKING WATER PROJECT: L175486****LENDER:**

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

FEIN: 366005975

TERMS OF THE LOAN**Estimated Dates**

Loan amount:	\$3,854,828.82	Construction start:	11/01/2017
Annual fixed loan rate:	1.7600%	Construction complete:	11/01/2018
Term:	20 years	Initiation of operation:	11/01/2018
Repayments:	Semi-Annual	Initiation of repayment period:	11/01/2018
		First repayment due:	05/01/2019
		Final repayment due:	11/01/2038

LOAN OFFER AND ACCEPTANCE**Offer by the State of Illinois Environmental Protection Agency**

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.


Agency SignatureDirector
TitleAlec Messina
Name9/25/17
Date

By:

Agency Signature

Title

Name

Date

This offer must be accepted, if at all, on or before 11/01/2017.

Acceptance on behalf of the Borrower

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

This loan will fund the installation of approximately 10,800 residential water meters and convert those meter accounts to automated meter infrastructure (AMI) technology. The scope of work includes, but is not limited to, providing and installing new water meters, registers, transmitting modules, receiver base stations, upgraded accounting software, and network transceivers/repeaters. This is the final component of a completely operational fixed network radio frequency automatic meter reading system in the Village of Lombard. No construction permits are required for this project.

PROJECT BUDGET

	TOTAL	ELIGIBLE
Construction - Water Resources, Inc.	\$3,742,552.25	\$3,742,552.25
Contingency	\$112,276.57	\$112,276.57
TOTAL	\$3,854,828.82	\$3,854,828.82

The loan amount is \$3,854,828.82.

OTHER FUNDING SOURCES/COSTS EXCLUDED

None

SPECIAL CONDITIONS

1. The loan recipient is required to submit an annual financial audit of the fund from which the loan repayments will be made. Once disbursements have begun on this loan, the audit shall be submitted annually within 9 months of the end of the recipient's fiscal year. The annual audit will be required until otherwise notified by IEPA. The audit shall be submitted to: Illinois Environmental Protection Agency, Bureau of Water, Infrastructure Financial Assistance Section, P.O. Box 19276, Springfield, Illinois 62794-9276. This requirement may be fulfilled through the submission of a Single Audit if one is so required.

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

**Loan Recipient: Village of Lombard
L175486**

Loan Agreement –Standard Conditions Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the Agency and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.

The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

AGREEMENT

THIS AGREEMENT, made this 5th day of October, 20 17, by and between Village of Lombard, hereinafter called "OWNER" and Water Resources, Inc. doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the Water Meter Replacement
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within 30 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 365 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$3,742,552.25, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) Payment BOND
 - (G) Performance BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) DRAWINGS prepared by N/A numbered _____ through _____, and dated _____, 20 ____.
 - (L) SPECIFICATIONS prepared or issued by Robinson Engineering, Ltd. and the Village of Lombard dated _____, 20 ____.

(M) ADDENDA:

No. 1, dated June 26, 2017

No. 2, dated July 6, 2017

No. _____, dated _____, 20____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (triplicate) each of which shall be deemed an original on the date first above written.

OWNER:

Village of Lombard

By _____

Name Keith T. Giagnorio

Title Village President

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

CONTRACTOR:

Water Resources, Inc.

By _____

Name _____

Address 390 Sadler Avenue

Elgin, IL 60120

NOTICE OF AWARD

To: Water Resources, Inc.

390 Sadler Avenue

Elgin, IL 60120

PROJECT Description: PWU-17-15 Village of Lombard Water Meter Replacement Project
IEPA Loan 175486

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 12, 20 17 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$3,742,552.25

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 5th day of October, 20 17.

Village of Lombard
(Owner)

By _____

Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by Water Resources, Inc.

this the _____ day of _____, 20 _____.

By _____

Title _____

NOTICE TO PROCEED

To: Water Resources, Inc.

Date: October 5, 2017

390 Sadler Avenue

Project: PWU-17-15 Water Meter Replacement Project

Elgin, IL 60120

IEPA Loan 175486

You are hereby notified to commence WORK in accordance with the Agreement dated October 5, 2017, on or before October 5, 2017, and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore October 5, 2018.

Village of Lombard

(Owner)

By _____

Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

Water Resources, Inc.,

this the _____ day of

_____, 20 ____.

By _____

Title _____