

NOTICE OF STANDING

COMMITTEES

Scheduled for
Tuesday, February 11, 2020,
beginning at 6:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Administration & Legal Committee
Public Works Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A MEETING
OF THE PUBLIC WORKS COMMITTEE

Notice is hereby given that a meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, February 11, 2020, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JANUARY 14, 2020.
3. RECEIVE PRESENTATION OF THE PUBLIC WORKS STAFFING PLAN.
4. DISCUSS THE CONTRACT RENEWAL FOR SMOKE/DYE TESTING AND MANHOLE INSPECTIONS.
5. DISCUSS POST 3 STORM WATER LIFT STATION ELECTRICAL IMPROVEMENTS.
6. DISCUSS INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) –STREAMBANK STABILIZATION.
7. DISCUSS SUPPORT OF WILL COUNTY DEPARTMENT OF TRANSPORTATION’S APPROACH FOR OBTAINING EASEMENTS & RIGHT OF WAY TO WIDEN & IMPROVE 80TH AVENUE FROM 191ST STREET TO 183RD STREET.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Public Works Committee
January 14, 2020 - 6:15 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477 Tinley Park, IL 60477

Members Present: W. Brady, Chairman
M. Glotz, Village Trustee
W. Brennan, Village Trustee

Members Absent:

Other Board Members Present:

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
M. Walsh, Police Chief
J. Urbanski, Assistant Public Works Director
D. Framke, Marketing Director

Item #1 - The meeting of the Public Works Committee was called to order at 6:16 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON DECEMBER 10, 2019 – Motion was made by Trustee Glotz, seconded by Trustee Brennan, to approve the minutes of the Public Works Committee meeting held on December 10, 2019. Vote by voice call. Trustee Glotz declared the motion carried.

Item #3 - DISCUSS IRRIGATION MAINTENANCE CONTRACT – John Urbanski, Assistant Public Works Director, seeks the services of a capable contractor to provide start up, winterization, and repair services to our irrigation systems at 3 Streets Department locations and 4 Facilities Department locations.

- LaGrange Rd.
- Harlem Avenue
- 171st Medians
- Fire Station #4
- Oak Park Ave Metra Station
- Village Hall
- Police Station

This service contract was advertised on December 12th, 2019 in accordance with state bidding laws; three (3) sealed bids were received. Bids were opened and read publicly on Monday, January 6th, 2020 at 10:00 a.m. and received as follows:

Contractor	Aquamist	Central	H&Y
Location	Dolton, IL	Elk Grove Village, IL	Lake Forest, IL
Base Bid Amount	\$31,744.00	\$46,372.00	\$25,870.00
Est. Repair Costs	\$7,525.10	\$17,231.50	\$11,655.00
TOTAL	\$39,269.10	\$63,603.50	\$37,525.00

Bids were submitted by Halloran & Yauch, Inc. (H&Y), Aquamist Plumbing and Lawn Sprinkling Co., Inc. (Aquamist), and Central Lawn Sprinklers, Inc. (Central). H&Y was the apparent low bidder. However, after considering past experiences with H&Y and recommendations from both Site Design Group, Ltd. (landscape architect consultant) and FRS Design Group (irrigation consultant), our recommendation is to pursue a service contract with Aquamist at this time.

Budget / Finance:

Funding is budgeted in the FY21 Budget.
Budget Available \$49,960.00
Anticipated Costs \$39,269.10
Difference (under budget) \$10,690.90

Motion was made by Trustee Glotz and seconded by Trustee Brennan, to recommend a service contract with Aquamist, be forwarded to the Village Board meeting on February 4, 2020. Vote by voice. Chairman Glotz declared the motion carried.

Item #4 – RECEIVE COMMENTS FROM THE PUBLIC – No one came forward.

ADJOURNMENT - Motion was made by Trustee Glotz, seconded by Trustee Brennan, to adjourn this meeting of the Public Works Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the meeting at 6:17 p.m.

dm



Interoffice Memo

Date: February 3, 2020

To: David Niemeyer, Village Manager
Kevin Workowski, Public Works Director

From: John Urbanski, Assistant Public Works Director

Subject: 2019 Public Works Staffing Plan

Presented for February 11, 2020 PW Committee / February 18, 2020 Village Board Meeting agenda consideration and action.

Description:

Over the past few months Public Works spent considerable efforts towards collecting information from surrounding communities and researching benchmarks of staffing standards for our operations to offer a comprehensive staffing plan. On behalf of the project team, we are pleased to submit the Final Report for the operational review of Public Works positions for the Village of Tinley Park. The goals of this report included:

- Review the adequacy of current staffing levels.
- Offer comparables with “industry standards” and Chicagoland communities.
- Identify opportunities for operational and service efficiencies.
- Suggest options for the department’s organizational structure.

It is our hope that this provides officials with a framework for thoughtful discussion regarding current and future staffing levels and opportunities to achieve efficiencies.

Attachments:

- 1) 2019 Public Works Staffing Plan



2019 Public Works

Staffing Plan

Kevin Workowski - Public Works Director
John Urbanski - Assistant Public Works Director



THIS PAGE INTENTIONALLY LEFT BLANK

Table of Contents

INTRODUCTION & EXECUTIVE SUMMARY.....	5
INTRODUCTION.....	5
SUMMARY.....	6
STUDY METHODOLOGY.....	8
PUBLIC WORKS MAINTENANCE STAFF	9
STAFFING GUIDELINES.....	9
COMPARATIVE SURVEY RESULTS	9
<i>Population to infrastructure maintenance staff.....</i>	<i>10</i>
<i>Lane miles of roadway in comparison to maintenance workers – Streets Department.....</i>	<i>14</i>
<i>Square footages of facilities in comparison to maintenance workers – Facilities Department</i>	<i>16</i>
<i>Technician to vehicle ratio – Fleet Department</i>	<i>18</i>
<i>Miles of water main data comparables – Water Department.....</i>	<i>20</i>
PUBLIC WORKS MAINTENANCE WORKER RECOMMENDATIONS	23
<i>Road & Bridge / Streets.....</i>	<i>23</i>
<i>Facilities/Electrical & Fleet.....</i>	<i>24</i>
<i>Water</i>	<i>24</i>
ENGINEERING STAFF	25
INTRODUCTION.....	25
STAFFING GUIDELINES.....	26
COMPARATIVE SURVEY RESULTS.....	26
COMPARATIVE CONSULTING ENGINEER RESULTS.....	28
ENGINEERING STAFF RECOMMENDATIONS.....	29
PUBLIC WORKS CLERICAL STAFF.....	30
INTRODUCTION.....	30
<i>Utility Billing Technician.....</i>	<i>31</i>
<i>Work Order Technician.....</i>	<i>32</i>
STAFFING GUIDELINES.....	32
COMPARATIVE SURVEY RESULTS.....	33
PUBLIC WORKS CLERKS RECOMMENDATIONS.....	34
SUMMARY OF RECOMMENDATIONS AND IMPLEMENTATION PROCESS.....	36
OPERATIONAL ADJUSTMENTS.....	36
DISCUSSIONS OF COST SAVINGS.....	36
SUMMARY	37
PROPOSED STAFFING – 5 YEAR PLAN	38
REFERENCES.....	39

THIS PAGE INTENTIONALLY LEFT BLANK

Introduction & Executive Summary

Introduction

The Village of Tinley Park's Public Works Department provides a high level of service to the residents of Tinley Park. The Department staffing includes employees skilled in multiple facets who are experienced and capable. Currently, annual work planning and work assignment processes are typically not offering time for preventative maintenance, but rather completed based on past practices or urgent repair methodologies. The Department is facing retirements of several long-standing employees in leadership and senior maintenance roles and must prepare for upcoming transitions by converting institutional knowledge of tenured employees into recorded processes and procedures.

The Public Works Department is a fiscally prudent organization, focused on meeting service standards as effectively as possible and without requiring additional resources. While recent changes in Department leadership has called for upgrades and operational utilization of some custom technology tools to improve service levels, there are still several opportunities to improve overall effectiveness. Additionally, the Department has not been the most expeditious regarding software implementation due to the lengthy delay of version upgrades causing undue burden on the transfer of data and the increase of the potential for historical data loss. While the Department clearly operates at a high level of efficiency, the capturing, recording, and analyzing performance data has not been a high priority until recently. This has caused difficulty amongst management where this information can assist to make databased decisions.

The Village's infrastructure is in relatively good condition. However, as the Village's infrastructure ages, proactive and consistent management of assets will become an essential function of the Department. The following analysis and recommendations

outline an approach that may assist in addressing staffing responsible to maintain the infrastructure and issues.

Summary

The Tinley Park Public Works Department includes three maintenance divisions: Water & Sewer, Streets & Storm, and Facilities & Fleet. Currently, the Public Works Director manages overall executive management and administration of departmental operations, develop overall priorities and policy, creation of performance goals and objectives, evaluation and assistance of large-scale projects and department budget while the Assistant Director is responsible for coordinating all management personnel, project coordination with Superintendents, and assuring the Director's instructions are being met. The Department staffing numbers are sixty-three (63) full time equivalent (FTE) employees and seventeen (17) part time employees who serve across the divisions in different capacities. There are twelve (12) additional summer seasonal (S1) positions offered to college students and are shared amongst the divisions. The following figure illustrates the organizational structure of the Village of Tinley Park's Public Works Department:

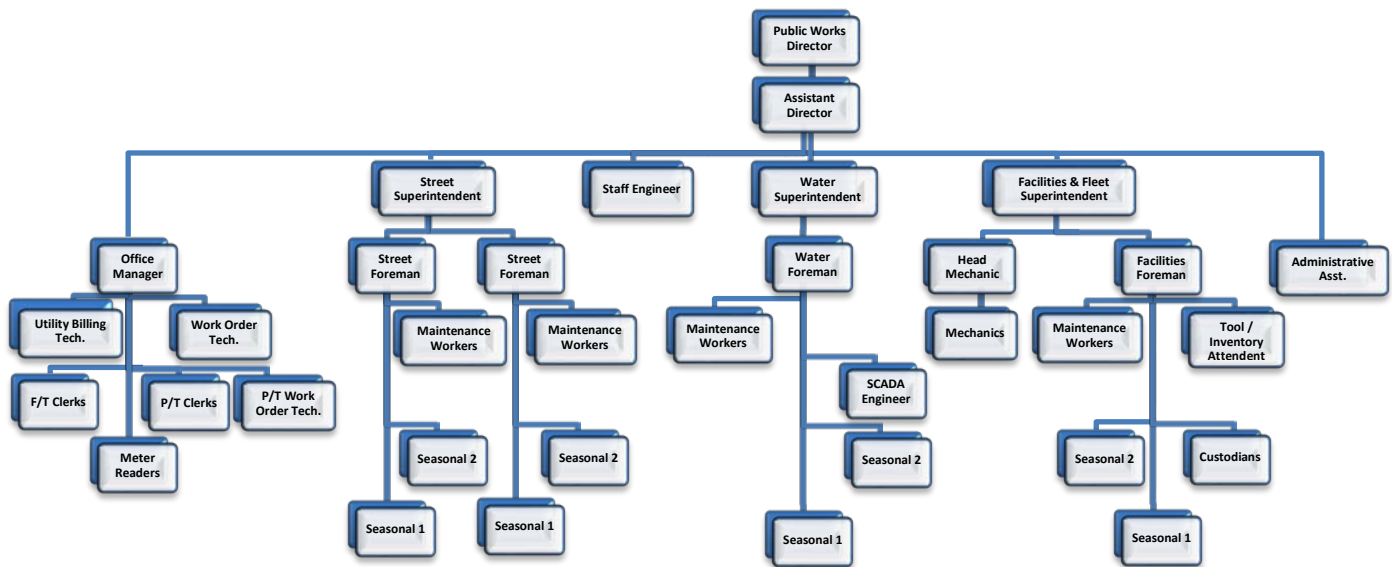


FIGURE 1: VILLAGE OF TINLEY PARK PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART

A summary of the areas of responsibility for each division within the Department is as follows:

- The Facilities Division is responsible for maintaining all thirty-one (31) Village-owned facilities, approximately 4,000 streetlights including electrical infrastructure. Services provided by the Facility Maintenance Division include conducting routine and emergency maintenance, facility improvement projects, and management of grounds maintenance, janitorial, roof maintenance, and inspection services contracts.
- The Fleet Division is responsible for performing preventative and emergency maintenance on the Village's 244 vehicles and 114 pieces of equipment.
- The Water & Sewer Division is responsible for operating the Village's water and sanitary sewer utilities, maintaining 260 miles of water main and 409 miles of sewer infrastructure, 4,045 fire hydrants and 3,280 water main line valves, validating and inputting usage data into the billing system, and performing utility

locates. The Village's contracts to purchase their water from Oak Lawn, who in turn receives it from the City of Chicago. Metropolitan Water Reclamation District (MWRD) treats most of the sanitary sewer waste from the Village remotely. Frankfort Sanitary District or Illinois American handles the waste treatment from other locations south of I-80.

- The Street & Storm Division is responsible for maintaining the Village's transportation infrastructure. The services provided by the Street Maintenance Division include road resurfacing, storm sewer system maintenance, retention/detention pond maintenance, catch basin and sidewalk repair and replacement, street sweeping, forestry, brush pickup, right-of-way & parkway maintenance and sign maintenance. Other responsibilities managed by the Street Division utilizing personnel from across Public Works include snow removal and special events.

Study Methodology

While conducting this study, we took an approach that included information from multiple sources both internal and external. This information and theories include but are not limited to the following:

- Coordinate information gathering with each individual department Superintendent and Foreman.
- Conduct a survey with multiple Public Works Departments to gather input regarding best management practices (BMPs) within their individual ranks and operations.
- A comparative assessment that utilized information received from neighboring communities and allocations of staffing within Public Works.

- Utilizing our current work order system, (Cartêgraph) began to reflect upon the current work processes against typical industry standards of public works infrastructure maintenance.
- Comparative research of utilizing internal staffing engineering and project management vs. consultant engineering firms.
- Comparative benchmarking of performance measures for each area within Public Works utilized to determine individual area staffing needs.
- Analyze any potential cost savings methods that offset determined needs for expansion of staffing within Public Works.

Public Works Maintenance Staff

Staffing guidelines

Industry standards utilized to follow for governmental maintenance of infrastructure typically include but are not limited to the following:

- Population of the community in relation to infrastructure maintenance staff.
- A ratio of lane miles of roadway in comparison to the employees needed to maintain them.
- Square footages of facilities in comparison to maintenance employees.
- National Federation of Municipal Analysts (NFMA) established a ratio of fleet to mechanics.
- Amount of developed acreage, infrastructure, and needed maintenance employee.

Comparative Survey Results

Utilizing the staffing guidelines to evaluate staffing levels is to relate the Village's staffing with comparable and/or neighboring communities that share similar characteristics with the Village of Tinley Park. These comparisons are useful in better

understanding different methods to determining staffing levels and delivery of services. However, at the same time, these comparisons are difficult to differentiate between departmental objectives, organizational structures with positional assignments, along with the particular communities' mix and level of services necessary to meet their individual service level definitions.

Two such variables that distinguishes the Village of Tinley Park from other communities are the presence of The Hollywood Casino Theater and the community outreach efforts that match Tinley Park's branding efforts surrounding the downtown area. With a national reputation, the Hollywood Casino creates community demands that may differ from other local cities. In an effort to exemplify the Village of Tinley Park's branding, it has had an increase of events with expectation levels increasing to match. Combining the additional demands, the clientele and operations of the Amphitheater that are placed upon the infrastructure of Tinley Park and the additional needs of the events each year it may be difficult to quantify the exact level of service and expectations associated to these functions. Although it may be difficult to determine the service level definitions associated with these particular functions of the village, the expectations associated with these functions have a high level of demand and impact on the ability to match the parallel needs of ongoing infrastructure maintenance along with event coordination.

Population to infrastructure maintenance staff

A typical industry standard that communities will utilize to compare their staffing is based on the number of populations in such community. This comparison represents per 1,000 population, how many employees of each department should be employed. For Public Works, this number varies based on location within the nation from 2.43 to 1 employee per 1,000 population.ⁱ

Utilizing historic data from Tinley Park's staffing reports and authorized positions, from 1999 versus the population trends received from the U.S. Census Bureau, the following graph was created. As shown in the graph, the population of Tinley Park in 1999 was at approximately 47,000 residents with 29 Public Works maintenance workers and mechanics to match. As population grew to just over 54,000 in 2007 the size of the Public Works department saw their maximum staffing at forty-one (41) maintenance workers and three (3) mechanics, forty-four (44) overall. The economic downturn at this time called for a plan that implemented a loss of employees through attrition. This plan reduced the staffing to thirty-three (33) maintenance workers by 2011. Many Public Works Departments experienced similar staffing reductions in order to meet organizational budget demands following the recent financial downturn. Some departments responded to this issue with reduced work and services while others offset their preventative maintenance time to just repairs and worst-off departments began to layoff laborers. Tinley Park responded with a combination of these first two efforts to reduce the possibilities of layoffs and as seen in *Figure 2*, staffing has not reached the previous peak of work force. Since 2007, the Village has seen an increase of an additional 2,000 residents and remains under the all-time high of Maintenance Workers/Technicians, with number 38 approved this fiscal year.

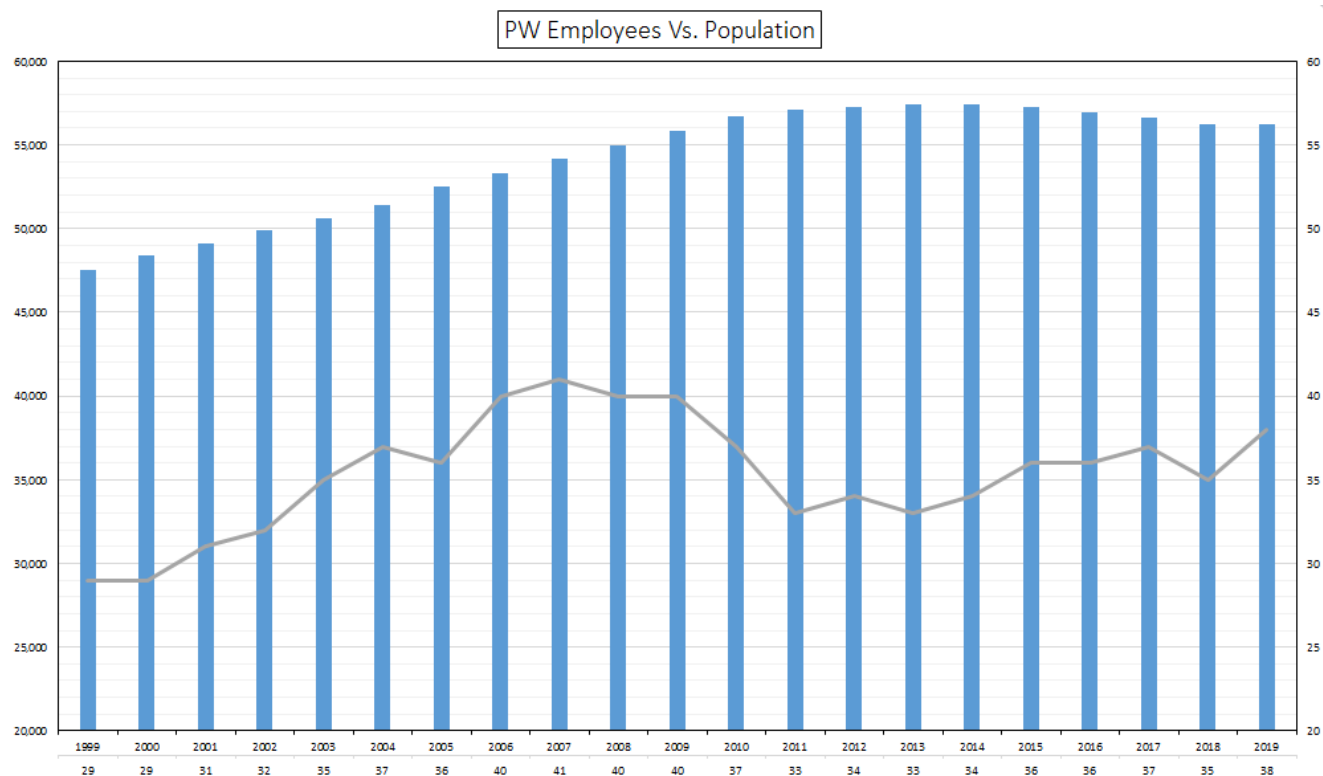


FIGURE 2: TINLEY PARK POPULATION VS. MAINTENANCE WORKERS COMPARISON GRAPH

By utilizing previous staffing studies and pay scale studies to determine communities comparable to Tinley Park, the cities of Orland Park, Oak Lawn, Oak Park, Mount Prospect, Lombard, New Lenox, Westmont, Lisle, Villa Park, Park Forest, Mokena, Matteson, Frankfort and Homewood in this analysis. These cities were chosen for their comparable population, per capita, and location similarities. As with any comparison to other communities, the level of responsibilities determined to be outsourced or contracted out versus accomplished in-house will vary. However, this ratio is individually determined per each community and will most likely account for some offsets in staffing. As the amount of time and detail required to accomplish this in-depth study goes well beyond the comparison as seen, it needs to be noted that all communities coordinate these services at different levels.

www.census.gov POPULATION ESTIMATES AS OF JULY 1, 2018			
COMMUNITY	POPULATION	MAINTENANCE WORKERS	DIFFERENCE
Homewood	18,885	20	2
Frankfort	19,178	23	4
Matteson	19,464	20	1
Mokena	20,375	19	-1
Park Forest	21,429	21	0
Villa Park	21,695	16	-5
Lisle	23,394	14	-9
Westmont	24,647	20	-4
New Lenox	26,780	30	4
Lombard	44,523	32	-12
Roselle	22,794	19	-3
Oak Park	52,265	21	-31
Mount Prospect	54,198	38	-16
Oak Lawn	55,511	58	3
Tinley Park	56,204	38	-18
Orland Park	58,312	46	-12
		Mean	-6.06

FIGURE 3: POPULATION VS. MAINTENANCE WORKERS COMMUNITY COMPARISON CHART

Following the industry standard of one (1) FTE Maintenance Worker per 1,000 population it appears in comparison to communities surveyed, Tinley Park falls under the mean of the communities in this table by 12 FTEs.

Lane miles of roadway in comparison to maintenance workers – Streets Department

The Streets Division of Tinley Park Public Works maintains the following infrastructure with a team of twenty-one (21) staff members, which includes one (1) Superintendent, two (2) Foremen, and eighteen (18) Maintenance Workers. In addition to this staff, the Division also utilizes six (6) Seasonal 1 PTE (part-time equivalent) employees mainly during the summer months. A summary of the larger responsibilities that this department maintain include:

- 397 lane miles of paved surfaces
- 424 linear miles of sidewalk
- 459 linear miles of curb
- 2,986 traffic signs
- 271 linear miles of storm sewer
- 150 special events annually

Collected information from the participating communities with respect to street maintenance functions utilizing the following; information included staffing, services, contract services, street sweeping, snow removal, special events, etc. As noted, participating departments provided information regarding street maintenance functions. The industry standard seen relative to comparables of centerline miles and required maintenance uses the benchmark of 7-10 centerline miles of paved road per laborer. The table and points, which follow, present the results with respect to quantities of PW employees assigned to the Road & Bridge / Streets Department, not including contract services.

City	No. of Staff	No. of Centerline Miles	Miles per Staff
Mokena	8	50	6.25
New Lenox	15	130	8.67
Oak Lawn	27	183	6.78
Mount Prospect	19	200	10.53
Tinley Park	18	175	9.72
Orland Park	19	216	11.37
Mean			8.89

FIGURE 4: MILES OF ROADWAY PER MAINTENANCE WORKER

The points, which follow, present a discussion of information collected regarding street maintenance functions in each of the comparative agencies.

- As shown in the table above, the number of road miles per FTE ranges from a low of 5.56 miles per FTE in Mokena to a high of 11.37 miles per FTE in Orland Park. As seen in this comparable, Tinley Park is approximately two (2) employees below meeting the mean.
- Most of the comparative agencies contracted out larger scale street maintenance work and their Pavement Management Programs (PMP) utilizing funding from the Motor Fuel Tax (MFT) similar to the Village of Tinley Park, including street striping / markings, paving, crack sealing and overlay, and sidewalk repair and reconstruction outside of the typical maintenance functions.
- The Village of Tinley Park utilizes an overall condition index (OCI) to determine pavement maintenance. The Village of Tinley Park targets an annual street inspection as part of the pavement management system and a four-year sonar inspection. Small maintenance needs until either heat scarifying or full grind and Public Works staff will typically handle overlay repair internally.

A large amount of staffing burden seen from this department not shown in *Figure 4* relates to the average of 200 special events annually. These events can include a range of responsibilities from setting up barricades for races and community block parties; Farmer's Market; set up, patrolling for garbage, and break down of the weekly Cruise Nights and Music/Movies in the Park; to the large-scale events downtown like the Caribbean Block Party and Christmas Market. The Christmas Market alone taxes the Public Works Department over 2,000 hours annually. When compared to neighboring communities, management of events commonly are achieved by outside contractors, Park District staff, or simply are nowhere near the number of hours and quantity of events required per year. Comparable of communities (of size) which their Public Works department typically handles events received for this point included:

- Tinley Park – 150 events
- Oak Lawn – 46 events
- Mokena – 6 events
- New Lenox – 30 events

Square footages of facilities in comparison to maintenance workers – Facilities Department

Facility maintenance for Tinley Park utilizes four (4) FTE staffing for day-to-day maintenance, contracted services for large-scale maintenance or replacements, one (1) FTE Senior Custodian and five (5) PTE for custodial duties. This division also has two (2) FTE employees responsible for the maintenance of the Village's approximate 3,800 streetlights and infrastructure, which typically receives assignments separate to facility maintenance staffing.

Of the 31 facilities that Tinley Park Public Works maintains, there is collectively an approximate of 185,000 square feet under roof. Nationally, the median number of square feet per FTE for the maintenance staff is 50,000; 22 percent of respondents

reported that they outsourced the function. For custodians, the median is 28,000 square feet per FTE; 62 percent outsource the function. For grounds care, the median is 30,000 acres per FTE; 82 percent said they used outsourcing for to handle grounds care.ⁱⁱ

Outside of the facility maintenance requirements of this department, these personnel are also responsible for the grounds maintenance and electrical requirements of the downtown area. This also includes any set-up, takedown, and electrical requirements imposed from special events throughout the year. As these additional requirements are not tangible for a simple comparison, they nonetheless are in the work order system and can show the additional needs for staffing from this division.

The table, below, presents staffing calculations of Tinley Park in comparison to the stated national averages for maintenance and repair.

National Averages	No. of Staff	Square Feet of Facilities	Ratio of Staff to Sq. Ft.
Maintenance Staff FTE	1	50,000	1 : 50,000
Custodians FTE	1	28,000	1 : 28,000
Tinley Park Public Works Averages	No. of Staff	Square Feet of Facilities	Ratio of Staff to Sq. Ft.
Maintenance Staff FTE	4	185,000	1 : 46,250
Custodians FTE	1	28,000	1 : 27,770
Custodians PTE	5	60,879	1 : 12,176

FIGURE 5: SQUARE FEET OF MAINTAINED FACILITY PER EMPLOYEE

Given the above comparisons, staffing at the current demands of facility maintenance is adequate. In comparison to the national averages, this division currently appears to be meeting the demands of facility maintenance ratios of employees.

Technician to vehicle ratio – Fleet Department

Tinley Park Public Works houses the mechanics responsible for the fleet maintenance (less heavy fire apparatus) and assets owned and operated by Tinley Park employees. This division is responsible for performing preventative and emergency maintenance on the Village's 244 vehicles and 114 pieces of equipment (trailers, generators, etc.). The Facilities & Fleet Superintendent, Head Mechanic, and three (3) Mechanics currently staff this department. The Head Mechanic responsible for the day-to-day operations tracks the maintenance history for each vehicle in an individual software (CFA). This software utilizes an electronic fleet and fuel management system that tracks the life cycle costs of maintaining a vehicle. CFA also utilizes mileage entered into the fuel system to assist with managing a maintenance program and workload by monitoring vehicle mileage and automatically scheduling preventative maintenance. Chatham Consulting, a fleet management consulting company that regularly authors articles in *Government Fleet Magazine* states, "Calculating technician to vehicle ratios is important, not only in analyzing fleet-staffing requirements, but also when making benchmarking comparisons on an inter- and intra-organizational basis. To begin learning how to calculate technician-to-vehicle ratios, start with the fundamentals and learn from real-world examples. The most simplistic approach stipulates that a specific number of technicians is needed to support a fleet of a given size."ⁱⁱⁱ This statement is also seen in articles by the National Federation of Municipal Analysts (NFMA) that recommend a mechanic to vehicle ratio of between 1:35 and 1:60 depending on the age and condition of the vehicles. The following table will compare these industry standards with our current maintenance staffing.

National Average Types	No. of Staff	Number of Vehicles	Ratio of Staff to Vehicles
Fire Departments	1	30	1 : 30
Small Towns	1	35	1 : 35
Counties & Cities	1	55-60	1 : 55-60
Tinley Park Public Works Averages	No. of Staff	Number of Vehicles / Number of Equipment	Ratio of Staff to Vehicles
Current Mechanics	3	388	1 : 129
Recommended	4	388	1 : 97

FIGURE 6: VEHICLE-TO-TECHNICIAN RATIOS

The above table is the most fundamental approach that will give a basic number of mechanics needed to support the fleet. Understanding that the Village's averages combine vehicles and equipment, individually those ratios still show staffing being under the standard. As applied to specific vehicle types, such as police cars, fire trucks, busses, or generators, this approach can work when quick and approximate comparisons must be made. When applied to a "mixed" fleet as we are currently showing, this comparison can help to show assumed needs based on a combination of light-, medium-, and heavy-duty vehicles and equipment. This theory shows to be very similar to benchmarking seen in our peer fleets and as described from the article from which the ratio was derived.

In summary, this ratio presents a discussion of information collected regarding fleet maintenance functions utilizing a standard in governmental applications in peer agencies.

- As shown in the table above, the number of vehicles (244) and equipment (114) are combined in the total ratio. With vehicles alone, our three (3) mechanics are

still at a 1:81 ratio. This number without meeting the requirements to maintain any of the equipment shows to be breaching into a high level of responsibility. As this ratio increases, the level of preventative maintenance decreases because the unscheduled repairs begin to accumulate the technicians' time. Ultimately, decreasing preventative maintenance increases unscheduled repairs causing more burden onto the shop. Currently, the Public Works Garage can afford housing one (1) additional mechanic without facility expansion. As this still exceeds the NFMA recommendations, this is the capacity we can currently meet.

Miles of water main data comparables – Water Department

The Water Division of Tinley Park Public Works maintains the following infrastructure with a team of fourteen (14) staff members, which includes one (1) Superintendent, one (1) Foremen, and twelve (12) Maintenance Workers. In addition to this staff, the Division also utilizes two (2) Seasonal 2 PTE employees, which are available throughout the year and three (3) Seasonal 1 PTE employees mainly during the summer months. A summary of the larger responsibilities of this department include:

- 260 miles of water main
- 4,045 fire hydrants
- 3,280 water main line valves
- 2 water pumping stations with 2 storage tanks each
- 1 elevated tank
- 23,597 large and small diameter water meters

Collected information from the participating communities with respect to water maintenance functions utilizing the following. Information included staffing, services, contract services, water main breaks, annual maintenance, etc. As noted, participating

departments provided information regarding water main maintenance functions. Understanding that this division is also responsible for maintenance and management of the sanitary sewer system of the Village, the data in *Figure 7* is only showing water system comparables, which will most definitely skew the availability of labor hours directed completely at the water system. The sanitary sewer system also includes the following:

- 409 miles of sanitary main
- 9 sanitary lift stations
- 2 storm water lift stations
- 5,479 manhole structures

The industry standard seen relative to comparables of miles of water main and attached appliances required maintenance uses the benchmark of 10-12 miles of main per laborer. The table and points, which follow, present the results with respect to quantities of employees assigned to the division referred to “Water & Sewer” but as shown, comparable communities do not utilize their water distribution maintenance employees interchangeably as Tinley Park is typically accustomed. This method of management allows for a greater spread of work force over two, parallel systems and not just those assigned to the combined systems. This can tend to require daily determination of parallel priorities when staffing does not meet the individual needs of each system experienced when offering a water system maintenance staffing alone. As seen in *Figure 7*, we asked neighboring communities to provide information regarding their water operations.

	Tinley Park	Orland Park	New Lenox	Mokena
No. of Staff	12	17	6	11
No. of Miles of Water Mains	260	356	154	115
Miles per FTE	21.7	20.9	25.7	10.5
Percentage of unaccounted for water	6.7%	3.4%	12.4%	12%
Number of water main line valves	3,280	4,242	1,971	1,525
Average of annual main breaks	33	45	32	15
Frequency for distribution valves to be exercised	Every 3 years	Every 5 years	Every year	Every 4 years
Utilization of in-house staff or contractors to dig up and replace water mains (excluding repairs associated with leaks)	Contractors	Contractors	Contractors	Not replacing main yet
Utilization of Water Department staff to maintain sanitary system	Yes	Yes	No	No

FIGURE 7: MILES OF WATER MAIN TO MAINTENANCE WORKERS

These points, which follow, provide a summary of the comparison information presented in the table.

- The number of water mains per FTE for water operations ranged from a low of 10.5 (Village of Mokena) to a high of 25.7 (Village of New Lenox).
- This comparable of neighboring communities places Tinley Park at the high end of this range.
- The mean of these comparables would be 19 miles of water main per employee; this places Tinley Park at approximately two (2) employees short of this comparable for water system maintenance alone.

- At 260 miles of water main, the industry standard of 10-12 miles of water main per maintenance worker places Tinley Park approximately ten (10) maintenance workers short of that level.
- As seen in the comparables, Tinley Park shares the responsibilities of two systems (water & sewer) with one group of employees.

Public Works Maintenance Worker Recommendations

Road & Bridge / Streets

With respect to maintenance and repair to the areas of responsibility that fall under the Streets Department, our current recommendations are the following:

- As seen in *Figure 4*, with the addition of two (2) Maintenance FTE employees to this division, and an additional two (2) to offset the demands of the annual events, (one approved at mid-year 2020) the staffing in this division will meet an adequate level, granting the village roadway infrastructure does not greatly expand.
- Currently, the Road & Bridge / Streets Department does not have a Seasonal 2 PTE. With the recommendation of utilizing this position as an “apprentice” for future hire, it is our recommendation to add at least one (1) Seasonal 2 position to this division.
- The ongoing expansion of the Harmony Square and increasing quantity of special events will continue to cause burden upon the available time of Public Works. We either recommend the creation of an “Events/Plaza Maintenance Department” within Public Works or evaluate the possibility of contracting out daily services to the plaza, thus only requiring PW needs for larger events.

Facilities/Electrical & Fleet

As shown, with respect to maintenance and repair of the current facilities, our current recommendations are the following:

- As seen in *Figure 5*, with the addition of a Maintenance FTE employee to the division in FY20, the staffing in the Facilities aspect of this division has met an adequate level.
- The one (1) FTE Custodian that is currently assigned to the Police Station meets the national standard for this facility.
- The two (2) PTE Custodians assigned to the Village Hall meet the national standard for this facility.
- As size and increase of special events occur, the demands of the electrical requirements increase. The addition of the new downtown plaza will also add requirements to this division. One (1) additional employee may be necessary to keep up with these developments.
- Per NFMA recommended ratio of mechanics to fleet and our available space, it is the recommendation to hire one (1) additional Mechanic.
- To offset the “non-qualified” responsibilities around the mechanic shop that is currently completed by trained Mechanics, recommendation to employ one (1) PTE Seasonal 2.

Water

In regard to staffing and maintenance of the water and sanitary systems, our recommendations to assist this department are as follows:

- As seen in *Figure 7*, Tinley Park falls under the curve of comparable communities regarding having adequate employees per linear miles of water main by two (2) FTE maintenance workers.

- In comparison to three (3) of our neighboring communities, Tinley Park utilizes the staffing assigned to the water distribution system to simultaneously maintain the sanitary sewer system, including the pumping stations. This responsibility greatly reduces the availability of labor utilized towards maintenance of the water system.

Engineering Staff

Introduction

The Village of Tinley Park recently determined to implement an internal professional engineer (PE) as the Village Engineer position within the Public Works Department.

This position is responsible for the management and oversight of the:

- Village engineering tasks, including development and management of the annual budget.
- Manages the Public Works capital projects, as assigned.
- Provides oversight to the design and construction and closeout of all capital improvement projects for the Village of Tinley Park including roadway, drainage, and bridge projects. Water / Wastewater Divisions handle capital projects for water and sanitary sewer operations while the Facilities Department oversees facility related capital projects.
- Oversees records of all roadways in Tinley Park, including recommended updates and maintenance of the Village's Street Directory to the GIS consultant.
- Serves as the Engineering liaison on Village-wide projects and committees.
- Manages the development of plans, specifications and estimates (P, S & E); as well as bidding and awarding for engineering and capital projects.

- Assigns and coordinates the preparation and oversight of projects with the Village's engineering consultants.
- Project requirements include approximately 50% of time in the field on project related work.

Staffing guidelines

Industry standards typically utilized to follow for governmental maintenance of infrastructure include but not limited to the following:

- Full Time Equivalent (FTE) per 1,000 population of the community in relation to infrastructure maintenance staff
- A ratio of lane miles of roadway in comparison to the engineering employees needed
- Amount of developed acreage and infrastructure and needed maintenance employee
- Dependent on services offered/available to the public, workload requirements, public interaction, required turn-around times, maturity and experience of the current staff

Comparative survey results

As stated, the Village of Tinley Park currently employs one (1) FTE assigned to engineering in 2019. Prior to 2019, external, consulting engineer firms managed all of this responsibility. Engineering continues to outsource a majority of the design work to the consulting engineers.

Based on the current staffing level, Tinley Park has .018 FTEs in their engineering per 1,000 population. As seen in *Figure 8*, average staffing for engineering in the comparable communities is .07 FTEs per 1,000 population with Oak Park having the

highest staffing level at .17 FTEs per 1,000 population and .02 FTEs in Tinley Park, Oak Lawn, and Orland Park with the lowest staffing levels. For Tinley Park to match this average, it will be necessary to employ at least three (3) more additional engineering employees.

Although additional engineering work performed in-house could lessen dependency on outside consultants, we believe that the use of a balanced amount of both will offer the Village the most return on investment and is a good way to address peak workloads while maintaining staffing levels.^{iv}

Community	Population	Engineering FTEs	Ratio
Homewood	18,885	1	0.05
Mokena	20,375	2	0.10
Park Forest	21,429	1	0.05
Villa Park	21,695	3	0.14
Lisle	23,394	1	0.04
Westmont	24,647	1	0.04
New Lenox	26,780	1	0.04
Lombard	44,523	4	0.09
Oak Park	52,265	9	0.17
Mount Prospect	54,198	4	0.07
Oak Lawn	55,511	1	0.02
Tinley Park	56,204	1	0.02
Orland Park	58,312	1	0.02
		Mean	0.07

FIGURE 8: ENGINEERING STAFF PER 1,000 POPULATION

Comparative consulting engineer results

With the addition of the in-house Village Engineer and the extensive history of consulting engineer project management with similar qualities, we were able to utilize costs and create comparables. Establishing the guidelines where we (VoTP) are able to engineer, bid, manage and complete projects within our capabilities, we documented all the past and possible “billable” hours that the consulting engineers previously invoiced and compared to the actual or forecasted costs as realized by our staff to create the table as seen in *Figure 9*. These comparisons are useful in better understanding where hiring a qualified, professional engineering team will offer extensive savings and typically, an in-house staff will offer a higher quality of service to the Village’s residents ultimately meeting the same service level definitions.

<u>Potential & Current In-House Engineering Cost Savings to the Village</u>		
	<u>Projects</u>	<u>Cost Savings</u>
1	2019 Streambank Stabilization - Phase II (3%)	\$13,690.50
2	Municipal Parking Lot Resurfacing- Phase I, II & III (10%)	\$28,013.70
3	PCC Flatwork, Curb Repair and Calcium Chloride Tank -Phase, I, II & III (10%)	\$3,265.45
4	2019 Sidewalk Gap Program	\$2,690.75
5	2019 PMP (if done in-house)	\$347,126.98
6	159th-179th Bike path - Phase III (if done in-house with on-staff field engineer) (3%)	\$4,945.75
7	North Street Reconstruction - Phase III (if done in-house w/ on-staff field engineer) (3%)	\$35,480.61
8	183rd Street and OPA Multi-Use Path-Phase III (if done in-house w/on-staff field engineer) (3%)	\$10,807.41
9	Crack-sealing Project - Phase III (if done in-house w/ on-staff field engineer) (3%)	\$3,757.20
Total		\$449,778.34

Overall Cost Savings	\$660,685.84
Village Engineer Salary	\$120,349.00
Difference (Cost Savings to Village)	\$540,336.84

FIGURE 9: IN-HOUSE ENGINEER PROJECT SAVINGS AND POTENTIAL

As the table above shows, the potential of savings by adding a field engineer to the staff, because the salary rate has yet to be established it does not account for those costs. To assist in the justification of the in-house engineering staff the comparables of Tinley Park labor to previous consulting engineering costs have been completed for the first six (6) months of 2019 at a realized savings of over \$210,000.

Engineering Staff Recommendations

Recommend increase of staff by one (1) Field Engineer.

- Responsible for the day-to-day field inspections as prescribed by management of the engineering staff.
- Field project management and development review.
- Assists with oversight of the Village's annual maintenance contracts related to streets and sidewalks.
- Member of the Traffic Advisory Committee, which approves sign requests, crosswalks, site distance, etc.
- Provides field oversight to the completion and final inspections/punch list reviews of all capital improvement projects for the Village of Tinley Park including streets, drainage, and bridge projects.
- Assists and recommends maintenance regarding the Village's Pavement Management Program (PMP).
- Entering weekly project updates into SharePoint

Public Works Clerical Staff

Introduction

The Administrative Staff and Clerks of Tinley Park Public Works Department maintain the majority of administrative data both internally and externally as communicated to residents of the Village with a staff separated into two locations. The staff located at the Village Hall consists of a team of seven (7) staff members, which includes one (1) Office Coordinator, three (3) FTE Clerks and three (3) PTE Clerks. In addition to this staff, a team of five (5) assigned to the Public Works Garage, the Division also utilizes one (1) Utility Billing Technician, one (1) Work Order Technician, one (1) PTE Work Order Clerk, and two (2) FTE Clerks. A summary of the larger responsibilities of this department include:

Departmental responsibilities of our clerks include but are not limited to:

- Answer all incoming internal (PD, Fire, Building, ETC.) Public Works related calls/emails
- Answer and respond to all incoming resident Public Works related calls/emails
- Report maintenance related issue in the Village to the responsible department
- Resident follow up on status of reported maintenance related issues
- Creating, updating, and finalizing all resident Utility Billing Accounts
- Reading resident water consumption/answering consumption questions and disputes
- Processing all Utility Billing related property bankruptcies and foreclosures
- Entering, updating, and maintaining the clerical level of Cartegraph work order system entries
 - 1,867 – Total Public Works maintenance requests created by PW clerks in 2019

- Maintaining JULIE ticket Cartegraph integration entries assigned to responsible department and Public Works utility locator.
 - 7,351 tickets submitted, monitored, assigned in 2019
- Maintain all Public Works property claim data resulting from public damage to Village owned property and invoicing property damage to responsible party
- Tracking and communicating all resident reported issues regarding contractor projects – (i.e. Pavement Management Program, Tree Planting, Landscape Maintenance, Sidewalk Repairs)
- Management of all delinquent Utility Billing Accounts including delinquency notification, utility termination data and notification, utility enforced property lien

Additionally, our Village Utility Billing Technician and Work Order Technician are part of our administrative staff. The main processes these positions are responsible for and additional responsibilities per management request are as follows:

Utility Billing Technician

- All water consumption reads
- Cycle read data inputted in Utility Billing Accounts
- Monitoring continuous consumption and high use for resident notification
- Generating Utility Billing Accounts sent out for payment - 22,000 active accounts
- Generating all Penalty Bills for Utility Billing Accounts
- Generate all manual billings
- Confirmation of electronic billing accounts
- Updating all billing rate changes for accounts
- Adding and removing all fees associated with billing accounts
- All meter data updated, imputed and altered in meter inventory

Work Order Technician

- Maintenance of all work order data including maintenance requests, employee assigned tasks and internal data communication via work order system – over 12,000 entries for 2019
- Process and create all Public Works labor, asset and maintenance reports
- Creation of all automations and notifications for internal work flow and asset tracking
- Creation of employee work order system log in credentials and pay rate changes
- Continued asset maintenance scheduling and updating
- Asset creation and data input
- Contractor reports via Public Works inspection data

Staffing guidelines

Typically, when benchmarking administrative personnel, it is relative to the total department size. This is largely due to the level of administrative support required to procure outsourced services and manage day-to-day operations. Analysis of the proper amount of clerical or support staff can be achieved in many ways. One analysis would summarize daily operations into individual operational times, summarize totals and consider time spent vs. time needed to create the summary of employees needed. This task is tedious to properly accomplish and for the needs of this report, a standard of ratio to FTE maintenance staff will be utilized. A benchmark seen in communities where clerical comparisons were analyzed as administrative support staff in relation to full time maintenance employees was one (1) clerical staff to each 5.3 to 9.8 FTE maintenance staff.^v Tinley Park Public Works currently utilizes roughly one (1) FTE clerical staff to ten (10) FTE maintenance staff. This ratio does not consider the separation of employees into two (2) locations (Village Hall, Public Works Garage) and the higher demand of customer service-based operations seen at the Village Hall. Based on this

guideline, the Department does not have sufficient administrative support staff. Therefore, most management level employees perform administrative tasks such as copying, filing and scheduling. This indicates that employees are not being used to their best and highest potential and are spending time focusing on tasks outside their essential job functions. Additionally, the high number of contracts administered and managed within the Department requires that staff spend significant time performing procurement related tasks. Staff time should be freed up to focus on the essential duties within each position description.

Comparative survey results

Understanding that comparing public works clerical duties across communities is a very difficult task especially when each community tasks their employees with a range of different responsibilities. One common comparable that we were able to make in regards to clerical duties is the time recorded when operating the phone. As seen in *Figure 10*, the telephone usage in 2019 for the Village Hall was documented by sections into the total number of calls inbound and outbound. The chart categorizes ranges of phone numbers into this report. As shown, the number of phone calls that the 5000-5099 series of phones utilize show only 18% more than the seven (7) extensions in Public Works. This usage of phones by the Public Works team assigned to the Village Hall is further broken down in *Figure 11*. These reports further illustrate that in some circumstances as seen in *Figure 11*, with extensions 5503 and 5506, a PTE Clerk could easily have over 20% of their annual time spent on the phone and not available for other departmental functions.

Extension	Total
Admin/Clerks	22,933
Comm. Dev.	11,664
PW @ VH	13,808
TOTAL	48,405

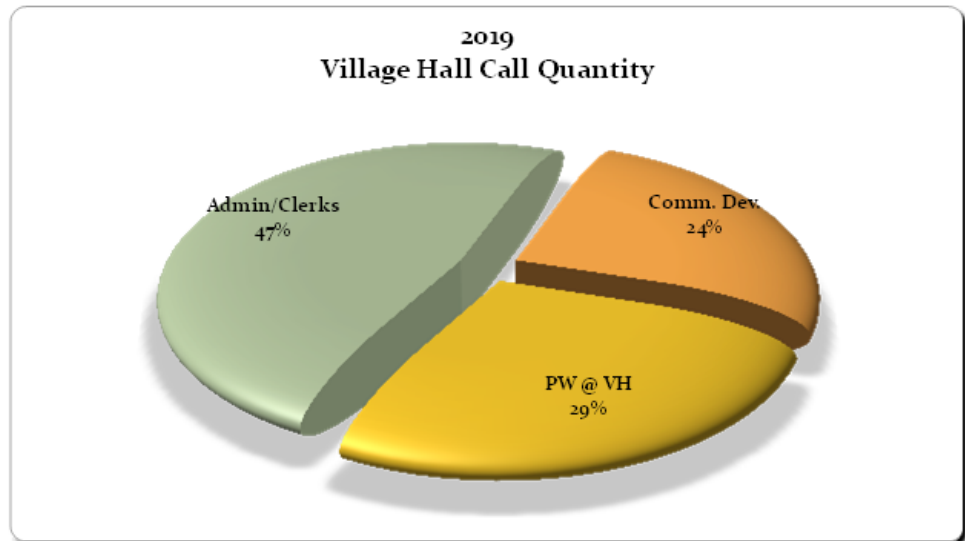


FIGURE 10: 2019 VILLAGE HALL TELEPHONE USAGE BY DEPARTMENT

Extension	Minutes
5501	3,359
5502	7,472
5503	13,021
5504	9,465
5505	2,942
5506	9,163
5514	967
TOTAL	46,389

Public Works VH Incoming PW Group	Minutes
5500	36,018

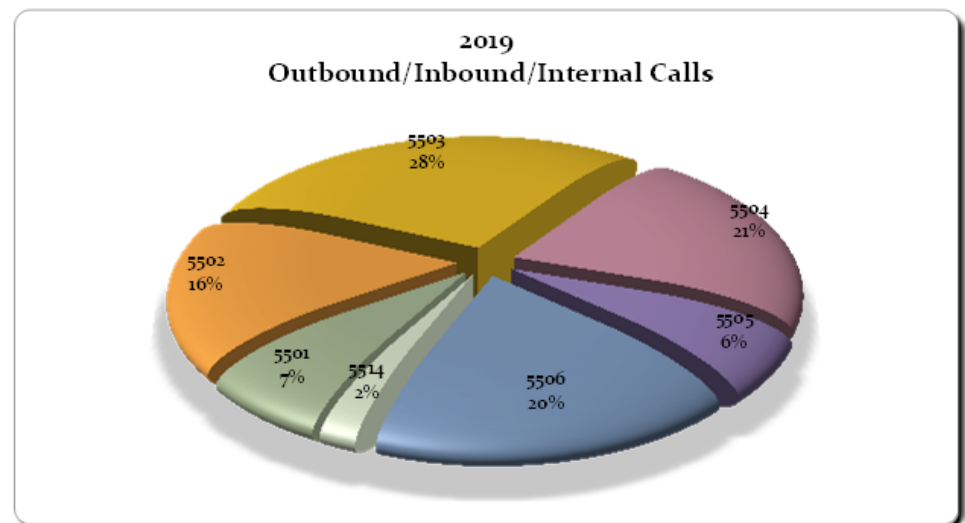


FIGURE 11: PUBLIC WORKS-VILLAGE HALL PHONE USAGE BY EXTENSION

Public Works Clerks Recommendations

Recommend adjustment of staff time-equivalents.

- With the recent addition of an automated radio-read water meter system, the need for physical staff to read water meters was eliminated. This reduction will offset the hourly salary cost of transferring a PTE Clerk to a FTE Clerk.

- This adjustment of staffing would help with expediting specific work flow and turnaround time for certain responsibilities.
- This will significantly be increasing the amount of water consumption notifications that we are able to offer to our residents. Offering an increase of customer service types of calls like notifications of continued consumption, high use and following up with residents and businesses that have previously had issues with water consumption. It is not feasible or logistically possible to monitor every residents' high-water consumption and notify them of a possible issue. But, with our new report writing via Sensus software we receive large lists of actionable data and the addition of those positions would significantly increase the options available in terms of what we can communicate to residents.
- These recommended adjustments would also help relieve individual burdens and turnaround time of both locations (Village Hall & Public Works Garage).
- Currently the Office Manager is assisting heavily with clerical duties instead of operational and administrative tasks,
 - Bill allocation
 - Change of use for property purchases
 - Bankruptcy
 - Property claims
 - Lien processing
- Some of the administrative responsibilities are lengthy, time consuming processes. Staff are frequently pulled away to assist window traffic and phone calls as that is the highest priority. With the current operations, it is not a benefit to invest training PTE staff in these lengthy workflows as they are not present enough to perform the tasks and execute the internal and external follow up that is required.

Summary of Recommendations and Implementation Process

Operational Adjustments

- Utilization of cost savings from in-house engineering to fund added position of Field Engineer and additional Maintenance Technicians.
- Due to size and maintenance requirements of infrastructure and span of control that is currently exceeded, create additional Water Department Foreman / Lead Water Operator.
- Reduction of Seasonal 1 positions into Seasonal 2 employees to offset costs and improve productivity.
- Utilization of funds from recent elimination of Meter Readers to offset costs to transfer current Part-time Clerk into FTE Clerk
- Annual increase in staffing where shown as needed by performance measures and ability to meet departmental maintenance goals.

Discussions of Cost Savings

- The savings of creating an in-house Staff Engineer has shown a large scale of savings over previous years of hiring this work out to consulting engineers. With the addition of a Field Engineer, these savings will continue to increase, further demonstrating this theory. It is our recommendation to utilize the realized savings from projects and engineering efforts to fund a portion of the recommended adjustments to staffing.

Summary

The following recommended initiatives will provide greater utilization of Public Works staffing to improve maintenance and management of Tinley Park's infrastructure.

1. Addition of one (1) Field Engineer will increase in-house project management and allow for decrease in consulting engineering costs to offset staffing increases.
2. Redefine assignments of current Water & Sewer Department Foreman to two (2) Foremen. Assigned as "Water Systems Foreman" and "Utility Maintenance Foreman" directly supervised by the Water & Sewer Superintendent.
3. Addition of twelve (12) Maintenance Technicians throughout Public Works to improve the ability to maintain Tinley Park infrastructure.
4. Current fleet requires the need for proper equipment to staff ratio. Increase staff by one (1) Mechanic and one (1) Seasonal 2 to assist with shop tasks, further improving Mechanic efficiencies.
5. Transition of Seasonal 1 positions to Seasonal 2 with addition of one (1) Seasonal 2 position to Street Department. This will allow for an entry level, apprentice type program to as recommended for implementation.
6. With recent removal of multiple Meter Reader positions, it has increased need for staff time with office duties. Offset meter reader and part-time pay scales to transfer two (2) Clerks to FTE.
7. The increased need for conducting and preparing operational and procedure documentation to assist the management of Public Works calls for the implementation of an internal Management Analyst. This will increase Public Works capabilities in operating more efficiently and effectively. Responsibilities would include conducting studies, evaluations, design systems and procedures, benchmarking data analysis, and assist the Director to create methods for work simplification and measurement.

Proposed Staffing – 5 Year Plan

Implementation of the above recommended staffing should assist with maximization of Public Works potential for Tinley Park as currently evaluated. Public Works anticipates these departmental needs can be met and maintained over the next 5 years with staffing adjustments as follows.

Year	Staff Addition	Note
FY 20/21	1-Field Engineer* 1-Maintenance Technician (Streets)* 1-Foreman (Water Distribution) * 1-Seasonal 2 (Mechanics)	
FY 21/22	1-FTE Clerk* 1-Maintenance Technician (Water)* 1-Seasonal 2 (Streets)	Clerk will be transferred position from PTE to FTE with cost offset from eliminated Meter Readers.
FY 22/23	2-Maintenance Technician (Water)* 1-Maintenance Technician (Streets)	
FY 23/24	2-Maintenance Technician (Streets/Electrical) * 1-FTE Clerk	Clerk will be transferred position from PTE to FTE.
FY 24/25	1-Management Analyst 1-Maintenance Technician (Water)* 1-Mechanic	
>FY 24/25	Continue to increase Maintenance Technician count to match recommended standards.	

* denotes recommended priority

References

- i Burchell, R. W., & Listokin, D. (2012). *The Fiscal Impact Handbook*. New York: Transaction Publishers.
- ii Zimmerman, G. (2017, November 21). *Facility Staffing Levels: Maintenance, Custodial, and Grounds Care*. Retrieved from facilitiesnet: <https://www.facilitiesnet.com/facilitiesmanagement/article/Facility-Staffing-Levels-Maintenance-Custodial-and-Grounds-Care--17471>
- iii Bibona, S. (2011, January 10). How to Calculate Technician-to-Vehicle Ratios. Government Fleet, pp. 1-5.
- iv Klumpp, S. G. (2014, January 24). *Operational Review*. Marshfield: Springsted Incorporated.
- v Virchow Krause, L. (2016). *Operational and Organizational Assessment of the Public Works Department*. Goleta: Baker Tilly International.



Interoffice Memo

Date: February 4, 2020

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Smoke/Dye Testing and Manhole Inspections under 2018-RFP-005 Renewal

Presented for February 11, 2020 PW Committee / February 18, 2020 Village Board Meeting agenda consideration and action.

Description: This project consists of smoke testing sanitary sewers in the areas of the Village considered to be high risk for inflow and infiltration of ground water. Smoke testing helps to identify defects in the sanitary sewers that can allow ground water to infiltrate the sanitary system.

Background: The desired work was spelled out in an RFP to seek qualified contractor proposals to perform the testing and inspection of the sanitary sewer system in the areas labeled as high risk for inflow and infiltration. The RFP proposed that the awarded contract would be written for one (1) year, with an option to extend for two (2) years.

The initial project entailed performing approximately 77,000 linear feet of smoke testing in designated sanitary sewers. This year's project will include smoke testing approximately 140,000 linear feet of sanitary sewers.

Inspections will also be completed on approximately 700 manholes. Some inspections are required to be done during smoke tests, remaining to be done after the smoke tests are completed. A Manhole Assessment and Certification inspection report will be prepared summarizing the findings of any identified defects as well as general information.

Dyed-Water Flooding and Televising may be required on designated storm lines setups where smoke testing identified that a direct or indirect cross connection exists. Any of this work will require coordination with Village staff prior to being undertaken.

Contractor:	Location:	Proposal
Sewer Assessment Services	Schaumburg, IL	\$98,546.72

Staff Direction Request: Approve the contract renewal to Sewer Assessment Services, LLC for sanitary sewer investigations in the amount of \$98,546.72. The original contract provides for the possible extension of services for two additional one-year periods at the Village's option with a three percent (3%) annual increase. This extension will be year two (2) of a possible three (3) year contract.

Attachments:

- 1) Engineer's Letter of Recommendation
- 2) Contractor Letter of Continuation
- 3) Project location map



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

February 4, 2020

Village of Tinley Park
Department of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Attention: Colby Zemaitis, PE, CFM
Village Engineer

Subject: Sanitary Sewer Inflow and Infiltration (I/I) Investigations
RFP #2018-RFP-005
2020 Contract Renewal Recommendation
(CBBEL #160373.00002)

Dear Mr. Zemaitis,

Christopher B. Burke Engineering, Ltd. (CBBEL) understands that the Village would like to renew its contract with Sewer Assessment Services, LLC (SAS) for smoke testing, manhole inspection and dyed water flooding services. The original contract executed by the Village and SAS (dated June 15, 2018) was for the smoke testing of 77,000 lineal feet of Village sanitary sewers plus various setups for dyed-water flooding to investigate infiltration and inflow (I&I) into the Village's sanitary sewer system. The contract included the option to renew the contract with a pre-determined cost increase.

SAS completed the original contract to the satisfaction of the Village and the cost of the work was well below the project budget. The deliverables prepared by SAS were found to be sufficient and provided necessary information for the Village to continue long-term planning of maintenance and potential capital projects for the sanitary system.

If a renewal is approved, the Village has indicated that they would like to focus on an area in the northwest part of the Village which will be divided into two areas; a Primary and Alternate Area. Smoke testing and manhole inspection will be completed for the entire Primary Area, and if budgets allow, the Village will authorize SAS to continue the work in the Alternate Area. Maps of the Primary and Alternate Areas have been included for your reference.

Per the Village's GIS data, the Primary area contains approximately 113,527 lineal feet of various size sanitary sewers and the Alternate Area contains approximately 26,735 lineal feet. In accordance with the original contract with SAS, a 3% cost increase can be included for each renewal year (2 years maximum). Estimated costs for this project can be seen below.

Pay Item	Units	Quantity	Unit Price	Total Price
Smoke Testing				
Smoke Testing (Primary Area)	LF	113,527	\$0.56	\$ 63,575.12
Smoke Testing (Additional Area)	LF	26,735	\$0.56	\$ 14,971.60
Dyed-Water Flooding*				
Catch Basin Leads	EACH		\$206.00	
Storm Line Setups (8"-12")	EACH		\$600.00	
Storm Lead Setups (15"-33")	EACH		\$950.00	
Storm Lead Setups (36"-48")	EACH		\$1,545.00	
Ditch Line Setups	EACH		\$750.00	
Dyed-Water Flooding Not-to-Exceed Total**				\$ 20,000.00
Estimated Renewal Total				\$ 98,546.72

*Updated unit prices provided by SAS February 4, 2020 – Prices assume Village will perform necessary Televising

**Contingency

CBBEL has reviewed the original contract between the Village and SAS, along with the deliverables from SAS's previous work for the Village and find it acceptable to renew the contract for additional work in the Village. CBBEL recommends renewing the contract with the 3% cost increase to complete smoke testing, manhole inspections and dyed-water flooding (as-needed) in the Primary area, with the option to include the Alternate area if budgets allow. If approved, it is recommended that a contingency be added into a not-to-exceed price to cover costs for any additional sanitary sewer footage not represented in the GIS data. This situation occurred during the 2019 contract work.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,



Alex Schaefer, PE
Project Engineer

Enclosure as Noted

cc: John Urbanski – Tinley Park Public Works
Joe Fitzpatrick – Tinley Park Public Works
Ken Howard – Tinley Park Public Works
Andrew Pufundt – CBBEL

SEWER ASSESSMENT SERVICES, INC.

908 Albion Ave. Schaumburg, IL 60193

Phone: (224) 520-8818 (630) 398-9161 (c)

Email: albertkner@gmail.com

February 4, 2020

Village of Tinley Park
Department of public Works
7980 W. 183rd St.
Tinley Park, IL 60477

Attention: Mr. Colby Zemaitis, PE
Village Engineer

Re: Sanitary Sewer Inflow and Infiltration Investigations (I/I)
RFP#2018-RFP-005
Contract Renewal

Dear Mr. Zemaitis,

Sewer Assessment Services, LLC (SAS) is interested in renewing the referenced project for 2020. The original contract dated June 15, 2018 was for smoke testing an estimated 77,000 linear feet of sanitary sewer for the unit price of \$0.54 a foot. A Level 1/2 (blended) Manhole Assessment and Certification Program (MACP) inspection and a GPS location was to be taken of all affected manholes as part of that fee. SAS actually tested 93,110 feet, an additional 20%. Based on the smoke testing results, any storm connections suspected of having a cross connection to the sanitary sewer were to be dyed water flooded (DWF) and televised by National Power Rodding (NPR) for the following amounts:

Catch basin leads	\$ 200.00 each
Storm line segments (8" to 12")	\$1,100.00 each
Storm line segments (15" to 33")	\$1,300.00 each
Storm line segments (36" to 48")	\$1,500.00 each
Ditch line Setups	\$1,100.00 each
Sewer Cleaning and Televising	\$3.00 per LF

The above DWF and televising prices were provided by NPR, but there were only a few segments needing to be televised. SAS flooded some of those with the Village televising the lines instead of NPR to lower costs.

It is assumed that NPR will not take part in this contract renewal. In fact, if SAS performs any DWF while the Village performs the televising, SAS will perform the DWF at the following fee schedule:

Tinley Park 2020 Contract Renewal

Catch basin leads	\$ 206.00 each
Storm line segments (8" to 12")	\$ 600.00 each
Storm line segments (15" to 33")	\$ 950.00 each
Storm line segments (36" to 48")	\$1,545.00 each
Ditch line Setups	\$ 750.00 each

Per the original contract, SAS is asking for a 3% increase in the smoke testing price. The estimated cost for the proposed 2020 project is as follows:

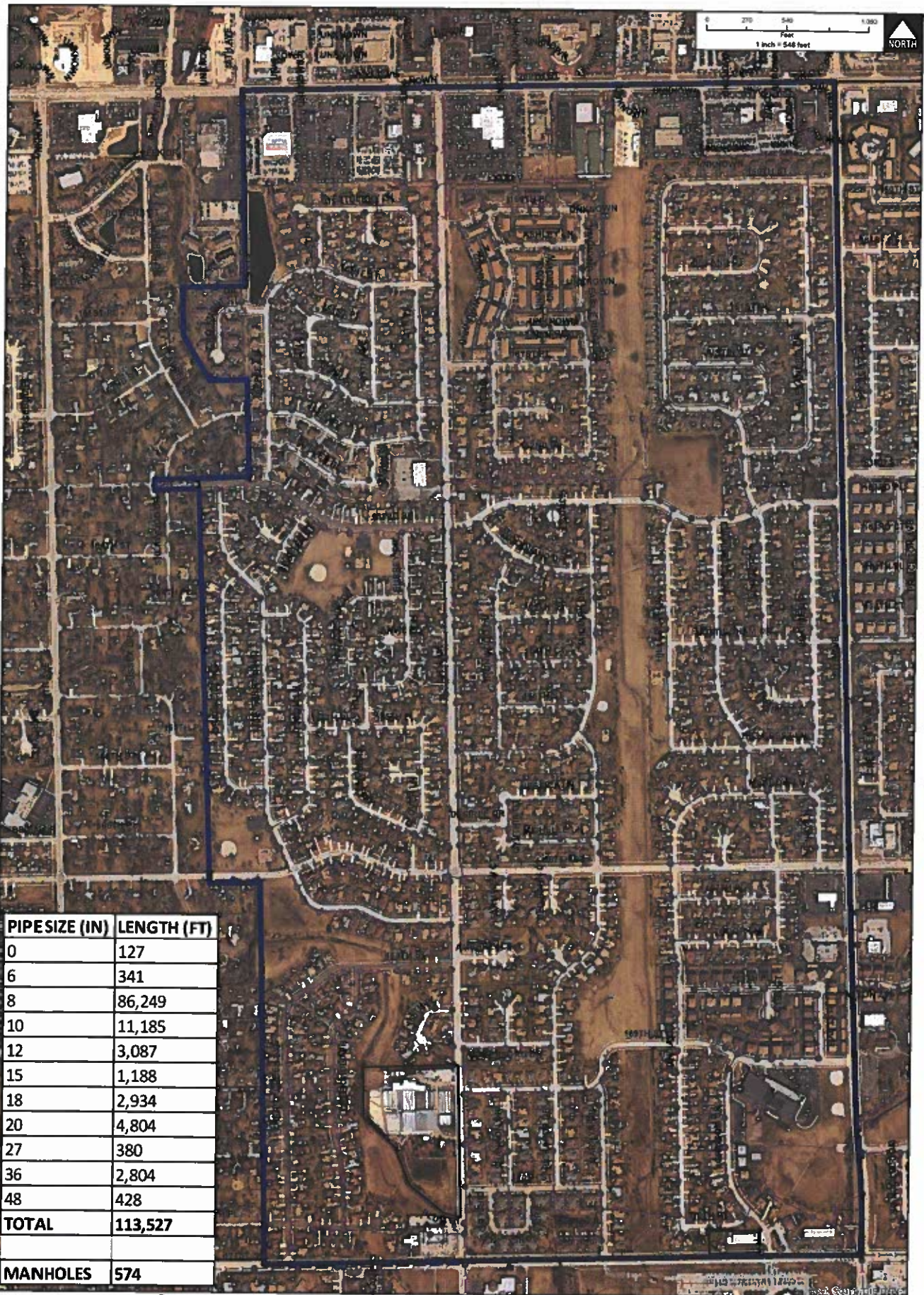
Smoke Testing Primary Area 113,527 LF at \$0.56 per foot	\$63,575.12 total
Smoke Testing Additional Area 26,735 LF at \$0.56 per foot	\$14,971.60 total
DWF and Televising Not-to Exceed Cost	\$20,000.00
Total Project Cost	\$98,546.72

SAS would be able to initiate the smoke testing project in May or June with the manhole inspections and GPS work starting earlier if weather allows.

Respectfully Submitted,
SEWER ASSESSMENT SERVICES, LLC



Allan J. Berkner, P.E.



PIPE SIZE (IN)	LENGTH (FT)
0	127
6	341
8	86,249
10	11,185
12	3,087
15	1,188
18	2,934
20	4,804
27	380
36	2,804
48	428
TOTAL	113,527
MANHOLES	574

CLIENT:



TITLE:

2020 SMOKE TESTING PRIMARY AREA

PROJ. NO. 160373.00016

DATE: 01/28/2020

SHEET 1 OF 1

DRAWING NO.

EXH



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 • Rosemont, Illinois 60018 • (847) 823-0500

DSGN	DRW	SCALE	1:6,548
OWN	CHKD	AUTHOR	
FILE		PLOT DATE	1/28/2020
Sanitary Smoke Testing Primary Area			



PIPE SIZE (IN)	LENGTH (FT)
8	17,944
10	4,704
24	342
27	3,745
TOTAL	26,735
MANHOLES	125

CLIENT:



TITLE:

2020 SMOKE TESTING ALTERNATE AREA

PROJ. NO. 160373.00016

DATE: 01/28/2020

SHEET 1 OF 1

DRAWING NO.

EXH



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1.3, 829
DWN.	DRW	AUTHOR:	
CHKD.		PLOT DATE:	1/28/2020
FILE:	Sanitary Smoke Testing Additional Area		

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Sewer Assessment Services** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **ninety eight thousand five hundred forty six and 72/100 Dollars (\$98,546.72)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Sewer Assessment Services

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Sewer Assessment Services

Name of Contractor (please print)

Submitted by (signature)

Title

CONTRACTOR NAME

BY: Sewer Assessment Services

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)

Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice Memo

Date: February 5, 2020

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Post 3 (7350 175th Street) Electrical Improvements

Presented for February 11, 2020 PW Committee / February 18, 2020 Village Board Meeting agenda consideration and action.

Description: This project includes the replacement of the control panel and upgrading the outdated electrical components currently in use at Post 3 storm water lift station (7350 175th Street).

Background: Public Works contracted Christopher Burke Engineering to engineer the plan and specifications to improve the functionality of the Post 3 storm water lift station located at 7350 175th Street. The outdated control panel currently being used has caused issues running the station. The new control panel will increase the life expectancy of the pumps, while improving the efficiency of the lift station. When the control panel is replaced, any unnecessary wiring will be removed and various other electrical issues will be resolved.

<u>Contractor:</u>	<u>Location:</u>	<u>Cost:</u>
AMS Mechanical Services	Woodridge, IL	\$126,870
Airy's Inc.	Tinley Park, IL	\$148,586

Budget/ Finance: Funding in the amount of \$127,900.00 is requested in the FY2021 Budget.

Staff Direction Request: Approve awarding the contract to perform control panel replacement and electrical improvements at Post 3 storm water lift station (7350 175th Street) to AMS Mechanical Services in the amount not to exceed \$126,870.00.

Attachments:

- 1) Bid Tabulation
- 2) Engineer's Estimate
- 3) Engineer's Letter of Recommendation
- 4) Service Contract



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 4, 2020

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Attention: Mr. Joe Fitzpatrick

Subject: Bid Review
Improvements at the Post 3 Storm Water Pump Station
Village of Tinley Park
(CBBEL Project No. 16-0373.00006)

Dear Joe:

Two bids for the subject project were received and opened on February 4, 2020 shortly after 10:00 a.m. in the Village of Tinley Park Council Chambers. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Total Bid
AMS Mechanical Systems, Inc.	\$126,870.00
Airy's, Inc.	\$148,586.00
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$137,800.00</i>

Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications, and acknowledged/incorporated Addendum No. 1 in their respective bids. We believe that both companies are qualified to perform the work.
2. There were no bid conditions listed on the deviations and substitutions supplement to the Bid Form for any of the bidders.
3. CBBEL recommends that the Village award a contract in the amount of \$126,870.00 to AMS Mechanical Systems, Inc. for the subject project as they appeared to have provided the lowest responsible bid and are considered to be qualified to perform the work.

4. The completion date of the project is September 1, 2020. The anticipated start date is approximately March 1, 2020. The lead time for the equipment is typically 12 – 16 weeks which would result in a work start date of approximately June 15, 2020.

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

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being the most prominent parts.

John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/pjb

N TINLEYPARK\160373.00006\ADMIN\L1.020420.docx

VILLAGE OF TINLEY PARK

CBBEL PROJECT NO. 160373.000006

FEBRUARY 4, 2020

[illegible]

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and AMS Mechanical Services (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred twenty six thousand eight hundred seventy and 00/100 Dollars (\$126,870.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

AMS Mechanical Services

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

AMS Mechanical Services

Name of Contractor (please print)

Submitted by (signature)

Title

CONTRACTOR NAME

BY: AMS Mechanical Services

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

Date

ATTEST:

Village Clerk

(required if Contract is \$20,000 or more)

Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice Memo

Date: February 5, 2020
To: Public Works Committee
From: Colby Zemaitis, PE, CFM – Village Engineer
Subject: Intergovernmental Agreement with MWRD and Award to Low Bidder

Prepared for February 11, 2020 Public Works Committee Meeting and February 18, 2020 Village Board Meeting for consideration and possible action:

Description: The Village has been presented an IGA from Metropolitan Water Reclamation District of Greater Chicago (MWRD) for the construction and maintenance of the Midlothian Creek Streambank Stabilization Project.

The plans and specifications were prepared by MWRD and entail stabilizing approximately 495 feet of the Midlothian Creek between 66th Court and Hickory Street; stabilizing approximately 80 feet of the creek near Scott Court and establishing and maintaining the vegetation to prevent future erosion and public safety issues.

The service contract was advertised in the local newspaper and on Quest CDN in accordance with State bidding laws.

The bid opening for this project was on October 2, 2019 and three (3) sealed bids were received. The bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
Nettle Creek Nursery	Morris, IL	\$706,000
Misfits Construction Co.	Chicago, IL	\$984,000
Foundation Mechanics, LLC	Des Plaines, IL	\$1,540,000

Low bid by Nettle Creek Nursery was withdrawn by the Contractor. The Village has done research on Misfits Construction Co., met with them during the mandatory Technical Pre-Bid Conference and Pre-Bid Site Walk-through, spoken with them to discuss their approach in performing this Work as well as made aware that they performed a project in Lockport (Milne Creek Streambank Stabilization Project) which received an Environmental Project award from APWA . All of this acquired information appears to make them a credible, trustworthy Contractor.

The total cost breakdown for the IGA is as follows:

TOTAL PROJECT COST: \$984,000

The District will provide Cost Proposal A + Cost Proposal B: - \$749,000

The District will provide 50% of the cost Cost Proposal C
for the Work at Scott Court (\$235,000): - \$117,500

The Village of Tinley Park's portion: \$117,500

The total project cost will be \$984,000 with the District providing a reimbursement of \$866,500 and the Village providing \$117,500.

Staff Direction Request:

1. Approve IGA between the Village and MWRD and direct to Village Board for approval.
2. Approve the bid and award this project to Misfits Construction Co. in the amount of \$984,000 with \$866,500 being reimbursed from MWRD and direct to the Village Board for approval.
3. Direct Staff as necessary.

Attachments:

1. Intergovernmental Agreement with MWRD
2. Cost Proposal Breakdowns
3. Copy of handout from 2020 APWA Awards Luncheon



2020 Awards Luncheon

Patrick Haley Mansion

Joliet, Illinois

Agenda:

11:30 am to 12:00 pm - Social Time

12:00 pm to 12:10 pm - Outgoing President Recognition

12:10 pm to 1:00 pm - Lunch

1:00 pm to 2:30 pm - Awards Presentation

Awards Committee Chairman - Scott Threewitt

2020 APWA Officers

President - Ryan Anderson Vice President - Arlan Schattke

Secretary - Eric Neubauer Treasurer - Amy Wagner

Chicago Metro Chapter Awards Luncheon

March 13th, 2020

Medinah Banquets

500 Shriners Drive

Addison, Illinois

2020 Individual Award Winners

Samuel A. Greeley Award

Mr. Michael Eulitz

City of Joliet - Public Assets Supervisor

Award of Merit

Mr. John Hannon

Village of Plainfield - Grounds Maintenance Equipment Operator

2020 Project Award Winners



Technical Innovation

North Street Reconstruction -

Oak Park Avenue to 173rd Street

Village of Tinley Park

Robinson Engineering, Ltd.



Environment less than \$5 Million

Milne Creek Streambank

Stabilization

City of Lockport

Hampton, Lenzini and Renwick, Inc.

2020 Project Award Winners



Transportation less than \$5 Million
 Ravinia Avenue Roundabout and Village Hall
 Complex Improvements
 Village of Orland Park
 Strand Associates, Inc.



Structures less than \$5 Million
 Pace Park-n-Ride Facility
 Village of Plainfield
 Baxter & Woodman, Inc.



Transportation \$5 Million to \$25 Million
 City of Lockport Downtown Streetscape
 City of Lockport
 V3 Companies, Ltd.

2020 SOUTHWEST BRANCH AWARDS LUNCHEON

January 8th, 2020



Formal Contract Proposal for

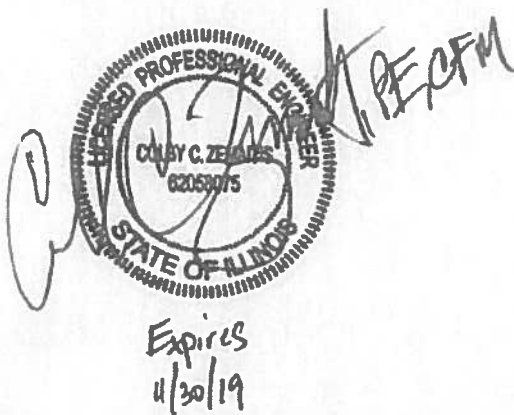
**Streambank Stabilization Project on Midlothian Creek,
Little Calumet River Watershed**

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:Tinley Park Village Hall
Bid Deposit: 10% of the Amount of Bid
Performance Bond: 100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Proposal Submitted By:

NETTLE CREEK NURSERY, INC.

Contractor's Name

320 OTTAWA ST.

Street

MORRIS

City

IL

State

60450

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 406,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>98,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>98,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>98,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>98,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>98,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 186,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item:

\$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 706,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**



Formal Contract Proposal for

Streambank Stabilization Project on Midlothian Creek, Little Calumet River Watershed

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:Tinley Park Village Hall
Bid Deposit:10% of the Amount of Bid
Performance Bond:.....100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Expires
4/30/19

Proposal Submitted By:

Misfits Construction Company

Contractor's Name

233 South Wacker Drive, Suite 8400

Street

Chicago

IL

60606

City

State

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 324,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>100,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>100,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>100,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>50,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>75,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 205,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item: \$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 984,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**



Formal Contract Proposal for

**Streambank Stabilization Project on Midlothian Creek,
Little Calumet River Watershed**

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:Tinley Park Village Hall
Bid Deposit: 10% of the Amount of Bid
Performance Bond:..... 100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000



Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Expires
11/30/19

Proposal Submitted By:

Foundation Mechanics LLC

Contractor's Name

2860 South River Road, Suite 120

Street

Des Plaines

City

IL

State

60018

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 1,295,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>500,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>250,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>200,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>150,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>150,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 260,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item:

\$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 1,540,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**



Formal Contract Proposal for

Streambank Stabilization Project on Midlothian Creek, Little Calumet River Watershed

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:Tinley Park Village Hall
Bid Deposit:10% of the Amount of Bid
Performance Bond:100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Expires
11/30/19

Proposal Submitted By:

Misfits Construction Company

Contractor's Name

233 South Wacker Drive, Suite 8400

Street

Chicago

City

IL

State

60606

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 324,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>100,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>100,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>100,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>50,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>75,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 205,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item:

\$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 984,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL
MAINTENANCE OF THE STREAMBANK STABILIZATION PROJECT ALONG
MIDLOTHIAN CREEK IN TINLEY PARK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (“MWRDGC”) and the Village of Tinley Park, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (“Village”). Together, MWRDGC and the Village may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, the Act further authorizes MWRDGC to assume responsibility for maintaining any stream within Cook County;

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain sewers within its corporate limits; and

WHEREAS, the Village is a home rule municipality and as such may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Midlothian Creek headwaters start near west of 84th Avenue and 175th Street extending to the confluence with the Little Calumet River and a segment of Midlothian Creek is located within the corporate limits of the Village; and

WHEREAS, active streambank erosion is threatening structures, infrastructure and public safety along a portion of Midlothian Creek within the corporate limits of the Village; and

WHEREAS, stabilization of that streambank would provide increased protection of structures, infrastructure and public safety from imminent risk; and

WHEREAS, MWRDGC will provide completed design drawings and specifications for Streambank Stabilization on Midlothian Creek for the location between 66th Court and Hickory Street; and

WHEREAS, the Village, as depicted in Exhibit 1, intends to (1) stabilize approximately 495 linear feet of Midlothian Creek between 66th Court and Hickory Street; (2) stabilize approximately 80 linear feet of Midlothian Creek near Scott Court; and (3) establish the installed vegetation during the establishment period (the stabilization work and the establishment of vegetation are collectively hereinafter referred to as the “Project”), all for the public benefits of reducing erosion and protecting structures, infrastructure, and public safety (“Public Benefits”); and

WHEREAS, the Village’s proposed plans for the Project may be approached more effectively, economically and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the size and scope of this Project would be substantially reduced but for MWRDGC’s commitment of financial and technical resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, the MWRDGC’s Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____, the Village's Board authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants, and agreements contained in this Agreement and, for other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The work contemplated by this Agreement will include design and construction of streambank stabilization within the Village, as depicted in Exhibit 1. Once complete, the Project will stabilize approximately 495 linear feet of Midlothian Creek between 66th Court and Hickory Street, and approximately 80 linear feet of Midlothian Creek near Scott Court using bioengineering techniques such as geolifts, live stakes vegetation and gentler slopes.
2. MWRDGC, at its sole cost and expense, has caused to be prepared construction drawings, specifications and details for the Project's contemplated improvements along Midlothian Creek between 66th Court and Hickory Street.
3. The Village, at its sole cost and expense, has caused to be prepared construction drawings, specifications and details for the Project's contemplated improvements along Midlothian Creek near Scott Court. The construction drawings, specifications and details prepared by the Parties shall collectively hereinafter be referred to as the "Construction Documents."
4. The Project shall realize all intended Public Benefits, as shown in Exhibit 1.
5. The Village has provided MWRDGC with initial Construction Documents which MWRDGC has reviewed and approved ("Initial Construction Documents") as to the Project's intended Public Benefits.
6. In the event the Village revises the Initial Construction Documents, the Village shall provide MWRDGC with a copy of any revised Construction Documents for MWRDGC's review and approval of any changes to the Project's intended Public Benefits. If any such revisions are provided, MWRDGC shall review and provide comments to the Village as to the Project's intended Public Benefits in writing within 30 calendar days of receipt thereof. The Village

shall then incorporate MWRDGC's review comments into the final Construction Documents ("Final Construction Documents").

7. Although MWRDGC will reimburse the Village for the Project as provided herein, the Village bears sole responsibility for the overall cost, expense and payment for the Project. The Village, at its sole cost and expense, shall construct the Project in accordance with the Initial Construction Documents or, if applicable, Final Construction Documents.
8. To the extent practicable, the Village, its agents, contractors, or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to, landscaping. Subject to availability, MWRDGC will provide the biosolids free of charge with the Village being required to pay for and make arrangements for transportation necessary to deliver the biosolids to the Project area.
9. The Village shall publicly advertise the Project and award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached hereto as Exhibit 2) when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below MWRDGC's applicable general standards. The Village need not include the attached Exhibit 2 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met.
10. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached hereto as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the standards for "Covered Projects" detailed in it. The attached Exhibit 3 need not be included as part of the Project's bid documents, however, the Village is responsible for ensuring that its applicable minimum requirements are met.

11. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached hereto as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by MWRDGC for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by MWRDGC for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by MWRDGC for Small Business Enterprises.
12. The Village will comply with MWRDGC's Affirmative Action goals with respect to construction of the Project. The determination as to whether the Village has complied with these Affirmative Action goals is solely in MWRDGC's discretion. If the Village fails to fully comply with these Affirmative Action goals, as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).
13. MWRDGC will have the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's Affirmative Action goals and requirements.
14. In order to evidence compliance with MWRDGC's Affirmative Action Requirements, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE/ status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.
15. The Village must comply with the applicable portions of MWRDGC's Veteran's Business Enterprise ("VBE") Contracting Policy Requirements (attached hereto as Exhibit 6). VBE goals for the Project are: 3% of the total amount of reimbursement to be provided by MWRDGC for the Project for VBEs.
16. The determination as to whether the Village has complied with MWRDGC's VBE policy is solely in MWRDGC's discretion. If the Village fails to fully comply with this policy, as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the VBE goal(s).

17. MWRDGC has the right to access and inspect, with reasonable notice and during regular business hours, any records or documentation related to the Village's compliance with MWRDGC's VBE policy.
18. In order to evidence compliance with MWRDGC's VBE policy, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form (attached hereto as Exhibit 7); and (2) a letter from a certifying agency that verifies the vendors' VBE status. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.
19. Every 30 days from the start of construction until its completion, the Village must submit to MWRDGC's Diversity Administrator the following: (1) an Affirmative Action and VBE Status Report attached hereto as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
20. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
21. The Village, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.
22. The Village shall be responsible for coordinating any utility relocations that may be necessary to complete portions of the Project.
23. The Village shall submit an Operation and Maintenance Plan ("O&M Plan") for MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.
24. MWRDGC shall reimburse the Village for construction of the Project, but in no event shall that reimbursement amount exceed Eight Hundred Sixty Six Thousand and 500 Dollars (\$866,500) ("Maximum Reimbursement Amount"). All reimbursement provided by

MWRDGC shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, “construction” shall mean all work necessary to build the Project as depicted in the Initial Construction Documents or, if applicable, Final Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. MWRDGC shall disburse funds to the Village in accordance with the following schedule:

- a. 25% at receipt of invoices for 25% completion of construction of the Project;
- b. 25% at receipt of invoices for 50% completion of construction of the Project;
- c. 25% at receipt of invoices for 75% completion of construction of the Project; and
- d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.
- e. MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.

25. MWRDGC’s Maximum Reimbursement Amount is based on the funding amount that MWRDGC’s Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from MWRDGC beyond the current fiscal year is subject to the approval of MWRDGC’s Board of Commissioners.
26. To date, the Village has spent approximately \$20,000 on engineering, property acquisition and other design-related Project costs. The Village will also contribute approximately \$117,500 towards total construction costs, including construction inspection.
27. As a condition for reimbursement, the Village shall submit copies of construction invoices to MWRDGC for MWRDGC’s review and approval, such approval not to be unreasonably withheld.
28. The Village shall return all funds provided by MWRDGC if construction of the Project is not completed in accordance with the Initial Construction Documents or, if applicable, Final Construction Documents within five (5) years of the Village’s initial award of a construction

contract related to the Project, unless MWRDGC approves extension prior to the expiration of the five (5) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements or fee simple title as may be necessary for construction, maintenance and access to the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
3. The Village shall record all easements, licenses or deeds acquired for the Project.
4. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for MWRDGC in any part of the Project.

Article 5. Maintenance

1. The Village, at its sole cost and expense, shall perpetually maintain the Project and any other associated appurtenances in accordance with the O&M Plan approved by MWRDGC.

2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations and conclusions, including whether the Project is operating as designed, functioning and providing the intended Public Benefits. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to MWRDGC within thirty (30) days of completion.
3. MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, MWRDGC may cause such maintenance to be performed and the Village shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
5. In the event of failure of the Village to maintain or operate the Project to provide the intended Public Benefits, MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC.
6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village shall provide MWRDGC with a notice of Bid Advertisement for the Project.
2. Construction. The Village shall provide MWRDGC with a construction schedule and provide MWRDGC a minimum of seventy-two (72) hours' notice before the following Project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from MWRDGC no later than fourteen (14) days following its termination of the Agreement.

Article 8. Termination by MWRDGC

Prior to commencement of construction of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date

This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 10. Duration

Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 12. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification

The Village shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings,

judgments or settlements, any or all of which are asserted by any individual, private entity or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege or authority granted to the Village under this Agreement.

Article 14. Representations of the Village

The Village covenants, represents and warrants as follows:

1. The Village has full authority to execute, deliver and perform, or cause to be performed, this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of, or constitute a default under, any agreement of the Village or any instrument to which the Village is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation; and
4. The Village has allocated \$117,500 in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC under this Agreement.

Article 15. Representations of MWRDGC

MWRDGC covenants, represents and warrants as follows:

1. MWRDGC has full authority to execute, deliver and perform, or cause to be performed, this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of, or constitute a default under, any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation.

Article 16. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 17. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement or condition may have been waived.

Article 18. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal or unenforceable provision or by its severance. In lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Article 19. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. Provisions required (as of the effective date) by law,

ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 21. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 22. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 23. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 24. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC or the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 25. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement, *i.e.*, “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF THE STREAMBANK STABILIZATION PROJECT ALONG MIDLOTHIAN CREEK IN TINLEY PARK” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:
Catherine O'Connor
Director of Engineering
Metropolitan Water
Reclamation District of
Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681
Email: catherine.o'connor@mwrdd.org

For the Village:
David J. Niemeyer
Village Manager
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477
Phone: (708) 444-5000
Fax: (708) 444-5599
Email: dniemeyer@tinleypark.org

With copy to:
Kevin Workowski
Public Works Director
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477
Phone: (708) 444-5500
FAX: (708) 444-5599
Email: kworkowski@tinleypark.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number, fax number and email address of the representative for such Party for the purpose hereof.

Article 27. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties agree that this Agreement shall be executed in quadruplicate.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Tinley Park, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF TINLEY PARK

BY: _____

Jacob C. Vandenberg, Mayor

DATE: _____

ATTEST:

Kristin A. Thirion, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

Date: _____

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Stormwater Management

Date: _____

Assistant Director of Engineering

Date: _____

Director of Engineering

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date: _____

General Counsel

Date: _____

Exhibits and Attachments

- Exhibit 1: Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2: MWRDGC's Purchasing Act
- Exhibit 3: MPLA
- Exhibit 4: Affirmative Action Ordinance, Revised Appendix D
- Exhibit 5: Utilization Plan
- Exhibit 6: Veteran's Business Enterprise Contracting Policy Requirements
- Exhibit 7: Veteran's Business Enterprise Commitment Form
- Exhibit 8: Affirmative Action Status Report
- Exhibit 9: Operation and Maintenance Plan -To be prepared and submitted to MWRD for review and approval

Exhibit 1 : Streambank Stabilization for Midlothian Creek (MTCR)



(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

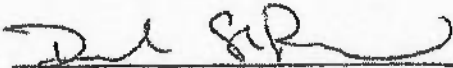
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

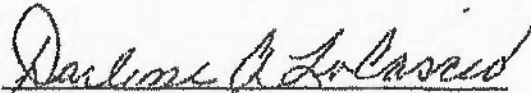
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

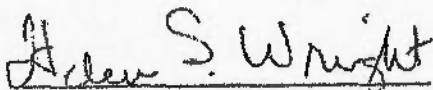


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

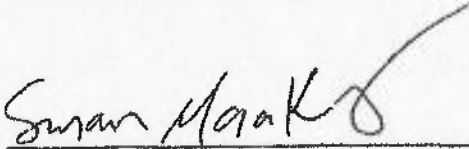
Approved as to Form and Legality



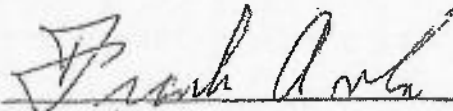
Helen Shields-Wright
Head Assistant Attorney



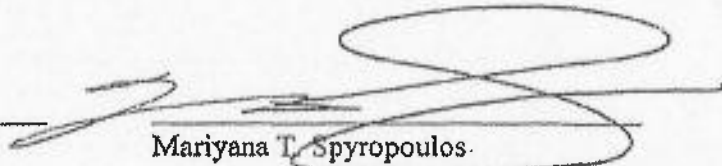
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel

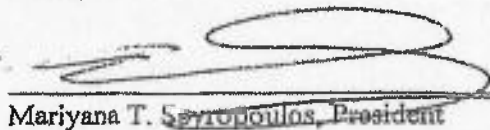


Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:

Terrence J. Hancock
Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer's #11
Labor Organization

APPROVED:

Darryl W. Wynn
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

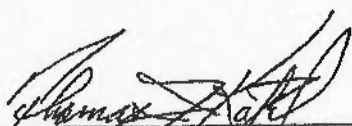
MWRD P.C.A.
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

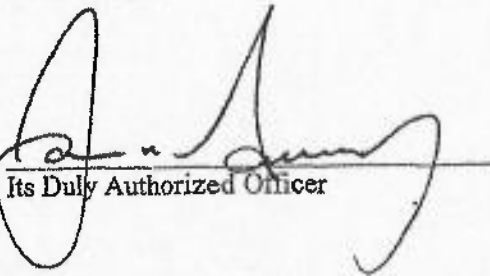
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

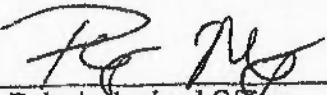
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

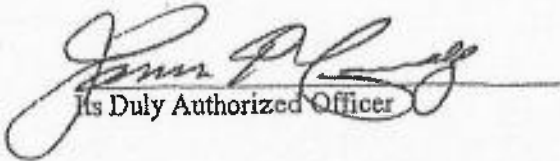
MARD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

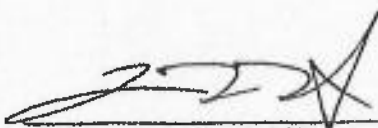
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #63
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

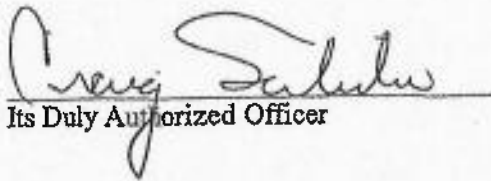
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IFROW WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat & Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEL Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer


MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: CHRYST MASON & PLASTRA'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MNRD PUA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

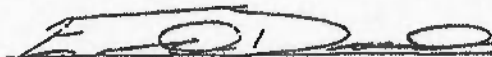
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

TABLE OF CONTENTS

Article	Page
Preamble	1
Declaration of Principles.....	2
Articles of Agreement.....	3
I. No Work Stoppage.....	3
II. Stipulation.....	3
III. Rights	3
Paragraph 1 Abandonment of Work	3
Paragraph 2 Collection of Wages.....	3
Paragraph 3 Contracting.....	3
IV. Apprenticeship	4
V. Joint Conference Board	4
VI. Arbitrator's Criteria	4
VII. Arbitration.....	6
Paragraph 1 Annual Meeting	6
Paragraph 2 Make Up of JCB	6
Paragraph 3 Selection of Arbitrators.....	6
Paragraph 4 Unfilled Terms	6
Paragraph 5 Substitutes at Meetings	6
Paragraph 6 Notice of Meetings.....	7
Paragraph 7 Quorum	7
Paragraph 8 Impartiality.....	7
Paragraph 9 Initiation of a Hearing	7
Paragraph 10 Presentations	8
Paragraph 11 Other Attendees	8
Paragraph 12 Contacting the Arbitrator	8
Paragraph 13 Board of Arbitration.....	8
VIII.	
Paragraph 1 Visiting Jobs	8
Paragraph 2 Tools	9
Paragraph 3 Small Tasks	9
Paragraph 4 Compliance of Agreements.....	9
Paragraph 5 Stipulation.....	9
Paragraph 6 Labor Agreement Stipulation.....	9
Paragraph 7 Area of Jurisdiction.....	10
Paragraph 8 Decisions Final.....	10
Paragraph 9 Complaints	10
Paragraph 10 Violations.....	10
Paragraph 11 Notices	11
Paragraph 12 Holidays	11
Paragraph 13 Enforcement.....	11
Paragraph 14 Question of Jurisdiction	11
Paragraph 15 Terms of Agreement	12

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8D86A9D40E

BY Thomas Villanova

Contract No. _____

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I/WE _____ hereby acknowledge that I/WE
(Name of company)

have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group").

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150). _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

If your firm is not currently signatory with a participating union or labor organization, complete the following:

I intend to comply with the MPLA by:

Entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

Name of Company or Corporation

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

Revised April 2018

MPLA-CC-49

AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

AS REVISED
JUNE 4, 2015

**AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

Section 1. Declaration of Policy

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all person, regardless of race, ethnicity or sex;

Whereas, the District pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy as well as state and federal regulations to assure the utilization of minority-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority-, women-owned and small businesses to participate in the award and performance of District contracts;

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), has enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements;

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in District construction contracts as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small and Women's Business Participation ("Appendix D"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and

any necessary revisions thereto; Whereas, the Board of Commissioners undertook a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, in 2014, the Board of Commissioners undertook another review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the District's geographic and procurement market areas to evaluate the continued need for Appendix D and any necessary revisions thereto. That review resulted in commissioning a comprehensive disparity study conducted by an outside consultant that was finalized in 2015.

Section 2. Findings

The Board of Commissioners, having reviewed the 2015 report of its outside consultant finds:

1. In 2003, the U.S. District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, Wayne State University, concluded that the evidence that African-American, Hispanic and women-owned businesses have been, and continue to be disadvantaged in the construction industry and small businesses is strong, has remained consistent and that compelling evidence indicates that African-American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian owned businesses continues to exist in the Metropolitan Chicago construction industry.

4. In 2005, the U.S. District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007).

6. In 2006, Board of Commissioners of Cook County, Illinois accepted a report it had commissioned titled, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois" (Cook County

2006 Report), which concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction prime contracts and subcontracts is below the availability of such firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises ("DBEs") in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.⁸ The Board of Commissioners of Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois" (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the U.S. Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. In 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market.

11. In 2014, The District commissioned its first comprehensive disparity study to investigate barriers to equal opportunities in the District's geographic and industry market areas and make recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market areas.

12. In 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015)(Held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprise in the Illinois construction industry).

13. The District has determined that it has a continuing compelling interest in preventing public funds in construction contracts from perpetuating the effects of past discrimination and current discrimination against minority- and women-owned firms in its market.

14. The Affirmative Action Program adopted by the District is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the construction market.

15. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

16. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a

compelling interest in remedying discrimination against minority and women-owned firms in the award of District contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

Now, therefore, the District Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District construction contracts.

Section 4. Coverage

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

Section 5. Definitions

The meaning of these terms in this Ordinance are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.
- (g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

(j) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(k) "Economically Disadvantaged" means an individual with a Personal Net Worth less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2008.

(l) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(m) "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Ordinance regarding a contractor's compliance or non-compliance with this Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(q) "Job Order Contract" or "JOC" means a firm, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "Minority-owned business enterprise" or "MBE" means a Local Small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity, which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held

corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions and daily business operations are controlled by one or more Minority Individuals.

(t) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African-American - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(iii) Asian-American - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the person claims to be a part.

(ii) Hispanic-American - A person having origins from Mexico, Puerto Rico, Cuba and South or Central America and is regarded as such by the Hispanic community of which the person claims to be a part, regardless of race.

(iv) Native-American - A person having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the Government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(u) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(v) "Prime Contractor" means a Contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(y) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(z) "Tier" refers to the relationship of a subcontractor to the prime contractor. A subcontractor having a contract with the prime contractor, including a material supplier to the prime contractor, is considered a "first-tier subcontractor," while a subcontractor's subcontractor is a "second-tier subcontractor" and the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

(aa) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs, WBEs and SBE that the Bidder intends to use in the performance of a contract, the scopes of the work and the dollar values or the percentages of the work to be performed.

(bb) "Vendor list" means the District's list of firms that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Supplier Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one percent (51%) owned by a woman or women shall be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Ordinance, to ensure that qualified MBEs, WBE, and SBEs are utilized in the performance of this contract and share in the total dollar value of the contract in accordance with each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

Section 7. Race- and Gender- Neutral Measures to Ensure Equal Opportunities for All Contractors and Subcontractors

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested contractors and subcontractors.

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District on construction contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.

(o) At the discretion of the Board of Commissioners, awarding a representative sample of District construction contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

Section 8. **Certification Eligibility**

(a) Only businesses that meet the criteria for certification as a MBE, WBE or SBE may be eligible for credit towards meeting Utilization Contract Goals. The applicant has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on management, policy, operations and work.

(iii) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(iv) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by

other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE, WBE or SBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

(i) Evaluate relationships with non-certified firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified firms to determine whether a pattern of exclusive or primary dealings with non-certified firm compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within

10 calendar days of receipt of the denial of District certification, recertification or decertification. The appeal should set forth in detail the facts upon which it is based, and attach all relevant documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

Section 9. Schedule of Goals for Minority-Owned, Women-Owned and Small Business Enterprise Utilization

In fulfillment of its policy to provide MBEs, WBEs, and SBEs full and equitable opportunities to participate in the District's construction prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market.

Section 10. Contract Goals.

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated subcontracting functions of the contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total construction contract cost is for the purchase of equipment, the Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for MBE or WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

Section 11. Counting MBE, WBE, and SBE Participation towards Contract Goals

(a) A Bidder may achieve the Utilization Contract Goals by its status as a MBE, WBE or SBE or by entering into a Joint Venture with one or more MBEs, WBEs and SBEs or by first-tier subcontracting a portion of the work to one or more MBEs, WBEs and SBEs or by direct purchase of materials or services from one or more MBEs, WBEs and SBEs or by any combination of the above.

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate).

(e) Where a Bidder or first-tier subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator shall review the profits and losses, initial capital investment,

actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Ordinance. The MBE, WBE or SBE Joint Venture partner must have a history of proven expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE, WBE or SBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture Agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs, WBEs or SBEs that will perform as first-tier subcontractors will be counted towards meeting the Utilization Contract Goals.

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The firm must pay all costs associated with personnel, materials and equipment. The firm must be formally and directly responsible for the employment, supervision and payment of its workforce must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm can be made through deductions by the Prime Contractor. No family members who own related businesses are allowed to lease, loan or provide equipment, employees or materials to the firm.

(ii) A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE, WBE or SBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(iv) If a firm subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs. MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of

their work with their own forces, through the use of its own management and supervision, employees and equipment. If industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless approved by the Administrator. If the bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(j) A dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

(k) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(l) In determining achievement of Utilization Contract Goals, the participation of a MBE, WBE or SBE shall not be counted until that amount has been paid to the MBE, WBE or SBE.

Section 12. Utilization Plan Submission

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

(b) A Bidder must either meet the Utilization Contract Goals or establish its Good Faith Efforts to do so as described in Appendix D and the solicitation.

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the solicitation.

(d) Each Bidder must submit with its bid a signed MBE, WBE or SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE, WBE or SBEs current Letter of Certification from a state or local government or agency

or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE, WBE or SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the MBE, WBE or SBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver Request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, and WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBEs and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation, may be grounds for the rejection of a bid and/or a Waiver request.

(iii) Upon completion of the investigation, the Administrator shall inform the Director of his or her findings.

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

(v) Where the Director determines that a Bidder has not made Good Faith Efforts, the Director shall declare the bid submission non-responsive and will reject the bid.

(d) A contractor's submission of a Utilization Plan that commits to a MBE or WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and MBE, WBE or SBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

(i) A Prime Contractor issued a Job Order Contract shall submit with each work order issued under such a Contract its Utilization Plan that lists the name, address, telephone number, email address and contact person for each MBE, WBE or SBE to be used on the work order, as well as a description of work to be performed and a dollar amount to be allocated to such MBE, WBE or SBE. The Prime Contractor shall submit with each work order a MBE, WBE or SBE Subcontractor's Letter of Intent from each certified firm.

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Contractor has attained the Contract Goals for the completed portion of the Job Order Contract, or that it has been unable to do so despite its good faith efforts. Good Faith Efforts must be documented as provided in this Ordinance.

Section 13. Compliance Review

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan;

(ii) Failed to commit in its Utilization Plan to MBE, WBE and SBE participation equal to or greater than each of the Utilization Contract Goals unless the Bidder submitted with its bid a request for a total or partial waiver of the Goal(s).

(iii) Failed to identify in its Utilization Plan the MBE, WBE or SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the MBE, WBE and SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid shall be rejected or, if the determination is made after the bid award, the contract may be forfeited in accordance with the provision of Article 28 of the General Conditions.

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, MBE, WBE and SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within 30 calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE related subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

Section 14. Contract Performance Compliance

(a) After the award of a contract, the Administrator shall review the Prime Contractor's compliance with its MBE, WBE and SBE commitments during the performance of the contract.

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.

(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the contractor's and subcontractor's books and records, including certified payroll records, bank statements, employer business tax returns and all records including all computer records and books of account to determine the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/or equipment for those MBE and WBE subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

(f) Where a partial or total waiver of the Contract Goal(s) has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Goal(s), and the Administrator shall provide technical assistance with respect to such efforts. The Administrator shall require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill its commitments.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract without the prior, written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE or SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE, WBE or SBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE, WBE, or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

(3) The listed MBE, WBE or SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state or local law.

(4) The Administrator has determined that the listed MBE, WBE or SBE subcontractor is not a responsible contractor.

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

(6) The listed MBE, WBE or SBE subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE, WBE or SBE subcontractor for any reason, the Contractor must make Good Faith Efforts as defined herein to find a substitute MBE, WBE or SBE subcontractor for the original MBE, WBE or SBE to meet its MBE, WBE or SBE contractual commitment. Its Good Faith Efforts shall be directed at finding another MBE, WBE or SBE to perform or provide at least the same amount of work, material or service under the contract as the original MBE, WBE or SBE to the extent necessary to meet its MBE, WBE or SBE contractual commitment.

(v) The Prime Contractor must submit a MBE, WBE or SBE Subcontractor's Letter of Intent for each proposed new MBE, WBE or SBE subcontractor.

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

(h) In the event a Prime Contractor fails to achieve the level of MBE, WBE or SBE participation described in its Utilization Plan as the result of the District's deletion of the work to be performed by a MBE, WBE or SBE, the Prime Contractor shall notify the Administrator in writing and may request an amendment of its Utilization Plan. A letter of release signed by the subcontractor must be included with the request.

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within 14 calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the

Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs as to increased contract value bears the same relationship to the total value of the contract (as modified by change orders) as the percentage of MBEs, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

Section 15. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime

Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 16. Other Federal Regulations

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B, C, G, and I of Grant funded contracts or Appendix C of non-Grant funded contracts.

Section 17. Reporting and Review

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

Section 18. Sunset Provision

This Appendix D shall be reviewed no later than five years from its adoption and shall expire on June 4, 2020 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory market in the Metropolitan Chicago construction industry.

Section 19. Repeal of Prior Inconsistent Provisions

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Ordinance that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

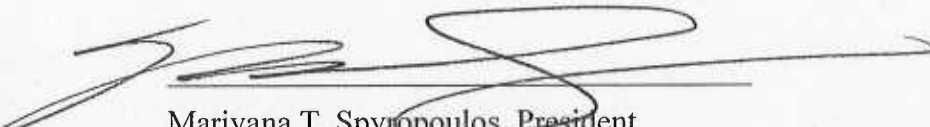
Section 20. Severability

If any clause, sentence, paragraph, section or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Ordinance directly involved in the controversy in which the judgment shall have been rendered.

Section 21. Effective Dates

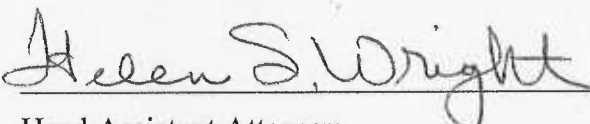
This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after June 4, 2015.

ADOPTED:

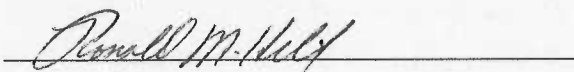


Mariyana T. Spyropoulos, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Helen S. Wright
Head Assistant Attorney



Ronald M. Kelly
General Counsel

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) **If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

Left Blank

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D15-D16, Section 12. Utilization Plan Submission (e), (i)(i)-(xi).

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

Left Blank

MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE/SBE Firm) _____ MBE: Yes ____ No ____
WBE: Yes ____ No ____
SBE: Yes ____ No ____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____

(Written in Figures) _____ (Written in Words) _____

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

Name/Title (Print)

Date _____ Phone _____

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of this policy is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six months, or for the duration of hostilities regardless of the length of engagement; and
 - a. was discharged on the basis of hardship; or
 - b. was released from active duty because of a service connected disability; or
 - c. was discharged under honorable conditions

Former members of the military with the following type of discharges are excluded from the District’s Veteran-owned Business Enterprise Contracting Policy:

- a. dishonorably discharged; or
 - b. bad conduct discharge; or
 - c. general discharge under other-than-honorable conditions
- (b) “Good Faith Efforts” means those honest, fair and commercially reasonable actions undertaken by a construction contractor or professional services consultant to meet the VBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Policy’s goals.
- (c) “Participating Business” means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region and/or a business which has been placed on the District’s vendor list and/or has bid or sought District contract(s) for construction or professional services work.
- (d) “Small Business Enterprise” (SBE) in this Appendix has the meaning consistent with Appendix D for construction contracts or Appendix A for professional services contracts, as applicable.
- (e) “Veteran-owned Business Enterprise” (VBE) means both a small business enterprise and participating business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity which is at least fifty-one (51%) directly and unconditionally owned by one or more eligible veterans, or, in the case of a publicly held corporation, at least fifty-one (51%) of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.

Section 3. Certification Eligibility

- (a) Only a firm owned by an Eligible Veteran(s) may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct ownership.
 - (ii) A business or professional enterprise owned principally by another business entity that is in turn owned and controlled by one or more veterans would not qualify.
- (b) Only a firm that is managed and controlled by an Eligible Veteran(s) may be certified as a VBE.
- (c) For the purposes of this policy, there is no distinction between service-disabled (SDVBE) and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard participation goal for VBEs is three-percent (3%), unless otherwise specified in the Invitation to Bid. The participation goals are applicable to District contracts where the estimated total expenditure is in excess of \$100,000.00, or in a lesser amount as authorized by the Board of Commissioners.
- (b) VBE goals are separate from the Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) goals.
- (c) VBE contract goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list to perform the anticipated subcontracting functions of the contract.
- (d) VBE goals are separate from Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Small Business Enterprise (SBE) goals. An Eligible Veteran who is also an MBE, WBE, or SBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/W/SBE goals set forth in a contract.

Section 5. Good Faith Efforts

The Contractor must undertake **"Good Faith Efforts"** to ensure that qualified VBE firms are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the Contractor may have the capability to complete the project without the use of subcontractors.

Section 6. VBE Commitment Form Submission

Complete the **VBE COMMITMENT FORM**.

- (a) Provide the names, contact information and qualifications for the prospective VBE firms that you plan to use. Delineate the various anticipated categories and/or disciplines of work/services to be provided by VBE firms.

- (b) Summarize Contractor's or Consultant's commitment to comply with the VBE goals regarding this project.
- (c) Where a Contractor or Consultant is a business owned and controlled by a VBE or where the Contractor or Consultant utilizes a VBE in a joint venture or as a subcontractor, a Contractor or Consultant may count toward the achievement of its VBE goals the utilization of any VBE that also satisfies the definition of a SBE, as set forth in the Revised Appendix D or Appendix A, as applicable to construction or professional services contracts.

Section 7. Effective Date

This policy is effective on January 1, 2019, and applies only to qualifying contracts advertised after the effective date.

RDB/MTC/PJS/ps

Adopted by Order of the Board November 15, 2018

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

Attach a copy of qualifications for each VBE firm

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

Signature of Notary Public

AFFIRMATIVE ACTION MONTHLY VBE STATUS REPORT

Notice: This report is required to be submitted with the monthly payment voucher. Attach all prior paid waivers of lien and cancelled checks for VBE contractors.

Company Official: _____ Month: _____ Year: 20_____

Phone No.: _____ Contract No.: _____

Address: _____ Monthly Status Report No.: _____

In connection with the above-captioned contracts:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)

and authorized representative of _____
(Name of Company Awarded Contract)

and that the following Veteran-Owned Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, or rendering services as stated in the contract agreement.

The following schedule accurately reflects each VBE commitment amount and the amounts of money paid to each VBE to date.

NAME	DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the prime contractor to make this affidavit. I certify that the above firms were awarded subcontracts, performed the work with their own forces, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit. Any changes or substitutions of the VBE's submitted by the prime contractor on its VBE Commitment Form throughout the life of the contract require a letter of release and prior approval.

Name of Prime Contractor: _____

Name of Affiant: _____

Signature: _____ Date: _____

State of: _____ County (City) of: _____

This instrument was acknowledged before me on

_____ by _____
(date) (name/s of persons/s)

as _____
(type of authority, i.e. officer, trustee, etc.)

or _____
(name of party on behalf of whom instrument was executed)

(Signature of Notary Public)

Amount billed to MWRDGC by Prime Contractor: \$ _____

Total Amount Paid to Prime Contractor: \$ _____



Interoffice Memo

Date: February 6, 2020
To: Public Works Committee
From: Colby Zemaitis, PE, CFM – Village Engineer
Subject: Resolution of Support for Will County Department of Transportation

Prepared for February 11, 2020 Public Works Committee Meeting and February 18, 2020 Village Board Meeting for consideration and possible action:

Description: The Village has been approached by the Will County Department of Transportation to pass a Resolution of Support for the improvements to 80th Avenue from 183rd Street to 191st Street in Will and Cook County.

Will County is in the process of preparing contract plans and acquiring additional right of way needed for the improvements of 80th Avenue from 183rd Street to 191st Street. This work is within the corporate limits of the Village of Tinley Park.

This resolution will show the Village's support of improvements being made to 80th Avenue and Will County handling the right of way and easement acquisitions instead of the Village.

Staff Direction Request:

1. Approve resolution and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Resolution of Support
2. Plat of Highways

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-013

**A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF 80TH AVENUE FROM SOUTH
OF TIMBER DRIVE EXTENDING TO THE SOUTH OF THE INTERSECTION OF 191ST
STREET BY THE COUNTY OF WILL**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2020-R-013

A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO THE SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the County of Will, in cooperation with the Cook County Department of Transportation and the Village of Tinley Park, is in the process of preparing contract plans and acquiring additional right of way needed for the improvements of 80th Avenue (County Highway 83) from south of Timber Drive extending to the south of the intersection of 191st Street; and

WHEREAS, the improvement along this section of 80th Avenue lies within the corporate limits of the Village of Tinley Park; and

WHEREAS, the Village of Tinley Park, in order to facilitate the free flow of traffic and to insure safety to the motor public and residents of the Village, is desirous of the improvement of 80th Avenue (County Highway 83)) from south of the intersection of Timber Drive extending to the south of the intersection of 191st Street; and

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That the Mayor and Village Board find and hereby declare that it is in the best interests of the Village of Tinley Park to provide their support for the right of way and easement acquisitions and the improvement of 80th Avenue (County Highway 83) from south of the intersection of Timber Drive extending south of the intersection of 191st Street by the County of Will.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-013 **“A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF THE 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

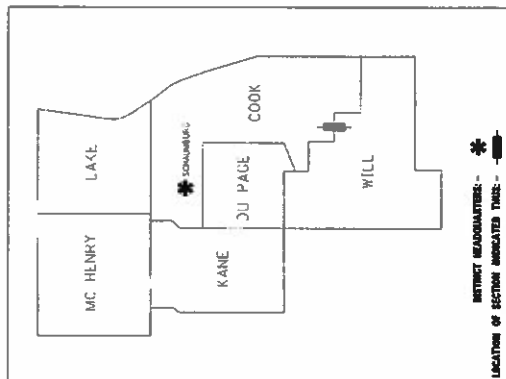
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

PLAT OF HIGHWAYS

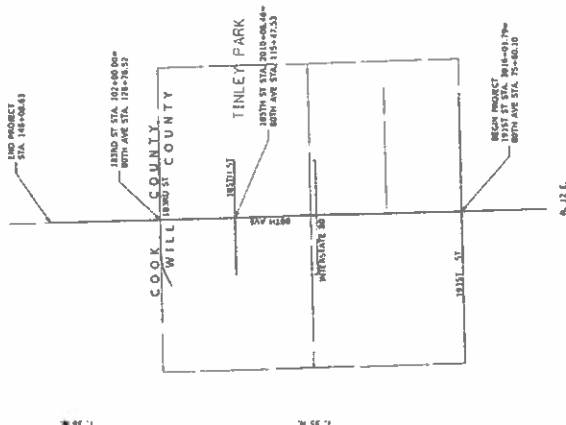
**FAU 2755 80th AVENUE (CH83)
SECTION 06-00122-16-FP
WILL & COOK COUNTY
LIMITS 191st ST TO 183rd ST**

P-55-001-97



RESEARCH METHODS

*



131

LOCATION MAP

03033 LENGTH = 10633.06 FT. = 2.023 MILE
 03034 LENGTH = 6259.98 FT. = 1.197 MILE
 03035 LENGTH = 2400.83 FT. = 0.456 MILE
 03036 LENGTH = 2501.43 FT. = 0.480 MILE

REVIEWED:	12-18-2019
REVIEWED:	11-18-2019
REVIEWED:	10-1-2019

© 2001 by John Wiley & Sons, Inc.

KIR

12

1041

100

1

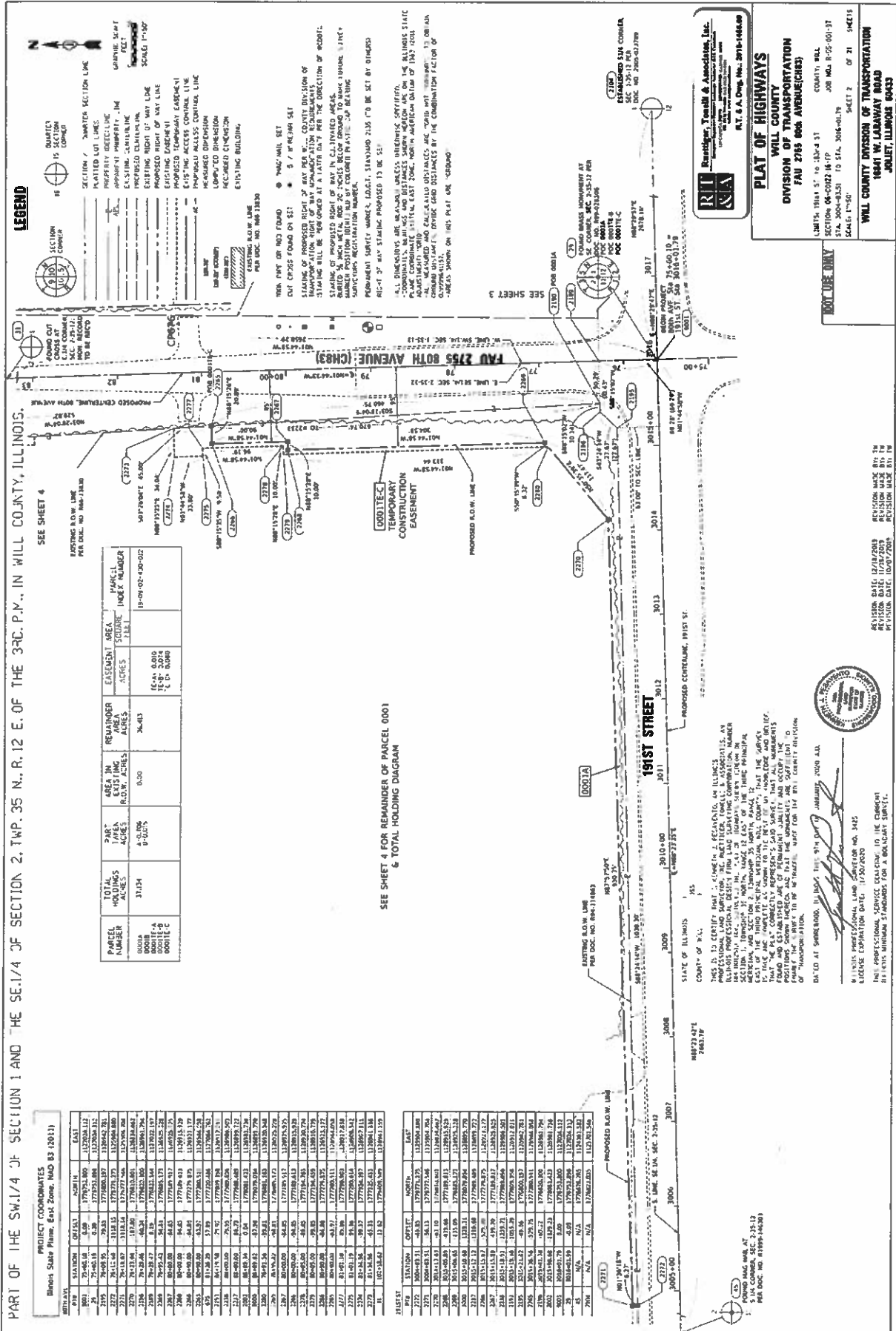
1

PART OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2, TWP. 35 N., R. 12 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

PROJECT COORDINATES
Bureau State Plane, East Zone, NAD 83 (2011)

SECTION	TOWNSHIP	RANGE	SECTION	AREA	ACRES	DATE
1	35	12	1	1.5625	43.81	12/18/2013
2	35	12	2	1.5625	43.81	12/18/2013
3	35	12	3	1.5625	43.81	12/18/2013
4	35	12	4	1.5625	43.81	12/18/2013
5	35	12	5	1.5625	43.81	12/18/2013
6	35	12	6	1.5625	43.81	12/18/2013
7	35	12	7	1.5625	43.81	12/18/2013
8	35	12	8	1.5625	43.81	12/18/2013
9	35	12	9	1.5625	43.81	12/18/2013
10	35	12	10	1.5625	43.81	12/18/2013
11	35	12	11	1.5625	43.81	12/18/2013
12	35	12	12	1.5625	43.81	12/18/2013
13	35	12	13	1.5625	43.81	12/18/2013
14	35	12	14	1.5625	43.81	12/18/2013
15	35	12	15	1.5625	43.81	12/18/2013
16	35	12	16	1.5625	43.81	12/18/2013
17	35	12	17	1.5625	43.81	12/18/2013
18	35	12	18	1.5625	43.81	12/18/2013
19	35	12	19	1.5625	43.81	12/18/2013
20	35	12	20	1.5625	43.81	12/18/2013
21	35	12	21	1.5625	43.81	12/18/2013
22	35	12	22	1.5625	43.81	12/18/2013
23	35	12	23	1.5625	43.81	12/18/2013
24	35	12	24	1.5625	43.81	12/18/2013
25	35	12	25	1.5625	43.81	12/18/2013
26	35	12	26	1.5625	43.81	12/18/2013
27	35	12	27	1.5625	43.81	12/18/2013
28	35	12	28	1.5625	43.81	12/18/2013
29	35	12	29	1.5625	43.81	12/18/2013
30	35	12	30	1.5625	43.81	12/18/2013
31	35	12	31	1.5625	43.81	12/18/2013
32	35	12	32	1.5625	43.81	12/18/2013
33	35	12	33	1.5625	43.81	12/18/2013
34	35	12	34	1.5625	43.81	12/18/2013
35	35	12	35	1.5625	43.81	12/18/2013
36	35	12	36	1.5625	43.81	12/18/2013
37	35	12	37	1.5625	43.81	12/18/2013
38	35	12	38	1.5625	43.81	12/18/2013
39	35	12	39	1.5625	43.81	12/18/2013
40	35	12	40	1.5625	43.81	12/18/2013
41	35	12	41	1.5625	43.81	12/18/2013
42	35	12	42	1.5625	43.81	12/18/2013
43	35	12	43	1.5625	43.81	12/18/2013
44	35	12	44	1.5625	43.81	12/18/2013
45	35	12	45	1.5625	43.81	12/18/2013
46	35	12	46	1.5625	43.81	12/18/2013
47	35	12	47	1.5625	43.81	12/18/2013
48	35	12	48	1.5625	43.81	12/18/2013
49	35	12	49	1.5625	43.81	12/18/2013
50	35	12	50	1.5625	43.81	12/18/2013
51	35	12	51	1.5625	43.81	12/18/2013
52	35	12	52	1.5625	43.81	12/18/2013
53	35	12	53	1.5625	43.81	12/18/2013
54	35	12	54	1.5625	43.81	12/18/2013
55	35	12	55	1.5625	43.81	12/18/2013
56	35	12	56	1.5625	43.81	12/18/2013
57	35	12	57	1.5625	43.81	12/18/2013
58	35	12	58	1.5625	43.81	12/18/2013
59	35	12	59	1.5625	43.81	12/18/2013
60	35	12	60	1.5625	43.81	12/18/2013
61	35	12	61	1.5625	43.81	12/18/2013
62	35	12	62	1.5625	43.81	12/18/2013
63	35	12	63	1.5625	43.81	12/18/2013
64	35	12	64	1.5625	43.81	12/18/2013
65	35	12	65	1.5625	43.81	12/18/2013
66	35	12	66	1.5625	43.81	12/18/2013
67	35	12	67	1.5625	43.81	12/18/2013
68	35	12	68	1.5625	43.81	12/18/2013
69	35	12	69	1.5625	43.81	12/18/2013
70	35	12	70	1.5625	43.81	12/18/2013
71	35	12	71	1.5625	43.81	12/18/2013
72	35	12	72	1.5625	43.81	12/18/2013
73	35	12	73	1.5625	43.81	12/18/2013
74	35	12	74	1.5625	43.81	12/18/2013
75	35	12	75	1.5625	43.81	12/18/2013
76	35	12	76	1.5625	43.81	12/18/2013
77	35	12	77	1.5625	43.81	12/18/2013
78	35	12	78	1.5625	43.81	12/18/2013
79	35	12	79	1.5625	43.81	12/18/2013
80	35	12	80	1.5625	43.81	12/18/2013
81	35	12	81	1.5625	43.81	12/18/2013
82	35	12	82	1.5625	43.81	12/18/2013
83	35	12	83	1.5625	43.81	12/18/2013
84	35	12	84	1.5625	43.81	12/18/2013
85	35	12	85	1.5625	43.81	12/18/2013
86	35	12	86	1.5625	43.81	12/18/2013
87	35	12	87	1.5625	43.81	12/18/2013
88	35	12	88	1.5625	43.81	12/18/2013
89	35	12	89	1.5625	43.81	12/18/2013
90	35	12	90	1.5625	43.81	12/18/2013
91	35	12	91	1.5625	43.81	12/18/2013
92	35	12	92	1.5625	43.81	12/18/2013
93	35	12	93	1.5625	43.81	12/18/2013
94	35	12	94	1.5625	43.81	12/18/2013
95	35	12	95	1.5625	43.81	12/18/2013
96	35	12	96	1.5625	43.81	12/18/2013
97	35	12	97	1.5625	43.81	12/18/2013
98	35	12	98	1.5625	43.81	12/18/2013
99	35	12	99	1.5625	43.81	12/18/2013
100	35	12	100	1.5625	43.81	12/18/2013

SEE SHEET 4 FOR REMAINDER OF PARCEL 0001
& TOTAL HOLDING DIAGRAM



PLAT OF HIGHWAYS
WILL COUNTY
DIVISION OF TRANSPORTATION
FAU 2785 0008 ANNEXED(83)

WILL COUNTY DIVISION OF TRANSPORTATION
16041 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

SECTION 04-0022 14-1P COUNTY, WILL
JOB NO. R-05-001-37
DATE: 04-01-15 TO 01A, 2014-01-15
SCALE: 1"=50'

WILL COUNTY DIVISION OF TRANSPORTATION
16041 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

THIS IS TO CERTIFY THAT: CLARENCE J. DECAPO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE ABOVE DESCRIBED LAND, AND THAT THE SAME IS CORRECTLY REPRESENTED ON THIS PLAT. THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, AND THAT THE SURVEYOR IS A MEMBER OF THE ILLINOIS SURVEYING BOARD. THAT THE SURVEYOR HAS REVIEWED THE PLAT AND IS SATISFIED THAT IT CORRECTLY REPRESENTS THE SURVEY. THAT THE SURVEYOR HAS REVIEWED THE PLAT AND IS SATISFIED THAT IT CORRECTLY REPRESENTS THE SURVEY. THAT THE SURVEYOR HAS REVIEWED THE PLAT AND IS SATISFIED THAT IT CORRECTLY REPRESENTS THE SURVEY.

CLARENCE J. DECAPO
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 342
LICENSE EXPIRATION DATE: 1/30/2020
IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, THE SURVEYOR HAS REVIEWED THE PLAT AND IS SATISFIED THAT IT CORRECTLY REPRESENTS THE SURVEY.

LEGEND



QUARTER
15
SECTION
COMMON

16

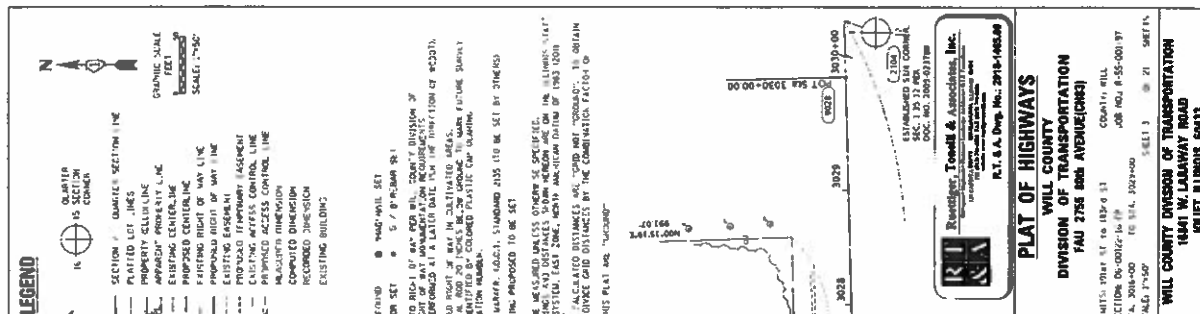
SECTION 17 - QUARTER SECTION - LINE

PROPOSED LOT LINES
PROPERTY CLASSES
APPLICABLE PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED TRAILWAY / EASEMENT
EXISTING TRAILWAY / EASEMENT
PROPOSED ACCESS CONTROL LINE
MAINTENANCE DIVISION
COMPUTED DIMENSIONS
RECORDED SURVEY
EXISTING BUILDING

GRAPHIC SCALE
FEET 1
SCALE: 1"=50'

[illegible]

THE PROPOSED 10 BK SET
MANAGER, LOGIC, STANDARD 2135 110 BK SET BY JIM HES)



Reutter, Tossell & Associates, Inc.
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90210
 Tel. 310/271-1111
PLAT OF HIGHWAYS
WILL COUNTY
DIVISION OF TRANSPORTATION

Information from the FBI:

MULTIPLIER OF 0.125 TO BE
 CLOSING ON 09/26/87 AT
 A. 3016-00 FC N/A. 3023-000
 MFG 17450' SELL 3 @ 21 SAVE \$%

COUNCIL WILL
 JOB NO. A-S5-Q01-97

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

WILL COUNTY DIVISION OF TRANSPORTATION
18401 W. LARAWAY ROAD

PLAT OF HIGHWAYS
WILL COUNTY
DIVISION OF TRANSPORTATION
EAL 2755 80th AVENUE/CH21

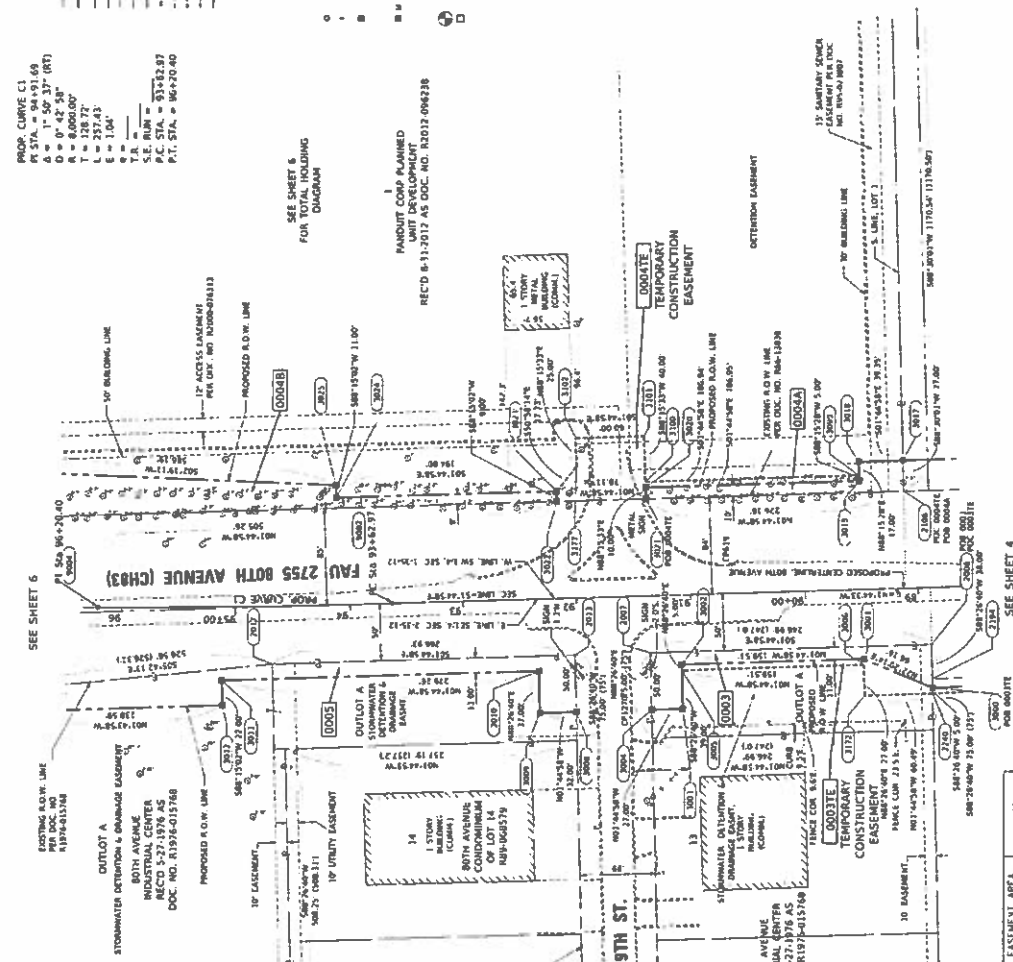
[illegible]

WILL COUNTY DIVISION OF TRANSPORTATION
18441 W. LABARWAY ROAD
JOLIET, ILLINOIS 60431

[illegible][illegible]

PROJECT COORDINATES				
Single Sex Plans, Sex Days, NAD 83 (2011)				
PTB	WEST	NORTH	EAST	
2000	8499.05	-49.95	177600.05	173607.25
2001	8499.05	-49.95	177600.05	173607.25
2002	8499.05	-49.95	177600.05	173607.25
2003	8499.05	-49.95	177600.05	173607.25
2004	8499.05	-49.95	177600.05	173607.25
2005	8499.05	-49.95	177600.05	173607.25
2006	8499.05	-49.95	177600.05	173607.25
2007	8499.05	-49.95	177600.05	173607.25
2008	8499.05	-49.95	177600.05	173607.25
2009	8499.05	-49.95	177600.05	173607.25
2010	8499.05	-49.95	177600.05	173607.25
2011	8499.05	-49.95	177600.05	173607.25
2012	8499.05	-49.95	177600.05	173607.25
2013	8499.05	-49.95	177600.05	173607.25
2014	8499.05	-49.95	177600.05	173607.25
2015	8499.05	-49.95	177600.05	173607.25
2016	8499.05	-49.95	177600.05	173607.25
2017	8499.05	-49.95	177600.05	173607.25
2018	8499.05	-49.95	177600.05	173607.25
2019	8499.05	-49.95	177600.05	173607.25
2020	8499.05	-49.95	177600.05	173607.25
2021	8499.05	-49.95	177600.05	173607.25
2022	8499.05	-49.95	177600.05	173607.25
2023	8499.05	-49.95	177600.05	173607.25
2024	8499.05	-49.95	177600.05	173607.25
2025	8499.05	-49.95	177600.05	173607.25
2026	8499.05	-49.95	177600.05	173607.25
2027	8499.05	-49.95	177600.05	173607.25
2028	8499.05	-49.95	177600.05	173607.25
2029	8499.05	-49.95	177600.05	173607.25
2030	8499.05	-49.95	177600.05	173607.25
2031	8499.05	-49.95	177600.05	173607.25
2032	8499.05	-49.95	177600.05	173607.25
2033	8499.05	-49.95	177600.05	173607.25
2034	8499.05	-49.95	177600.05	173607.25
2035	8499.05	-49.95	177600.05	173607.25
2036	8499.05	-49.95	177600.05	173607.25
2037	8499.05	-49.95	177600.05	173607.25
2038	8499.05	-49.95	177600.05	173607.25
2039	8499.05	-49.95	177600.05	173607.25
2040	8499.05	-49.95	177600.05	173607.25
2041	8499.05	-49.95	177600.05	173607.25
2042	8499.05	-49.95	177600.05	173607.25
2043	8499.05	-49.95	177600.05	173607.25
2044	8499.05	-49.95	177600.05	173607.25
2045	8499.05	-49.95	177600.05	173607.25
2046	8499.05	-49.95	177600.05	173607.25
2047	8499.05	-49.95	177600.05	173607.25
2048	8499.05	-49.95	177600.05	173607.25
2049	8499.05	-49.95	177600.05	173607.25
2050	8499.05	-49.95	177600.05	173607.25
2051	8499.05	-49.95	177600.05	173607.25
2052	8499.05	-49.95	177600.05	173607.25
2053	8499.05	-49.95	177600.05	173607.25
2054	8499.05	-49.95	177600.05	173607.25
2055	8499.05	-49.95	177600.05	173607.25
2056	8499.05	-49.95	177600.05	173607.25
2057	8499.05	-49.95	177600.05	173607.25
2058	8499.05	-49.95	177600.05	173607.25
2059	8499.05	-49.95	177600.05	173607.25
2060	8499.05	-49.95	177600.05	173607.25
2061	8499.05	-49.95	177600.05	173607.25
2062	8499.05	-49.95	177600.05	173607.25
2063	8499.05	-49.95	177600.05	173607.25
2064	8499.05	-49.95	177600.05	173607.25
2065	8499.05	-49.95	177600.05	173607.25
2066	8499.05	-49.95	177600.05	173607.25
2067	8499.05	-49.95	177600.05	173607.25
2068	8499.05	-49.95	177600.05	173607.25
2069	8499.05	-49.95	177600.05	173607.25
2070	8499.05	-49.95	177600.05	173607.25
2071	8499.05	-49.95	177600.05	173607.25
2072	8499.05	-49.95	177600.05	173607.25
2073	8499.05	-49.95	177600.05	173607.25
2074	8499.05	-49.95	177600.05	173607.25
2075	8499.05	-49.95	177600.05	173607.25
2076	8499.05	-49.95	177600.05	173607.25
2077	8499.05	-49.95	177600.05	173607.25
2078	8499.05	-49.95	177600.05	173607.25
2079	8499.05	-49.95	177600.05	173607.25
2080	8499.05	-49.95	177600.05	173607.25
2081	8499.05	-49.95	177600.05	173607.25
2082	8499.05	-49.95	177600.05	173607.25
2083	8499.05	-49.95	177600.05	173607.25
2084	8499.05	-49.95	177600.05	173607.25
2085	8499.05	-49.95	177600.05	173607.25
2086	8499.05	-49.95	177600.05	173607.25
2087	8499.05	-49.95	177600.05	173607.25
2088	8499.05	-49.95	177600.05	173607.25
2089	8499.05	-49.95	177600.05	173607.25
2090	8499.05	-49.95	177600.05	173607.25
2091	8499.05	-49.95	177600.05	173607.25
2092	8499.05	-49.95	177600.05	173607.25
2093	8499.05	-49.95	177600.05	173607.25
2094	8499.05	-49.95	177600.05	173607.25
2095	8499.05	-49.95	177600.05	173607.25
2096	8499.05	-49.95	177600.05	173607.25
2097	8499.05	-49.95	177600.05	173607.25
2098	8499.05	-49.95	177600.05	173607.25
2099	8499.05	-49.95	177600.05	173607.25
2100	8499.05	-49.95	177600.05	173607.25
2101	8499.05	-49.95	177600.05	173607.25
2102	8499.05	-49.95	177600.05	173607.25
2103	8499.05	-49.95	177600.05	173607.25
2104	8499.05	-49.95	177600.05	173607.25
2105	8499.05	-49.95	177600.05	173607.25
2106	8499.05	-49.95	177600.05	173607.25
2107	8499.05	-49.95	177600.05	173607.25
2108	8499.05	-49.95	177600.05	173607.25
2109	8499.05	-49.95	177600.05	173607.25
2110	8499.05	-49.95	177600.05	173607.25
2111	8499.05	-49.95	177600.05	173607.25
2112	8499.05	-49.95	177600.05	173607.25
2113	8499.05	-49.95	177600.05	173607.25
2114	8499.05	-49.95	177600.05	173607.25
2115	8499.05	-49.95	177600.05	173607.25
2116	8499.05	-49.95	177600.05	173607.25
2117	8499.05	-49.95	177600.05	173607.25
2118	8499.05	-49.95	177600.05	173607.25
2119	8499.05	-49.95	177600.05	173607.25
2120	8499.05	-49.95	177600.05	173607.25
2121	8499.05	-49.95	177600.05	173607.25
2122	8499.05	-49.95	177600.05	173607.25
2123	8499.05	-49.95	177600.05	173607.25
2124	8499.05	-49.95	177600.05	173607.25
2125	8499.05	-49.95	177600.05	173607.25
2126	8499.05	-49.95	177600.05	173607.25
2127	8499.05	-49.95	177600.05	173607.25
2128	8499.05	-49.95	177600.05	173607.25
2129	8499.05	-49.95	177600.05	173607.25
2130	8499.05	-49.95	177600.05	173607.25
2131	8499.05	-49.95	177600.05	173607.25
2132	8499.05	-49.95	177600.05	173607.25
2133	8499.05	-49.95	177600.05	173607.25
2134	8499.05	-49.95	177600.05	173607.25
2135	8499.05	-49.95	177600.05	173607.25
2136	8499.05	-49.95	177600.05	173607.25
2137	8499.05	-49.95	177600.05	173607.25
2138	8499.05	-49.95	177600.05	173607.25
2139	8499.05	-49.95	177600.05	173607.25
2140	8499.05	-49.95	177600.05	173607.25
2141	8499.05	-49.95	177600.05	173607.25
2142	8499.05	-49.95	177600.05	173607.25
2143	8499.05	-49.95	177600.05	173607.25
2144	8499.05	-49.95	177600.05	173607.25
2145	8499.05	-49.95	177600.05	173607.25
2146	8499.05	-49.95	177600.05	173607.25
2147	8499.05	-49.95	177600.05	173607.25
2148	8499.05	-49.95	177600.05	173607.25
2149	8499.05	-49.95	177600.05	173607.25
2150	8499.05	-49.95	177600.05	173607.25
2151	8499.05	-49.95	177600.05	173607.25
2152	8499.05	-49.95	177600.05	173607.25
2153	8499.05	-49.95	177600.05	173607.25
2154	8499.05	-49.95	177600.05	173607.25
2155	8499.05	-49.95	177600.05	173607.25
2156	8499.05	-49.95	177600.05	173607.25
2157	8499.05	-49.95	177600.05	173607.25
2158	8499.05	-49.95	177600.05	173607.25
2159	8499.05	-49.95	177600.05	173607.25
2160	8499.05	-49.95	177600.05	173607.25
2161	8499.05	-49.95	177600.05	173607.25
2162	8499.05	-49.95	177600.05	173607.25
2163	8499.05	-49.95	177600.05	173607.25
2164	8499.05	-49.95	177600.05	173607.25
2165	8499.05	-49.95	177600.05	173607.25
2166	8499.05	-49.95	177600.05	173607.25
2167	8499.05	-49.95	177600.05	173607.25
2168	8499.05	-49.95	177600.05	173607.25
2169	8499.05	-49.95	177600.05	173607.25
2170	8499.05	-49.95	177600.05	173607.25
2171	8499.05	-49.95	177600.05	173607.25
2172	8499.05	-49.95	177600.05	173607.25
2173	8499.05	-49.95	177600.05	173607.25
2174	8499.05	-49.95	177600.05	173607.25
2175	8499.05	-49.95	177600.05	173607.25
2176	8499.05	-49.95	177600.05	173607.25
2177	8499.05	-49.95	177600.05	173607.25
2178	8499.05	-49.95	177600.05	173607.25
2179	8499.05	-49.95	177600.05	173607.25
2180	8499.05	-49.95	177600.05	173607.25
2181	8499.05	-49.95	177600.05	173607.25
2182	8499.05	-49.95	177600.05	173607.25
2183	8499.05	-49.95	177600.05	173607.25
2184	8499.05	-49.95	177600.05	173607.25
2185	8499.05	-49.95	177600.05	173607.25
2186	8499.05	-49.95	177600.05	173607.25
2187	8499.05	-49.95	177600.05	173607.25
2188	8499.05	-49.95	177600.05	173607.25
2189	8499.05	-49.95	177600.05	173607.25
2190	8499.05	-49.95	177600.05	173607.25
2191	8499.05	-49.95	177600.05	173607.25
2192	8499.05	-49.95	177600.05	173607.25
2193	8499.05	-49.95	177600.05	173607.25
2194	8499.05	-49.95	177600.05	173607.25
2195	8499.			

PARTIAL PARCEL NUMBER	TOTAL ACRES	PART TAKEN ACRES	AREA IN EXISTING PLAT, ACRES	REMAINING AREA ACRES	EASEMENT ACRES	SQUARE FEET	PARCEL NUMBER
0001	0.475	0.195	0.320	0.284	0.105	10,919.07	002
0004	5.434	5.007	52.266	52.266	0.165	143,347.00	003
0005	5.471	0.321	5.250	5.250	0.165	143,347.00	004



PROP. CURVE C1
 P.C. STA. = 94+91.69
 Δ = 1° 50' 37" (RT)
 D = 0' 42" 58"
 R = 8,000.00'
 T = 126.72'
 L = 257.43'
 E = 1.04'
 q = ———
 Y.R. = ———
 S.E. RUN = ———
 P.C. STA. = 93+62.97
 P.T. STA. = 96+20.40

SEE SHEET 6
FOR TOTAL HOLDING
DIAGRAM

UNIT DEVELOPMENT
REC'D 8-31-2012 AS DOC. NO. R2012-096238

SECTION 1. General Section Line
PAVED - 0.7 Miles
EXISTING CENTERLINE
ADJACENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT LOCATION
EXISTING ACCESS CONTROL LINE

[illegible]

ALL ESTIMATIONS ARE MEASURED DISTANCES SPECIFIED. FOR FRANCHISINGS, MEASURES AND DISTANCES WERE OBTAINED FROM THE 1990 U.S. CENSUS. FOR THE AMERICAN DELTA IN 1991, PLANT COORDINATE SYSTEM, LAST YEAR, THE AMERICAN DELTA IN 1991, PLANT COORDINATE SYSTEM.

STATE OF ILLINOIS

[illegible]

DATE AT STOREWOOD, ILLINOIS THIS 9TH DAY OF JANUARY, 2020 A.D.



CL. HOLDS PROFESSIONAL LAND SURVEYOR NO. 3423
 LICENSE EXPIRATION DATE: 1/30/2020
 THIS PROFESSIONAL SURVEYOR IS THE CURRENT
 LICENSEE OF THE STATE OF ALABAMA.

R.T. & A.
Ruetzger, Tonell & Associates, Inc.
Corporate Offices: Lombard Avenue, RIT Campus
Watsonville, CA 95076 (408) 845-1000
Fax: (408) 845-1001
or write your representative

R.T. & A. Drug, No.: 2010-1466-00

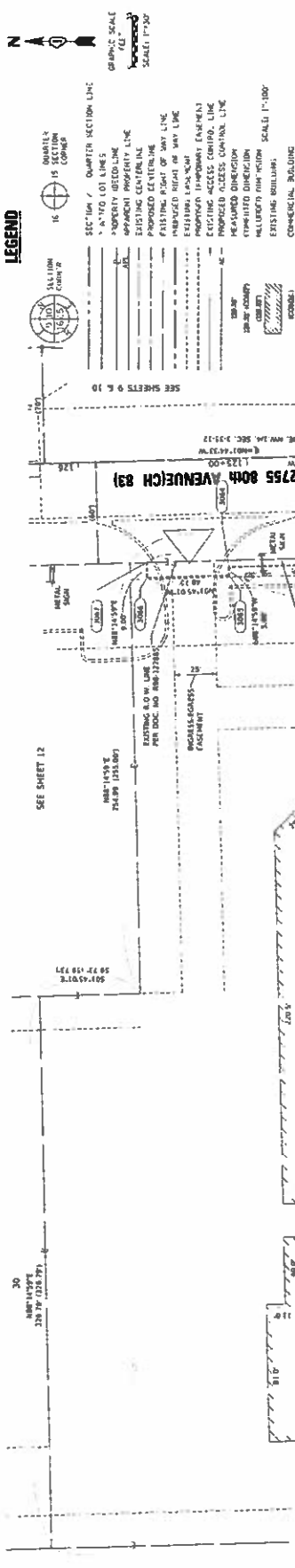
PLAT OF HIGHWAYS

**WILL COUNTY
DIVISION OF TRANSPORTATION
FALL 27th ANNUAL CHRON**

DATE: 11-01-80 TIME: 10:30 AM
 TO: 103-0 51
 FROM: 103-0 51
 SUBJECT: 103-0 51
 SECTION: 06-00922-16-1P
 JOB NO.: 6-55-DON-97
 STA. 88+75.60 TO STA. 90+20.40

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LABARWAY ROAD
JOLIET, ILLINOIS 60433

REVISION DATE	12/18/2019	REVISION MADE BY	TR
REVISION DATE	11/07/2019	REVISION MADE BY	TR
REVISION DATE	10/07/2019	REVISION MADE BY	TR

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

0001TC	4.80	5.00	9.00	205.325	3083	321.965.72	-64.41	1781553.937	1128611.67	1005	325.12.34	-69.41	1781700.357	1128604.159	1004	321.12.14	-64.43	1781700.310	1128609.148	1006	323.005.84	-69.40	1781748.812	1128605.068
--------	------	------	------	---------	------	------------	--------	-------------	------------	------	-----------	--------	-------------	-------------	------	-----------	--------	-------------	-------------	------	------------	--------	-------------	-------------

[illegible][illegible]

[illegible]

IN DATE: 13/03/19 PREVISION WAGE @: 1.0

JOLLEY, ELINOR BOAZ	
1914	1914
1915	1915
1916	1916
1917	1917
1918	1918
1919	1919
1920	1920
1921	1921
1922	1922
1923	1923
1924	1924
1925	1925
1926	1926
1927	1927
1928	1928
1929	1929
1930	1930
1931	1931
1932	1932
1933	1933
1934	1934
1935	1935
1936	1936
1937	1937
1938	1938
1939	1939
1940	1940
1941	1941
1942	1942
1943	1943
1944	1944
1945	1945
1946	1946
1947	1947
1948	1948
1949	1949
1950	1950
1951	1951
1952	1952
1953	1953
1954	1954
1955	1955
1956	1956
1957	1957
1958	1958
1959	1959
1960	1960
1961	1961
1962	1962
1963	1963
1964	1964
1965	1965
1966	1966
1967	1967
1968	1968
1969	1969
1970	1970
1971	1971
1972	1972
1973	1973
1974	1974
1975	1975
1976	1976
1977	1977
1978	1978
1979	1979
1980	1980
1981	1981
1982	1982
1983	1983
1984	1984
1985	1985
1986	1986
1987	1987
1988	1988
1989	1989
1990	1990
1991	1991
1992	1992
1993	1993
1994	1994
1995	1995
1996	1996
1997	1997
1998	1998
1999	1999
2000	2000
2001	2001
2002	2002
2003	2003
2004	2004
2005	2005
2006	2006
2007	2007
2008	2008
2009	2009
2010	2010
2011	2011
2012	2012
2013	2013
2014	2014
2015	2015
2016	2016
2017	2017
2018	2018
2019	2019
2020	2020
2021	2021
2022	2022
2023	2023
2024	2024
2025	2025
2026	2026
2027	2027
2028	2028
2029	2029
2030	2030
2031	2031
2032	2032
2033	2033
2034	2034
2035	2035
2036	2036
2037	2037
2038	2038
2039	2039
2040	2040
2041	2041
2042	2042
2043	2043
2044	2044
2045	2045
2046	2046
2047	2047
2048	2048
2049	2049
2050	2050
2051	2051
2052	2052
2053	2053
2054	2054
2055	2055
2056	2056
2057	2057
2058	2058
2059	2059
2060	2060
2061	2061
2062	2062
2063	2063

WILL COUNTY DIVISION OF TRANSPORTATION
16341 W. LABARWAY ROAD
JOLIET, ILLINOIS 60433

PARCEL NUMBER	TOTAL TAXED HATCH ACRES	TAXES PAID LAST YEAR (\$)	AREA TAXED LAST YEAR (H.A.)	REVENUE	ACRES TAXED THIS YEAR	PARCEL NUMBER
00011E	0.263	0.000	0.000	0.000	0.010	21-15-405-001
00021E	0.264	0.000	0.000	0.000	0.010	21-15-405-002
00031E	0.263	0.000	0.000	0.000	0.010	21-15-405-003
00041E	0.263	0.000	0.000	0.000	0.010	21-15-405-004
00051E	0.263	0.000	0.000	0.000	0.010	21-15-405-005
00061E	0.263	0.000	0.000	0.000	0.010	21-15-405-006
00071E	0.263	0.000	0.000	0.000	0.010	21-15-405-007
00081E	0.263	0.000	0.000	0.000	0.010	21-15-405-008
00091E	0.263	0.000	0.000	0.000	0.010	21-15-405-009
00101E	0.263	0.000	0.000	0.000	0.010	21-15-405-010
00111E	0.263	0.000	0.000	0.000	0.010	21-15-405-011
00121E	0.263	0.000	0.000	0.000	0.010	21-15-405-012
00131E	0.263	0.000	0.000	0.000	0.010	21-15-405-013
00141E	0.263	0.000	0.000	0.000	0.010	21-15-405-014
00151E	0.263	0.000	0.000	0.000	0.010	21-15-405-015
00161E	0.263	0.000	0.000	0.000	0.010	21-15-405-016
00171E	0.263	0.000	0.000	0.000	0.010	21-15-405-017
00181E	0.263	0.000	0.000	0.000	0.010	21-15-405-018
00191E	0.263	0.000	0.000	0.000	0.010	21-15-405-019
00201E	0.263	0.000	0.000	0.000	0.010	21-15-405-020
00211E	0.263	0.000	0.000	0.000	0.010	21-15-405-021
00221E	0.263	0.000	0.000	0.000	0.010	21-15-405-022
00231E	0.263	0.000	0.000	0.000	0.010	21-15-405-023
00241E	0.263	0.000	0.000	0.000	0.010	21-15-405-024
00251E	0.263	0.000	0.000	0.000	0.010	21-15-405-025
00261E	0.263	0.000	0.000	0.000	0.010	21-15-405-026
00271E	0.263	0.000	0.000	0.000	0.010	21-15-405-027
00281E	0.263	0.000	0.000	0.000	0.010	21-15-405-028
00291E	0.263	0.000	0.000	0.000	0.010	21-15-405-029
00301E	0.263	0.000	0.000	0.000	0.010	21-15-405-030
00311E	0.263	0.000	0.000	0.000	0.010	21-15-405-031
00321E	0.263	0.000	0.000	0.000	0.010	21-15-405-032
00331E	0.263	0.000	0.000	0.000	0.010	21-15-405-033
00341E	0.263	0.000	0.000	0.000	0.010	21-15-405-034
00351E	0.263	0.000	0.000	0.000	0.010	21-15-405-035
00361E	0.263	0.000	0.000	0.000	0.010	21-15-405-036
00371E	0.263	0.000	0.000	0.000	0.010	21-15-405-037
00381E	0.263	0.000	0.000	0.000	0.010	21-15-405-038
00391E	0.263	0.000	0.000	0.000	0.010	21-15-405-039
00401E	0.263	0.000	0.000	0.000	0.010	21-15-405-040
00411E	0.263	0.000	0.000	0.000	0.010	21-15-405-041
00421E	0.263	0.000	0.000	0.000	0.010	21-15-405-042
00431E	0.263	0.000	0.000	0.000	0.010	21-15-405-043
00441E	0.263	0.000	0.000	0.000	0.010	21-15-405-044
00451E	0.263	0.000	0.000	0.000	0.010	21-15-405-045
00461E	0.263	0.000	0.000	0.000	0.010	21-15-405-046
00471E	0.263	0.000	0.000	0.000	0.010	21-15-405-047
00481E	0.263	0.000	0.000	0.000	0.010	21-15-405-048
00491E	0.263	0.000	0.000	0.000	0.010	21-15-405-049
00501E	0.263	0.000	0.000	0.000	0.010	21-15-405-050
00511E	0.263	0.000	0.000	0.000	0.010	21-15-405-051
00521E	0.263	0.000	0.000	0.000	0.010	21-15-405-052
00531E	0.263	0.000	0.000	0.000	0.010	21-15-405-053
00541E	0.263	0.000	0.000	0.000	0.010	21-15-405-054
00551E	0.263	0.000	0.000	0.000	0.010	21-15-405-055
00561E	0.263	0.000	0.000	0.000	0.010	21-15-405-056
00571E	0.263	0.000	0.000	0.000	0.010	21-15-405-057
00581E	0.263	0.000	0.000	0.000	0.010	21-15-405-058
00591E	0.263	0.000	0.000	0.000	0.010	21-15-405-059
00601E	0.263	0.000	0.000	0.000	0.010	21-15-405-060
00611E	0.263	0.000	0.000	0.000	0.010	21-15-405-061
00621E	0.263	0.000	0.000	0.000	0.010	21-15-405-062
00631E	0.263	0.000	0.000	0.000	0.010	21-15-405-063
00641E	0.263	0.000	0.000	0.000	0.010	21-15-405-064
00651E	0.263	0.000	0.000	0.000	0.010	21-15-405-065
00661E	0.263	0.000	0.000	0.000	0.010	21-15-405-066
00671E	0.263	0.000	0.000	0.000	0.010	21-15-405-067
00681E	0.263	0.000	0.000	0.000	0.010	21-15-405-068
00691E	0.263	0.000	0.000	0.000	0.010	21-15-405-069
00701E	0.263	0.000	0.000	0.000	0.010	21-15-405-070
00711E	0.263	0.000	0.000	0.000	0.010	21-15-405-071
00721E	0.263	0.000	0.000	0.000	0.010	21-15-405-072
00731E	0.263	0.000	0.000	0.000	0.010	21-15-405-073
00741E	0.263	0.000	0.000	0.000	0.010	21-15-405-074
00751E	0.263	0.000	0.000	0.000	0.010	21-15-405-075
00761E	0.263	0.000	0.000	0.000	0.010	21-15-405-076
00771E	0.263	0.000	0.000	0.000	0.010	21-15-405-077
00781E	0.263	0.000	0.000	0.000	0.010	21-15-405-078
00791E	0.263	0.000	0.000	0.000	0.010	21-15-405-079
00801E	0.263	0.000	0.000	0.000	0.010	21-15-405-080
00811E	0.263	0.000	0.000	0.000	0.010	21-15-405-081
00821E	0.263	0.000	0.000	0.000	0.010	21-15-405-082
00831E	0.263	0.000	0.000	0.000	0.010	21-15-405-083
00841E	0.263	0.000	0.000	0.000	0.010	21-15-405-084
00851E	0.263	0.000	0.000	0.000	0.010	21-15-405-085
00861E	0.263	0.000	0.000	0.000	0.010	21-15-405-086
00871E	0.263	0.000	0.000	0.000	0.010	21-15-405-087
00881E	0.263	0.000	0.000	0.000	0.010	21-15-405-088
00891E	0.263	0.000	0.000	0.000	0.010	21-15-405-089
00901E	0.263	0.000	0.000	0.000	0.010	21-15-405-090
00911E	0.263	0.000	0.000	0.000	0.010	21-15-405-091
00921E	0.263	0.000	0.000	0.000	0.010	21-15-405-092
00931E	0.263	0.000	0.000	0.000	0.010	21-15-405-093
00941E	0.263	0.000	0.000	0.000	0.010	21-15-405-094
00951E	0.263	0.000	0.000	0.000	0.010	21-15-405-095
00961E	0.263	0.000	0.000	0.000	0.010	21-15-405-096
00971E	0.263	0.000	0.000	0.000	0.010	21-15-405-097
00981E	0.263	0.000	0.000	0.000	0.010	21-15-405-098
00991E	0.263	0.000	0.000	0.000	0.010	21-15-405-099
01001E	0.263	0.000	0.000	0.000	0.010	21-15-405-100

PROJECT COORDINATES				
Illinois State Plane, East Zone, NAD 83 (2011)				
PTS	STATION	OFFSET	NORTH	EAST
35	101+99.32	0.13	1782006.399	1120661.983
3180	112+13.07	-145.20	1782275.164	1127071.092
3184	112+12.08	-20.20	17821140.190	1127834.108
2031	114+08.63	0.00	1782206.341	1128070.777
18	N/A	N/A	1782118.765	1127590.442



151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 539
 540
 541
 542
 543
 544
 545
 546
 547
 548
 549
 550
 551
 552
 553
 554
 555
 556
 557
 558
 559
 560
 561
 562
 563
 564
 565
 566
 567
 568
 569
 570
 571
 572
 573
 574
 575
 576
 577
 578
 579
 580
 581
 582
 583
 584
 585
 586
 587
 588
 589
 590
 591
 592
 593
 594
 595
 596
 597
 598
 599
 600
 601
 602
 603
 604
 605
 606
 607
 608
 609
 610
 611
 612
 613
 614
 615
 616
 617
 618
 619
 620
 621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650
 651
 652
 653
 654
 655
 656
 657
 658
 659
 660
 661
 662

ALL DISTANCES ARE MEASURED UNLESS OTHERWISE SPECIFIED. COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT). GRID DISTANCES ARE "GRID NOT "GEODESIC". TO OBTAIN GEODESIC DISTANCES, USE GRID DISTANCES AT THE COMBINATION FACTOR OF 1.999944152.

SEE SHEET 20

TABLE OF CONTENTS

THIS IS TO CERTIFY THAT I, GENEVA L. RESNARD, AN ILINOIS PROFESSIONAL DESIGNER, HAVE REVIEWED THE PLANS, SPECIFICATIONS, AND CALCULATIONS SUBMITTED BY THE ARCHITECT, AND HAVE DETERMINED THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS PROFESSIONAL DESIGNERS ACT, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS PROFESSIONAL DESIGNERS ACT, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS PROFESSIONAL DESIGNERS ACT.

ARRIVED AT MOOREWOOD, ALLIANCE THIS 9TH DAY OF JANUARY, 1968 A.M.

ILLINOIS PROFESSIONAL AND SERVICE NO. 342

THESE ARE THE SAME TWO STORIES

61/00/01	9	W	NO:51A.30
61/10/11	13	W	NO:51A.30
61/01/12	17	W	NO:51A.30
61/10/20	21	W	NO:51A.30
61/10/30	25	W	NO:51A.30
61/10/40	29	W	NO:51A.30
61/10/50	33	W	NO:51A.30
61/10/60	37	W	NO:51A.30
61/10/70	41	W	NO:51A.30
61/10/80	45	W	NO:51A.30
61/10/90	49	W	NO:51A.30
61/10/00	53	W	NO:51A.30
61/10/10	57	W	NO:51A.30
61/10/20	61	W	NO:51A.30
61/10/30	65	W	NO:51A.30
61/10/40	69	W	NO:51A.30
61/10/50	73	W	NO:51A.30
61/10/60	77	W	NO:51A.30
61/10/70	81	W	NO:51A.30
61/10/80	85	W	NO:51A.30
61/10/90	89	W	NO:51A.30
61/10/00	93	W	NO:51A.30
61/10/10	97	W	NO:51A.30
61/10/20	101	W	NO:51A.30
61/10/30	105	W	NO:51A.30
61/10/40	109	W	NO:51A.30
61/10/50	113	W	NO:51A.30
61/10/60	117	W	NO:51A.30
61/10/70	121	W	NO:51A.30
61/10/80	125	W	NO:51A.30
61/10/90	129	W	NO:51A.30
61/10/00	133	W	NO:51A.30
61/10/10	137	W	NO:51A.30
61/10/20	141	W	NO:51A.30
61/10/30	145	W	NO:51A.30
61/10/40	149	W	NO:51A.30
61/10/50	153	W	NO:51A.30
61/10/60	157	W	NO:51A.30
61/10/70	161	W	NO:51A.30
61/10/80	165	W	NO:51A.30
61/10/90	169	W	NO:51A.30
61/10/00	173	W	NO:51A.30
61/10/10	177	W	NO:51A.30
61/10/20	181	W	NO:51A.30
61/10/30	185	W	NO:51A.30
61/10/40	189	W	NO:51A.30
61/10/50	193	W	NO:51A.30
61/10/60	197	W	NO:51A.30
61/10/70	201	W	NO:51A.30
61/10/80	205	W	NO:51A.30
61/10/90	209	W	NO:51A.30
61/10/00	213	W	NO:51A.30
61/10/10	217	W	NO:51A.30
61/10/20	221	W	NO:51A.30
61/10/30	225	W	NO:51A.30
61/10/40	229	W	NO:51A.30
61/10/50	233	W	NO:51A.30
61/10/60	237	W	NO:51A.30
61/10/70	241	W	NO:51A.30
61/10/80	245	W	NO:51A.30
61/10/90	249	W	NO:51A.30
61/10/00	253	W	NO:51A.30
61/10/10	257	W	NO:51A.30
61/10/20	261	W	NO:51A.30
61/10/30	265	W	NO:51A.30
61/10/40	269	W	NO:51A.30
61/10/50	273	W	NO:51A.30
61/10/60	277	W	NO:51A.30
61/10/70	281	W	NO:51A.30
61/10/80	285	W	NO:51A.30
61/10/90	289	W	NO:51A.30
61/10/00	293	W	NO:51A.30
61/10/10	297	W	NO:51A.30
61/10/20	301	W	NO:51A.30
61/10/30	305	W	NO:51A.30
61/10/40	309	W	NO:51A.30
61/10/50	313	W	NO:51A.30
61/10/60	317	W	NO:51A.30
61/10/70	321	W	NO:51A.30
61/10/80	325	W	NO:51A.30
61/10/90	329	W	

61	1A8	207M	40151A30	61/
61	1A8	207M	40151A30	61/
61	1A8	207M	40151A30	61/



PLAT OF HIGHWAYS
WILL COUNTY
DIVISION OF TRANSPORTATION
FAU 2755 80th AVENUE (CH231)

(MAILS: UNIT 53 TO 34,000 51)
 COUNTY: #11
 JULY 1964 41-55-300 97
 SECTION 06-0022-16-4P
 TWA: 111-40 TO STA. 114-00
 SCALE: 1"=30'

SHEET 2 OF 21 SHEETS

WILL COUNTY DIVISION OF TRANSPORTATION
 16641 W. LARAWAY ROAD
 JOYET 81 MI. S. 80401

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60431

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-013

**A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF 80TH AVENUE FROM SOUTH
OF TIMBER DRIVE EXTENDING TO THE SOUTH OF THE INTERSECTION OF 191ST
STREET BY THE COUNTY OF WILL**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2020-R-013

A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO THE SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the County of Will, in cooperation with the Cook County Department of Transportation and the Village of Tinley Park, is in the process of preparing contract plans and acquiring additional right of way needed for the improvements of 80th Avenue (County Highway 83) from south of Timber Drive extending to the south of the intersection of 191st Street; and

WHEREAS, the improvement along this section of 80th Avenue lies within the corporate limits of the Village of Tinley Park; and

WHEREAS, the Village of Tinley Park, in order to facilitate the free flow of traffic and to insure safety to the motor public and residents of the Village, is desirous of the improvement of 80th Avenue (County Highway 83)) from south of the intersection of Timber Drive extending to the south of the intersection of 191st Street; and

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That the Mayor and Village Board find and hereby declare that it is in the best interests of the Village of Tinley Park to provide their support for the right of way and easement acquisitions and the improvement of 80th Avenue (County Highway 83) from south of the intersection of Timber Drive extending south of the intersection of 191st Street by the County of Will.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-013 “**A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF THE 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

PUBLIC COMMENT

ADJOURNMENT