

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PUBLIC WORKS CENTER DEMONSTRATION RAIN GARDEN IN THE VILLAGE OF OAK PARK, ILLINOIS**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois ("MWRDGC") and the Village of Oak Park, an Illinois home rule municipal corporation, (hereinafter the "VILLAGE"). Together, the 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;

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

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

**WHEREAS**, one component of the MWRDGC's stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5;

**WHEREAS**, the MWRDGC has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent

decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014) (“Consent Decree”), and the MWRDGC’s formal Commitment herein is intended to satisfy that obligation;

**WHEREAS**, the VILLAGE is located within the boundaries of Cook County, Illinois;

**WHEREAS**, pursuant to the Village home rule authority, the Village may construct and maintain green infrastructure; and

**WHEREAS**, the VILLAGE proposes the construction of demonstration rain gardens at the Public Works Center, including a downspout disconnection, two rain gardens, a crushed granite walking path, and native planting zones located at 201 South Blvd., in Oak Park, Illinois.

The proposed green infrastructure installations at the location will provide a total design retention capacity of 8,149 gallons of stormwater per rain event. The downspout disconnection, two rain gardens, a crushed granite walking path, and native planting zones will serve to further the MWRDGC’s goal of informing the public of the value of green infrastructure;

**WHEREAS**, the VILLAGE intends to perform the design, construction, operation and maintenance of the proposed green infrastructure installations;

**WHEREAS**, the VILLAGE’s proposed plans to construct the green infrastructure installations in the VILLAGE may be approached more effectively, economically, and comprehensively with the VILLAGE and the MWRDGC cooperating and using their joint efforts and resources;

**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;

**WHEREAS**, on April 18, 2019, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the VILLAGE;

**WHEREAS**, on March 18, 2019, the Village's Board of Trustees authorized the VILLAGE to enter into an intergovernmental agreement with the MWRDGC;

**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 the 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 construction, operation, and maintenance of downspout disconnection, two rain gardens, a crushed granite walking path, and native planting zones. These improvements (hereinafter the "Project") are categorized by the MWRDGC as "green infrastructure".
2. The VILLAGE, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project shall be designed to capture up to 8,149 gallons of stormwater per rain event.
4. 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 the creation of the two rain gardens and

native planting zones. Subject to availability, the MWRDGC will provide the biosolids free of charge with the VILLAGE being required to pay only for any transportation costs necessary to deliver the biosolids to the Project area.

5. The Project shall realize all public benefits of helping to alleviate flooding, located within the Project area of the VILLAGE, as shown in Exhibit 1.
6. The VILLAGE shall provide the MWRDGC with a copy of 60% and 98% complete Construction Documents for the MWRDGC's approval as to the Project's intended stormwater and green infrastructure benefits to the public.
7. The MWRDGC shall review and provide comments to the VILLAGE as to the Project's intended stormwater and/or green infrastructure benefit to the public in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents. The VILLAGE shall incorporate the MWRDGC's review comments into the Construction Documents.
8. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on the MWRDGC's review of the Construction Documents including addenda and change orders, the Project will not provide sufficient design retention capacity.
9. While MWRDGC will reimburse the VILLAGE for a portion of the Project, the VILLAGE bears sole responsibility for the overall cost, expense and payment for the Project.
10. The VILLAGE will publicly advertise the Project and publicly 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 the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, (attached to this Agreement 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 the 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.

11. The VILLAGE agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the VILLAGE agrees to be obligated as the 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.
12. 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 this Agreement.
13. 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.
14. The VILLAGE shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 4. At its sole cost and expense, the

VILLAGE shall operate and maintain the Project in accordance with the O&M Plan.

15. The MWRDGC shall reimburse the VILLAGE for 50.00% of the total construction cost of the Project, but in no event shall that amount exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Maximum Reimbursement Amount"). All funding provided by MWRDGC shall be exclusively to reimburse the VILLAGE for the construction of the Project. The VILLAGE will be responsible for securing funding or contributing its own funds for all 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 Construction Documents. The VILLAGE shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to the VILLAGE in accordance with the following schedule:

- a. 50% at 50% completion of construction; and
- b. 50% at final completion and after final inspection by the MWRDGC.

16. The MWRDGC's Maximum Reimbursement Amount is based on the funding amount that the MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from the MWRDGC beyond the current fiscal year is subject to the approval of the MWRDGC's Board of Commissioners.

17. To date, the VILLAGE has spent approximately \$0.00 on engineering, property acquisition, and other design-related project costs.

18. To date, the VILLAGE has secured and will contribute approximately \$20,000.00 of funding towards total construction costs, including construction inspection.

19. As a condition for reimbursement, the VILLAGE shall submit copies of construction invoices to the MWRDGC for the MWRDGC's review and approval, such approval not to be unreasonably withheld.

20. The VILLAGE shall return all funds provided by the MWRDGC if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the VILLAGE's initial award of a construction contract related to the Project, unless the MWRDGC approves an extension prior to the expiration of the two (2) 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 the 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 the MWRDGC in any part of the Project.

#### **Article 5. Maintenance**

1. The VILLAGE, at its sole cost and expense, shall maintain the downspout disconnection, two rain gardens, a gravel walking path, and native planting zones and any other associated appurtenances in accordance with the O&M plan approved by the MWRDGC for a time period of at least twenty (20) years from the date of final completion of the construction of the demonstration rain gardens at the Public Works Center.
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 benefit. 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 the MWRDGC within thirty (30) days of completion.
3. The 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 the MWRDGC, the 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, the MWRDGC may cause such maintenance to be performed and the VILLAGE shall pay the

MWRDGC the entire cost the 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 benefit, the MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to the 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 will provide the MWRDGC with thirty (30) days' notice prior to Bid Advertisement for the Project.
2. Construction. The VILLAGE shall provide the MWRDGC with a construction schedule and provide the MWRDGC a minimum of seventy-two (72) hours' notice before the following project milestones:
  - Start of work
  - Substantial completion
  - Completion of work

#### **Article 7. Signage**

Wherever green infrastructure is present and visible to the community, signs shall permanently be displayed setting forth the following information "This project is a joint effort between the Village of Oak Park and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs shall be maintained by the VILLAGE, and shall include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects.

**Article 8. Termination by the VILLAGE**

Prior to commencement of construction of the Project, the VILLAGE may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The VILLAGE shall return all Project-related funds received from the MWRDGC no later than fourteen (14) days following its termination of the Agreement.

**Article 9. Termination by the MWRDGC**

Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the VILLAGE in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

**Article 10. Effective Date**

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

**Article 11. Duration**

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for a period of twenty (20) years from the date of final completion of the construction of the demonstration rain gardens at the Public Works Center.

**Article 12. Non-Assignment**

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

**Article 13. 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 14. Indemnification**

The VILLAGE shall defend, indemnify, and hold harmless the 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 15. 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 \$20,000.00 in funds for this Project, which are separate from and in addition to the funds to be provided by the MWRDGC under this Agreement.

#### **Article 16. Representations of the MWRDGC**

The MWRDGC covenants, represents, and warrants as follows:

1. The 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 the MWRDGC are duly authorized to sign same on behalf of and to bind the 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 the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

#### **Article 17. 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 the MWRDGC and any party other than the VILLAGE.

#### **Article 18. 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 19. 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 20. 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 the 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 21. 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 22. 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 23. Amendments**

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

#### **Article 24. 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 25. 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 the MWRDGC or the VILLAGE shall be cumulative, and election by the 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 26. 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; or (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 OAK PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PUBLIC WORKS CENTER DEMONSTRATION RAIN GARDEN IN THE VILLAGE OF OAK PARK, ILLINOIS" 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 27, unless otherwise specified and agreed to by the Parties.

**Article 27. 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 the MWRDGC:  
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: oconnorc@mwrdd.org

For the VILLAGE:  
Public Works Director  
Village of Oak Park  
201 South Blvd  
Oak Park, IL 60302  
Phone: (708)358-5700  
Fax: (708) 358-5711  
Email: jwielebnicki@oak-park.us

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 and fax number of the representative for such Party for the purpose hereof.

**Article 28. 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 Oak 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 Oak Park, an Illinois home rule municipal corporation

BY: *Cara Pavlicek*  
Cara Pavlicek, Village Manager

3/20/2019  
Date

ATTEST

BY: *Vicki Scaman*  
Vicki Scaman, Village Clerk

3/20/2019  
Date

REVIEWED AND APPROVED  
ASTONISH

*[Signature]*  
MAR 13 2019  
LAW DEPARTMENT

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Frank Arko 5-14-2019  
Chairman of the Committee on Finance Date

Brian Berkovich 5.9.19  
Executive Director Date

ATTEST:

Jacqueline Jones 5.14.19  
Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Joe Kutys/MSAK 5-6-19  
Engineer of Stormwater Management Date

William Stoff 5/7/19  
Assistant Director of Engineering Date

Catherine A O'Connor 5/8/19  
Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Ellen Matry 5/9/19  
Head Assistant Attorney Date

Susan Mark 5/9/19  
General Counsel Date

### Exhibits and Attachments

<u>TITLE</u>	<u>DATED</u>	<u>PAGES</u>
Exhibit 1: Project Vicinity Map and Project Conceptual Drawing	03/18	1 to 2
Exhibit 2: MWRDGC's Purchasing Act	02/16	1 to 12
Exhibit 3: Multi-Project Labor Agreement (MPLA)	10/17; 04/18	MPLA-CC-1 to MPLA-CC-49
Exhibit 4: Operation and Maintenance Plan, Inspection Log	03/18	1 to 12

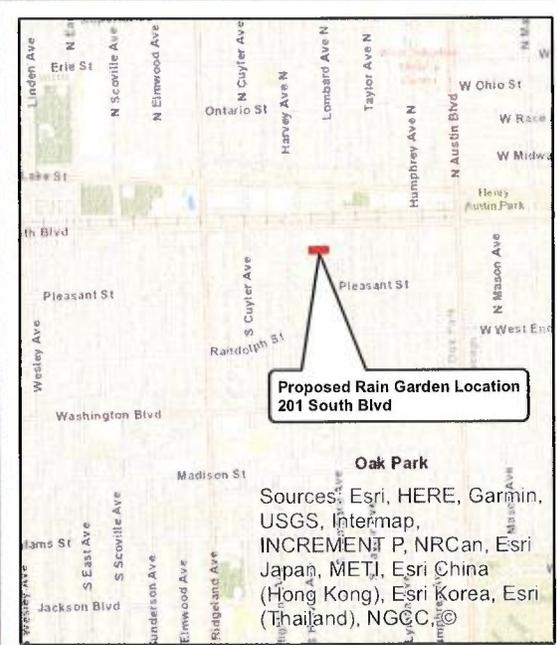
**EXHIBIT 1**

**PROJECT VICINITY MAP AND CONCEPTUAL DRAWING**



Oak Park Public Works Facility  
 201 South Blvd  
 Oak Park, IL 60302

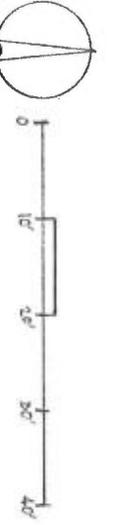
Proposed Demonstration Rain Garden



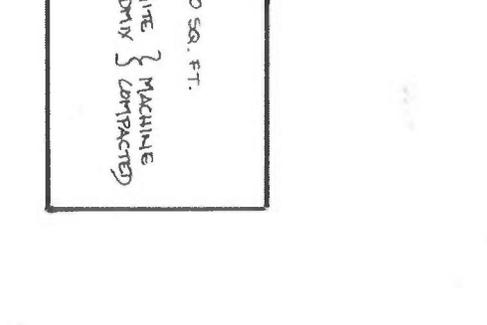
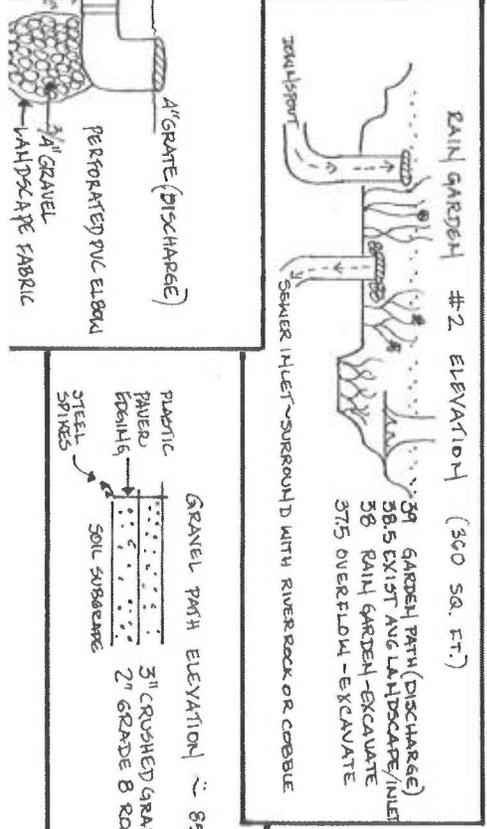
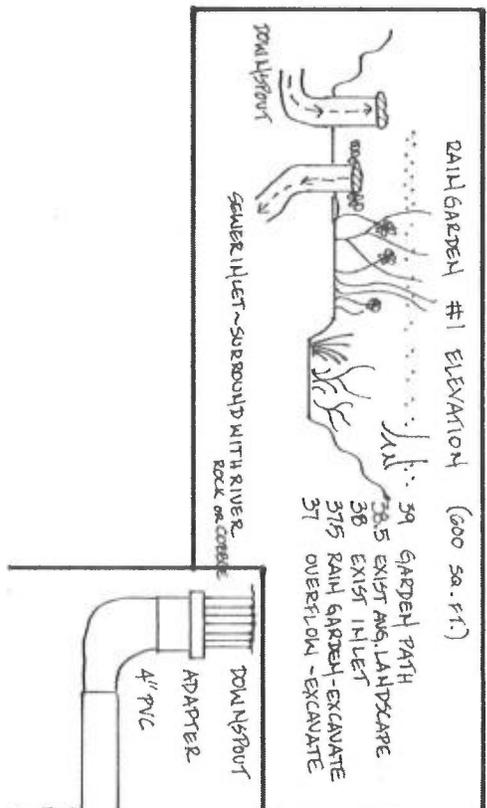
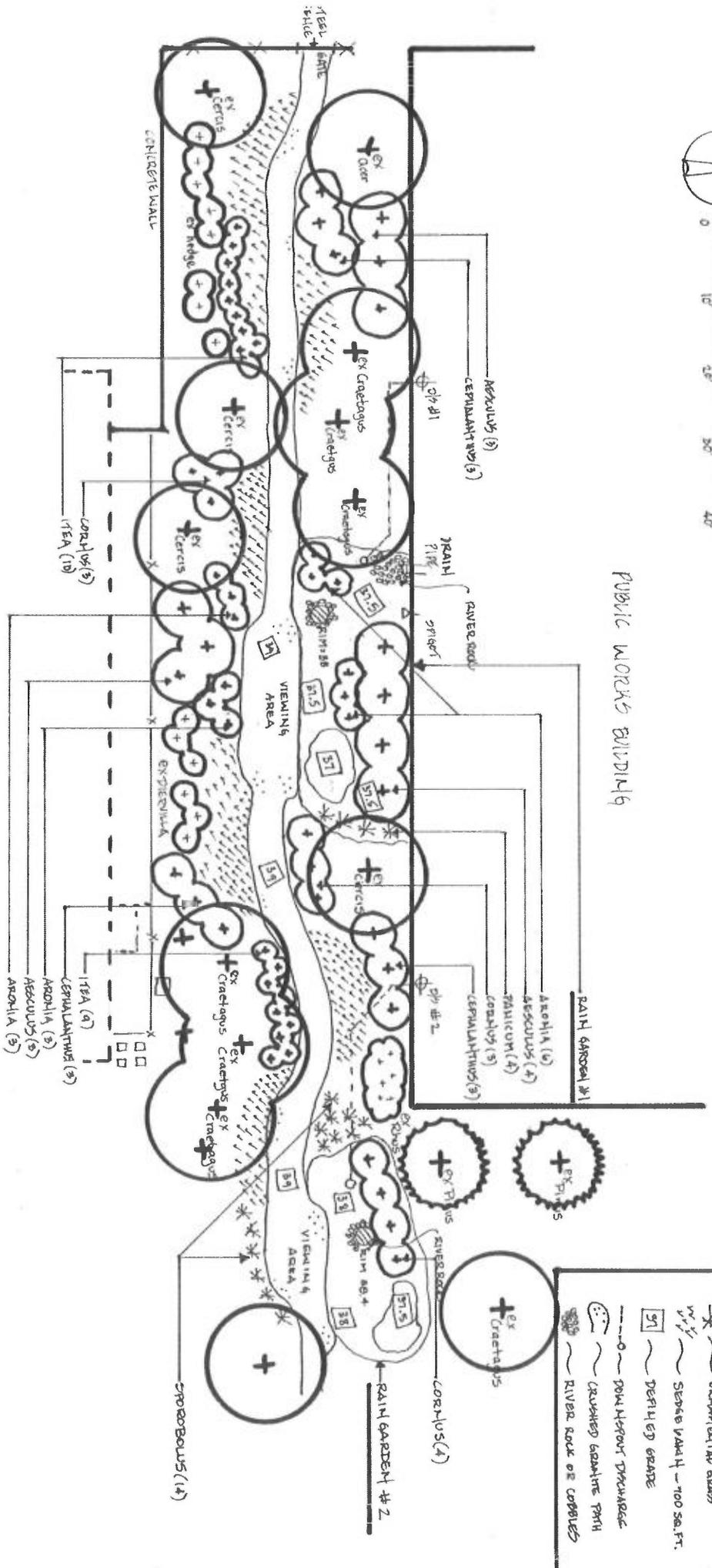
0 40 80 Feet

**Exhibit 1: Project Vicinity Map and Project Conceptual Drawing  
 Public Works Center Demonstration Rain Garden in Village of Oak Park**





PUBLIC WORKS BUILDING



- KEY
- Irregular woody
  - Ornamental grass
  - Sewage vault - 100 sq. ft.
  - Perforated grate
  - Downspout discharge
  - Crushed granite path
  - River rock or cobble

**EXHIBIT 2**  
**DISTRICT PURCHASING ACT**

(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.)

**EXHIBIT 3**  
**MULTI-PROJECT LABOR AGREEMENT (MPLA)**

**MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)**

**With**

**CERTIFICATE OF COMPLIANCE**

**CONTAINS:**

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

MPLA-CC-01

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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.

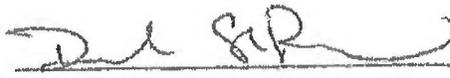
[Remainder of page intentionally left blank. Signature page follows.]

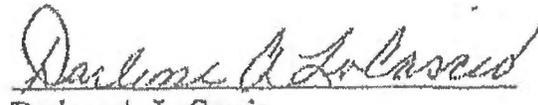
September 6, 2017

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

Dated this 10TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

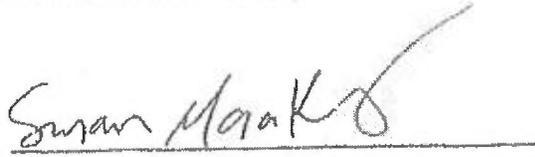
  
David St. Pierre  
Executive Director  
Management

  
Darlene A. LoCascio  
Director of Procurement and Materials

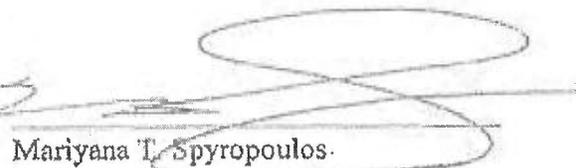
Approved as to Form and Legality

  
Helen Shields-Wright  
Head Assistant Attorney *HSW*

  
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 PLA

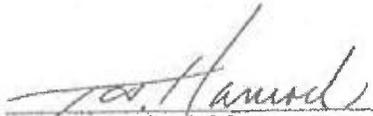
September 6, 2017

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

Dated this the 15<sup>th</sup> 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

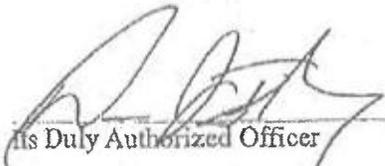
September 6, 2017

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:

Proas Sen  
Its Duly Authorized Officer

MWRD PA

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:

Dary Munnell  
Its Duly Authorized Officer

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:

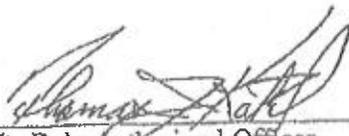
James F. Coyne  
Its Duty Authorized Officer

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

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

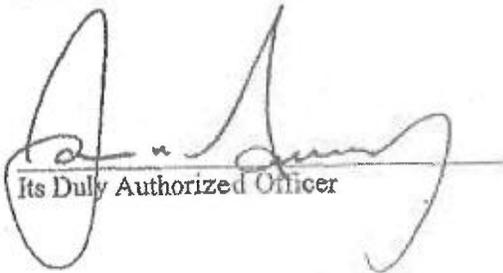
MWRD PLA  
September 6, 2017

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 USO  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

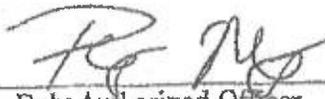
MWRD PLA  
September 6, 2017

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: Mechanists Local 126  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

MWRD PLA

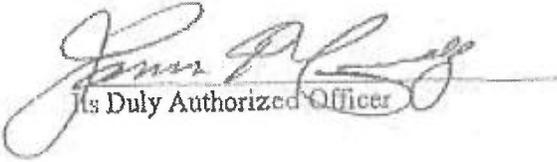
September 6, 2017

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: LABORERS' DISTRICT COUNCIL  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRB PLA

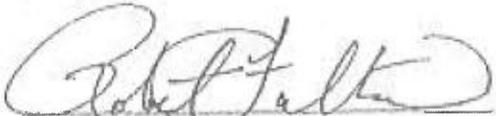
September 6, 2017

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

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

On behalf of: RIGGER LOCAL #136  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRP PLA

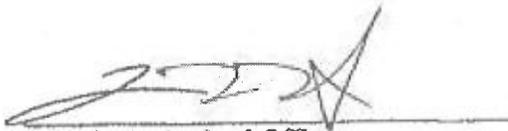
September 6, 2017

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

Dated this the 10 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron 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:

Craig Schubert  
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<sup>th</sup> day of September, 2017 in Chicago, Cook County, Illinois.

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

APPROVED:

Wm. J. Magin  
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: IUEC 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 IBCW  
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: CAROL MASON & PLASTICS  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

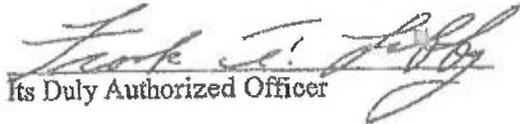
September 6, 2017

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 CARPENTERS  
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: BLACK LAYERS AND ALLIED CRAFTS  
Labor Organization

APPROVED:



Its Daily Authorized Officer

MWRD PLA

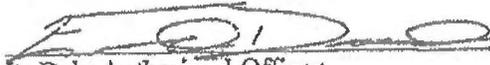
September 6, 2017

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

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## 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.*  
AF677AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

DocuSigned by:  
*Tom Villanova*  
13CD8D06A0D49E

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

**EXHIBIT 4**

**OPERATION AND MAINTENANCE PLAN AND INSPECTION LOG**

**VILLAGE OF OAK PARK**  
**OPERATIONS & MAINTENANCE PLAN**  
**FOR**  
**PUBLIC WORKS CENTER DEMONSTRATION RAIN GARDEN**

**OWNER INFORMATION**

Village of Oak Park  
201 South Blvd.  
Oak Park, IL 60302  
CONTACT: Director of Public Works      Phone:708-358-5700

**Bioswale, Rain Garden, and Bioretention O&M Overview**

Maintenance is necessary for any type of infrastructure, whether it be catch basins, and underground piping, or green infrastructure. This plan will overview the maintenance needed to keep nature-based infrastructure functional for the long-term. This plan is designed to keep the plants healthy, and the storage voids open in order to keep infiltrating water over the lifetime of the project. It shall be monitored and revised as necessary.

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the Village of Oak Park's inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). If a BMP is installed and is not listed in this guidance document, an O&M specification section must be created.

An inspection and maintenance schedule that complies with this O&M plan shall be created. This schedule shall provide for routine examination of all BMPs and incorporate the varying maintenance needs of each BMP. Each BMP-specific O&M sheet shall serve as a checklist for design elements that require inspection, the frequency of inspections, conditions that indicate that maintenance is needed and correlate to the Owner-maintained log book. The O&M plan must be signed by the Owner and notarized using the Owner's certification statement found at the end of the O&M plan.

In cases where there will be a transfer of ownership of a BMP, a copy of the O&M plan must be provided to each new Owner prior to the consummation of a sale, and the O&M plan must be signed by the new Owner, notarized, and kept on record.

Upon completion of project construction, the following O&M procedures shall take effect and be conducted perpetually from the date that construction was completed.

**A. Operation And Maintenance Practices**

1. O&M plan procedures and practices must be reviewed and assessed annually.
2. Drainage structures and flow restrictors must be inspected and cleaned semi-annually.
3. Volume control BMPs shall be inspected semi-annually and after significant rainfall events exceeding 1.5 inches
4. The Owner shall keep an updated log book documenting the performance of the required O&M activities for the duration of the agreement. Log books must be produced upon the request of a

MWRD inspector. In general, the logbook shall note all inspection dates, facility components and BMPs inspected, and any maintenance performed and repairs made. All inspections and maintenance, both routine and emergency, shall be recorded in the logbook.

5. Vegetation shall be maintained on a regular basis.
6. Pest control measures shall be implemented to address insects and rodents.
7. Signage and fencing shall be installed and maintained where necessary to protect property and the public.

## **B. General Operations and Maintenance Scope**

### **1. Monthly: Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec**

- a. The Owner shall keep an updated log book documenting the performance of the required O&M activities for the duration of the agreement. Log books must be produced upon the request of a MWRD inspector. In general, the log book shall note all inspection dates, facility components and BMPs inspected, and any maintenance performed and repairs made. All inspections and maintenance, both routine and emergency, shall be recorded in the log book. The log book shall correlate to the O&M schedule and checklist.
- b. Vegetation shall be maintained on a regular basis.
- c. Pest control measures shall be implemented to address insects and rodents.
- d. Signage and fencing shall be maintained, cleaned and repaired where necessary to protect property and the public.

### **2. Twice per year: May, Nov**

- a. Drainage structures and flow restrictor shall be inspected and cleaned semi-annually.
- b. Volume control BMPs shall be inspected semi-annually and after significant rainfall events exceeding 1.5 inches.

### **3. Once per year: Jul (or another month with lower traffic)**

- a. O&M plan procedures and practices must be reviewed and assessed annually. Assign maintenance personnel specific O&M responsibilities for all onsite BMPs.
- b. Access routes including roadways and sidewalks shall be inspected annually and maintained as needed.

## **C. Structure Maintenance**

Bioretention basins, stormwater structures, and cleanouts are designed so that the structure is accessible for inspection and maintenance. Structure maintenance procedures must meet OSHA confined space entry requirements.

### **1. Four times per year: Feb, May, Aug, Nov**

- a. Inspect drainage and stormwater structures for sedimentation and debris. This includes, but is not limited to, catch basins, pipes, backflow preventers, flow restrictors, cleanouts, surface cisterns, and subsurface vaults.

- b. As needed, use a jetvac system to remove sediment and debris from structures and subsurface vaults when the sediment zone or sedimentation chamber is full as well as from inlet and outlet pipes. Sediment shall be tested for toxicants in compliance with applicable disposal requirements and if any indications of pollution are found. Remove any floating debris.
- c. Repair structures or equipment that show signs of excessive wear or damage.
- d. Structure access and maintenance procedures must meet OSHA confined space entry requirements.

**D. Landscape Maintenance - Rain Gardens, Vegetated Swales, Bioretention Areas and Detention Systems**

Properly designed and installed rain gardens, swales, bioinfiltration and detention systems require maintenance similar to traditionally landscaped areas after a successful establishment period (typically three (3) years). During periods of extended drought, these systems may require watering approximately every 10 days. See Plant Maintenance and Tree Care sections herein for other plant based maintenance requirements.

**1. Monthly During Growing Season: Apr, May, Jun, Jul, Aug, Sep, Oct**

- a. Identify the source of ponding when extended periods of ponding, typically greater than 48-72 hours depending on the weather, occur within the bioretention area.
  - i. Inspect cleanouts to determine if the underdrain or downstream storm line are clogged as evidenced by standing water in the cleanouts to the elevation of the surface ponding in the bioretention area.
  - ii. If no water is standing in the cleanouts, the bioretention surface may be clogged. The bioretention surface shall be re-inspected following a rainfall event sufficient to cause ponding to determine if the bioretention surface is clogged. The clogged soil shall be remediated by removing the top one to two inches of bioretention soil until the area drains. Removed soil shall be replaced in November after the growing season ends. Replacement bioretention soil must meet project specifications.
- b. Re-seed and/or replant bare areas in accordance with project plans and specifications; install appropriate erosion control measures when native soil is exposed or erosion channels are forming.
- c. Re-mulch void areas.
- d. Remove, as needed, matted organic debris such as large leaves and other layered matter that prevents movement of water into the soil.
- e. Rake accumulated sediment from the rain garden, swale or bioretention surface, taking care to protect plants. Minor accumulations may be raked into the soil.
- f. Remove litter and debris.
- g. Inspect and clear obstructions inlet and outlet pipes as needed.

**2. Twice per year: May, Aug**

- a. Inspect areas to identify accumulation of sediment and matted organic debris that could seal the surface as well as extended duration of ponding (ponding for more than 24 hours

after cessation of rain). Inspections shall be conducted semi-annually and after rainfall events exceeding 1.5".

- b. Inspect trees, shrubs and plants to evaluate health.

### 3. Once per year: Aug

- a. Inspect and correct erosion problems, damage to vegetation, sediment and debris accumulation, and pools of standing water.
- b. Inspect for uniformity in cross-section and longitudinal slope, correct as needed.
- c. Inspect facility and pretreatment areas for erosion, vegetative conditions, etc.

## E. Plant Maintenance

To maintain the property, the Owner shall provide basic maintenance services including the maintenance of trees, shrubs and ornamental perennials. The schedule for maintenance activities shall be designed to promote healthy plant growth and to enhance the natural beauty of these areas. Maintenance will include mowing, weed control, pest management, mulching, pruning, watering and fertilization to ensure healthy, vigorous plant growth.

Like any garden, weeding is one of the most important tasks in maintaining the planting areas. It is important for those weeding these areas to be familiar with the appearance of each plant used in the design and the appearance of each plant in all stages of its growth. As the plants flower and release seed they may begin to grow in new locations. Comparing the location of the plants as observed on site with the planting locations shown on the planting plans will be a valuable aid in learning their identification.

### 1. Weekly During Growing Season: Apr, May, Jun, Jul, Aug, Sep, Oct

- a. Water plants 2 to 3 times per week during first growing season.
- b. Water plants during dry periods after first growing season.
- c. Weed vigorously during the first 3 years after installation while plants establish and until they can out-compete weeds.

### 2. Monthly During Growing Season: Apr, May, Jun, Jul, Aug, Sep, Oct

- a. Weeds shall be removed before they are allowed to set seed, at minimum 6 times each growing season. It is preferred to hand-pull weeds, taking care to remove the entire root mass and shake any loose soil back into the planting bed. If herbicide applications are used, care shall be taken to avoid contact with non-weed plants.
- b. Learning the appearance of each species as it opens in the spring, will make it easier to identify new native seedlings and differentiate them from unwanted weeds. Weeds, e.g. unwanted or undesirable plants, shall be pulled before their roots become well established. It is easiest to pull them when the soil is soft after a rain.
  - i. It is easiest to pull weeds when the soil is soft after a rain.
  - ii. At a minimum, the flowers of these undesirable species shall be cut and removed before they set seed.

- iii. As the plantings mature they shall become more robust and the unwanted weeds shall be reduced.
  - iv. Weeding the perennial beds will take approximately 90 minutes for every 1,000 square feet of planting (using a push hoe). The weeding shall be done 3 to 4 times between April and mid-June and on an as-needed basis between mid-June to Nov.
  - v. When uncertain about whether a plant is a weed, it may be helpful to let it grow for a period of time. As the leaves mature it will be easier to match it to the plants that were planted deliberately as part of the design. Maintaining a plant identification chart for all perennials and a common weed identification chart may be helpful.
  - vi. Iowa state university is a good source for weed identification resources. See <http://www.weeds.iastate.edu/mgmt/qtr97-1/weedid.htm>.
- c. Pest management: integrated pest management (IPM) procedures shall be followed to control insects and diseases within shrub and ornamental perennial plant beds. IPM methods shall include establishing action thresholds for certain diseases/pests, monitoring disease/pest levels, developing prevention strategies, and identifying control strategies. Control methods may include mechanical removal (trapping), or highly targeted chemical treatments, such as pheromone applications. Broadcast spraying of non-selective pesticides shall be avoided and used only as a last resort.

### 3. Once per Year Spring Clean-up: Apr

- a. The spring clean-up shall be performed to remove accumulated winter debris from plant beds, and pavement areas.
- b. Clean up shall include cutting back ornamental grasses and flower stalks from herbaceous plants from the previous season's growth. Clean up shall be completed by April 30 each year.
- c. Spring clean-up shall include the removal of winter protection devices such as tree wrapping and burlap snow fence.
- d. Tree Staking: Inspect installed tree staking or remove tree staking for young trees. Note: trees shall not be staked for more than 1 total calendar year.
- e. When fertilizing is required: shrubs, groundcover, and perennials in plant beds shall be fertilized in the spring. Fertilizer shall be of a 1:1:1 ratio (nitrogen : phosphorus : potassium), and the nitrogen portion shall consist of at least 50% slow release nitrogen. The fertilizer shall be acidic in soil reaction, and shall be applied at a rate of three pounds of nitrogen per 1000 SF.
- f. Cut back non-hardy woody shrubs that incur frequent die-back of stems over the winter shall be pruned back to within 6 to 12 inches from the ground each. This includes plants in the following genres: *Rosa*, *Spirea*, *Potentilla* and *Diervilla*.

### 4. Once per year Fall Cleanup: Nov

- a. Remove leaves, branches and spent plant material from plant and cobble bed areas. Winter protection measures as required herein shall also be installed.
- b. All ornamental grasses and certain late-flowering ornamental perennials with decorative seed heads, such as Aster, Echinacea, Rudbeckia, etc. shall be allowed to keep their spent foliage and flower heads through the winter.

- c. Mulching: partially decomposed leaf mulch shall be applied in a 2 inch layer to all bare areas in May of each year.
- d. Perennials and bulbs, except as identified below, shall be deadheaded after blooming, and spent foliage shall be removed.
- e. All ornamental grasses and certain late-flowering ornamental perennials with decorative seed heads, such as aster, *echinacea*, *rudbeckia*, and *sedum*, shall be allowed to keep their spent foliage and flower heads through the winter. Any remaining vegetation from these plants shall be pruned to the ground in March, or early April and removed.

**F. Tree Care**

Basic maintenance services shall include the maintenance of trees and shrubs. The schedule for maintenance activities shall be designed to promote healthy tree growth and to enhance the natural beauty of these areas. Maintenance will include pruning, mulching, staking, pest management, and winter protection and repair measures.

**1. Monthly: Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec**

- a. Inspect trees to remove any torn and hanging branches. Branches shall be pruned off with sharp hand saws or loppers.
- b. Inspect for diseased wood and prune as soon as it is observed. To avoid exposure to oak wilt disease, oak trees (all varieties) shall only be pruned when they plants are dormant (between November and March).
- c. Pest management
  - i. Integrated pest management (IPM) procedures shall be followed to control insects and diseases on trees and large shrubs. IPM methods shall include establishing action thresholds for certain diseases/pests, monitoring disease/pest levels, developing prevention strategies, and identifying control strategies. Control methods may include mechanical removal (trapping), or highly targeted chemical treatments, such as pheromone applications.
  - ii. Broadcast spraying of non-selective pesticides shall be avoided and used only as a last resort.

**2. Once per year: Dec**

- a. Pruning: pruning shall be primarily performed during the winter season between December 1st and March 1st when plants are dormant. Pruning shall be performed to remove diseased or damaged wood and to maintain general form and habit. Any pruning equipment used to remove diseased wood shall be cleaned with a bleach solution before using it on other plants, or non-diseased wood from the same plant. All debris from pruning activities shall be removed and disposed of off-site. Service personnel shall take care to sweep walks and drives after activities are completed. Pruning shall include the following:
  - i. Removal of diseased or damaged wood.
  - ii. Removal of sucker growths at the base of trees.

- iii. Removal of water sprouts from dormant or adventitious buds on the trunks or main branches of trees.
  - iv. Removal of forked or competing leaders on smaller trees.
- b. Winter protection and repair methods: commercial-grade tree wraps shall be installed on all young trees that are susceptible to sun scald in the winter. This includes plants of the following genuses: *Prunus*, *Malus*, *Gleditsia*, *Tilia*, *Acer*, and *Platanus*.
- i. Tree wraps shall be installed during the fall cleanup in November and removed during the spring cleanup in April.
  - ii. Any sun scald damage occurring to the outer bark of young trees shall be removed with a sharp clean knife.

Each stormwater Best Management Practice (BMP) included in this guidance is defined in the BMP guide sheets found in the City of Chicago Stormwater Ordinance; the particular O&M needs of each BMP are also defined.

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## Maintenance Checklist for Bioswales and Rain Gardens

- Refer to the “Village of Oak Park’s Operations & Maintenance Plan for the Public Works Center Demonstration Rain Garden Project” for detailed requirements.
- Maintenance of the rain garden, bioswale, or bioretention area is required, at a minimum, twelve (12) times a year and after significant rainfall events exceeding 1.5 inches.

**Crew foreman:**

**Date:**

**Time:**

**Maintenance Type:**

- Regular (scheduled)  
 Emergency/Corrective Action

**List of Rain Gardens and Bioswales Serviced:**

Maintenance Items	Completed? (Y/N)	Comments*
<b>Structure Maintenance</b>		
Inspect all drainage and stormwater structures		
Remove sediment and debris, repair if necessary		
<b>Landscape</b>		
Inspect for signs of ponding and identify the source of ponding if applicable		
Mow and trim vegetation		
Re-seed and/or replant bare areas		
Remove matted organic debris, as needed		
Remove accumulated sediment, litter, and debris		
Inspect and clear obstructions inlet and outlet pipes		
Inspect trees, shrubs and plants to evaluate health		
Inspect and correct erosion problems, vegetative conditions, etc.		
Mulch (once per year		
<b>Plant Maintenance</b>		
Water Plants as specified in O&M plan		
Pest Management, if needed		
Weed		
Spring / Fall cleanup as specified in O&M plan		

<b>Tree Care</b>		
Inspect trees to remove any torn and hanging branches		
Inspect for diseased wood and prune as soon as it is observed		
Pest Management, if needed		
Prune (once per year, in winter season)		
Winter protection and repair methods		
<b>Replace Plants, Shrubs and Trees as Necessary</b>		
<b>Additional Comments &amp; Corrective Actions Taken:</b>		

\* Include explanation if maintenance is not performed or if further correction action is needed.

## Inspection Log for Rain Garden/Bioretention Area

- Refer to the "Village of Oak Park's Operations & Maintenance Plan for the Public Works Center Demonstration Rain Garden Project" for detailed requirements.
- Maintenance of the rain garden, bioswale, or bioretention area is required, at a minimum, twelve (12) times a year and after significant rainfall events exceeding 1.5 inches.
- Fill out one form for each rain garden/bioswale/bioretention area inspected.

<b>Inspector:</b>  <b>Date:</b> <b>Time:</b> <b>Time Since Last Rain Event, Rainfall Depth:</b>	<b>Project #:</b> <b>Project Name:</b>
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**Rain Garden/Bioretention Area:**  
**General Site Conditions:**

Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
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<b>Vegetation</b>		
For mulched area: complete coverage of hardwood mulch		
For seeded or non-mulched area: 90% cover vegetated.		
No more than 25% cover of invasive or weedy species		
All disturbed areas stabilized against erosion		

<b>Surface Infiltration</b>		
No accumulation of sediment or debris or signs of sedimentation at inflow areas		
No water ponding 24 hours following rain event		
Check for signs of snow piling over winter		

<b>Drainage Structure and Cleanouts Inspection (if equipped)</b>		
No evidence of blockage		
Good condition without need for repair		
Observation wells show water has drained within 72 hours following rain event		

<b>Signage</b>		
Check for signage required for the project		

**Additional Comments, Recommendations:**

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