

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
ORLAND PARK AND THE METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION,  
OPERATION AND MAINTENANCE OF THE STREAMBANK STABILIZATION  
PROJECT ALONG TINLEY CREEK IN ORLAND PARK, ILLINOIS**

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

**WITNESSETH:**

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

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

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

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

**WHEREAS**, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village is empowered to construct and maintain stormwater infrastructure and manage water, sewers, and stormwater within its corporate limits; and

**WHEREAS**, the Village proposes constructing streambank stabilization on Tinley Creek for locations between 151<sup>st</sup> Street and Oriole Court and between 86<sup>th</sup> Avenue and 159<sup>th</sup> Street in

the Village of Orland Park, Illinois, for the public benefit of reducing flooding in the general area (“Public Benefit”); and

**WHEREAS**, the Village intends to design, construct, operate, maintain, and own the proposed stormwater infrastructure; and

**WHEREAS**, the Village’s plans to construct the proposed stormwater infrastructure may be accomplished more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

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

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

**WHEREAS**, on \_\_\_\_\_, the Village Board of the Village of Orland Park, Cook County, Illinois authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

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

**Article 1. Incorporation of Recitals**

The above recitals are incorporated by reference and made a part of this Agreement.

**Article 2. Scope of Work**

1. The work contemplated by this Agreement will include final design, construction, operation, and maintenance of streambank stabilization of approximately 2,200 linear feet of Tinley Creek between 151<sup>st</sup> Street and Oriole Court, and approximately 1,803 linear feet of Tinley Creek between 86<sup>th</sup> Avenue and 159<sup>th</sup> Street, using bioengineering techniques such as geolifts, live-stakes vegetation, and gentler slopes to stabilize both banks. The

aforementioned design work includes placement of retaining walls where site constraints preclude implementation of bioengineering stabilization techniques. These improvements (“Project”) are categorized by MWRDGC as “local stormwater infrastructure.”

2. MWRDGC, at its sole cost and expense, has prepared initial construction drawings, specifications and details for the Project’s contemplated improvements along Tinley Creek between 151<sup>st</sup> Street and Oriole Court and between 86<sup>th</sup> Avenue and 159<sup>th</sup> Street. The Village will prepare final construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will realize the Public Benefit of helping to alleviate flooding within and around the Project area, as shown in Exhibit 1.
4. The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC’s approval as to the Public Benefit.
5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.
6. MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will either incorporate MWRDGC’s review comments into the Construction Documents or the Village will provide its objections to the MWRDGC review comments.
7. Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.
8. After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
9. MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on MWRDGC’s review of the final Construction Documents—including any addenda,

change orders, shop drawings, or field changes—it determines that the Project will not provide the intended Public Benefit.

10. Although 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, which the Village will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
12. 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 will consider and act in general accord with the applicable standards of 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 will 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 will the Village's requirements fall below MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
13. The Village agrees that the Project is a "Covered Project" as defined in 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 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 will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

14. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority- and Women-owned Small Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Small Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals."
15. The Village **must** meet the following participation goals applicable to the Project before construction is completed:
  - a. twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE"); and
  - b. ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises ("WBE"); and
  - c. ten percent (10%) of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Small Business Enterprises ("SBE").
16. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprise ("VBE").
17. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC's participation goals is solely in MWRDGC's discretion. If the Village fails to attain each goal as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
18. The Village will provide MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's participation goals and requirements.

19. To evidence compliance with MWRDGC's participation goals, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE/SBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/SBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE/SBE Utilization Plan and/or VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form or certifying letter may result in a payment delay and/or denial.
20. Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
21. The Village will 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.
22. The Village, at its sole cost and expense, will provide (1) land acquisition and remediation, if any; and (2) construction oversight and administrative support for the Project.
23. The Village will submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for MWRDGC's review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
24. MWRDGC will reimburse the Village for fifty percent (50%) of the cost of final design of the Project, but in no event will that amount exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Maximum Final Design Reimbursement Amount"). The Village

will be responsible for securing funding or contributing its own funds for all costs necessary to complete final design of the Project. The Village will be solely responsible for change orders, overruns, or any other increases in the final design cost of the Project. All funding provided by MWRDGC pursuant to this paragraph will be exclusively to reimburse the Village for final design cost of the Project.

25. MWRDGC will disburse funds to the Village pursuant to the preceding paragraph in accordance with the following schedule:

- a. Twenty-five percent (25%) at receipt of Reimbursement Request for twenty-five percent (25%) completion of final design of the Project;
- b. Twenty-five percent (25%) at receipt of Reimbursement Request for fifty percent (50%) completion of final design of the Project;
- c. Twenty-five percent (25%) at Receipt of Reimbursement Request for seventy-five percent (75%) completion of final design of the Project; and
- d. Subject to the Maximum Final Design Reimbursement Amount, the remaining amount necessary to cover fifty percent (50%) of the final Project design cost shall be paid upon receipt of invoices for final design completion and after final inspection by MWRDGC.

The Village must submit invoices for the representative percentage of final design of the Project within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of completion of final design for the final reimbursement cost. MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The District may opt to not pay any late Reimbursement Request or invoices.

26. MWRDGC will reimburse the Village for seventy and 20/100 percent (70.2%) of the total construction cost of the Project, but in no event will that amount exceed Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,000.00) (the “Maximum Construction Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. 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. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the

Project. All funding provided by MWRDGC pursuant to this paragraph will be exclusively to reimburse the Village for construction of the Project.

27. MWRDGC will disburse funds to the Village pursuant to the preceding paragraph in accordance with the following schedule:

- a. Twenty-five percent (25%) at receipt of Reimbursement Request for twenty-five percent (25%) completion of construction;
- b. Twenty-five percent (25%) at receipt of Reimbursement Request for fifty percent (50%) completion of construction;
- c. Twenty-five percent (25%) at Receipt of Reimbursement Request for seventy-five percent (75%) completion of construction; and
- d. Subject to the Maximum Construction Reimbursement Amount, the remaining amount necessary to cover seventy and 20/100 percent (70.2%) of the Project cost will be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The District may opt to not pay any late Reimbursement Request or invoices.

28. MWRDGC's Maximum Final Design and Construction Reimbursement Amounts under this Agreement are based on the funding amounts that MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of MWRDGC's Board of Commissioners.

29. The Village is responsible for all other Project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by MWRDGC.

30. As a condition for reimbursement, the Village must submit copies of final design and construction invoices to MWRDGC for review along with the respective Reimbursement Requests.



### **Article 3. Permits and Fees**

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain 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. If the Project Site is located entirely within a right of way or perpetual easement or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to MWRDGC. If the Project site is situated entirely in a right of way or perpetual easement or on other property owned solely by and within the Village, and if no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that MWRDGC will provide which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.

3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
4. The Village will record all easements, licenses, or deeds acquired for the Project.
5. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for MWRDGC in any part of the Project.
6. The Village may not lease the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without MWRDGC's prior written approval. The Village must provide MWRDGC with at least sixty (60) days' written notice of the date on which it intends to execute a lease.
7. The Village may not sell or transfer ownership of the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, during the term of the IGA without MWRDGC's prior written approval. The Village must provide MWRDGC with sixty (60) days' written notice of the date on which it intends to sell or transfer the property.

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

1. The Village, at its sole cost and expense, will perpetually maintain the streambank stabilization along Tinley Creek and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project. The Village will 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 must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to MWRDGC within thirty (30) calendar days of completion, and the Village must submit annual reports to MWRDGC by December 31st of each following year.
3. MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.

4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, MWRDGC may cause such maintenance to be performed and the Village will pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
5. In addition to paragraph 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, MWRDGC may require the Village to repay some or all the funding that MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC.
6. In performing its obligations under this Article, the Village will 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 MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
  - Start of work
  - Substantial completion
  - Completion of work

### **Article 7. Termination by the Village**

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

### **Article 8. Termination by MWRDGC**

31. Prior to Bid Advertisement of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. MWRDGC may terminate this Agreement if: (a) the Village does not award construction of the Project within one (1) year from the date of execution of the IGA; or (b) 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. If the MWRDGC elects to terminate this Agreement based on expiration of the two (2) year completion period, then the Village must return all funds provided by MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, MWRDGC may approve an extension prior to the expiration of the one (1) year award period or two (2) year completion period for delays outside the Village control and where the Village made good faith efforts to advance the project.

**Article 9. Effective Date**

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

**Article 10. Duration**

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement will remain in full force and effect for perpetuity.

**Article 11. Non-Assignment**

Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

**Article 12. Waiver of Personal Liability**

No official, employee, or agent of either Party to this Agreement will 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 in this Agreement, nor will he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 13. Indemnification**

The Village will defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") 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 Parties and arise out of or are in any way related to: (1) construction, operation, ownership, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

**Article 14. Representations of the Village**

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms 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's allocated funds as described in Article 2 are separate from and in addition to the funds MWRDGC will provide under this Agreement.

**Article 15. Representations of MWRDGC**

MWRDGC covenants, represents, and warrants as follows:

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

### **Article 16. Disclaimers**

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

### **Article 17. Waivers**

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

### **Article 18. Severability**

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

### **Article 19. Necessary Documents**

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

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

The Parties agree to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement will 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 in this Agreement.

#### **Article 21. Entire Agreement**

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

#### **Article 22. Amendments**

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

#### **Article 23. References to Documents**

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

#### **Article 24. Judicial and Administrative Remedies**

The Parties agree that this Agreement and any subsequent Amendment will 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 an appropriate court of competent jurisdiction located in Cook County, Illinois.

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

**Article 25. Notices**

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will 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 will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will 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 overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; 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. In the heading of all notices, the Parties must identify the project by stating as follows: “IGA between the Village of Orland Park and MWRDGC for 2021 Streambank Stabilization along Tinley Creek.”

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

**Article 26. Representatives**

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For MWRDGC:	For the Village:
Director of Engineering	George Koczvara
Metropolitan Water Reclamation District of Greater Chicago	Village Manager

100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
Email: oconnorc@mwrdd.org

14700 S. Ravinia Ave.  
Orland Park, Illinois 60462  
Phone: (708) 403-6155  
Email: gkoczwarra@orlandpark.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and email address.

**Article 27. Interpretation and Execution**

1. The Parties agree that this Agreement will 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 will execute this Agreement in quadruplicate with original signatures unless the Parties otherwise agree.

**Article 28. Exhibits and Attachments**

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- Exhibit 1:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3:** MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
- Exhibit 4:** Affirmative Action Ordinance, Revised Appendix D
- Exhibit 5:** Veteran's Business Enterprise Contracting Policy, Appendix V
- Exhibit 6:** M/W/SBE Utilization Plan
- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan, Inspection Log
- Exhibit 10:** Project site property interest documents or Affidavit

The Metropolitan Water Reclamation District of Greater Chicago and the Village of Orland Park have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the last attested date.

VILLAGE OF ORLAND PARK

BY: \_\_\_\_\_  
Keith Pekau, Mayor

ATTEST:

\_\_\_\_\_  
John C. Mehalek, Village Clerk

Date \_\_\_\_\_

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

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Chairman of the Committee on Finance

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Executive Director

ATTEST:

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Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

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Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

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Head Assistant Attorney

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General Counsel