



Legislation Details (With Text)

<b>File #:</b>	2021-0656	<b>Version:</b>	0	<b>Name:</b>	Tinley Creek Stabilization - Intergovernmental Agreement (IGA) between Village of Orland Park and MWRDGC
<b>Type:</b>	MOTION	<b>Status:</b>		<b>Status:</b>	PASSED
<b>File created:</b>	9/2/2021	<b>In control:</b>		<b>In control:</b>	Board of Trustees
<b>On agenda:</b>	9/7/2021	<b>Final action:</b>		<b>Final action:</b>	9/7/2021
<b>Title:</b>	Tinley Creek Stabilization - Intergovernmental Agreement (IGA) between Village of Orland Park and MWRDGC				
<b>Code sections:</b>					
<b>Attachments:</b>	1. Tinley Creek IGA				

Date	Ver.	Action By	Action	Result
9/7/2021	0	Board of Trustees		
9/2/2021	0	Engineering Programs & Services	INTRODUCED TO BOARD	

**Title**

Tinley Creek Stabilization - Intergovernmental Agreement (IGA) between Village of Orland Park and MWRDGC

**History**

An Intergovernmental Agreement was negotiated between the Village of Orland Park and Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Design Engineering Services and a Construction Contract for the Tinley Creek Stabilization Project. This proposed agreement was reviewed by the following staff and their comments have been incorporated in the Agreement:

- MWRDGC’s engineering staff;
- Village’s engineering staff;
- Village Manager’s office;
- MWRDGC’s attorneys; and
- Village’s attorneys.

The agreement is attached for Board of Trustees review. The following are major items that are included in the Agreement:

-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.

-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.

-The Village must meet the following MWRDGC participation goals applicable to the Project before construction is completed:

- 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
- 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
- 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”).

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”).

The Village, at its sole cost and expense, will provide land acquisition and remediation, if any; and construction oversight and administrative support for the project.

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.

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.

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.

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.

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.

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.

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.

The Village, at its sole cost and expense through the creation of a SSA, will perpetually maintain the streambank stabilization along Tinley Creek and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.

### **Financial Impact**

This agreement imposes financial obligations on the Village for the execution of the Tinley Creek Design Engineering Services and construction of the streambank stabilization improvements.

### **Recommended Action/Motion**

I move to approve the Intergovernmental Agreement by and between the Village of Orland Park and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for the Design, Construction, Operation and Maintenance of the Streambank Stabilization Project along Tinley Creek in Orland Park, Illinois.