

Village Board Agenda Memo

Date: April 13, 2021

To: President and Board of Trustees

From: Richard Radde, Public Works Director 
Julia Cedillo, Village Manager 

RE: Metropolitan Water Reclamation District – IGA for Permeable Pavement Intersections

PURPOSE

Staff is seeking the approval of an Intergovernmental Agreement (IGA) with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC).

GENERAL BACKGROUND:

In 2017, the MWRD established the Green Infrastructure Partnership Opportunity Program to help fund green infrastructure projects in their service area. In August of 2020, Village staff submitted a funding application for the Reconstructing Intersections with Permeable Pavers Project. The project seeks to reconstruct three intersections on Monroe Avenue at Community, Robinhood, and Sherwood to help mitigate stormwater runoff. The project is anticipated to cost (minus water main replacement) approximately \$624,745.55. MWRD is funding this project at 50.1% or not to exceed \$172,000.00 of the total construction cost. Village funds will cover the cost of Engineering.

The project consists of excavating the intersections to a depth of between 3 and 3.5 feet, installing a geotechnical fabric, adding a stone base, and installing brick pavers. Storm inlets will be evaluated during the design phase of engineering and added to the scope of work to ensure that any deficiencies are corrected during the project.

Once Engineering is completed and reviewed by the MWRD, this project will be competitively bid for construction. It is anticipated that this project will be constructed in the summer into early fall of FY21/22.

Attorney Keating reviewed the IGA several times and approved it as presented.

STAFF RECOMMENDATION:

Staff recommends approving the Intergovernmental Agreement between the MWRD and the Village of La Grange Park for the Reconstruction of Intersections with Permeable Pavers.

MOTION/ACTION REQUESTED:

This item is both for discussion and action.

Motion: To Approve A Resolution Authorizing Execution Of An Intergovernmental Agreement By And Between The Village Of La Grange Park And The Metropolitan Water Reclamation District Of Greater Chicago For The Permeable Paver Intersection Reconstruction Project In La Grange Park, Illinois

DOCUMENTATION:

- Resolution
- MWRDGC – Intergovernmental Agreement

^ What is MWRD's role in local green infrastructure projects?

As the regional stormwater authority for Cook County, the MWRD is committed to the use of GI to help reduce flooding while reducing load on the sewer system. The MWRD also recognizes the vital role of local government in addressing flooding concerns through the innovative use of GI. In 2015, the MWRD adopted a Green Infrastructure Plan to increase the acceptance and investment of GI throughout Cook County. Since that time, the MWRD has partnered with dozens of agencies to fund GI projects such as rain gardens, bioswales/bioretention areas, permeable pavement systems, and rain water harvesting systems.

Starting in 2017, the MWRD introduced the Green Infrastructure Call for Projects to scale up its investment into GI. This effort resulted with the MWRD initially partnering with 19 communities and public agencies throughout Cook County to fund and build GI projects. Due to the success of the program, a 2018 Call for Projects was released and the MWRD partnered with 19 additional communities and public agencies. These projects will provide up to 5 million gallons of stormwater runoff storage to over 1,400 benefiting structures with the use of rain gardens, bioswales, and permeable pavement in parking lots, alleys, and residential streets. The MWRD is now currently reviewing more GI project opportunities for 2019 after another call for proposals was held.



Riverside commuter parking lot



Berwyn green alley

RESOLUTION NO. 21-02

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF LA GRANGE PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE PERMEABLE PAVER INTERSECTION RECONSTRUCTION PROJECT IN LA GRANGE PARK, ILLINOIS

WHEREAS, in 2017, the Metropolitan Water Reclamation District of Greater Chicago introduced the Green Infrastructure Partnership Opportunity Program, and

WHEREAS, the Village of La Grange Park submitted a grant application to Reconstruct Intersections with Permeable Pavers; and

WHEREAS, the Village of La Grange Park has been chosen as the recipient of funding by the Metropolitan Water Reclamation District of Greater Chicago; and

WHEREAS, the Village of La Grange Park seeks to partner with the Metropolitan Water Reclamation District of Greater Chicago for a green infrastructure project; and

NOW, THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

1. That the *Intergovernmental Agreement between the Village of La Grange Park and the Metropolitan Water Reclamation District*, attached hereto is approved.
2. That the President is authorized to execute the agreement, and the Village Clerk is authorized to attest the agreement.
3. The Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 13th day of April, 2021.

YES:

NOS:

ABSENT:

Approved this 13th day of April, 2021.

Dr. James L. Discipio, Village President

ATTEST:

Meghan M. Kooi
Village Clerk

APPROVED AS TO FORM: Agreement Approved by Village Attorney on 4/6/2021

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF LA GRANGE PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PERMEABLE PAVER INTERSECTION RECONSTRUCTION IN LA GRANGE PARK, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) 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 La Grange Park, a municipal corporation and non-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 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, one component of MWRDGC’s stormwater management program includes green infrastructure, which is 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 set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, MWRDGC committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the 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), and MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

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

WHEREAS, pursuant to Division 139 of Article 11 of the Illinois Municipal Code, the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes constructing three permeable intersections with permeable pavers in the following locations in La Grange Park, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): the intersections of Monroe Street and Community Drive, Monroe Street and Robinhood Lane, and Monroe Street and Sherwood Avenue; and

WHEREAS, the aforementioned green infrastructure installations will provide the total design retention capacity set forth in Article 2 and further MWRDGC's goal of informing the public of the value of green infrastructure; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's plans to construct the proposed green infrastructure installations 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 April 15, 2021, MWRDGC's Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on April 13, 2021, the President and Board of Trustees of the Village of La Grange 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 design, construction, operation, and maintenance of permeable intersections. These improvements (“Project”) are categorized by MWRDGC as “green infrastructure.”
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture at least seventy-eight thousand seven hundred fifty-three (78,753) gallons of stormwater per rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary area to the green infrastructure installation so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.
5. 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.
6. 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.
7. 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 incorporate MWRDGC's review comments into the Construction Documents.

8. 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 after final completion of the construction project.
9. 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.
10. 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 sufficient design retention capacity and the intended Public Benefit.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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 “participation goals.”
16. 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”).
17. 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 Enterprises (“VBE”).

18. 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).
19. 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.
20. 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 or denial.
21. 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.
22. 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.

23. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
24. 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.
25. MWRDGC will reimburse the Village for fifty and 10/100 percent (50.1%) of the total construction cost of the Project, but in no event will that amount exceed Two Hundred Seventy-Two Thousand and 00/100 Dollars (\$272,000.00) (the "Maximum 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 will be exclusively to reimburse the Village for construction of the Project.
26. MWRDGC will disburse funds to the Village 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 Reimbursement Amount, the remaining amount necessary to cover fifty and 10/100 percent (50.1%) 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.

27. MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount 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.
28. 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.
29. As a condition for reimbursement, the Village must submit copies of construction invoices to MWRDGC for review along with the respective Reimbursement Requests.
30. 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 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 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 the 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 the MWRDGC's prior written approval. The Village must provide the 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 the MWRDGC's prior written approval. The

Village must provide the 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 maintain the permeable intersections and any other associated appurtenances for a period of twenty-five (25) years 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 Partner Agency 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. Notification to Residents

1. Wherever green infrastructure is present and visible to the community, the Village will permanently display signs setting forth the following information: "This project is a joint effort between the Village of La Grange 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 will be maintained by the Village and will include educational information about the benefits of green infrastructure. MWRDGC will provide examples of signage used for similar projects.
2. The Village will maintain on its website a hyperlink leading to the URL for MWRDGC's website (<http://www.mwrld.org>).
3. The Village will advertise on its website—or, alternatively, in newsletters, bills, payment receipts, fliers, social media posts, or other mediums, electronic or otherwise—any upcoming MWRDGC-affiliated community events that are scheduled to occur within the Village's geographic boundaries or jurisdiction at least two weeks in advance of their scheduled occurrence or within two weeks after notice of their scheduled occurrence is transmitted to the Village's representative designated pursuant to Subsection 5 of this Article 7.
4. Upon request by MWRDGC, the Village will submit to MWRDGC a report detailing the following:
 - Any MWRDGC-affiliated community events advertised pursuant to the preceding subsection (if none, then the report will so state); and
 - The timeframe during which those advertisements were transmitted; and
 - The mediums employed to transmit those advertisements.

5. Immediately upon execution of this Agreement the following individuals will represent the Parties as a primary contact in all matters under this Article 7—including, but not limited to, notices or advertisements of upcoming MWRDGC-affiliated events—and, in addition to the individuals named in Article 27 of this Agreement, will be entitled to receipt of notice in all matters under this Article 7.

For the MWRDGC:
Public & Intergovernmental Affairs
Officer
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-6626
Email: publicaffairsinfo@mwr.org

For the Village:
Julia A. Cedillo
Village Manager
Village of La Grange Park
447 North Catherine Avenue
La Grange Park, Illinois 60526
Phone: (708) 579-2370
Email: jcedillo@lagrangepark.org

Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article 7, which notice will include the name, address, telephone number, and electronic mail address of the representative for such Party for the purpose of providing notice.

6. The rights, duties, and obligations of this Article 7 - except those set forth in Subsection 1 - will automatically terminate upon MWRDGC's payment of the final installment of any payments owed to the Village under the terms of this Agreement, or once two (2) years have elapsed since the date on which this Agreement was fully executed by all Parties, whichever of those two dates comes first.

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 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 9. Termination by MWRDGC

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 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 to the signature pages.

Article 11. 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 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement 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 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 14. Indemnification

The Village will defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 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 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 16. 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 17. 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 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, 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 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 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 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 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 22. 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 23. Amendments

This Agreement cannot 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 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 25. 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 26. 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 La Grange Park and MWRDGC for the 2021 Permeable Intersection Project.”

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 27 or Article 7, as applicable, 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 primary contacts and must receive notice in all matters under this Agreement. For matters under Article 7, notice must also be given to the individuals named in that Article as primary contacts.

For MWRDGC:	For the Village:
Director of Engineering	Julia Cedillo, Village Manager
Metropolitan Water Reclamation District of Greater Chicago	Village of La Grange Park
100 East Erie Street	447 North Catherine Avenue
Chicago, Illinois 60611	La Grange Park, Illinois 60526
Phone: (312) 751-7905	Phone: (708) 579-2370
Email: oconnorc@mwrdd.org	Email: jcedillo@lagrangepark.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 28. 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 29. 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 Village of La Grange Park, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the last attested date.

VILLAGE OF LA GRANGE PARK

BY: _____
James L. Discipio, Village President

ATTEST:

Megan Kooi, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

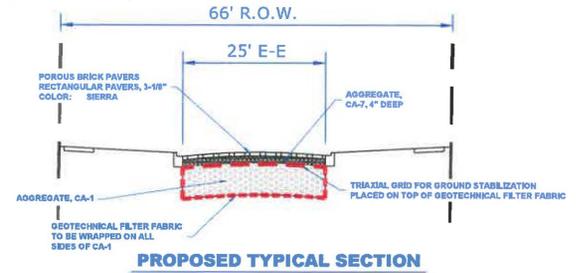
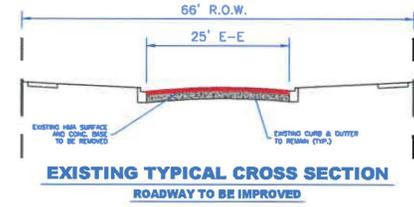
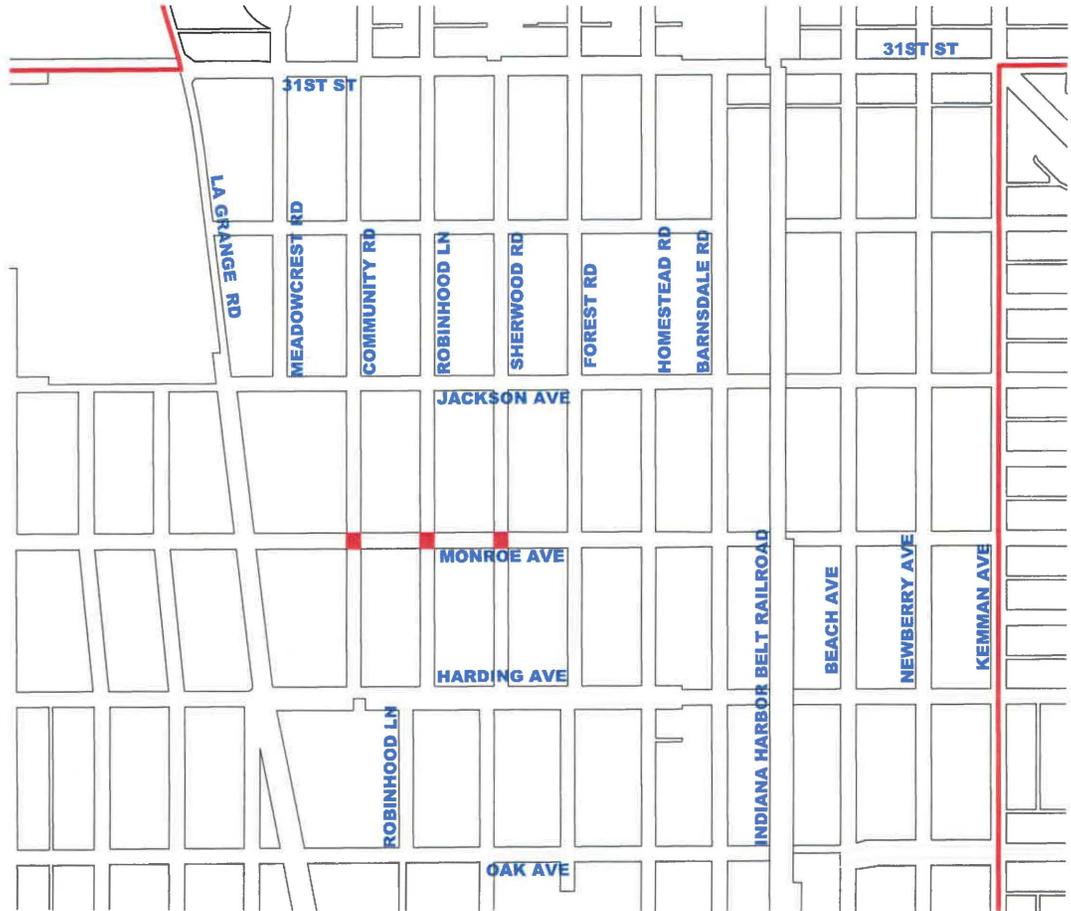
General Counsel

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING

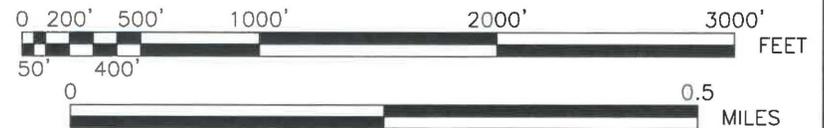
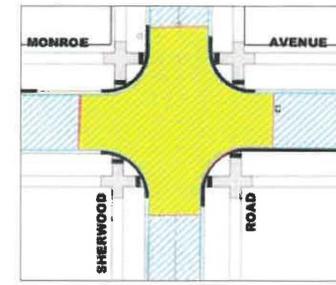
21-IGA-14

MWRDGC Green Infrastructure Program 2021 LaGrange Park Green Infrastructure Project



NOTES

1. GEOTECHNICAL FILTER FABRIC SHALL BE A WOVEN GEOTEXTILE FABRIC WITH 400 OR 6.35MM, MEETING UTM MATERIAL SPECIFICATION 592
2. ALL CA-1, CA-7, AND CA-10 SHALL BE VIRGIN WASHED AND FREE OF FINES.



Drawing file: W:\Projects_by_Village\La Grange Park\52020186 - MWRD G. Grant\LP_2020 MWRD G. Grant App.dwg Aug 28, 2020 - 11:19am

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