

VILLAGE OF BARTLETT
BOARD AGENDA
JUNE 2, 2020
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. *CONSENT AGENDA*

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- *5. MINUTES: Board & Committee Minutes – May 19, 2020
- *6. BILL LIST: June 2, 2020
7. TREASURER'S REPORT: None
8. PRESIDENT'S REPORT: None
9. QUESTION/ANSWER: PRESIDENT & TRUSTEES
10. TOWN HALL: (Note: Three (3) minute time limit per person)
11. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA
1. The Still BEDA Modification Request

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
1. None

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE
1. Ordinance Approving Temporary Outdoor Dining Permits

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO
1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
1. Resolution Approving of the Intergovernmental Agreement Between the Village Of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago for the Green Infrastructure Program Funding

12. NEW BUSINESS
13. QUESTION/ANSWER: PRESIDENT & TRUSTEES
14. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
May 19, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of May 19, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and is broadcasting live via Zoom Meeting video conferencing in order to comply with the shelter in place order issued by Governor JB Pritzker. (Village Hall closed due to the Village President's Declaration of Local Disaster and Public Health Emergency Order)

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya (arrived at 7:03 p.m.), Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no additions or subtractions to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to approve the Consent Agenda, and the items designated to be approved by consent therein.



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Trustee Camerer moved to approve the Consent Agenda and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

5. MINUTES – Covered and approved under the Consent Agenda.
6. BILL LIST – Covered and approved under the Consent Agenda.
7. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the March 2020 Treasurer's Report. He then presented the Municipal Sales Tax Report through January 2020 and stated that it totaled \$203,051 and was up \$21,461 from the previous month last year (12%). Motor Fuel Tax distribution through February 2020 totaled \$126,802, of that \$71,586 was the old MFT allotment and \$55,216 was from the transportation renewal fund. MFT allotment is down but the renewal fund is making up the difference. They have not seen a reduction in revenue yet. Income taxes were down in May due to the deadline for filing income taxes. They should start seeing a reduction in sales tax going forward.

President Wallace stated that there has been a lot of discussions amongst the Metropolitan Mayors Caucus and DuPage Mayors and Managers regarding the LGDF. He asked if Mr. Dowden had feedback since he knew that legislature would be talking about it this week. He stated that he got some interesting history that in 2011, LGDF was at 10% and now we are down to 5%.

Mr. Dowden stated that they are not expecting to reduce that, we should be getting the same amount. This was the income tax receipts he was talking about. Last year they received about \$800,000 in May which was up from the prior year. This year we received \$400,000, so he is expecting to be down about \$1 million on the year from the regular \$4 million, because of the unemployment situation.

8. PRESIDENT'S REPORT

President Wallace read a Proclamation for National Public Works Week and proclaimed May 17-23, 2020 as National Public Works Week in the Village of Bartlett.



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President Wallace read a Proclamation Recognizing our Graduating Class of 2020.

President Wallace presented Resolution 2020-49-R, a Resolution Seeking Immediate Authority to Establish a Community Specific Transition Plan to Reopen Businesses and Resume Civic Activity. He stated that this is a Resolution or the transition plan that was discussed a little bit at the last board meeting.

Trustee Deyne moved to approve Resolution 2020-49-R, a Resolution Seeking Immediate Authority to Establish a Community Specific Transition Plan to Reopen Businesses and Resume Civic Activity and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-49-R, SEEKING AUTHORITY TO REOPEN BUSINESSES AND RESUME CIVIC ACTIVITY

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

President Wallace read the entire Resolution into the record stated that many other villages are pursuing this as well.

9. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Camerer stated that they are having an issue with Beaver Pond flooding. He understood that obviously it was because there was a lot of rain. He stated that the pond is set up to overflow to the detention pond beyond Home Depot. Are we checking that valve or are we getting branches or grass blocking it? How often is the grate and valve checked?

Public Works Director Dan Dinges stated that once the water level gets up to a certain point, it flows through the large pipe and heads to the pond west of Home Depot. It is functioning as planned. The problem is that there were three big storms all within a few days and things don't get to drain out between events. Beaver Pond is functioning the way it is supposed to and the area with the bike path that is flooded, is part of the flood plain and that area will flood when we have large rain events. The levels are already coming down. They have had issues with the main discharge which is south of Beaver Pond and goes through the storm sewer system and crosses the box culvert across Route 59. West of Route 59 they have forest preserve area, or heavy activity from beavers. From what they could tell right now it looks like it is flowing. They have been in contact with the forest preserve and they will continue to check it.



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Trustee Camerer asked if the overflow area is big enough for that pond? If it was a bigger outlet, perhaps the water wouldn't have a tendency of backing up. He wondered if they made a mistake with it.

Mr. Dinges stated that it is functioning. The water has gone to the property line but it has not gone beyond the property line. He restated that that area where the bike path is would be considered floodplain during these large events. He stated that there is a 60 inch pipe there and it is designed for a 100 year flow. He stated that the probability of failure is 1% on a 100 year flow pipe.

Trustee Hopkins stated that off of Crest and Taylor there was quite a bit of flooding going on over there. He asked if the FEMA project on Prospect and Devon was designed for a 100 year storm?

Mr. Dinges stated that the pond has filled up with different events and is functioning. Crest and Taylor is a low spot, so during those major events, if the FEMA pond is filled up, that is where it will come out. The village has pumps to assist in this event. Unfortunately, they had another combination of rain events back-to-back.

Trustee Hopkins stated that basements were flooded at Crest and Taylor and asked what the village could do to prevent this from happening.

Mr. Dinges stated that they had some sewer backups in that area and they are talking with residents about the overhead sewer program. They had other incidents where sump pumps failed in individual residences.

10. TOWN HALL

Gerald Lefler, 121 Lucille Court

Mr. Lefler asked if the mayor's decree was successful and they are able to break out of Pritzker's northeast region, would there still be mask wearing required in parallel to businesses being more quickly opened?

President Wallace stated that of all of the calls he has participated on, there is evidence on both sides that would suggest that if you are unable to maintain the 6 foot distancing, a mask should be worn. He thought the IDPH did a good job confusing people. He stated that mask wearing would not be enforced in Bartlett if you were out walking, jogging or riding your bike.

Mr. Lefler agreed. When he and his wife go out for walk he didn't feel it was necessary. He understood that going to a grocery store would be hard to social distance. His attitude is that he is protecting others in a close quartered position by wearing a mask and those not wearing a mask are basically an assault on him because of the potential of spreading.



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President Wallace suggested just having a mask in your pocket.

Village Administrator Paula Schumacher stated that one of the caveats of facial covering is the medical concern where someone may not be able to do that for a medical reason.

Trustee Gabrenya stated that from a small business perspective, becoming more tolerant of people not wearing masks, which she hoped that they aren't, it needs to be understood that it is the business person's right to protect their employees and other patrons by insisting that patrons wear masks in their business.

President Wallace read a question into the record from Mary Connors. He stated that she heard the Class of 2020 Proclamation read and asked about a car parade scheduled for June 13 to recognize BHS seniors. He stated that he was in discussions with the Chief right now and he will be in meetings tomorrow. Staff will be getting back to her with some direction and answers as quickly as possible.

Ms. Shumacher stated that the Chief is speaking with U-46 and their staff as well as Streamwood and Carol Stream police.

11. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that the Village of Bartlett's 2020-21 Strategic Plan was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.



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F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Resolution 2020-50-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. – Basins M1-7 Flow Monitoring.

Trustee Camerer moved to approve Resolution 2020-50-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. – Basins M1-7 Flow Monitoring and that motion was seconded by Trustee Deyne.

Trustee Camerer stated that they budgeted \$800,000 for these and asked how many other items would there be.

Mr. Dinges stated that this is the engineering portion and from these studies they will get a list of actual improvements necessary such as sewer lining, manhole lightning, illegal disconnects and actual improvements. The rest of that money (\$600,000) would go towards additional lining, service lining and disconnects.

Trustee Camerer asked if the \$520,000 would be enough to do those improvements?

Mr. Dinges stated that he did not know for sure until they get the information back. They have been lining the clay pipe and there is still a lot left to do. They will also want to do some manhole lining as well. These reports rank them according to severity so they break up the projects according to that.

Trustee Hopkins thanked staff for putting this together and thought that all three projects were well needed and definitely will help to increase inflow and infiltration as well as flooding in people's houses.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-50-R FOR ENGINEERING SERVICES WITH ENGINEERING ENTERPRISES – BASINS M1-7

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Camerer presented Resolution 2020-51-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. – Basins N2, E2 & E3 Flow Monitoring.



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Trustee Camerer moved to approve Resolution 2020-51-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. – Basins N2, E2 & E3 Flow Monitoring and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-51-R FOR ENGINEERING SERVICES WITH ENGINEERING ENTERPRISES – BASINS N2, E2 & E3

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Camerer presented Resolution 2020-52-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. – Basins N1, E1 & M4 SSES.

Trustee Camerer moved to approve Resolution 2020-52-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. – Basins N1, E1 & M4 SSES and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-52-R FOR ENGINEERING SERVICES WITH ENGINEERING ENTERPRISES – BASINS N1, E1 & M4 SSES

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

12. NEW BUSINESS

President Wallace asked for an update on the virtual Memorial Day presentation.

Ms. Schumacher stated that it will go live on Memorial Day at 11:00 a.m. It will go out over social media platforms and the cable channel. Each board member read the names of the veterans buried at the cemetery as they do every year. The Mayor's speech is also included as well as "Amazing Grace" on the bagpipes the playing of "Taps". Joey Dienberg did a fantastic job on being the director and putting it together as well as Sam Hughes and Scott Skrycki coordinating a whole new kind of Memorial Day. They did a fantastic job putting it together and it looks great. They also had participation from Pastor Sue as well as Pastor Fueling. Public Works put up the flags and the placards extra early so they could do the filming. She received a lot of kind comments from residents who



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appreciate how beautiful the cemetery looks and the efforts that public works makes to make it look extra special for Memorial Day weekend.

President Wallace stated that other villages are doing car parades and he would like staff to reach out to the Gold Star mothers to see if they could help them out in any other way so they could celebrate.

QUESTION/ANSWER PRESIDENT & TRUSTEES - None

13. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

There being no further business to discuss, Trustee Camerer moved to adjourn the regular Board meeting and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:47 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 19, 2020**

President Wallace called the Committee of the Whole meeting to order on May 19, 2020 at 8:28 p.m. and is broadcasting live via Zoom Meeting video conferencing in order to comply with the shelter in place order issued by Governor JB Pritzker. (Village Hall closed due to the Village President's Declaration of Local Disaster and Public Health Emergency Order)

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS

Chairman Hopkins presented Culver's Site Plan Review/Special Use Permits and asked the Planning & Development Services Director to summarize.

Planning & Developer Services Director Roberta Grill stated that the petitioner is requesting Site Plan Review for a 4,403 square foot Culver's restaurant on 2.31 acres along the west side of Route 59, north of Schick Road.

The petitioner is requesting Special Use Permits to allow a drive-through establishment and an outdoor seating area with 24 seats. The outdoor seating area would be located under a pergola with seating walls proposed to separate the outdoor seating from the parking lot and drive-thru area. The proposed building elevations will primarily be constructed of manufactured stone and hardi-plank siding with a limited amount of EIFS. The walls are capped with blue coping to match the blue canvas awnings located on all sides of the building. The parapet walls will screen the rooftop mechanicals from view.

Access to the site would be via two full curb-cuts located on private drives. The first, off of Quincy Bridge Road, would be located along the south side of the site. (Quincy Bridge Road has a right-in/right-out curb cut at Route 59). The second would be via the existing cross access drive located on the west side of the site that would allow patrons to enter/exit the site via Schick Road and ultimately to a signalized intersection. There would be no direct access from Route 59 to the Culver's site. She commended Culver's team for working with staff and our requests for façade upgrades and the use of higher quality



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materials he felt would complement the higher-quality materials utilized by both Goodwill and Chesterbrook Academy. She also felt that the residents in Woodland Hills and the townhomes would appreciate those upgrades.

Chairman Deyne asked if they had any discussions with the petitioner on the length of time that it would take for the construction of the project.

Ms. Grill stated that the petitioner was there to answer that question.

Chris McGuire, McCON Building Corporation, representing Culver's, stated that it would take 20 weeks for physical construction.

Chairman Hopkins asked how soon would they start construction?

Mr. McGuire stated upon the cities help, their hope is to start this project in July and have it opened before Christmas.

Chairman Hopkins asked if they got a positive review from the Plan Commission, is there any way they could go directly to the board for a final approval vote?

All were in favor.

Chairman Carbonaro asked what took them so long. He mentioned that Quincy Bridge Road was a private road that is riddled with potholes and if this was going to be the main connection, is there any way that it could be resurfaced?

Ms. Grill stated that the potholes are directly west and on the property of Chesterbrook Academy. She will reach out to them for those repairs.

President Wallace welcomed them to Bartlett and stated that if there was anything he could do to expedite their construction he would be happy to help.

Chairman Hopkins stated that this would move on to the Plan Commission and they would conduct a public hearing.

COMMUNITY & ECONOMIC DEV., CHAIRMAN GABRENYA

Chairman Gabrenya presented the Culver's Sales Tax Rebate. She stated that Culver's has requested a sales tax incentive of 50% of the municipal sales tax for ten years not to exceed \$125,000 to build and operate on Route 59, just north of Schick Road.



VILLAGE OF BARTLETT COMMITTEE MINUTES May 19, 2020

The owner stated this project will cost over \$3,800,000 including land, building costs, FF&E and other soft costs. We believe this restaurant will have extremely positive effects on the Village of Bartlett. This project will employ approximately 20 people during construction at various times. Once open, we will have approximately 25 full time (35-50 hours per week) and 25 part-time (15-20 hours per week) which will consist primarily of local students.

The \$2 million project would allow the Village to collect \$40,000 per year in sales tax, should an agreement be executed it would be \$30,000 until the threshold of years or dollar amount is met.

Assistant Village Administrator Scott Skrycki stated that this was a rebate requested from Culver's after a series of meetings in 2019 and continuing again through 2020. Staff recommends the sales tax rebate and they do it for a series of reasons, like the projected revenue. If you look at it through a ten year lens, the village would be projected to get \$275,000 with a \$125,000 rebate going to Culver's, a very conservative estimate based on \$2 million a year with no increase given the nature of Bartlett they feel that number would be a lot higher. They also looked at the competitive marketplace and what other communities are offering similar establishments and they feel as though this rebate is competitive, respectful to the tax base and they also appreciate Culver's ability to work with our PDS staff. They are going to have high architectural qualities, modern design, beautification of the building and it also hits many tenants of our community wide Strategic Plan. Staff thinks that this is a fair agreement and they do have one other sales tax agreement on the books which is a 50-50 agreement with Ace Hardware.

Chairman Carbonaro asked if there was any penalty if they left early or do they even need to look at that.

Mr. Skrycki stated that the agreement is not to exceed \$125,000, and it is for a period of 10 years so if for some reason they were not operating after a certain amount of years than that agreement would be concluded.

Ms. Schumacher stated that it is a sales tax rebate so it's what's being generated.

Chairman Reinke stated that he thought this was a wise investment for the Village of Bartlett and certainly for the Route 59 corridor.

All board members concurred.

Chairman Gabrenya stated that this would go directly to the Board for final approval.



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Chairman Carbonaro moved to adjourn and that motion was seconded by Chairman Camerer.

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:03 p.m.

Lorna Giles
Village Clerk

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/2/2020

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LELA MAJSTOROVIC	BUILDING PERMIT OVERPAYMENT	20.00
1 MYKHAILO PYNDIURA	BUILDING PERMIT REFUND	45.00
INVOICES TOTAL:		65.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JUNE 2020	15,390.27
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JUNE 2020	116.50
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JUNE 2020	855.65
INVOICES TOTAL:		16,362.42

1100-VILLAGE BOARD/ADMINISTRATION

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 2TOOT'S TRAIN WHISTLE GRILL	SBERP RECIPIENT	2,096.00
** 1 BANBURY FAIR INC	SBERP RECIPIENT	836.00
** 1 BRACHT'S PLACE INC	SBERP RECIPIENT	1,644.00
** 1 DOGFATHER HOT DOGS	SBERP RECIPIENT	1,000.00
** 1 NORTH OF THE BORDER	SBERP RECIPIENT	5,450.00
** 1 TOKYO STEAKHOUSE II INC	SBERP RECIPIENT	6,016.00
** 1 TOWN LIQUOR & FOOD	SBERP RECIPIENT	3,061.00
INVOICES TOTAL:		20,103.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	NITRILE GLOVES	335.52
1 SYSCO FOOD SERVICES - CHICAGO	NITRILE GLOVES	507.20
1 SYSCO FOOD SERVICES - CHICAGO	FACE MASKS/HAND SOAP	4,005.58
1 WAREHOUSE DIRECT	FACE MASKS	259.80
INVOICES TOTAL:		5,108.10

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	292.50
INVOICES TOTAL:		292.50

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 6/2/2020**

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	CREDIT - CLOSED CLAIMS/FEB 2019	-12,591.19
1 INTERGOVERNMENTAL RISK MGMT AGENCY	FEBRUARY 2020 DEDUCTIBLE	356.50
1 INTERGOVERNMENTAL RISK MGMT AGENCY	CLOSED CLAIMS/MARCH 2019	1,731.32
1 INTERGOVERNMENTAL RISK MGMT AGENCY	CLOSED CLAIMS/APRIL 2019	34,502.66
1 INTERGOVERNMENTAL RISK MGMT AGENCY	CLOSED CLAIMS/APRIL 2020	31,228.77
INVOICES TOTAL:		55,228.06

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	37.77
INVOICES TOTAL:		37.77

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOVERNMENT FINANCE OFFICERS	BUDGET AWARD FEE - FY20/21	575.00
INVOICES TOTAL:		575.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	176.99
1 WAREHOUSE DIRECT	SUPPLIES	21.18
INVOICES TOTAL:		198.17

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELUXE	DEPOSIT TICKET BOOKS	155.57
INVOICES TOTAL:		155.57

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	346.02
INVOICES TOTAL:		346.02

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	35.40
INVOICES TOTAL:		35.40

** Indicates pre-issue check.

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	17.75
INVOICES TOTAL:		17.75

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAILER ENVELOPES/BINDER CLIPS	23.98
1 WAREHOUSE DIRECT	CORRECTION TAPE	35.60
1 WAREHOUSE DIRECT	POST-IT NOTES	29.34
INVOICES TOTAL:		88.92

1600-BUILDING

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	114.74
INVOICES TOTAL:		114.74

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	136.57
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	38.35
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	85.18
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	33.63
INVOICES TOTAL:		293.73

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ADVERTISING	193.20
INVOICES TOTAL:		193.20

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	7,993.74
1 DU-COMM	QUARTERLY DUES	164,463.75
INVOICES TOTAL:		172,457.49

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR WEDGE BAG PUMPS	31.90
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	156.24
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95

** Indicates pre-issue check.

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1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	142.50
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	152.48
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	23.01
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT BULB REPLACEMENT	179.95
	<u>INVOICES TOTAL:</u>	<u>785.83</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROWHEAD FORENSICS	EVIDENCE/CRIME SCENE TAPE	727.85
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER INJECTION FEE	180.15
1 ULINE	EVIDENCE SUPPLIES	445.53
	<u>INVOICES TOTAL:</u>	<u>1,353.53</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVIDENT INC	GUN BOXES	93.00
	<u>INVOICES TOTAL:</u>	<u>93.00</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ANNUAL LAW BULLETIN SUBSCRIPTION	504.00
	<u>INVOICES TOTAL:</u>	<u>504.00</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	5,400.37
	<u>INVOICES TOTAL:</u>	<u>5,400.37</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ENVELOPES/DVD-R DISCS	162.28
1 WAREHOUSE DIRECT	PAPER	93.28
	<u>INVOICES TOTAL:</u>	<u>255.56</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	48.00
	<u>INVOICES TOTAL:</u>	<u>48.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL POLICE ACCREDITATION COALITION	ANNUAL MEMBERSHIP DUES	100.00
	<u>INVOICES TOTAL:</u>	<u>100.00</u>

** Indicates pre-issue check.

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545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	1,288.00
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	225.00
	INVOICES TOTAL:	2,063.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIFTH THIRD BANK LEGAL ENTRY	SUBPOENA RESEARCH FEES	37.94
	INVOICES TOTAL:	37.94

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAMERA MOTION RESEARCH LLC	DRONE COMMAND VIEW SET	5,815.00
1 OCCAM VIDEO SOLUTIONS LLC	INPUT-ACE SOFTWARE	4,290.00
	INVOICES TOTAL:	10,105.00

1800-STREET MAINTENANCE

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	92.22
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.33
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,794.00
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	473.25
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5,279.16
	INVOICES TOTAL:	7,649.96

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	150.00
	INVOICES TOTAL:	150.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	185.71
1 AUTOZONE INC	MAINTENANCE SUPPLIES	111.87
1 CORE & MAIN LP	MATERIALS & SUPPLIES	474.18
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	237.30
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	139.37
1 WAREHOUSE DIRECT	COFFEE AIRPOT SERVERS	26.00
	INVOICES TOTAL:	1,174.43

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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1 NAPA AUTO PARTS	FLOOR JACK	1,299.00
		<u>INVOICES TOTAL: 1,299.00</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	RAIN SUITS/SAFETY VESTS	948.30
		<u>INVOICES TOTAL: 948.30</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,519.78
		<u>INVOICES TOTAL: 1,519.78</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE	109.92
1 WAREHOUSE DIRECT	PAPER TOWELS	110.97
		<u>INVOICES TOTAL: 220.89</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	15.43
		<u>INVOICES TOTAL: 15.43</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	122.16
1 CAROL STREAM LAWN & POWER	LAWN MOWER PARTS	167.32
1 CAROL STREAM LAWN & POWER	AIR FILTER ASSEMBLY	82.53
1 CAROL STREAM LAWN & POWER	PARTS FOR RIDING MOWERS	73.66
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	345.19
		<u>INVOICES TOTAL: 790.86</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	408.02
		<u>INVOICES TOTAL: 408.02</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	2,100.00
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	2,100.00
		<u>INVOICES TOTAL: 4,200.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	DIESEL SPILL ENVIRONMENTAL REVIEW	522.75

** Indicates pre-issue check.

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**	1	RON RAPHAEL	STORMSEWER IMPROVEMENTS	4,875.00
	1	WELCH BROS INC	GRAVEL PURCHASE	609.00
	1	WELCH BROS INC	GRAVEL PURCHASE	456.75
	1	WELCH BROS INC	MAINTENANCE SUPPLIES	297.00
	1	WELCH BROS INC	MAINTENANCE SUPPLIES	700.00
	1	WELCH BROS INC	MAINTENANCE SUPPLIES	1,445.10
				INVOICES TOTAL:
				8,905.60

2200-MFT EXPENDITURES

583059-SCHICK ROAD BRIDGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	SCHICK BRIDGE CONDITION REPORT	2,145.00
		INVOICES TOTAL:
		2,145.00

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELLS FARGO BANK	AGENT FEES/SERIES 2012	525.00
		INVOICES TOTAL:
		525.00

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MITESH SHAH	VBR BOND REFUND	1,000.00
		INVOICES TOTAL:
		1,000.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	150.00
		INVOICES TOTAL:
		150.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY 2020 BILLING	736.37
		INVOICES TOTAL:
		736.37

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	59.13
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	217.74
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	612.54
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	595.16

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	105.79
		INVOICES TOTAL: 1,590.36

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	84.13
		INVOICES TOTAL: 84.13

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	16.72
1 CORE & MAIN LP	MATERIALS & SUPPLIES	685.95
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,405.00
1 WAREHOUSE DIRECT	COFFEE AIRPOT SERVERS	26.00
		INVOICES TOTAL: 2,133.67

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USA BLUE BOOK	HYDROMETER	31.06
1 USA BLUE BOOK	COLORIMETER	453.80
1 USA BLUE BOOK	PYREX GRADUATED CYLINDER	49.80
		INVOICES TOTAL: 534.66

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	348.91
		INVOICES TOTAL: 348.91

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE	109.92
1 WAREHOUSE DIRECT	PAPER TOWELS	110.97
		INVOICES TOTAL: 220.89

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIMBERLY GRANT	REFUND/WATER BILL OVERPAYMENT	53.63
1 HPA BORROWER 2017-1 LLC	REFUND/WATER BILL OVERPAYMENT	59.59
1 PETER PO JEN HUANG	REFUND/WATER BILL OVERPAYMENT	133.47
1 PETER/JANET INGRAFFIA	REFUND/WATER BILL OVERPAYMENT	68.85
		INVOICES TOTAL: 315.54

5100-SEWER OPERATING EXPENSES

** Indicates pre-issue check.

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522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY 2020 BILLING	736.36
INVOICES TOTAL:		736.36

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	80.50
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	880.90
INVOICES TOTAL:		961.40

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	56.51
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	98.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	86.99
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	176.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	140.99
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	264.23
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	356.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	130.94
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	180.16
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	262.38
INVOICES TOTAL:		1,752.68

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	185.71
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	164.56
1 UNITED LABORATORIES	LAB SUPPLIES	3,129.03
1 WAREHOUSE DIRECT	COFFEE AIRPOT SERVERS	26.00
INVOICES TOTAL:		3,505.30

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	4,230.37
1 HAWKINS INC	CHEMICAL SUPPLIES	1,728.93
1 HAWKINS INC	CHEMICAL SUPPLIES	4,504.62
INVOICES TOTAL:		10,463.92

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	442.53
INVOICES TOTAL:		442.53

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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1 AUTOZONE INC	MAINTENANCE SUPPLIES	328.47
1 CAROL STREAM LAWN & POWER	MOWER BLADES	83.94
1 COLUMBIA PIPE & SUPPLY CO	MAINTENANCE SUPPLIES	24.74
1 HAWKINS INC	MAINTENANCE SUPPLIES	80.09
1 HAWKINS INC	MAINTENANCE SUPPLIES	212.16
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	35.16
1 XYLEM WATER SOLUTIONS USA INC	MAINTENANCE SUPPLIES	12,146.00
<u>INVOICES TOTAL:</u>		<u>13,060.56</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AUTO TRUCK GROUP	RACK FOR TELEVISION VAN	7,713.00
<u>INVOICES TOTAL:</u>		<u>7,713.00</u>

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOERR CONSTRUCTION INC	SANITARY SEWER LINING PROJECT	79,973.14
<u>INVOICES TOTAL:</u>		<u>79,973.14</u>

520-PARKING FUND REVENUES

450200-PARKING METER REVENUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PASSPORT LABS INC	PERMIT SERVICES - APRIL 2020	1,939.00
<u>INVOICES TOTAL:</u>		<u>1,939.00</u>

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 PASSPORT LABS INC	PERMIT SERVICES - APRIL 2020	231.94
<u>INVOICES TOTAL:</u>		<u>231.94</u>

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/FEB-APR 2020	812.03
<u>INVOICES TOTAL:</u>		<u>812.03</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	612.02
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	45.05

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INVOICES TOTAL: **657.07**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	303.53
		<u>INVOICES TOTAL:</u> 303.53

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	996.64
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	30.25
		<u>INVOICES TOTAL:</u> 1,026.89

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	74.99
		<u>INVOICES TOTAL:</u> 74.99

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/CORRECTION TAPE	4.06
		<u>INVOICES TOTAL:</u> 4.06

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
		<u>INVOICES TOTAL:</u> 125.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	332.22
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	10.08
		<u>INVOICES TOTAL:</u> 342.30

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	HERBICIDE	1,582.50
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	3,446.02
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	108.00

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1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	160.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	10.00
	INVOICES TOTAL:	5,306.52

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 J W TURF INC	MAINTENANCE SUPPLIES	259.27
1 J W TURF INC	MAINTENANCE SUPPLIES	45.15
1 J W TURF INC	MAINTENANCE SUPPLIES	136.29
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	488.53
1 REINDERS INC	MAINTENANCE SUPPLIES	197.64
	INVOICES TOTAL:	1,126.88

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	782.13
	INVOICES TOTAL:	782.13

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP RENEWAL/K DEROO	455.00
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP DUES/D BEYETTE	95.00
	INVOICES TOTAL:	550.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
	INVOICES TOTAL:	103.75

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	166.11
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.04
	INVOICES TOTAL:	171.15

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	99.98
	INVOICES TOTAL:	99.98

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	PAPER/CORRECTION TAPE	10.00
	INVOICES TOTAL:	10.00

** Indicates pre-issue check.

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534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	20.00
INVOICES TOTAL:		20.00

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
INVOICES TOTAL:		103.75

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT WORLDWIDE INC	ADVERTISING	977.56
1 THE KNOT WORLDWIDE INC	ADVERTISING	2,162.30
INVOICES TOTAL:		3,139.86

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	166.11
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.04
INVOICES TOTAL:		171.15

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	553.52
INVOICES TOTAL:		553.52

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/CORRECTION TAPE	24.67
1 WAREHOUSE DIRECT	PAPER	35.18
INVOICES TOTAL:		59.85

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	288.89
INVOICES TOTAL:		288.89

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	37.50

** Indicates pre-issue check.

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INVOICES TOTAL: 37.50

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY-BILLING	256.55
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	2,658.00
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	385.00
<u>INVOICES TOTAL:</u>		<u>3,299.55</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IDENTITY AUTOMATION LP	2FA SOFTWARE MAINT RENEWAL	1,106.00
<u>INVOICES TOTAL:</u>		<u>1,106.00</u>

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	159.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	112.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	886.00
<u>INVOICES TOTAL:</u>		<u>1,157.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	HANDICAP DOOR OPENER REPLACEMENT	4,085.72
1 ATLAS BOILER & WELDING CO INC	BOILER REPAIR WORK	1,894.19
1 ATLAS BOILER & WELDING CO INC	BOILER REPAIR WORK	1,572.64
1 ATLAS BOILER & WELDING CO INC	BOILER REPAIR WORK	1,719.00
1 TRUGREEN	FERTILIZER APPLICATION	139.51
<u>INVOICES TOTAL:</u>		<u>9,411.06</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,070.17
<u>INVOICES TOTAL:</u>		<u>4,070.17</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	34.88
<u>INVOICES TOTAL:</u>		<u>34.88</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	USB MICROPHONE/STEP LADDER	124.56
1 AMAZON CAPITAL SERVICES INC	LABEL TAPE	53.80

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/2/2020**

INVOICES TOTAL: **178.36**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CONTACTLESS USB READER	57.07
		<u>INVOICES TOTAL:</u> 57.07

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF INSURANCE	PENSION FUND COMPLIANCE FEE	8,000.00
		<u>INVOICES TOTAL:</u> 8,000.00

GRAND TOTAL: **493,450.59**

GENERAL FUND	319,701.34
MOTOR FUEL TAX FUND	2,145.00
DEBT SERVICE FUND	525.00
DEVELOPER DEPOSITS FUND	1,000.00
WATER FUND	6,114.53
SEWER FUND	118,608.89
PARKING FUND	3,640.04
GOLF FUND	14,401.70
CENTRAL SERVICES FUND	19,314.09
POLICE PENSION FUND	8,000.00
GRAND TOTAL	493,450.59

** Indicates pre-issue check.



Agenda Item Executive Summary

Item Name The Still BEDA Modification Request Committee or Board Board

BUDGET IMPACT			
Amount:	This is a modification of an amount previously approved and modification requested due to pandemic. \$25,000 - previously approved	Budgeted	Yes
List what fund	Economic Incentives		
EXECUTIVE SUMMARY			
<p>Staff has been working with Jim Leo and Brett Gaylord, the owners of the Still Bar & Grill at 326 S. Main Street, regarding their plans to expand and upgrade their business to attract new customers and retain existing ones in the heart of downtown Bartlett.</p> <p>The Village Board previously approved a BEDA grant in the amount of \$25,000 at its October 15, 2019 meeting. This amount was based upon \$72,535 which included numerous improvements to the interior and exterior of the building as well as expanding into the vacant unit directly north of the restaurant.</p> <p>Jim Leo has requested a modification of the grant to be paid while the project is in progress. Staff's recommendation is to allow a phased plan under with the following conditions.</p> <ol style="list-style-type: none"> 1. The first phase shall include the installation of a trash enclosure; and 2. The Still Bar & Grill shall have submitted a phasing plan prior to the first disbursement of BEDA grant funds; and 3. Compliance with all other BEDA grant requirements. 			
ATTACHMENTS (PLEASE LIST)			
Staff Memo, request by Jim Leo for modification of BEDA grant for the Still made via email to Mayor Wallace on May 6 th .			

ACTION REQUESTED

- Resolution
- Ordinance
- Motion - I move to approve the modification to the \$25,000 BEDA grant awarded to the Still Bar & Grill located at 326 South Main Street, Bartlett, Illinois, to allow eligible project work to be performed in phases and to allow disbursement of BEDA grant funds prior to final completion of and full payment for phases of Still's proposed expansion and façade program project totaling \$72,560, and authorize the applicant to be reimbursed for each completed phase of work up to 34% (\$25,000/\$73,560) of the monies actually spent on a project phase, up to a total grant amount of \$25,000, and subject to the following:
 1. The first phase shall include the installation of a trash enclosure; and
 2. The Still Bar & Grill shall have submitted a phasing plan prior to the first disbursement of BEDA grant funds; and
 3. Compliance with all other BEDA grant requirements.

Staff: Tony Fradin, E.D. Coordinator

Date: May 22, 2020

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: May 22, 2020
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator
RE: The Still BEDA Grant Modification Request

APPLICANTS: Brett Gaylord and Jim Leo

BACKGROUND: The applicants were previously approved by the Village Board for a BEDA grant in the amount of \$25,000 this past October. Due to the pandemic, a request has been made for modification.

Due to extenuating circumstances and challenges that the Still and all other restaurants are facing at this time, the applicants are requesting that the Village Board modify the payout process for their proposed improvements to the property as they proceed.

In general, by the way the Village's small business incentive program was set up in 2018, BEDA funds are disbursed only after all proposed improvements are made and every element of the project is completed and passes all inspections.

BEDA APPLICATION:

As a refresher, the applicants purchased the northern portion of Main Street Plaza nearly six years ago and for the past several years, they have expressed a desire to upgrade the façade and modernize the look of their portion of the building to beautify their space and attract customers. They have periodically inquired about any assistance that the Village may be able to provide in that regard.

With the creation of the BEDA program in spring 2018, staff apprised Mr. Gaylord and Mr. Leo that a portion of the funds used to upgrade their property may be rebated as a grant via the program. I encouraged them to investigate the cost of upgrading their property.

The applicants' plan is to expand the restaurant into the adjacent space and to make improvements to the entire restaurant and bar and further upgrades to the property. They would like to provide an area for occasional live entertainment and larger events than they can currently handle.

A detailed quote in the amount of \$52,535 from Lionhart Construction was included in their application, including nine work items proposed. Some items pertain to the interior only, such as expanding the space and adding additional seating, while others will beautify the exterior, including updating the façade and upgrading parking lot lighting.

Since the original discussions last year, Mr. Leo has indicated plans to spend an additional \$20,000 in additional mill work, tables, chairs and other equipment to bring the total project cost to approximately \$72,535.

With that number in mind, the Village Board voted to approve a BEDA grant in the amount of \$25,000 to be paid upon the completion of their project.

MODIFICATION REQUEST:

Jim Leo submitted the attached request to modify the BEDA grant program via email to Mayor Wallace on May 6th. In the communication, he requests a modification to the grant by giving them the opportunity to submit invoices and receive a payment as the project progresses.

This will allow them to move forward on the project and also support the current obligations of the business during this period without having to choose between keeping the location open or doing the remodel work.

RECOMMENDATION:

Staff discussed this request and rather than modify the BEDA program, recommends the following modification to this particular one for the Still, due to the pandemic.

Since the total amount proposed to be spent is just over \$72,000, we propose reimbursing in phases to help facilitate investments into this business. The recommendation would approve the modification to the \$25,000 BEDA grant awarded to the Still Bar & Grill located at 326 South Main Street, Bartlett, Illinois, to allow eligible project work to be performed in phases and to allow disbursement of BEDA grant funds prior to final completion of and full payment for phases of Still's proposed expansion and façade program project totaling \$72,560, and authorize the applicant to be reimbursed for each completed phase of work up to 34% (\$25,000/\$73,560) of the monies actually spent on a project phase, up to a total grant amount of \$25,000, and subject to the following:

1. The first phase shall include the installation of a trash enclosure; and
2. The Still Bar & Grill shall have submitted a phasing plan prior to the first disbursement of BEDA grant funds; and
3. Compliance with all other BEDA grant requirements. This format would be due to the extenuating circumstance brought forth by the virus, and would not be advised moving forward.

MOTION:

I move to approve the modification to the \$25,000 BEDA grant awarded to the Still Bar & Grill located at 326 South Main Street, Bartlett, Illinois, to allow eligible project work to be performed in phases and to allow disbursement of BEDA grant funds prior to final completion of and full payment for phases of Still's proposed expansion and façade program project totaling \$72,560, and authorize the applicant to be reimbursed for each completed phase of work up to 34% (\$25,000/\$73,560) of the monies actually spent on a project phase, up to a total grant amount of \$25,000, and subject to the following:

1. The first phase shall include the installation of a trash enclosure; and
2. The Still Bar & Grill shall have submitted a phasing plan prior to the first disbursement of BEDA grant funds; and
3. Compliance with all other BEDA grant requirements.

From: Giacomo Leo <JimLeo@outlook.com>
Sent: Wednesday, May 6, 2020 10:49 AM
To: Kevin Wallace <kwallace@vbartlett.org>
Cc: Brett Gaylord <brgayl06@yahoo.com>
Subject: The Still Bar and Grill Grant

Kevin firstly both Brett and I wanted to thank you personally as well as the Village team for the support of our little business. This is a trying time for the restaurant industry and it will take a long time before things will get to normal. No doubt many locations will not reopen and that would be a difficult event for many small business owners and thier teams.

Brett and I continue to support the business fixed costs including the property taxes which we pay monthly and we plug away on carryout to keep members of the team employed.

Both Brett and I believe that in order to reopen in this new environment that we need to change the look and feel of the interior and to start the expansion plans next door as we presented to the Village. It is a business risk and we truly do not know when people will feel confident to dine in. We do want to start the project however we have been using cash as mentioned above on the current obligations of the business and property.

The purpose of this e-mail is to ask for a modification to the grant by giving us the opportunity to submit invoices and receive a payment as the project progresses. This will allow us to move forward on the project and also support the current obligations of the business during this period with out having to choose between keeping the location open or doing the remodel work. Both are important to ensure we remain a central fixture in Bartlett. We would also ask for understanding that the project may be over various phases and that we may not spend significant dollars over the \$25K for this phase. I can assure you Kevin that the changes will make a difference and that even if we just used the grant amount or slightly more, we believe the place will look different and we will be able to reopen.

The phase 2 items (if it makes sense) would include the small outdoor seating area.

I sincerely hope that you can make the modification and allow us to start the work.

Thank You Again

Jim Leo



Agenda Item Executive Summary

Item Name Temporary Outdoor Dining Committee or Board Board

BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached is an Ordinance that would allow restaurants to open with outdoor dining that is in keeping with the Governor's "Restore Illinois" plan.

As a result, Staff is proposing to temporarily modify the Village regulations to allow restaurants and bars to re-open with outdoor dining, regardless of whether a Special Use Permit for outdoor dining had previously been granted. This would allow those restaurants that currently have indoor sit-down dining the ability to work with the Staff to provide an outdoor dining area that would be safe for both the public and their employees. If a restaurant currently has an approved Special Use Permit for outdoor dining, they would also be allowed to expand this area provided all social distancing requirements are satisfied.

All other village codes and liquor license restrictions would remain in full force and effect and outdoor dining areas where liquor would be served would still be required to have a barrier or fence to separate these areas.

Attached is the brochure the PDS Staff has created that outlines the effective dates, the permitted hours, the requirements for a permit and the restaurants' responsibilities. Also attached is the Checklist that Staff would utilize to review each restaurant for compliance with the proposed regulations.

ATTACHMENTS

PDS Memo, Ordinance with Exhibits, Temporary Outdoor Dining Guide Brochure and the Temporary Outdoor Dining Area Checklist

ACTION REQUESTED


- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2020 - _____ *An Ordinance Approving Temporary Outdoor Dining Permits*
- Motion

Staff Roberta Grill, Planning & Development Services Director Date: 05/26/2020

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
20-60

DATE: May 26, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director 

RE: Temporary Outdoor Dining

Attached is an Ordinance that would allow restaurants to open with outdoor dining that is in keeping with the Governor's "Restore Illinois" plan.

As a result, Staff is proposing to temporarily modify the Village regulations to allow restaurants and bars to re-open with outdoor dining, regardless of whether a Special Use Permit for outdoor dining had previously been granted. This would allow those restaurants that currently have indoor sit-down dining the ability to work with the Staff to provide an outdoor dining area that would be safe for both the public and their employees. If a restaurant currently has an approved Special Use Permit for outdoor dining, they would also be allowed to expand this area provided all social distancing requirements are satisfied.

All other village codes and liquor license restrictions would remain in full force and effect and outdoor dining areas where liquor would be served would still be required to have a barrier or fence to separate these areas.

Attached is the brochure the PDS Staff has created that outlines the effective dates, the permitted hours, the requirements for a permit and the restaurants' responsibilities. Also attached is the Checklist that Staff would utilize to review each restaurant for compliance with the proposed regulations.

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**VILLAGE OF BARTLETT
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2020- _____

**AN ORDINANCE APPROVING TEMPORARY
OUTDOOR DINING PERMITS**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF BARTLETT, COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
THIS 2ND DAY OF JUNE, 2020**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT,
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
AS PROVIDED BY LAW THIS 2ND DAY OF JUNE, 2020**

ORDINANCE NO. 2020 - _____

**AN ORDINANCE APPROVING TEMPORARY
OUTDOOR DINING PERMITS**

WHEREAS, the Village of Bartlett is a municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, with limited exceptions, the Village is authorized to generally regulate the sale of all beverages and food for human consumption (65 ILCS 5/11-20-2); and

WHEREAS, the Village may regulate the use of streets and other municipal property (65 ILCS 5/11-80-2); and

WHEREAS, the Village is authorized to license retail sales of alcoholic liquor (235 ILCS 5/4-1, 4-2); and

WHEREAS, on March 9, April 2, and April 30, 2020, Governor JB Pritzker declared all counties in the State of Illinois as a disaster area; and

WHEREAS, on March 11, 2020 the World Health Organization characterized the COVID-19 outbreak as a pandemic; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency concerning the novel COVID-19 pandemic; and

WHEREAS, beginning March 16, 2020 at 9 p.m., Governor JB Pritzker suspended on-premises consumption of food or alcohol at restaurants in the State of Illinois (Exec. Order 2020-07, 2020-33); and

WHEREAS, on March 18, 2020, the Village President issued a Declaration of Disaster for the Village of Bartlett, and on April 7, 2020, the Village President and Village Board of Trustees passed Ordinance 2020-21, "An Ordinance of the Village of Bartlett Ratifying a Declaration of Local State of Disaster and Continuing, Extending and Renewing the Same Pursuant to Title 2, Chapter 2, of the Bartlett Municipal Code and Pursuant to 65 ILCS 5/11-1-6"; and

WHEREAS, on May 5, 2020, Governor JB Pritzker announced "Restore Illinois: A Public Health Approach to Safely Reopen Our State"; and

WHEREAS, on May 20, 2020, Governor JB Pritzker announced that outdoor dining at bars and restaurants would be authorized to permit outdoor dining consistent with forthcoming state guidance under Phase 3 of the Restore Illinois plan, expected to begin on May 29, 2020; and

WHEREAS, on May 20, 2020 Governor Pritzker encouraged local governments to help restaurants and bars to expand outdoor seating; and

WHEREAS, the COVID-19 pandemic and the necessary public health response has created an economic challenge to local businesses including bars and restaurants; and

WHEREAS, the Village desires to temporarily authorize outdoor dining at bars and restaurants consistent with state guidelines and terms of this Ordinance to provide economic relief while protecting the health and safety of its residents; and

WHEREAS, the Village desires to ratify all actions taken by Village staff to date in order to simultaneously implement the necessary local authorizations with the announced state authorizations for outdoor dining at bars and restaurants beginning May 29, 2020; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: RECITALS. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section.

SECTION TWO: APPROVAL. Notwithstanding any contrary provision of the Bartlett Municipal Code or other Village ordinance, regulation, or policy concerning minimum parking spaces and use of the public right-of-way, permits for outdoor dining areas may be approved by the Village Administrator for restaurants and bars consistent with the terms of this Ordinance until state guidelines authorize indoor on-premises consumption of food and beverages at bars and restaurants.

SECTION THREE: AUTHORIZATION. The Village Administrator, or her designee (the "**Village Administrator**"), is hereby authorized and directed to develop, administer, and enforce a temporary outdoor dining policy and associated, rules, requirements, protocols, fees, agreements, and procedures (collectively, "**Temporary Outdoor Dining Policy**") consistent with this Ordinance authorizing a restaurant or bar to apply for a permit to use outdoor space for food and beverage service, including all amenities, restrooms, barriers, tables, spacing, and such other requirements deemed necessary by the Village Administrator, in her sole discretion. The Village Administrator is authorized to execute on the Village's behalf all documents necessary to administer and enforce the Temporary Outdoor Dining Policy. The Village Administrator is further authorized to impose any conditions on the approval of any outdoor dining permit issued pursuant to the Temporary

Outdoor Dining Policy, including, without limitation, those listed below, and all such conditions imposed shall be an exercise of her official discretion:

1. Temporary outdoor dining areas must comply with the Temporary Outdoor Dining Policy;
2. Temporary outdoor dining areas must comply with all plans and protocols approved by the Village governing the operation and maintenance of the temporary outdoor dining area;
3. Temporary outdoor dining areas must comply with all laws, rules, and regulations governing the operation and maintenance of the temporary outdoor dining area, including, without limitation, this Executive Order, Governor JB Pritzker's Executive Orders, and state guidance;
4. Temporary outdoor dining areas serving or allowing for the consumption of alcohol must obtain written approval from the local liquor control commissioner to extend the licensed premises to the approved temporary outdoor dining area;
6. Temporary outdoor dining areas must comply with all protocols and guidelines issued by the Illinois Department of Public Health, the Centers for Disease Control, and other official health authorities; and
7. Applicants seeking approval of a temporary outdoor dining area must submit a signed unconditional use and consent agreement in the form attached to this Ordinance as **Exhibit A**, a hold harmless agreement in the form attached to this Ordinance as **Exhibit B** if the applicant desires to use public property, and/or any other agreement deemed reasonably necessary by the Village Administrator, in her sole discretion, in a form approved by the Village Attorney.

SECTION FOUR: RATIFICATION. To the extent that the Village Administrator or Village staff made any outdoor dining area approvals between May 29, 2020 and the date of this Ordinance, the Village hereby affirms and ratifies those approvals, *nunc pro tunc*.

SECTION FIVE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION SIX: All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SEVEN: This Ordinance shall be in full force and effect upon passage, approval and publication in pamphlet form as provided by law.

APPROVED and ADOPTED by the President and Board of Trustees of the Village of the Village of Bartlett this 2nd day of June, 2020 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

PASSED this 2nd day of June, 2020.

APPROVED this 2nd day of day of June, 2020.

Kevin Wallace, Village President

Attest;

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020 - _____ on June 2, 2020, and approved on June 2, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A
Unconditional Agreement and Consent

(see attached)

Unconditional Agreement and Consent

TO: The Village of Bartlett, Illinois ("Village")

WHEREAS, _____ ("**Applicant**") sought approval of a temporary outdoor dining area ("**Temporary Use**") located at _____, Bartlett, IL, 60103 ("**Property**");

WHEREAS, the permit dated _____, 2020, grants approval of such Temporary Use, subject to certain conditions ("**Permit**"); and

WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Permit.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant hereby unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Permit;
2. the Applicant acknowledges and agrees that the Village will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Permit by the Applicant, and that the Village's approval of any such request does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;
3. the Applicant acknowledges and has considered the possibility of penalties provided for noncompliance with Permit conditions, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right;
4. the Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's approval of the Permit, (b) the procedures followed in connection with the approval of the Permit, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent.

Agreed this _____ day of _____, 2020.

APPLICANT:

(Name of Applicant)

(Name of Authorized Person)

(Title of Authorized Person)

(Signature of Authorized Person)

EXHIBIT B
Hold Harmless Agreement

(see attached)

USE OF PROPERTY
AND HOLD HARMLESS AGREEMENT

Whereas, the _____ (“Applicant”) desires to use the Village’s property (including Village Right-of-Way) located at _____ (“Premises”) for a temporary outdoor dining area (“Temporary Use”).

Whereas, the Village agrees to allow the Applicant to use the Premises for the Temporary Use in consideration of the Applicant agreeing to assume all risk and liability pertaining to the Temporary Use.

Now therefore, the Applicant agrees as follows:

To the fullest extent permitted by law, the Applicant hereby indemnifies, defends, and holds harmless the Village of Bartlett and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Temporary Use or connected with an act or omission of the Applicant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Applicant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Temporary Use, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Without limiting the Applicant's indemnification of the Village as provided above, the Applicant shall provide and maintain at its own expense for the Temporary Use the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Temporary Use. All such insurance of the Applicant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Administrator prior to commencement of the Temporary Use. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$1,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

- b. Liquor Liability: in excess of the statutory maximum liability limits per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Temporary Use shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Applicant.

Agreed this _____ day of _____, 2020.

APPLICANT:

(Name of Applicant)

(Name of Authorized Person)

(Title of Authorized Person)

Signature of Authorized Person

What's new...

Bars and restaurants in Illinois will be allowed to reopen with outdoor seating starting May 29, 2020 as part of Governor JB Pritzker's plan to Restore Illinois.

As part of this plan, the Village of Bartlett is temporarily modifying the outdoor dining regulations in order to allow restaurants and bars to open without jeopardizing the health and safety of the public and their employees.

Contact us:

All restaurants that intend to provide outdoor dining areas must contact the **Planning & Development Services Department** at **630-540-5920** to schedule an inspection to ensure all the regulations within this guide are met and sign an acknowledgement prior to opening.

VILLAGE OF BARTLETT

Temporary Outdoor Dining Guide



228 S. Main St.
Bartlett, IL 60103
(630) 540-5920

Effective:

May 29, 2020 – September 30, 2020

Outdoor Seating Hours:

- **Sunday – Thursday**
7:00 a.m. – 10:00 p.m.
- **Friday and Saturday**
7:00 a.m. – 11:00 p.m.

Restaurant Responsibilities

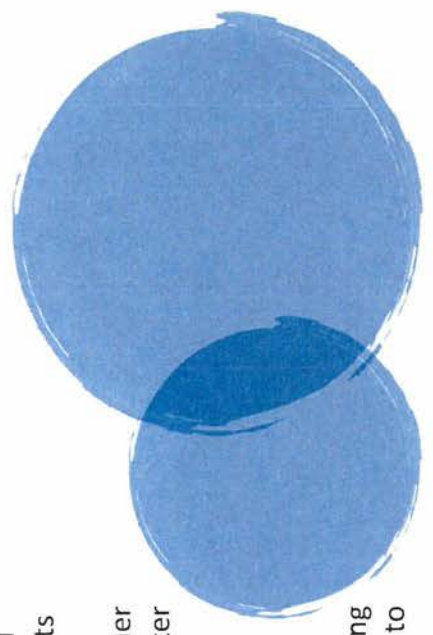
- ✓ Must adhere to all social distancing requirements set forth by the Illinois Department of Public Health
- ✓ Food transported from the restaurant to the outdoor dining areas shall meet all Food Safety requirements.
- ✓ Abide by all applicable Health Codes and COVID-19 restrictions
- ✓ Provide face coverings for employees to be worn at all times
- ✓ Regularly clean and sanitize outdoor dining areas and all frequently touched surfaces (i.e. door handles)
- ✓ No outdoor food or drink preparation is permitted
- ✓ Provide disposable menus
- ✓ Provide restrooms/handwashing inside the restaurant with social distancing

Outdoor Dining Area Requirements

- ✓ All tables must be six feet apart and located away from sidewalks and walkways
- ✓ Entrance/exit doors and fire lanes shall not be blocked
- ✓ No rubbish or trash cans shall be permitted in the parking areas to avoid attracting pests
- ✓ Allow for adequate and safe parking for other businesses within the shopping center (if applicable)
- ✓ Separate queue area for curbside pick-up
- ✓ Barriers or fencing around the outdoor dining area shall be required if alcohol is served or to protect the temporary dining area

All other Village codes and liquor license restrictions shall remain in full effect. The Village maintains the right to require modifications or removal of the outdoor dining area in the event that issues arise.

The Village will continue to monitor the Illinois Department of Public Health's guidelines for reopening bars and restaurants and may amend these requirements based on their recommendations.





VILLAGE OF BARTLETT
228 S. Main St.
Bartlett, IL 60103
(630) 540-5920

TEMPORARY OUTDOOR DINING AREA CHECKLIST

Restaurant Name: _____

Restaurant Address: _____

Contact Person: _____

Contact Email: _____

Contact Phone: _____

Code Officer: _____

- Does this business have existing indoor dining?
- Plan of parking lot, sidewalk, outdoor dining area
- Does not block fire lane or entrance/exit doors
- All Barriers and fencing are safe and secure (if required)
- Number of outdoor tables does not exceed indoor tables/seating
- Are tables spaced six feet (6') apart?
- Is there signage for queue area marked at six foot (6') intervals?
- Is Liquor being served?
- Is there a Special Use permit to serve liquor outdoors?
- Fencing must be provided for areas that have alcohol being served
- Is there ADA accessibility?
- Adequate parking available for other businesses
- Trash cans provided in the parking lot/dining area?
- Hours for outdoor dining posted
- Are there disposable menus? (preferably paper)
- Do the employees have adequate face coverings?
- Are there toilet and handwashing facilities?
- Are all canopies/awnings/umbrellas properly secured?
- Designate a person to implement and monitor compliance with all protocols
- Signed Acknowledgement



Agenda Item Executive Summary

Item Name: MWRD Intergovernmental Agreement for Green Infrastructure Funding Committee or Board: Board

BUDGET IMPACT			
Amount:	\$385,000	Budgeted	Yes
List what fund	Grant Funds and MFT		

EXECUTIVE SUMMARY

The Village was awarded funding through Metropolitan Water Reclamation District of Greater Chicago's (MWRDGC) Green Infrastructure Program. This program helps facilitate and fund projects that incorporate green infrastructure to help alleviate flooding and drainage issues. MWRD will assist the Village by reimbursing \$127,000 towards the Village's West Bartlett Road/Devon Avenue Drainage Swale and Bike Path Replacement Project which is estimated to cost approximately \$385,000, including engineering. The Village had the design engineering completed by Engineering Resource Associates (ERA) funded through the Cook County Invest in Cook Grant.

This project consists of replacing the bike path located north of the Village Church of Bartlett that has deteriorated due to the standing water and poor drainage in the area. The Village will also be installing new a storm sewer and bioswales to properly drain the area and to remove the standing water after rain or snow events. The project has been included in the Capital Improvement Program (CIP).

For the Village to receive reimbursement funds through MWRD's Program, the attached Resolution and Intergovernmental Agreement must be approved by the Village Board.

ATTACHMENTS (PLEASE LIST)

Memo
 Resolution
 Agreement w/ Attachments

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance
- ✓ Motion: **MOVE TO APPROVE RESOLUTION #2020- _____-R, A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE GREEN INFRASTRUCTURE PROGRAM FUNDING.**

Staff: Dan Dinges, Director of Public Works Date: 5/22/2020

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: MWRD Intergovernmental Agreement for Green Infrastructure Funding
Date: May 22, 2020

BACKGROUND

The Village was awarded funding through Metropolitan Water Reclamation District of Greater Chicago's (MWRDGC) Green Infrastructure Program. This program helps facilitate and fund projects that incorporate green infrastructure to help alleviate flooding and drainage issues. MWRD will assist the Village by reimbursing \$127,000 towards the Village's West Bartlett Road/Devon Avenue Drainage Swale and Bike Path Replacement Project, which is estimated to cost approximately \$385,000, including engineering. The Village had the design engineering, completed by Engineering Resource Associates (ERA) funded through the Cook County Invest in Cook Grant.

This project consists of replacing the bike path located north of the Village Church of Bartlett that has deteriorated due to the standing water and poor drainage in the area. The Village will also be installing new a storm sewer and bioswales to properly drain the area and to remove the standing water after rain or snow events. The project has been included in the Capital Improvement Program (CIP).

For the Village to receive reimbursement funds through MWRD's Program, the attached Resolution and Intergovernmental Agreement must be approved by the Village Board.

RECOMMENDATION

Staff recommends passing of the Resolution and entering into an Intergovernmental Agreement with MWRD for the Green Infrastructure Program funding.

MOTION

MOTION TO APPROVE RESOLUTION #2020- _____-R, A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE GREEN INFRASTRUCTURE PROGRAM FUNDING

RESOLUTION 2020 - _____-R

A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE GREEN INFRASTRUCTURE PROGRAM FUNDING

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Intergovernmental Agreement dated June 2, 2020 between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") for the Green Infrastructure Program funding for the West Bartlett Road/Devon Avenue Swale and Bike Path Replacement project (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 2, 2020

APPROVED: June 2, 2020

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - _____ - R enacted on June 2, 2020, and approved on June 2, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE DEVON/WEST BARTLETT BIOSWALE AND BIKE PATH REPLACEMENT PROJECT IN THE VILLAGE OF BARTLETT, 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 Bartlett, a home-rule municipality in Cook, DuPage and Kane Counties, in the State of Illinois (“Village”). Together, MWRDGC and the Village may, for convenience only, 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 shall be under the general supervision of MWRDGC; and

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

WHEREAS, one component of MWRDGC’s stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 33 U.S.C. §1362 (27); and

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

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

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

WHEREAS, pursuant to Resolution 2019-101-R, a Resolution Adopting the 2020-2024 Capital Improvements Program; and

WHEREAS, the Village proposes constructing a bike path with bioswales and native plantings along the southern boundary of the Cook County portion of the street right-of-way located near 601 West Bartlett Road at the intersection of Devon Avenue and West Bartlett Road, Bartlett, Illinois (the "Subject Property") for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"); and

WHEREAS, the proposed green infrastructure installations at the above location will provide a total design retention capacity of at least 17,640 gallons of stormwater per rain event 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 proposed plans to construct the green infrastructure installations in the Village may be approached 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 June 2, 2020, the President and Board of Trustees authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

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

Article 1. Incorporation of Recitals

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

Article 2. Scope of Work

1. The work contemplated by this Agreement will include construction, operation, and maintenance of bioswales and native plantings. These improvements ("Project") are categorized by MWRDGC as "green infrastructure".
2. The Village, at its sole cost and expense, shall cause to be prepared 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 shall be designed to capture at least 17,640 gallons of stormwater per rain event.
4. To the extent practicable, the Village, its agents, contractors or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to the creation of the bioswales and any landscaping. Subject to availability, MWRDGC will provide the biosolids free of charge with the Village being required to arrange for transportation and cover all costs associated with having the biosolids delivered to the Project area.

5. The Project shall realize the Public Benefit of helping to alleviate flooding, including 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 of the Village, as shown in Exhibit 1.
6. The Village shall provide MWRDGC with a copy of 30%, 60%, and 98% complete Construction Documents for MWRDGC's approval as to the Public Benefit.
7. MWRDGC shall review and provide comments to the Village as to the Public Benefit in writing within 30 calendar days of receipt of the 30%, 60%, and 98% complete Construction Documents. The Village shall incorporate MWRDGC's review comments into the Construction Documents.
8. Upon execution of the Agreement and until commencement of the Project construction, the Village must provide monthly updates to MWRDGC on (1) status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.
9. Upon awarding any Project-related construction contracts, the Village must provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests.
10. After construction, the Village shall 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.
11. 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 the Project will not provide sufficient design retention capacity or if the intended Public Benefit is not provided.

12. 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.
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 shall 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 shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below MWRDGC's applicable general standards. 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 shall 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 (attached to this Agreement as Exhibit 4). Affirmative Action

goals for the Project are: 20% of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Minority-Owned Business Enterprises (“MBE”), 10% of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Women-Owned Business Enterprises (“WBE”), and 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 determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC’s Affirmative Action goals is solely in MWRDGC’s discretion. If the Village fails to fully 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 Affirmative Action goal(s).
17. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the Village’s compliance with MWRDGC’s Affirmative Action goals.
18. To evidence compliance with MWRDGC’s Affirmative Action goals, the Village must submit the following items to the MWRDGC Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a current letter from a certifying agency that verifies, as appropriate, the MBE, WBE, SBE status of each such vendor listed as a subcontractor on the Utilization Plan. A certification letter will be deemed current so long as its expiration date is subsequent to the date of the Utilization Plan. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial. Thereafter, during the course of construction, the Village must ensure that the Project is on track for goal attainment by conclusion of the Project.
19. The Village must comply with the applicable portions of MWRDGC’s Veteran-owned Business Enterprise (“VBE”) Contracting Policy Requirements (attached to this Agreement as Exhibit 6). VBE goals for the Project are: 3% of the total amount

of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Veteran-owned Business Enterprises.

20. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC's VBE goal is solely in MWRDGC's discretion. If the Village fails to fully attain the VBE 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 meet the VBE goal(s).

21. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's VBE policy.

22. In order to evidence compliance with MWRDGC's VBE policy, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies the VBE status of each such vendor listed as a subcontractor on the Utilization Plan. A certification letter will be deemed current so long as its expiration date is subsequent to the date of the Utilization Plan. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.

23. Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) an Affirmative Action and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8, and a completed VBE Commitment Form; (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, Commitment Form, and any supporting documentation may result in a payment delay and/or denial.

24. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois

Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.

25. The Village, at its sole cost and expense, shall provide (1) the final design of the Project; (2) land acquisition and remediation (if necessary); and (3) construction oversight and administrative support for the Project.

26. The Village shall submit an Operation and Maintenance Plan ("O&M Plan") for MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.

27. MWRDGC shall reimburse the Village for 37.2% of the total construction cost of the Project, but in no event shall that amount exceed One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) (the "Maximum Reimbursement Amount"). All funding provided by MWRDGC shall be exclusively to reimburse the Village for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns, or any other increases in cost of the Project. MWRDGC shall disburse funds to the Village in accordance with the following schedule:

- a. 25% upon receipt of invoices for 25% completion of construction;
- b. 25% upon receipt of invoices for 50% completion of construction;
- c. 25% upon receipt of invoices for 75% completion of construction; and
- d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover 37.2% of the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.

28. MWRDGC's Maximum Reimbursement Amount is based on the funding amount that MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from MWRDGC beyond the current fiscal year is subject to the approval of MWRDGC's Board of Commissioners.
29. To date, the Village has spent approximately Twenty-Nine Thousand Seven Hundred Thirty-Two and 14/100 Dollars (\$29,732.14) on engineering, property acquisition, and other design-related Project costs.
30. Additionally, the Village has secured and will contribute approximately Two Hundred Eleven Thousand and No/100 Dollars (\$211,000.00) of funding towards total construction costs.
31. As a condition for reimbursement, the Village shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.
32. The Village shall return all funds provided by MWRDGC if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project, unless MWRDGC approves an extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county, and local permits required by law for the construction of the Project and shall assume any costs in procuring said permits. Additionally, the Village shall

obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project and shall assume any costs incurred in procuring all such consents and approvals.

2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

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

Article 5. Maintenance

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

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

Article 6. Notification

1. Bid Advertisement. The Village will provide MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.

2. Construction. The Village shall 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 shall permanently display signs setting forth the following information: "This project is a joint effort between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs shall be maintained by the Village, and shall include educational information about the benefits of green infrastructure. MWRDGC will provide examples of signage used for similar projects.
2. The Village shall maintain on its website a hyperlink leading to the URL for the MWRDGC's website (<http://www.mwrdd.org>).
3. The Village shall 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. On the last business day of every month, the Village shall submit to the MWRDGC a report detailing the following:

- Any MWRDGC-affiliated community events advertised in the preceding thirty (30) calendar days pursuant to the preceding subsection (if none, then the report shall 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, shall 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@mwrdd.org

For the Village:
 Tyler Isham, Public Works Management
 Analyst
 Village of Bartlett
 228 South Main Street
 Bartlett, IL 60103
 Phone: (630) 837-0811
 Email: tisham@vbartlett.org

Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article 7, which notice shall 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—with the exception of those set forth in Subsection 1 hereto—shall 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 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 shall 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 page.

Article 11. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for 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 shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or

because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village shall defend, indemnify, and hold harmless 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's fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

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

4. The Village has allocated Two Hundred Forty Thousand Seven Hundred Thirty Three and No/100 Dollars (\$240,733.00) in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC 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 same on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers

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

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the

performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

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

Article 20. Necessary Documents

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

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

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

Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 22. Entire Agreement

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

Article 23. Amendments

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

Article 24. References to Documents

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

Article 25. Judicial and Administrative Remedies

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

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

Article 26. Notices

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

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

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

For MWRDGC:	For the Village:
Director of Engineering	Director of Public Works
Metropolitan Water Reclamation District of Greater Chicago	Village of Bartlett
100 East Erie Street	228 South Main Street
Chicago, Illinois 60611	Bartlett, IL 60103
Phone: (312) 751-7905	Phone: (630) 837-0811
Fax: (312) 751-5681	Fax: N/A
Email: oconnorc@mwrdd.org	Email: ddinges@vbartlett.org

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

Article 28. Interpretation and Execution

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

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

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

Village of Bartlett, a home-rule municipality in the State of Illinois

BY: _____
Kevin Wallace, Village President

Date

ATTEST:

Lorna Giles, Village Clerk

Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date

Assistant Director of Engineering Date

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

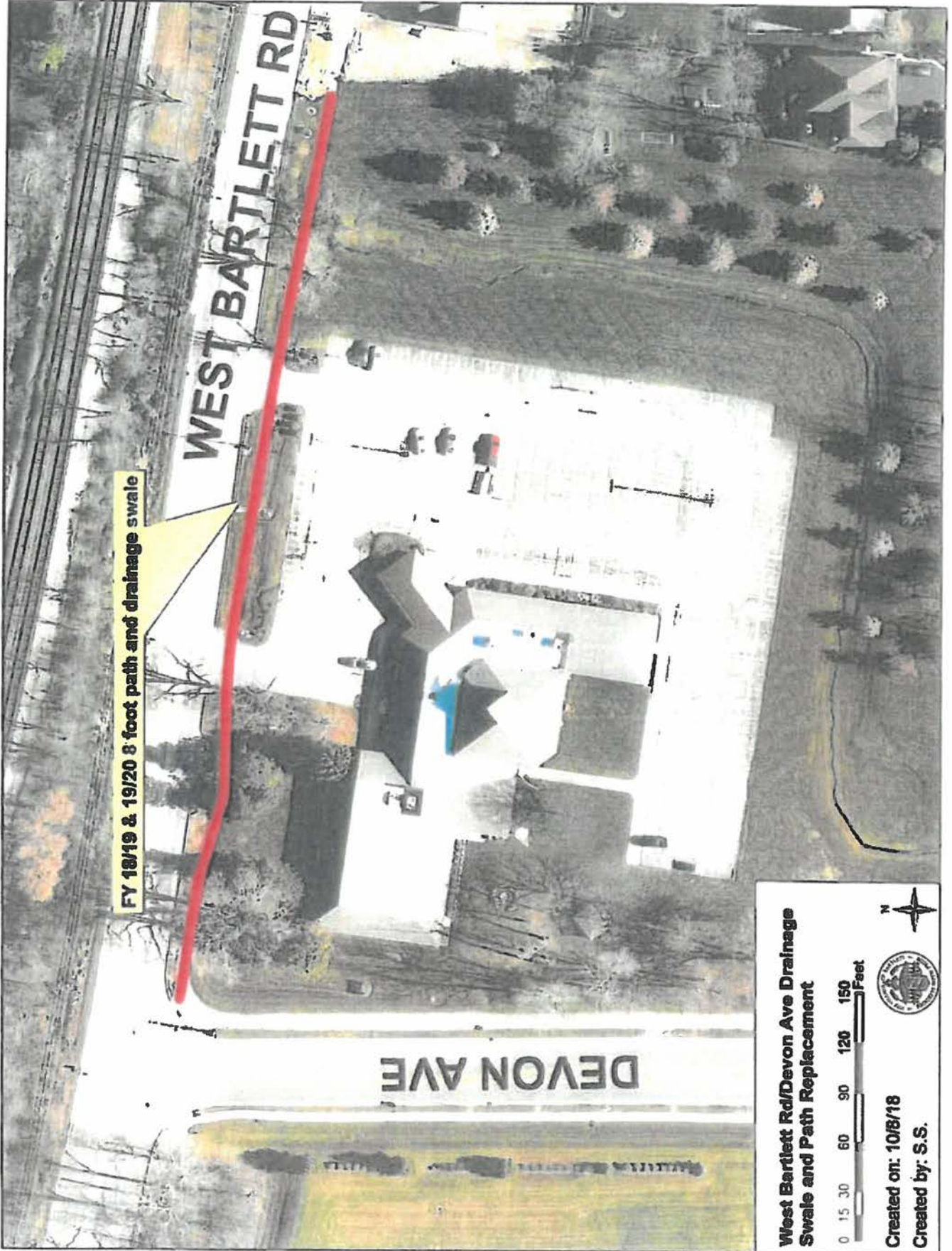
General Counsel Date

Exhibits and Attachments

<u>TITLE</u>	<u>DATED</u>	<u>PAGES</u>
Exhibit 1: Project Vicinity Map and Project Conceptual Drawing	10/18, 2/18	1 to 2
Exhibit 2: MWRDGC's Purchasing Act	02/16	1 to 12
Exhibit 3: Multi-Project Labor Agreement (MPLA)	10/17; 04/18	MPLA-CC-1 to MPLA-CC-49
Exhibit 4: Affirmative Action Ordinance, Revised Appendix D	06/04/15	D-1 to D-23
Exhibit 5: Affirmative Action Utilization Plan	06/15	UP-1 to UP-7
Exhibit 6: Veteran's Business Enterprise Contracting Policy Requirements Appendix V	03/19	V-1 to V-3
Exhibit 7: VBE Commitment Form	03/19	V-4
Exhibit 8: Affirmative Action Status Report	11/18	1 to 2
Exhibit 9: Operation and Maintenance Plan, Inspection Log	12/19	1 to 11

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING



FY 18/19 & 19/20 8-foot path and drainage swale

WEST BARTLETT RD

DEVON AVE

West Bartlett Rd/Devon Ave Drainage Swale and Path Replacement



Created on: 10/8/18

Created by: S.S.

EXHIBIT 2
DISTRICT PURCHASING ACT

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

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

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

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

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

(Source: Laws 1963, p. 2498.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thereby.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or
- (2) a member of its board of directors; or
- (3) an agent, officer or employee of such business entity.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 3

MULTI-PROJECT LABOR AGREEMENT (MPLA)

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

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

MPLA-CC-01

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

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

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

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

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

Revised October 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

September 6, 2017

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

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

September 6, 2017

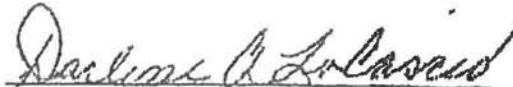
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 6th day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago



David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

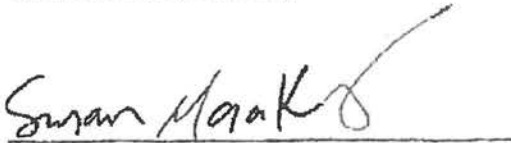
Approved as to Form and Legality



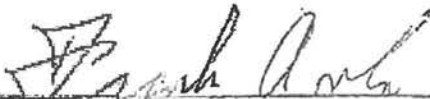
Helen Shields-Wright
Head Assistant Attorney *PK*



Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel



Frank Avila
Chairman of Finance



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

Approved



Mariyana T. Spyropoulos, President

MWRD PLA

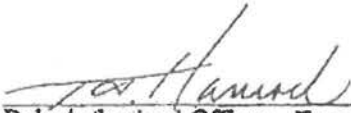
September 6, 2017

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

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

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

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

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

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

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

APPROVED:



Its Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA
September 6, 2017

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

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

On behalf of: SMART Local # 73
Labor Organization

APPROVED:


Its Duly Authorized Officer

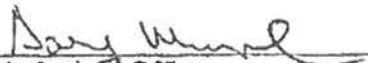
MWRD P/A
September 6, 2017

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

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

On behalf of: Roufers+WaterProoferS #11
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

MWRD P.C.A.
September 6, 2017

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

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

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

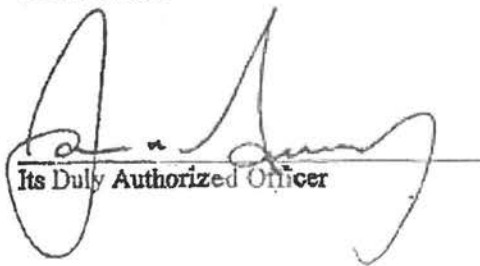
MWRD PLA
September 6, 2017

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

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

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

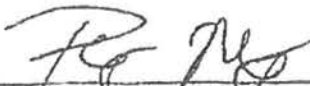
MARD PLA
September 6, 2017

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

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

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

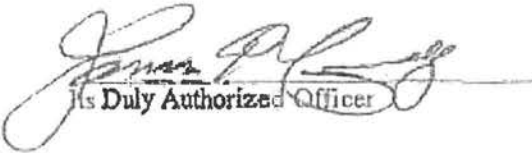
MARD PLA
September 6, 2017

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

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

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRB PLA

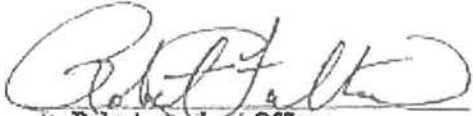
September 6, 2017

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

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

On behalf of: RIGGER LOCAL 136
Labor Organization

APPROVED:



Its Duly Authorized Officer

MURA P.A

September 6, 2017

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

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

On behalf of: Iron Workers #62
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: IRON WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

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

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: IUEC LOCAL 2
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:

Paul M
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: CAROL MASON & PLASTICS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD P&A

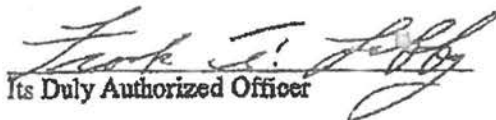
September 6, 2017

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

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

On behalf of CARPENTERS
Labor Organization

APPROVED:


Its Duly Authorized Officer

MARD PLA

September 6, 2017

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

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

On behalf of: BRIEF LAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PUA

September 6, 2017

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

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

On behalf of: International Brotherhood of Boilermakers Local 076
Labor Organization

APPROVED:


Its Duly Authorized Officer

September 6, 2017

APPENDIX A

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

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

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

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

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

CHRONOLOGY

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

Expiration Date: MAY 31, 2020

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PREAMBLE

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

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

DECLARATION OF PRINCIPLES

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

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

ARTICLES OF AGREEMENT

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

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

ARTICLE VII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF277A8FAD084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD4E602A0C4DE

BY Thomas Villanova

Contract No. _____

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

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

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

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

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

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

I intend to comply with the MPLA by:

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

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

Name of Company or Corporation

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

Revised April 2018

MPLA-CC-49

EXHIBIT 4

AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D

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

AS REVISED
JUNE 4, 2015

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

Section 1. Declaration of Policy

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

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

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

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

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

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

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

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

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

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

Section 2. Findings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Purpose and Intent

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

Section 4. Coverage

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

Section 5. Definitions

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

(a) "Administrator" means the District's Affirmative Action Program Administrator.

(b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

(c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts

(d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.

(e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.

(f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.

(g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Non-Discrimination and Affirmative Action Clause

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

During the performance of this contract, the Contractor agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Certification Eligibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Contract Goals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Utilization Plan Submission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Compliance Review

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

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

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

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

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

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

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

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

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

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

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

Section 14. Contract Performance Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Sanctions for Non-Compliance

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

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime

Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 16. Other Federal Regulations

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B, C, G, and I of Grant funded contracts or Appendix C of non-Grant funded contracts.

Section 17. Reporting and Review

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

Section 18. Sunset Provision

This Appendix D shall be reviewed no later than five years from its adoption and shall expire on June 4, 2020 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory market in the Metropolitan Chicago construction industry.

Section 19. Repeal of Prior Inconsistent Provisions

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Ordinance that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

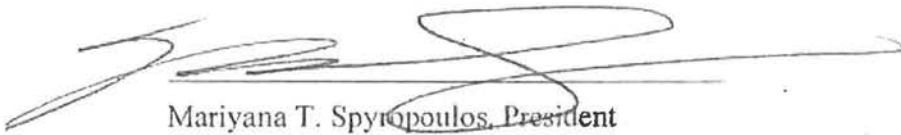
Section 20. Severability

If any clause, sentence, paragraph, section or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Ordinance directly involved in the controversy in which the judgment shall have been rendered.

Section 21. Effective Dates

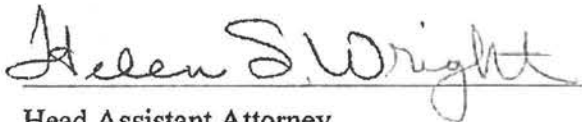
This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after June 4, 2015.

ADOPTED:

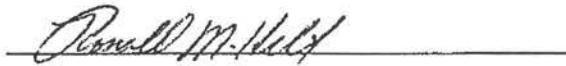


Mariyana T. Spyropoulos, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

EXHIBIT 5
UTILIZATION PLAN

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

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WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D15-D16, Section 12. Utilization Plan Submission (e), (i) (i)-(xi).

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

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MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE/SBE Firm) _____

MBE:	Yes	___	No	___
WBE:	Yes	___	No	___
SBE:	Yes	___	No	___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

Name/Title (Print)

Date _____ Phone _____

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

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EXHIBIT 6

**VETERAN'S BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS
APPENDIX V**

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of this policy is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) "Eligible Veteran" means an individual who has been a member of the armed forces of the United States and served for a total of at least six months, or for the duration of hostilities regardless of the length of engagement; and
- a. was discharged on the basis of hardship; or
 - b. was released from active duty because of a service connected disability; or
 - c. was discharged under honorable conditions

Former members of the military with the following type of discharges are excluded from the District's Veteran-owned Business Enterprise Contracting Policy:

- a. dishonorably discharged; or
 - b. bad conduct discharge; or
 - c. general discharge under other-than-honorable conditions
- (b) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a construction contractor or professional services consultant to meet the VBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Policy's goals.
- (c) "Participating Business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region and/or a business which has been placed on the District's vendor list and/or has bid or sought District contract(s) for construction or professional services work.
- (d) "Small Business Enterprise" (SBE) in this Appendix has the meaning consistent with Appendix D for construction contracts or Appendix A for professional services contracts, as applicable.
- (e) "Veteran-owned Business Enterprise" (VBE) means both a small business enterprise and participating business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity which is at least fifty-one (51%) directly and unconditionally owned by one or more eligible veterans, or, in the case of a publicly held corporation, at least fifty-one (51%) of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.

Section 3. Certification Eligibility

- (a) Only a firm owned by an Eligible Veteran(s) may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct ownership.
 - (ii) A business or professional enterprise owned principally by another business entity that is in turn owned and controlled by one or more veterans would not qualify.
- (b) Only a firm that is managed and controlled by an Eligible Veteran(s) may be certified as a VBE.
- (c) For the purposes of this policy, there is no distinction between service-disabled (SDVBE) and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard participation goal for VBEs is three-percent (3%), unless otherwise specified in the Invitation to Bid. The participation goals are applicable to District contracts where the estimated total expenditure is in excess of \$100,000.00, or in a lesser amount as authorized by the Board of Commissioners.
- (b) VBE goals are separate from the Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) goals.
- (c) VBE contract goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list to perform the anticipated subcontracting functions of the contract.
- (d) VBE goals are separate from Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Small Business Enterprise (SBE) goals. An Eligible Veteran who is also an MBE, WBE, or SBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/W/SBE goals set forth in a contract.

Section 5. Good Faith Efforts

The Contractor must undertake "Good Faith Efforts" to ensure that qualified VBE firms are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the Contractor may have the capability to complete the project without the use of subcontractors.

Section 6. VBE Commitment Form Submission

Complete the **VBE COMMITMENT FORM**.

- (a) Provide the names, contact information and qualifications for the prospective VBE firms that you plan to use. Delineate the various anticipated categories and/or disciplines of work/services to be provided by VBE firms.

- (b) Summarize Contractor's or Consultant's commitment to comply with the VBE goals regarding this project.
- (c) Where a Contractor or Consultant is a business owned and controlled by a VBE or where the Contractor or Consultant utilizes a VBE in a joint venture or as a subcontractor, a Contractor or Consultant may count toward the achievement of its VBE goals the utilization of any VBE that also satisfies the definition of a SBE, as set forth in the Revised Appendix D or Appendix A, as applicable to construction or professional services contracts.

Section 7. Effective Date

This policy is effective on January 1, 2019, and applies only to qualifying contracts advertised after the effective date.

RDB/MTC/PJS/ps

Adopted by Order of the Board November 15, 2018

EXHIBIT 7
VBE COMMITMENT FORM

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

Attach a copy of qualifications for each VBE firm

EXHIBIT 8

AFFIRMATIVE ACTION STATUS REPORT

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

 Signature of Notary Public

EXHIBIT 9

OPERATION AND MAINTENANCE PLAN AND INSPECTION LOG

VILLAGE OF BARTLETT
OPERATIONS & MAINTENANCE PLAN
FOR THE

DEVON/WEST BARTLETT BIOSWALE AND BIKE PATH REPLACEMENT PROJECT
OWNER INFORMATION

Village of Bartlett
228 S. Main St.
Bartlett, IL 60103
CONTACT: Tyler Isham Phone: (630) 837-0811

Bioswale, Rain Garden, and Bioretention O&M Overview

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

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

An inspection and maintenance schedule that complies with this O&M plan shall be created. This schedule shall provide for routine examination of all BMPs and incorporate the varying maintenance needs of each BMP. Each BMP-specific O&M sheet shall serve as a checklist for design elements that require inspection, the frequency of inspections, conditions that indicate that maintenance is needed and correlate to the Owner-maintained log book. The O&M plan is included as an exhibit to the Intergovernmental Agreement and is legally binding.

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

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

A. Operation And Maintenance Practices

1. O&M plan procedures and practices must be reviewed and assessed annually.
2. Drainage structures and flow restrictors must be inspected and cleaned semi-annually.
3. Volume control BMPs shall be inspected semi-annually and after significant rainfall events exceeding 1.5 inches
4. The Owner shall keep an updated log book documenting the performance of the required O&M activities for perpetuity. Log books must be produced upon the request of a city or MWRD inspector. In general, the logbook shall note all inspection dates, facility components and BMPs

inspected, and any maintenance performed and repairs made. All inspections and maintenance, both routine and emergency, shall be recorded in the logbook.

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

B. General Operations and Maintenance Scope

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

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

2. Twice per year: May, Nov

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

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

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

C. Structure Maintenance

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

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

- a. Inspect drainage and stormwater structures for sedimentation and debris. This includes, but is not limited to, catch basins, pipes, backflow preventers, flow restrictors, cleanouts, surface cisterns, and subsurface vaults.
- b. As needed, use a jetvac system to remove sediment and debris from structures and subsurface vaults when the sediment zone or sedimentation chamber is full as well as from

inlet and outlet pipes. Sediment shall be tested for toxicants in compliance with applicable disposal requirements and if any indications of pollution are found. Maintain a photo record of the chamber and main pipes in a manner so as to view the entire length of the chamber.

- c. Remove any floating debris.
- d. Repair structures or equipment that show signs of excessive wear or damage.
- e. Structure access and maintenance procedures must meet OSHA confined space entry requirements.

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

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

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

- a. Identify the source of ponding when extended periods of ponding greater than 48 hours occur within the bioretention area.
 - i. Inspect cleanouts to determine if the underdrain or downstream storm line are clogged as evidenced by standing water in the cleanouts to the elevation of the surface ponding in the bioretention area.
 - ii. If no water is standing in the cleanouts, the bioretention surface is clogged. The clogged soil shall be remediated by removing the top one to two inches of bioretention soil until the area drains. Removed soil shall be replaced in November after the growing season ends. Replacement bioretention soil must meet project specifications.
- b. Mow and trim vegetation to ensure safety, aesthetics, proper swale operation, and to suppress weeds and invasive vegetation; mow only when swale is dry to avoid rutting.
- c. Re-seed and/or replant bare areas in accordance with project plans and specifications; install appropriate erosion control measures when native soil is exposed or erosion channels are forming.
- d. Re-mulch void areas.
- e. Plant alternative grass species in the event of unsuccessful establishment or bare areas measuring larger than 2 feet by 2 feet (4 square feet (SF)).
- f. Remove, as needed, matted organic debris such as large leaves and other layered matter that prevents movement of water into the soil.
- g. Rake accumulated sediment from the rain garden, swale or bioretention surface, taking care to protect plants. Minor accumulations may be raked into the soil.
- h. Remove litter and debris.
- i. Inspect and clear obstructions inlet and outlet pipes as needed.

2. Twice per year: May, Aug

- a. Inspect areas to identify accumulation of sediment and matted organic debris that could seal the surface as well as extended duration of ponding (ponding for more than 24 hours after cessation of rain). Inspections shall be conducted semi-annually and after rainfall events exceeding 1.5".
- b. Inspect trees, shrubs and plants to evaluate health.

3. Once per year: Aug

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

E. Plant Maintenance

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

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

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

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

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

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

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

3. Once per Year Spring Clean-up: Apr

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

4. Once per year Fall Cleanup: Nov

- a. Remove leaves, branches and spent plant material from plant and cobble bed areas. Winter protection measures as required herein shall also be installed.

- b. All ornamental grasses and certain late-flowering ornamental perennials with decorative seed heads, such as Aster, Echinacea, Rudbeckia, etc. shall be allowed to keep their spent foliage and flower heads through the winter.
- c. Mulching: partially decomposed leaf mulch shall be applied in a 2 inch layer to all bare areas in May of each year.
- d. Tree Staking: Inspect installed tree staking or install tree staking for young trees
 - i. Temporary staking shall be provided to young trees that are vulnerable to wind damage.
 - ii. Staking methods shall include the use of adjustable, flexible tree loops made of plastic, or rubber. Rope and wire can be used as tie-downs, but shall not be in contact with the tree.
 - iii. Once trees are established the staking shall be removed.
- e. Perennials and bulbs, except as identified below, shall be deadheaded after blooming, and spent foliage shall be removed.
- f. All ornamental grasses and certain late-flowering ornamental perennials with decorative seed heads, such as aster, *echinacea*, *rudbeckia*, and *sedum*, shall be allowed to keep their spent foliage and flower heads through the winter. Any remaining vegetation from these plants shall be pruned to the ground in March, or early April and removed.

F. Tree Care

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

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

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

2. Once per year: Dec

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

- b. Winter protection and repair methods: commercial-grade tree wraps shall be installed on all young trees that are susceptible to sun scald in the winter. This includes plants of the following genera: *Prunus*, *Malus*, *Gleditsia*, *Tilia*, *Acer*, and *Platanus*.
 - i. Tree wraps shall be installed during the fall cleanup in November and removed during the spring cleanup in April.
 - ii. Any sun scald damage occurring to the outer bark of young trees shall be removed with a sharp clean knife.

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

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Maintenance Checklist for Bioswales and Rain Gardens

- Refer to the "Village of Bartlett Operations & Maintenance Plan for the Devon/West Bartlett Bike Path Replacement and Bioswale Project" for detailed requirements.
- Maintenance of the rain garden, bioswale, or bioretention area is required, at a minimum, twelve (12) times a year and after significant rainfall events exceeding 1.5 inches.

Crew foreman:

Date:

Time:

Maintenance Type:

- Regular (scheduled)
 Emergency/Corrective Action

List of Rain Gardens and Bioswales Serviced:

Maintenance Items

**Completed?
(Y/N)**

Comments*

Structure Maintenance

Inspect all drainage and stormwater structures

Remove sediment and debris, repair if necessary

Landscape

Inspect for signs of ponding and identify the source of ponding if applicable

Mow and trim vegetation

Re-seed and/or replant bare areas

Remove matted organic debris, as needed

Remove accumulated sediment, litter, and debris

Inspect and clear obstructions inlet and outlet pipes

Inspect trees, shrubs and plants to evaluate health

Inspect and correct erosion problems, vegetative conditions, etc.

Mulch (once per year)

Plant Maintenance

Water Plants as specified in O&M plan

Pest Management, if needed

Weed

Spring / Fall cleanup as specified in O&M plan

Tree Care

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

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

Inspection Log for Rain Garden/Bioretention Area

- Refer to the "Village of Bartlett Operations & Maintenance Plan for the Devon/West Bartlett Bike Path Replacement and Bioswale Project" for detailed requirements.
- Maintenance of the rain garden, bioswale, or bioretention area is required, at a minimum, twelve (12) times a year and after significant rainfall events exceeding 1.5 inches.
- Fill out one form for each rain garden/bioswale/bioretention area inspected.

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

Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
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Vegetation

For mulched area: complete coverage of hardwood mulch		
For seeded or non-mulched area: 90% cover vegetated.		
No more than 25% cover of invasive or weedy species		
All disturbed areas stabilized against erosion		

Surface Infiltration

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

Drainage Structure and Cleanouts Inspection (if equipped)

No evidence of blockage		
Good condition without need for repair		
Observation wells show water has drained within 72 hours following rain event		

Signage

Check for signage required for the project		
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Additional Comments, Recommendations: