

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
«AGENCY\_NAME» AND THE METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND  
MAINTENANCE OF THE «PROJECT\_TITLE» IN THE «PROJECT\_CITY\_LONG»,  
ILLINOIS**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic organized and existing under the laws of the State of Illinois (“MWRDGC”), and the «AGENCY\_NAME», a **[[Agency Information Regarding Formation and Organization in the State of Illinois]]**, (“«AGENCY\_ABBR»”). Together, MWRDGC and the «AGENCY\_ABBR» may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party.”

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; 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 415 ILCS 56/5; 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 «AGENCY\_ABBR» is located within the boundaries of Cook County, Illinois; and

**WHEREAS**, pursuant to **[[Applicable Municipal Code or Article Allowing Agency to Construct and Maintain Green Infrastructure or Authority for Water Management and Sewer/Stormwater Management, within its corporate limits]]**; and

**WHEREAS**, on October 6, 2009, the «AGENCY\_ABBR» and MWRDGC entered into an intergovernmental agreement ("Stormwater IGA") regarding stormwater management within the corporate limits of the «AGENCY\_ABBR»; and

**WHEREAS**, pursuant to the Stormwater IGA, MWRDGC and the «AGENCY\_ABBR» further agreed to work together on identifying potential projects to address stormwater management problems within the corporate limits of the «AGENCY\_ABBR»; and

**WHEREAS**, the «AGENCY\_ABBR» proposes constructing «PROJECT\_DESC» located at «PROJECT\_ADDRESS» at the intersection of «PROJECT\_INTERSECTION», «CITY», Illinois that will provide a total design retention capacity of «VERIFIED\_DRC» gallons of stormwater per rain event and further MWRDGC's goal of informing the public of the value of green infrastructure; and

**WHEREAS**, the «AGENCY\_ABBR» intends to design, construct, operate, maintain, and own of the proposed green infrastructure installations; and

**WHEREAS**, the «AGENCY\_ABBR»'s proposed plans to construct the green infrastructure installations in the «AGENCY\_ABBR» may be approached more effectively, economically, and comprehensively with the «AGENCY\_ABBR» 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 «MWRD\_IGA\_DATE», MWRDGC's Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the «AGENCY\_ABBR»; and

**WHEREAS**, on «AGENCY\_IGA\_DATE», the «AGENCY\_OFFICIALS» authorized the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» and MWRDGC hereby agree as follows:

#### **Article 1. Incorporation of Recitals**

The recitals set forth above are incorporated herein by reference and made a part hereof.

#### **Article 2. Scope of Work**

1. The work contemplated by this Agreement will include construction, operation, and maintenance of «BMP\_LIST». These improvements ("Project") are categorized by MWRDGC as "green infrastructure".
2. The «AGENCY\_ABBR», 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 up to «VERIFIED\_DRC» gallons of stormwater per rain event.

4. To the extent practicable, the «AGENCY\_ABBR», its agents, contractors or employees are encouraged to use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to the creation of the «BMP\_LIST». Subject to availability, MWRDGC will provide the biosolids free of charge with the «AGENCY\_ABBR» being required to pay only for any transportation costs necessary to deliver the biosolids to the Project area.
5. The Project shall realize all public benefits of helping to alleviate flooding, 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 «AGENCY\_ABBR», as shown in Exhibit 1.
6. The «AGENCY\_ABBR» shall provide MWRDGC with a copy of 30%, 60%, and 98% complete Construction Documents for MWRDGC's review as to the Project's intended stormwater and green infrastructure benefits to the public.
7. The «AGENCY\_ABBR» shall provide monthly updates on the progress of the design and schedule for Bid Advertisement and Award for the Project, starting after this agreement is executed until Construction of the project commences.
8. MWRDGC shall review and provide comments to the «AGENCY\_ABBR» as to the Project's intended stormwater and/or green infrastructure benefit to the public in writing within 30 calendar days of receipt of the 30%, 60%, and 98% complete Construction Documents. The «AGENCY\_ABBR» shall incorporate MWRDGC's review comments into the Construction Documents.
9. Upon award of construction of the project, the «AGENCY\_ABBR» shall provide monthly updates as to its progress and as to when reimbursement requests will be submitted.
10. After construction, the «AGENCY\_ABBR» 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, the Project will not provide sufficient design retention capacity or if the intended public stormwater benefit is not provided.
12. Although MWRDGC will reimburse the «AGENCY\_ABBR» for a portion of the Project, the «AGENCY\_ABBR» bears sole responsibility for the overall cost, expense, and payment for the Project.
13. The «AGENCY\_ABBR» will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the «AGENCY\_ABBR». The «AGENCY\_ABBR» 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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the «AGENCY\_ABBR»'s requirements fall below MWRDGC's applicable general standards. Although the «AGENCY\_ABBR» need not include the attached Exhibit 2 as part of its bid documents, the «AGENCY\_ABBR» is responsible for ensuring that these applicable minimum requirements are met.
14. The «AGENCY\_ABBR» 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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» may impose more stringent requirements

than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the «AGENCY\_ABBR»'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 «AGENCY\_ABBR» is responsible for ensuring that its applicable minimum requirements are met.

15. The «AGENCY\_ABBR» 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 for Minority-Owned Business Enterprises ("MBE"), 10% of the total amount of reimbursement to be provided by MWRDGC for the Project for Women-Owned Business Enterprises ("WBE"), and 10% of the total amount of reimbursement to be provided by MWRDGC for the Project for Small Business Enterprises ("SBE").
16. The determination as to whether the «AGENCY\_ABBR» has complied with MWRDGC's Affirmative Action goals is solely in MWRDGC's discretion. If the «AGENCY\_ABBR» fails to fully comply with these Affirmative Action goals, as determined by MWRDGC, MWRDGC may withhold payments to the «AGENCY\_ABBR» up to or equal to the dollar amount by which the «AGENCY\_ABBR» failed to meet the Affirmative Action goal(s).
17. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the «AGENCY\_ABBR»'s compliance with MWRDGC's Affirmative Action goals.
18. In order to evidence compliance with MWRDGC's Affirmative Action goals, the «AGENCY\_ABBR» must submit the following items to MWRDGC prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

19. The «AGENCY\_ABBR» must comply with the applicable portions of MWRDGC's Veteran's 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 for Veteran's Business Enterprises.
20. The determination as to whether the «AGENCY\_ABBR» has complied with MWRDGC's VBE policy is solely in MWRDGC's discretion. If the «AGENCY\_ABBR» fails to fully comply with this policy, as determined by MWRDGC, MWRDGC may withhold payments to the «AGENCY\_ABBR» up to or equal to the dollar amount by which the «AGENCY\_ABBR» failed to meet the Affirmative Action goal(s).
21. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the «AGENCY\_ABBR»'s compliance with MWRDGC's VBE policy.
22. In order to evidence compliance with MWRDGC's VBE policy, the «AGENCY\_ABBR» must submit the following items to MWRDGC to the start of construction: (1) a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a letter from a certifying agency that verifies the vendors' VBE status. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.
23. Every 30 days from the start of construction until its completion, the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
25. The «AGENCY\_ABBR», at its sole cost and expense, shall provide (1) the final design of the Project; (2) land acquisition and remediation; and (3) construction oversight and administrative support for the Project.
26. The «AGENCY\_ABBR» shall submit an Operation and Maintenance Plan (hereinafter the "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 «AGENCY\_ABBR» shall operate and maintain the Project in accordance with the O&M Plan.
27. MWRDGC shall reimburse the «AGENCY\_ABBR» for «M\_\_CONSTRUCTION\_COST»% of the total construction cost of the Project, but in no event shall that amount exceed «MWRD\_\_AMT\_WORDS\_\_CENTS» («MWRD\_\_AMT\_NUM») (the "Maximum Reimbursement Amount"). All funding provided by MWRDGC shall be exclusively to reimburse the «AGENCY\_ABBR» for the construction of the Project. The «AGENCY\_ABBR» 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 «AGENCY\_ABBR» shall be solely responsible for change orders, overruns, or any other increases in cost of the Project. MWRDGC shall disburse funds to the «AGENCY\_ABBR» in accordance with the following schedule:

- a. 25% at 25% completion of construction;
- b. 25% at 50% completion of construction;
- c. 25% at 75% completion of construction; and
- d. 25% at final completion and after final inspection by MWRDGC.

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 «AGENCY\_ABBR» has spent approximately «AGENCY\_DESIGN\_SPEND» on engineering, property acquisition, and other design-related project costs.

30. To date, the «AGENCY\_ABBR» has secured and will contribute approximately «AGENCY\_CONST\_SPEND» of funding towards total construction costs, including construction inspection.

31. As a condition for reimbursement, the «AGENCY\_ABBR» shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.

32. The «AGENCY\_ABBR» 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 «AGENCY\_ABBR»'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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» in connection with the Project, and in accordance with Article 5 of this Agreement.

#### **Article 4. Property Interests**

1. Prior to construction, the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
2. Should acquisition of property interests via condemnation be necessary, the «AGENCY\_ABBR» shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
3. The «AGENCY\_ABBR» shall record all easements, licenses, or deeds acquired for the Project.
4. The «AGENCY\_ABBR» 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 «AGENCY\_ABBR», at its sole cost and expense, shall perpetually maintain the «BMP\_LIST» and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.

2. The «AGENCY\_ABBR» shall conduct annual inspections to ensure adequate maintenance of the Project. The «AGENCY\_ABBR» 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 «AGENCY\_ABBR».
4. In the event of failure of the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» directing the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
5. In the event of failure of the «AGENCY\_ABBR» to maintain or operate the Project to provide the intended public benefit, MWRDGC may demand that the «AGENCY\_ABBR» return some or all of the funding it provided under this Agreement.
6. In performing its obligations under this Article, the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» will provide MWRDGC with thirty (30) days' notice prior to Bid Advertisement for the Project.

2. Construction. The «AGENCY\_ABBR» shall provide MWRDGC with a construction schedule and provide MWRDGC 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, signs shall permanently be displayed setting forth the following information: "This project is a joint effort between the «AGENCY\_NAME» 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 «AGENCY\_ABBR», and shall include educational information about the benefits of green infrastructure. MWRDGC will provide examples of signage used for similar projects.
2. The «AGENCY\_ABBR» shall maintain on its website a hyperlink leading to the URL for the MWRDGC's website (<http://www.mwrd.org>).
3. The «AGENCY\_ABBR» 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 «AGENCY\_ABBR»'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 «AGENCY\_ABBR»'s representative designated pursuant to Subsection 5 of this Article 7.
4. On the last business day of every month, the «AGENCY\_ABBR» shall submit to the MWRDGC a report detailing the following:

- Any MWRDGC-affiliated community events advertised in the preceding thirty (30) 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 «AGENCY\_ABBR»:  
 [[Name and/or Title of Agency  
 Representative]]  
 «AGENCY\_NAME»  
 «ORG\_ADDRESS»  
 «CITY», IL «ZIP\_CODE»  
 Phone: «PHONE\_NUM»  
 Email: «EMAIL»

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

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 the MWRDGC’s payment of the final installment of any payments owed to the «AGENCY\_ABBR» 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 «AGENCY\_ABBR»**

Prior to commencement of construction of the Project, the «AGENCY\_ABBR» 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 «AGENCY\_ABBR» shall return all Project-related funds received from MWRDGC no later than fourteen (14) 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 «AGENCY\_ABBR» in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

### **Article 10. Effective Date**

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

### **Article 11. Duration**

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

### **Article 12. Non-Assignment**

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

### **Article 13. Waiver of Personal Liability**

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or

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

#### **Article 14. Indemnification**

The «AGENCY\_ABBR» 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 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 «AGENCY\_ABBR» under this Agreement.

#### **Article 15. Representations of the «AGENCY ABBR»**

The «AGENCY\_ABBR» covenants, represents, and warrants as follows:

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

4. The «AGENCY\_ABBR» has allocated «AGENCY\_ALLOCATION\_FUNDS» 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 «AGENCY\_ABBR».

#### **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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» 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 «AGENCY\_ABBR» shall be cumulative, and election by MWRDGC or the «AGENCY\_ABBR» 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 «AGENCY\_NAME» AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE «PROJECT\_TITLE» IN THE «PROJECT\_CITY\_LONG», ILLINOIS" must be prominently featured in the heading of all notices sent hereunder.

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

## **Article 27. Representatives**

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

For MWRDGC:  
Director of Engineering  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
Fax: (312) 751-5681  
Email: oconnorc@mwr.org

For the «AGENCY\_ABBR»:  
«RECIPIENT\_TITLE»  
«AGENCY\_NAME»  
«ORG\_ADDRESS»  
«CITY», IL «ZIP\_CODE»  
Phone: «PHONE\_NUM»  
Fax: «FAX\_NUM»  
Email: «EMAIL»

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

## **Article 28. Interpretation and Execution**

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

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the «AGENCY\_NAME», the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

«AGENCY\_NAME», [[Agency Information  
Regarding Formation and Organization in the State  
of Illinois]]

BY: \_\_\_\_\_  
[[Name of Agency Official]]

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
[[Name of Clerk]], «AGENCY\_ABBR» Clerk

\_\_\_\_\_  
Date



## Exhibits and Attachments

<u>TITLE</u>	<u>DATED</u>	<u>PAGES</u>
Exhibit 1: Project Vicinity Map and Project Conceptual Drawing	XX/XX	1 to XX
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	XX/XX	1 to XX