

Metropolitan Water Reclamation District of Greater Chicago

*100 East Erie Street
Chicago, IL 60611*



Regular Board Meeting Consent Agenda - Draft

Thursday, June 2, 2016

10:00 AM

Board Room

Board of Commissioners

Commissioner Michael A. Alvarez, Chairman of Finance Frank Avila, Commissioner Timothy Bradford, Vice President Barbara J. McGowan, Commissioner Cynthia M. Santos, Commissioner Debra Shore, Commissioner Kari K. Steele, Commissioner David J. Walsh, President Mariyana T. Spyropoulos

THE FOLLOWING PROCEDURES WILL GOVERN THE MEETING PROCESS:

- 1. Board Members who vote "Nay, Present, or Abstain" or have a question on any item may request the item be removed from the Consent Agenda.**
- 2. Citizens in the audience who address the Board on any item may request the item be removed from the Consent Agenda.**
- 3. Items removed from the Consent Agenda are considered separately.**
- 4. One roll call vote is taken to cover all Consent Agenda Items.**

Metropolitan Water Reclamation District of Greater Chicago

STANDING COMMITTEES

Chairman

Vice Chairman

| | | |
|--|-------------|-------------|
| Affirmative Action | McGowan | Avila |
| Budget & Employment | Steele | Shore |
| Engineering | Avila | Shore |
| Ethics | Bradford | Spyropoulos |
| Federal Legislation | Alvarez | Bradford |
| Finance | Avila | Bradford |
| Industrial Waste & Water Pollution | Walsh | Avila |
| Information Technology | Steele | Walsh |
| Judiciary | Spyropoulos | Walsh |
| Labor & Industrial Relations | Santos | Alvarez |
| Maintenance & Operations | Avila | Bradford |
| Monitoring & Research | Walsh | Steele |
| Municipalities | Shore | Santos |
| Pension, Human Resources & Civil Service | Spyropoulos | McGowan |
| Public Health & Welfare | Avila | Shore |
| Public Information & Education | Shore | McGowan |
| Procurement | McGowan | Santos |
| Real Estate Development | Spyropoulos | Santos |
| State Legislation & Rules | Santos | Alvarez |
| Stormwater Management | Alvarez | Steele |

2016 REGULAR BOARD MEETING SCHEDULE

| | | |
|-----------|--------------------|----|
| January | 7 | 21 |
| February | 4 | 18 |
| March | 3 | 17 |
| April | 7 | 21 |
| May | 5 | 19 |
| June | 2 | 16 |
| July | 7 | |
| August | 4 | |
| September | 1 | 15 |
| October | 6 | 20 |
| November | 3 | 17 |
| December | 6 (Annual Meeting) | |
| December | 1 | 15 |

2016

January

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March

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August

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October

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November

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December

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Call Meeting to Order**Roll Call****Approval of Previous Board Meeting Minutes****Public Comments****Recess and Convene as Committee of the Whole****Recess and Reconvene as Board of Commissioners****Finance Committee****Report**

- 1 [16-0480](#) Report on the 2015 Comprehensive Annual Financial Reports of the Metropolitan Water Reclamation District of Greater Chicago and of the Metropolitan Water Reclamation District Retiree Health Care Trust
- 2 [16-0577](#) Report on payment of principal and interest for outstanding District bonds due on June 1, 2016
 Attachments: [DS 2016-06 att.pdf](#)

Procurement Committee**Report**

- 3 [16-0555](#) Report on advertisement of Request for Proposal 16-RFP-19 Deferred Compensation Investment Consulting Services, estimated cost \$170,000.00, Account 101-25000-612430, Requisition 1428002
- 4 [16-0561](#) Report on advertisement of Request for Proposal 16-RFP-23, Specialized Auditing Services, estimated cost \$50,000.00 for a two-year period. Account 101-40000-612430, Requisition 1427345.
- 5 [16-0584](#) Report of bid opening of Tuesday, May 24, 2016

Authorization

- 6 [16-0557](#) Authorization to decrease cost estimate for Contract 15-265-3D Safety Railing Around Tanks, Calumet Water Reclamation Plant, from \$2,500,000.00 to \$1,600,000.00, Account 401-50000-645650, Requisition 1423507

- 7 [16-0558](#) Authorization to decrease cost estimate for Contract 15-072-3D Safety Railing Around Tanks, Terrence J. O'Brien Water Reclamation Plant, from \$3,000,000.00 to \$1,700,000.00, Account 401-50000-645650, Requisition 1423508
- 8 [16-0579](#) Authorization to amend Board Order of May 19, 2016, regarding Authority to award Contract 15-120-3P, Conversion of Old GCTs to Wasstrip Process, Stickney Water Reclamation Plant, to Morrison Construction Company, Inc., in an amount not to exceed \$5,223,243.00, plus a five (5) percent allowance for change orders in an amount of \$261,162.15, for a total amount not to exceed \$5,484,405.15, Account 401-50000-645650, Requisition 1415434, Agenda Item No. 19, File No. 16-0525

Authority to Advertise

- 9 [16-0563](#) Authority to advertise Contract 16-641-11 Furnishing and Delivering Liquid Carbon Dioxide to the Stickney Water Reclamation Plant, estimated cost \$1,280,000.00, Account 101-69000-623560, Requisition 1426350
- 10 [16-0567](#) Authority to advertise Contract 15-122-3P Aeration Tanks Air Valves Automation in Batteries A, B, C and D, Stickney Water Reclamation Plant, estimated cost \$8,000,000.00, Account 401-50000-645650, Requisition 1427329

Attachments: [15-122-3P Project Fact Sheet.pdf](#)
- 11 [16-0583](#) Authority to advertise Contract 16-025-11, Furnish and Deliver Plumbing Pipe, Fittings and Valves to Various Locations for a One-Year Period, estimated cost \$260,500.00, Account 101-20000-623090

Issue Purchase Order

- 12 [16-0559](#) Issue purchase order to CDW Government LLC, to Furnish and Deliver Cisco SmartNet Support for Cisco Routers and Switches, in an amount not to exceed \$146,710.22, Account 101-27000-612840, Requisition 1427325
- 13 [16-0568](#) Issue purchase order and enter into an agreement with PerkinElmer Health Sciences, Inc., for preventive maintenance, repair and consumable supplies for three Inductively Coupled Plasma Instruments and Peripheral Accessories at the Stickney and Egan Analytical Laboratories, in an amount not to exceed \$105,296.12, Account 101-16000-612970, 623570, Requisition 1425927
- 14 [16-0571](#) Issue purchase order to National Auto Fleet Group, to Furnish and Deliver six Ford Transit T-250 Cargo Vans under the National Joint Powers Alliance (NJPA) Purchasing Contract No. 102811, in an amount not to exceed \$177,780.00, Account 201-50000-634860, Requisition 1427995.

- 15 [16-0574](#) Issue purchase order and enter into an agreement for Contract 16-RFP-03 Local and Long Distance Services, with AT&T Corp. in an amount not to exceed \$678,000.00, Account 101-27000-612210, Requisition 1411212
- 16 [16-0586](#) Issue purchase order for Contract 16-907-21, Furnish and Deliver Steam/Hot Water Converter Bundles to the Stickney Water Reclamation Plant, to T & N Chicago, Inc., in an amount not to exceed \$33,594.66, Account 201-50000-634650, Requisition 1420431

Award Contract

- 17 [16-0587](#) Authority to award Contract 11-239-3S, Calumet Intercepting Sewer 19F Rehabilitation, CSA, to Insituform Technologies USA, LLC, in an amount not to exceed \$12,395,588.70, plus a five (5) percent allowance for change orders in an amount of \$619,779.43, for a total amount not to exceed \$13,015,368.13, Account 401-50000-645700, Requisition 1399616

Attachments: [CONTRACT 11-239-3S REVISED APPENDIX D REPORT.pdf](#)
 [CONTRACT 11-239-3S PROJECT VIEW.pdf](#)
- 18 [16-0589](#) Authority to award Contract 16-053-11 Furnish and Deliver Lamps to Various Locations for a One (1) Year Period, to Crescent Electric Supply Company, in an amount not to exceed \$53,068.58, Account 101-20000-623070

Attachments: [Contract 16-053-11 Item Descriptions.pdf](#)

Increase Purchase Order/Change Order

- 19 [16-0566](#) Authority to increase Contract 04-128-3P Westside Primary Settling Tanks 1-9 and Aerated Grit Facility, Stickney Water Reclamation Plant, to IHC Construction and F.H. Paschen/S.N. Nielsen Joint Venture, in an amount of \$448,224.00, from an amount of \$226,554,519.30, to an amount not to exceed \$227,002,743.30, Accounts 401-50000-645650, 645780, 645680, Purchase Order 4000020

Attachments: [CO LOG 04-129-3P, BM 6.2.16.pdf](#)
 [04-128-3P CO LOG Contingency.pdf](#)
- 20 [16-0569](#) Authority to increase Contract 12-932-21 Furnish, Deliver and Install Sludge Heat Exchangers at the Stickney Water Reclamation Plant, to Meccon Industries, Inc., in an amount of \$67,389.99 from an amount of \$1,525,610.41 to an amount not to exceed \$1,593,000.40, Account 201-50000-645750, Purchase Order 5001475

Attachments: [12-932-21 Spreadsheet 20160519.pdf](#)

Budget & Employment Committee**Report**

- 21 [16-0588](#) Report on Budgetary Revenues and Expenditures for the year ended December 31, 2015

Attachments: [2015 4th Quarter Summary attachment.pdf](#)

Engineering Committee

Authorization

- 22 [16-0572](#) Authority to negotiate an Intergovernmental Agreement (IGA) with DuPage County Stormwater (DSW) for the purpose of modifying the Fawell Dam on the West Branch of the DuPage River to provide fish passage

Industrial Waste & Water Pollution Committee

Authorization

- 23 [16-0585](#) Authorization to negotiate an Intergovernmental Agreement with the Illinois Department of Natural Resources to participate in the Chi-Cal River Project

Judiciary Committee

Authorization

- 24 [16-0556](#) Authority to settle the Workers' Compensation Claim of John Radavich vs. MWRDGC, Case 11 WC 36724, Illinois Workers' Compensation Commission (IWCC), in the sum of \$69,000.00, Account 901-30000-601090

Public Health & Welfare Committee

Authorization

- 25 [16-0576](#) Authority to enter into an Intergovernmental Agreement (IGA) with and make payment to the Cook County Sheriff's Office (CCSO) for the expansion of its Prescription Drug Take-Back Program in an amount not to exceed \$100,000.00, Account 101-15000-612490

Attachments: [Exhibit A - Prescription Drug Take-Back Procedure \(clean\)](#)
[IGA for Pharmaceutical Collection Program FINAL 5-23-16](#)

Real Estate Development Committee

Authorization

- 26 [16-0553](#) Authority to grant a 25-year, non-exclusive easement to the City of Evanston for the continued operation, maintenance, repair, replacement and removal of seven (7) storm sewers, connecting structures and outfalls to the North Shore Channel through North Shore Channel Parcels 2.10, 3.02 and 3.03 in Evanston, Illinois and North Shore Channel Parcel 4.05 in Skokie, Illinois. Consideration shall be \$10.00
Attachments: [Aerial Map.City of Evanston.pdf](#)
- 27 [16-0573](#) Authority to grant a 25-year, 113 sq. ft. non-exclusive easement to Entertainment Cruises to construct, operate, maintain, repair and remove a boat ramp on District real estate located along the east bank of the South Branch of the Chicago River, between Cermak Road and Canal Street in Chicago. Consideration shall be an initial annual fee of \$5,000.00
Attachments: [Aerial Map.ECruises Site.pdf](#)
- 28 [16-0578](#) Authority to pay 2015 real estate taxes in the amount of \$83,502.20 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in Fulton County, Illinois, Account 101-30000-667130
- 29 [16-0581](#) Authority to issue a four (4) month permit to Evanston Subaru, Inc. on approximately one (1) acre of District real estate located at 3516 Oakton Street in Skokie, Illinois; part of North Shore Channel Parcel 5.01 for temporary parking of Subaru vehicles. Consideration shall be \$17,424.00
Attachments: [Aerial Map.Parcel 5.01.pdf](#)

Stormwater Management Committee

Authorization

- 30 [16-0580](#) Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Berkeley for the design, construction, operation and maintenance of the McDermott Drive and Morris Avenue storm sewer improvements under Phase II of the Stormwater Management Program, with payment to the Village of Berkeley in an amount not to exceed \$2,696,000.00, Account 501-50000-612400, Requisition 1428288

Miscellaneous and New Business

Resolution

- 31 [16-0549](#) RESOLUTION sponsored by the Board of Commissioners recognizing the Louis Vuitton America's Cup World Series Chicago

Ordinance - Right of Way

- 32 **R16-004** Adopt Ordinance No. R16-004 Amending Ordinance R15-004 Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Vertical and Horizontal Expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) Located North of 87th Street and West of Natchez Avenue in Burbank, Illinois, in parts of Sections 31 and 36, Township 38 North, Ranges 12 and 13, East of the Third Principal Meridian in Cook County, Illinois

Attachments: [6.2.16 ROW Ordinance R16-004.pdf](#)
 [6.2.16 Exhibit AA ROW R16-004.pdf](#)
 [6.2.16 Aerial Map ROW Ordinance R16-004.pdf](#)
 [6.2.16 TL ROW Ordinance R16-005.pdf](#)

Adjournment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0480, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on the 2015 Comprehensive Annual Financial Reports of the Metropolitan Water Reclamation District of Greater Chicago and of the Metropolitan Water Reclamation District Retiree Health Care Trust

Dear Sir:

Attached are the Comprehensive Annual Financial Reports (CAFRs) for the year ended December 31, 2015. The District's CAFR is prepared in compliance with 70 ILCS 2605/5.12 and 5.13 and the Trust's CAFR is prepared pursuant to 70 ILCS 2605/9.6d. The financial statements have been prepared in conformance with generally accepted accounting principals (GAAP) promulgated by the Governmental Accounting Standards Board (GASB).

The District's management is responsible for presenting financial statements that are free from material misstatements and acknowledges its responsibility for the design and implementation of programs and controls to provide reasonable assurance that financial statements are complete and fairly presented.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded the Certificate of Achievement for Excellence in Financial Reporting for the CAFR reports for the fiscal year ended December 31, 2014 to the District and the Retiree Health Care Trust for the 40 and 8 consecutive years, respectively. The certificate will be sought for the 2015 CAFR reports, as we believe they meet all the requirements of the GFOA Certificate of Achievement program.

RSM US LLP, independent auditor, examined the basic financial statements of the District and of the Trust. The examination was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Their audit included the following: examination, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessment of the accounting principles used and significant estimates made by management; evaluation of the overall financial statement presentation; single audit; and other auditing procedures, as were considered necessary. The Auditor issued unmodified opinions.

It is respectfully requested that the 2015 CAFR reports of the District and the Trust be received and ordered filed by the undersigned. The 2015 CAFRs and the Actuarial Valuation Report are available at www.mwrd.org.

Respectfully Submitted, Jacqueline Torres, Clerk/Director of Finance and Mary Ann Boyle, Treasurer
JT:ra

Attachment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0577, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on payment of principal and interest for outstanding District bonds due on June 1, 2016

Dear Sir:

In accordance with the Rules of the Board and the various bond ordinances, the District transferred \$51,706,821.61 to the paying agents for payment of interest on outstanding bonds due on June 1, 2016. An additional \$7,162,125.00 was paid by the paying agents for interest due on two partially and fully refunded issues of District bonds. The attached schedule indicates the amount paid on each bond issue.

The total District debt service payment on June 1, 2016, was therefore \$58,868,946.61.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:st

Attachment

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
DEBT SERVICE PAYMENT**

June 1, 2016

| | | Unrefunded Portion | | Refunded Portion | | Total Debt Service Due |
|---------------------|--|--------------------|-------------------------|------------------|------------------------|-------------------------|
| | | Principal | Interest | Principal | Interest | |
| Paying Agent | Bond Issue | | | | | |
| BNY | Refunding Bonds, Unl May 2006 | - | 8,665,000.00 | - | - | 8,665,000.00 |
| BNY | Refunding Bonds, Lim May 2006 | - | 1,269,750.00 | - | - | 1,269,750.00 |
| AMG | Capital Improvement Bonds, Unl July 2006 | - | - | - | 2,500,000.00 | 2,500,000.00 |
| AMG | Capital Improvement Bonds, Lim July 2006 | - | 287,875.00 | - | 4,662,125.00 | 4,950,000.00 |
| AMG | Refunding Bonds, Series 2014D | | 1,766,075.00 | | | 1,766,075.00 |
| AMG | Refunding Bonds, Unl March 2007A | - | 3,729,500.00 | - | - | 3,729,500.00 |
| AMG | Refunding Bonds, Unl March 2007B | - | 2,410,931.25 | - | - | 2,410,931.25 |
| AMG | Refunding Bonds, Unl March 2007C | - | 2,673,825.00 | - | - | 2,673,825.00 |
| AMG | Capital Improvement Bonds, Lim August 2009 BAB's | - | 17,160,000.00 | - | - | 17,160,000.00 |
| AMG | Capital Improvement Bonds, Lim July 2011 | - | 6,703,921.88 | - | - | 6,703,921.88 |
| AMG | Taxable Bonds, Lim July 2011 | - | 59,402.85 | - | - | 59,402.85 |
| AMG | Capital Improvement Bonds, Unl July 2011 | - | 1,446,615.63 | - | - | 1,446,615.63 |
| AMG | Capital Improvement Bonds, Series 2014C | | 1,857,600.00 | | | 1,857,600.00 |
| AMG | Capital Improvement Bonds, Series 2014A | | 2,500,000.00 | | | 2,500,000.00 |
| AMG | Capital Improvement Bonds (Alternate Revenue Source), Series 2014B | | 1,176,325.00 | | | 1,176,325.00 |
| | | - | | - | - | - |
| | | \$ - | \$ 51,706,821.61 | \$ - | \$ 7,162,125.00 | \$ 58,868,946.61 |



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0555, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 16-RFP-19 Deferred Compensation Investment Consulting Services, estimated cost \$170,000.00, Account 101-25000-612430, Requisition 1428002

Dear Sir:

Request for Proposal documents have been prepared for Deferred Compensation Investment Consulting Services for a period of three years at the request of the Human Resources Department.

The purpose of this contract is to select a vendor to provide investment consulting services related to the Deferred Compensation Plan. Investment consulting services will include semi-annual performance evaluation of the mutual fund offerings and presentation of the results to the Deferred Compensation Committee, investment recommendations for mutual funds to supplement or replace funds in the existing line-up and Investment Policy review and recommendations for revisions as needed. Services will also include assisting the District in developing a request for proposal for the Deferred Compensation Plan recordkeeper and administrative services provider, evaluating the proposals received, recommending the finalists, participating in the finalist interviews and making a final vendor recommendation to the Committee prior to the expiration of the existing plan administrator contract on December 31, 2019. This consulting services contract will have a duration of three years covering the period from January 1, 2017 through December 31, 2019.

The estimated cost for this contract is \$170,000.00. The estimated 2017, 2018 and 2019 expenditures are \$40,000.00, \$40,000.00 and \$90,000.00 respectively.

A bid deposit is not required for this request for proposal.

Appendix A will be included with this request for proposal.

The tentative schedule for this contract is as follows:

| | |
|--------------------|-------------------|
| Advertise | June 22, 2016 |
| Proposals Received | July 22, 2016 |
| Award | November 3, 2016 |
| Completion | December 31, 2019 |

Funds are being requested in 2017, 2018 and 2019, in Account 101-25000-612430, and are contingent on the Board of Commissioners' approval of the District's budget for those years.

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0561, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 16-RFP-23, Specialized Auditing Services, estimated cost \$50,000.00 for a two-year period. Account 101-40000-612430, Requisition 1427345.

Dear Sir:

Request for Proposal documents have been prepared for Specialized Auditing Services, at the request of the Finance Department.

The purpose of this request is to provide interested bidders with sufficient information to prepare and submit proposals to complete specialized internal audits.

The estimated cost for this request for proposal is \$50,000.00. The estimated cost for 2016 and 2017 is \$25,000.00, respectively.

There is no bid deposit for this request for proposal.

Appendix A will not be included in this contract because the estimate is less than the minimum threshold established by Section 4 of the Affirmative Action Ordinance.

The tentative schedule for this request for proposal is as follows:

| | |
|---------------|------------------|
| Advertise | July 6, 2016 |
| Proposals due | August 5, 2016 |
| Award | October 6, 2016 |
| Completion | October 14, 2016 |

Funds for 2016 are available in Account 101-40000-612430. Funds for 2017 are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Jacqueline Torres, Director of Finance

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0584, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, May 24, 2016

Dear Sir:

Bids were received and opened on 5/24/2016 for the following contracts:

CONTRACT 16-004-11 FURNISH AND DELIVER STRUCTURAL AND STAINLESS STEEL TO VARIOUS
LOCATIONS FOR A ONE (1) YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$99,300.00

GROUP: A STEEL

| | |
|---------------------------------|-------------|
| SUPER ROCO STEEL & TUBE LTD. II | \$62,652.20 |
| NAPCO STEEL, INC. | \$65,623.65 |
| ATLAS & ASSOCIATES, INC. | \$72,125.30 |

GROUP: B STAINLESS

| | |
|---|-------------|
| NAK-MAN CORPORATION | \$24,808.07 |
| SUPER ROCO STEEL & TUBE LTD. II | \$34,002.30 |
| CICERO MANUFACTURING & SUPPLY COMPANY, INC. | \$38,196.95 |
| ATLAS & ASSOCIATES, INC. | \$39,130.02 |
| ATLAS & ASSOCIATES, INC. | \$45,056.29 |

BIDDERS NOTIFIED: 219

PLANHOLDERS: 18

CONTRACT 16-017-11 FURNISH AND DELIVER ELECTRICAL SUPPLIES AND WIRE TO VARIOUS
LOCATIONS FOR A ONE (1) YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$128,500.00

GROUP: A ELECTRICAL SUPPLIES

| | |
|-----------------------------------|--------------|
| SIMONS, J P, & CO. | \$74,034.90 |
| HELSEL-JEPPERSON ELECTRICAL, INC. | \$78,700.56 |
| CRESCENT ELECTRIC SUPPLY COMPANY | \$83,285.80 |
| GRAYBAR ELECTRIC COMPANY, INC. | \$84,715.72 |
| ATLAS & ASSOCIATES, INC. | \$183,183.25 |
| T & N CHICAGO, INC. | \$219,744.08 |

GROUP: B WIRE

| | |
|-----------------------------------|-------------|
| CRESCENT ELECTRIC SUPPLY COMPANY | \$40,846.07 |
| HELSEL-JEPPERSON ELECTRICAL, INC. | \$43,327.11 |
| ATLAS & ASSOCIATES, INC. | \$57,411.00 |
| T & N CHICAGO, INC. | \$70,519.19 |

File #: 16-0584, Version: 1

BIDDERS NOTIFIED: 695

PLANHOLDERS: 25

CONTRACT 16-361-12 PUBLIC TENDER OF BIDS A 36-YEAR LEASE ON 0.535 ACRES OF DISTRICT
REAL ESTATE LOCATED AT 20 HARBOR DRIVE IN WILMETTE, ILLINOIS; NORTH SHORE CHANNEL
PARCEL 1.14 (RE-BID)

LOCATION: NORTH SHORE CHANNEL

ESTIMATE: \$83,100.00

GROUP: TOTAL

WILMETTE HARBOR ASSOCIATION

\$91,292.00

BIDDERS NOTIFIED: 164

PLANHOLDERS: 8

CONTRACT 16-601-21 FURNISH, DELIVER AND INSTALL COMMUNICATION CONDUIT AT THE
LOCKPORT POWERHOUSE

LOCATION: LOCKPORT, IL

ESTIMATE: \$150,000.00

GROUP: TOTAL

M. G. ELECTRIC SERVICE COMPANY, INC.

\$115,900.00

PAGODA ELECTRIC AND CONSTRUCTION, INC.

\$132,500.00

ALL TECH ENERGY

\$186,015.00

BIDDERS NOTIFIED: 299

PLANHOLDERS: 26

CONTRACT 16-654-11 FURNISH AND DELIVER VALVE ACTUATORS AND PARTS

LOCATION: VARIOUS

ESTIMATE: \$944,500.00

GROUP: TOTAL

ACTION AUTOMATION, INC.

\$792,601.00

SWANSON FLO

\$817,955.09

ATLAS & ASSOCIATES, INC.

\$942,933.81

BIDDERS NOTIFIED: 931

PLANHOLDERS: 41

CONTRACT 16-656-11 REPAIR AND IMPROVE ROCKWELL TARP DCS COMPUTER SYSTEMS AND
ALLEN-BRADLEY EQUIPMENT AT VARIOUS SERVICE AREAS

LOCATION: VARIOUS

ESTIMATE: \$653,600.00

GROUP: TOTAL

ENGLEWOOD ELECTRICAL SUPPLY, DIV.OF

\$806,165.78

WESCO DISTRIBUTION, INC.

BIDDERS NOTIFIED: 1006

PLANHOLDERS: 16

CONTRACT 16-673-11 HEAVY EQUIPMENT REPAIRS AT VARIOUS LOCATIONS

LOCATION: VARIOUS

ESTIMATE: \$632,440.00

GROUP: A CALUMET SERVICE AREA

STEVENSON CRANE SERVICE, INC.

\$110,100.00

GROUP: B STICKNEY, LASMA, CALSMA

STEVENSON CRANE SERVICE, INC.

\$617,650.00

File #: 16-0584, **Version:** 1

BIDDERS NOTIFIED: 264

PLANHOLDERS: 12

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0557, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authorization to decrease cost estimate for Contract 15-265-3D Safety Railing Around Tanks, Calumet Water Reclamation Plant, from \$2,500,000.00 to \$1,600,000.00, Account 401-50000-645650, Requisition 1423507

Dear Sir:

On April 7, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise Contract 15-265-3D Safety Railing Around Tanks, Calumet Water Reclamation Plant at an estimated cost of \$2,500,000.00.

Due to design changes to allow miter welded connections rather than rolled bends, the price for fabricating the railings are expected to be significantly lower than previously estimated. In addition, the price for raw steel has decreased by approximately \$100.00 per ton within the last year; therefore, bids are expected to be lower than the previously published cost data which was used in the engineer's original estimate. Based on the above, we have revised our estimate for Contract 15-265-3D to \$1,600,000.00.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to decrease the cost estimate for Contract 15-265-3D from \$2,500,000.00 to \$1,600,000.00.

Funds for the revised cost estimate are available in Account 401-50000-645650.

Requested, Catherine A. O'Connor, Director of Engineering, MVL:VPG

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0558, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authorization to decrease cost estimate for Contract 15-072-3D Safety Railing Around Tanks, Terrence J. O'Brien Water Reclamation Plant, from \$3,000,000.00 to \$1,700,000.00, Account 401-50000-645650, Requisition 1423508

Dear Sir:

On April 7, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise Contract 15-072-3D Safety Railing Around Tanks, Terrence J. O'Brien Water Reclamation Plant at an estimated cost of \$3,000,000.00.

Due to design changes which allow miter welded connections rather than pipe rolled bends, the price for fabricating the railings are expected to be significantly lower than previously estimated. In addition, the price for raw steel has decreased by approximately \$100.00 per ton within the last year; therefore, bids are expected to be lower than the previously published cost data which was used in the engineer's original estimate. Based on the above, we have revised our estimate for Contract 15-072-3D to \$1,700,000.00.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to decrease the cost estimate for Contract 15-072-3D from \$3,000,000.00 to \$1,700,000.00.

Funds for the revised cost estimate are available in Account 401-50000-645650.

Requested, Catherine A. O'Connor, Director of Engineering, MVL:VPG

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0579, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to amend Board Order of May 19, 2016, regarding Authority to award Contract 15-120-3P, Conversion of Old GCTs to Wasstrip Process, Stickney Water Reclamation Plant, to Morrison Construction Company, Inc., in an amount not to exceed \$5,223,243.00, plus a five (5) percent allowance for change orders in an amount of \$261,162.15, for a total amount not to exceed \$5,484,405.15, Account 401-50000-645650, Requisition 1415434, Agenda Item No. 19, File No. 16-0525

Dear Sir:

At the Board meeting of May 19, 2016, the Board of Commissioners duly ordered the above stated action, Agenda Item No. 19, File No. 16-0525.

A textual error in the title/transmittal letter and resulting order indicated, Requisition 1415434. Same should have read, Requisition 1428286.

All other information provided in the transmittal letter is correct.

Therefore, it is requested that the aforesaid Board order of May 19, 2016 be amended to effect the changes set forth above, otherwise to remain in force and effect as heretofore enacted.

Requested, Catherine A. O'Connor, Director of Engineering, CW:JB

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0563, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 16-641-11 Furnishing and Delivering Liquid Carbon Dioxide to the Stickney Water Reclamation Plant, estimated cost \$1,280,000.00, Account 101-69000-623560, Requisition 1426350

Dear Sir:

Contract documents and specifications have been prepared for Contract 16-641-11 Furnishing and Delivering Liquid Carbon Dioxide to the Stickney Water Reclamation Plant, at the request of the Maintenance and Operations Department.

The purpose of this contract is to procure liquid carbon dioxide to inhibit struvite formation in the centrifuges and associated piping.

The estimated cost for this contract is \$1,280,000.00. The estimated 2016, 2017, 2018 and 2019 expenditures are \$120,000.00, \$420,000.00, \$420,000.00 and \$320,000.00 respectively.

The bid deposit for this contract is \$64,000.00.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Ordinance, Revised Appendix D will not be included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

| | |
|-------------|-------------------|
| Advertise | June 22, 2016 |
| Bid Opening | July 12, 2016 |
| Award | August 4, 2016 |
| Completion | December 31, 2019 |

Funds for the current year are available in Account 101-69000-623560. Funds for the following years 2017, 2018 and 2019, are contingent on the Board of Commissioners' approval of the District's budget for those years.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 16-641-11.

Requested, John P. Murray, Acting Director of Maintenance and Operations, AQ:SO'C:MAG:JR:SSG
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 16-0563, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0567, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-122-3P Aeration Tanks Air Valves Automation in Batteries A, B, C and D, Stickney Water Reclamation Plant, estimated cost \$8,000,000.00, Account 401-50000-645650, Requisition 1427329

Dear Sir:

Contract documents and specifications have been prepared for Contract 15-122-3P Aeration Tanks Air Valves Automation in Batteries A, B, C and D, Stickney Water Reclamation Plant (WRP).

The purpose of this project is to replace existing manually operated angle globe valves with new automated valves. The first half of Pass 1 of each aeration tank in Batteries A, B, C and D has been converted to an anaerobic zone, as part of the process modification for enhanced biological phosphorus removal that is being implemented at Stickney WRP. This valve replacement work will facilitate an easier and safer means of operating these valves. The associated process air piping will also be modified.

The project consists of the following:

1. Remove and dispose of one hundred and twelve (112) existing 4" angle globe valves and drop air pipes in Aeration Battery A and Battery B each.
2. Install fifty-six (56) new 4" butterfly valves and new electrical actuators in Aeration Battery A and B each.
3. Remove and dispose of fifty-six (56) existing 6" angle globe valves and drop air pipes in Aeration Battery C and Battery D each.
4. Install forty (40) new 6" butterfly valves and new electrical actuators in Aeration Battery C and Battery D each.
5. Install new air piping, fittings and pipe supports to accommodate new installations as necessary.
6. Add additional Ovation's Distributed Control System (DCS) panels and hardware to the existing Ovation panels.
7. Incorporate graphics and programming for new actuated valves into the Ovation system.
8. Provide conduit and wire to power new electrical actuators, DCS control and status of actuators.
9. Provide structural supports for electrical conduits.

File #: 16-0567, **Version:** 1

It is estimated that 80 jobs will be created or saved as a result of award of this contract with an estimated 29,874 man-hours of skilled trades utilized.

The estimated cost for this contract is \$8,000,000.00.

The bid deposit for this contract is \$320,000.00.

The contract specifications require that all work shall be completed within 620 calendar days after approval of the contractor's bond. Liquidated damages are \$1,000.00 for each calendar day that the contractor is in default of the time specified for failing to achieve substantial work completion and \$200.00 for each calendar day that the contractor is in default of the time specified for completion of the entire work.

The Multi-Project Labor Agreement will be included in this contract.

The Affirmative Action Ordinance, Revised Appendix D will be included in this contract. The type of work to be performed under the contract is within the "Mechanical" category for establishing Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and/or Small Business Enterprises (SBE) utilization goals. The MBE, WBE and/or SBE utilization goals for this contract are: 20 percent MBE, 9 percent WBE, and 10 percent SBE.

The tentative schedule for this contract is as follows:

| | |
|-------------|-------------------|
| Advertise | July 13, 2016 |
| Bid Opening | August 16, 2016 |
| Award | November 17, 2016 |
| Completion | August 13, 2018 |

Funds are available in Account 401-50000-645650.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-122-3P.

Requested, Catherine A. O'Connor, Director of Engineering, MVL:GR
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment

Aeration Tanks Air Valves Automation in Batteries A, B, C, and D, SWRP

Project Number: 15-122-3P

Service Area: Stickney

Location: Stickney WRP

Engineering Consultant: In-house design

General Contractor: To be determined

Estimated Construction Cost: \$10,000,000

Contract Award Date: December 2016*

Substantial Completion Date: December 2018*



Project Description: This project will replace the existing manually operated angle globe valves with automated valves on the first seven drop locations of pass one in each aeration tank. The associated air drop piping will also be modified as necessary. The work includes aeration tanks in Batteries A, B, C, and D with the exception of tanks D-7 and D-8, which have been modified under a different contract.

Project Justification: The District has implemented enhanced biological phosphorus removal at the Stickney WRP. Better process control is needed in the first pass, which will include an anaerobic zone and a swing zone. Periodic mixing of the anaerobic zone is necessary for volatile fatty acid release from in-line fermentation. Automation of these air valves will allow for periodic mixing as well as adjusting the length of the anaerobic zone based on flow and other operating conditions.

Project Status: This project is being designed.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0583, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 16-025-11, Furnish and Deliver Plumbing Pipe, Fittings and Valves to Various Locations for a One-Year Period, estimated cost \$260,500.00, Account 101-20000-623090

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver plumbing pipe, fittings and valves to various locations for a one-year period, beginning approximately September 1, 2016 and ending August 31, 2017.

The purpose of this contract is to furnish and deliver plumbing pipe, fittings and valves to the District's storerooms to maintain sufficient inventory levels, which are required for the day-to-day operational needs of the District. This contract is divided into eight groups. Group A is for pipe, Group B is for clamps and couplings, Group C is for valves, Group D is for galvanized fittings, Group E is for malleable iron fittings, Group F is for stainless steel fittings, Group G is for Schedule 40 and 80 fittings, Group H is for forged fittings, and Group I is for copper pipe, tubing, and fittings.

The estimated cost for this contract is \$260,500.00.

No bid deposit is required for this contract.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Ordinance, Revised Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

| | |
|-------------|-----------------|
| Advertise | June 22, 2016 |
| Bid Opening | July 19, 2016 |
| Award | August 4, 2016 |
| Completion | August 31, 2017 |

Funds are available in Account 101-20000-623090.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 16-025-11.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:CDD:np
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 16-0583, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0559, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Issue purchase order to CDW Government LLC, to Furnish and Deliver Cisco SmartNet Support for Cisco Routers and Switches, in an amount not to exceed \$146,710.22, Account 101-27000-612840, Requisition 1427325

Dear Sir:

Authorization is requested to issue a purchase order to CDW Government LLC to furnish and deliver Cisco SmartNet Support for Cisco Routers and Switches. The term of this purchase order is August 30, 2016 to August 29, 2017.

Cisco SmartNet provides support for the routers and switches on the District's administrative data and voice network that enable interconnectivity for various District offices and plant locations.

On February 22, 2012, The County of Cook advertised a Request for Proposal (RFP) for "13-28-026 - Computer Hardware, Software and Services" in collaboration with the City of Chicago. Multiple responses were received by the proposal due date of April 6, 2012. CDW Government LLC was awarded the three-year contract effective May 15, 2013, with an option to extend the contract for two additional one-year terms. On May 11, 2016 the Cook County Board met and the contract was extended an additional year to May 14, 2017. Article 10) General Conditions, Section j) "Governmental Joint Purchasing Agreement," allows other government agencies to purchase goods or services under this contract.

CDW Government LLC has submitted prices for the Cisco SmartNet Support for a one-year period per the established contract discount percentages. Inasmuch as CDW Government LLC is the only source of supply for the Cisco SmartNet Support for Cisco routers and switches, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

CDW Government LLC is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to CDW Government LLC in an amount not to exceed \$146,710.22.

Funds are available in Account 101-27000-612840.

Requested, John Sudduth, Director of Information Technology, JS:SK:RP:EW
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 16-0559, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0568, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with PerkinElmer Health Sciences, Inc., for preventive maintenance, repair and consumable supplies for three Inductively Coupled Plasma Instruments and Peripheral Accessories at the Stickney and Egan Analytical Laboratories, in an amount not to exceed \$105,296.12, Account 101-16000-612970, 623570, Requisition 1425927

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with PerkinElmer Health Sciences, Inc. (PerkinElmer) for preventive maintenance, repair and consumable supplies for three Inductively Coupled Plasma (ICP) instruments and peripheral accessories at the Stickney and Egan Analytical Laboratories. This purchase order will expire on June 30, 2018.

PerkinElmer, the sole-service provider for preventive maintenance, repair and consumable supplies for three ICP instruments and peripheral accessories, has submitted pricing for the services required. The benefits that this service provides are that the ICPs and peripheral equipment are maintained by vendor-trained technicians and the preventive maintenance and emergency repairs will greatly reduce instrument downtime due to failure. Inasmuch as PerkinElmer is the only source of supply for the services required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

PerkinElmer is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable due to the specialized nature of the services required.

In view of the foregoing it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with PerkinElmer in an amount not to exceed \$105,296.12.

Funds for the 2016 expenditures in the amount of \$47,168.00 are available in Account 101-16000-612970, 623570. The estimated expenditure for 2017 is \$53,128.12, and 2018 is \$5,000.00. Funds for the 2017 and 2018 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Thomas C. Granato, Director of Monitoring and Research, TCG:MPC:DC:JC:bb
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0571, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Issue purchase order to National Auto Fleet Group, to Furnish and Deliver six Ford Transit T-250 Cargo Vans under the National Joint Powers Alliance (NJPA) Purchasing Contract No. 102811, in an amount not to exceed \$177,780.00, Account 201-50000-634860, Requisition 1427995.

Dear Sir:

Authorization is requested to issue a purchase order to National Auto Fleet Group to furnish and deliver six Ford Transit T-250 Cargo Vans under the NJPA Contract No. 102811. The District has the ability to participate in NJPA Contracts under the Government Joint Purchasing Act, 30 ILCS 525/0.01 et. seq.

The NJPA currently has a competitively bid contract with National Auto Fleet Group, for the purchase of Ford Transit T-250 Cargo Vans with gasoline engines. On May 19, 2011, the Board of Commissioners granted authority to participate in the NJPA purchasing cooperative. The invitation to bid was issued to establish a contract to enable all state agencies and authorized local governmental units to purchase current model year production vehicles during the contract period. The term of the contract began on January 17, 2012, and expires on January 17, 2017.

The planned vehicle replacements that have met the replacement criteria of 10 years or 100,000 miles, or have exceptionally high lifetime-to-date maintenance costs are listed below:

| UNIT | YEAR | MAKE | MODEL | Dept | Sect | Odomete r | Months in Service |
|------|------|---------------|---------|------|------|--------------|-------------------------|
| 1012 | 2000 | CHEVROLE T | EXPRESS | M&R | 195 | 96,240 | 193 |
| 1086 | 2000 | CHEVROLE T | EXPRESS | M&R | 194 | 68,887 | 193 |
| 1088 | 2000 | CHEVROLE T | EXPRESS | M&R | 195 | 114,076 | 193 |
| 1173 | 2001 | CHEVROLE T | EXPRESS | M&R | 194 | 90,851 | 181 |
| 1174 | 2001 | CHEVROLE T | EXPRESS | M&R | 194 | 104,999 | 181 |
| 1177 | 2001 | CHEVROLE T | EXPRESS | M&R | 194 | 103,916 | 181 |

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

File #: 16-0571, **Version:** 1

The Procurement and Materials Management Department believes that participating in the NJPA contract will expedite the ordering and delivery of vehicles, and reduce administrative costs.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to National Auto Fleet Group, in an amount not to exceed \$177,780.00

Funds are available in Account 201-50000-634860.

Requested, Eileen M. McElligott, Administrative Services Manager, SAR:SKL:JRM:LSA
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0574, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement for Contract 16-RFP-03 Local and Long Distance Services, with AT&T Corp. in an amount not to exceed \$678,000.00, Account 101-27000-612210, Requisition 1411212

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with AT&T Corp. for local and long distance services.

Request for Proposal 16-RFP-03 was first advertised on February 17, 2016 for local and long distance services to all MWRD locations. Of the one hundred five (105) firms that were notified, twenty-one (21) firms requested proposal documents. The District received three (3) proposals on March 11, 2016, from the following vendors: AT&T Corp., Access One, and Access One in Partnership with Wrenn Marketing.

Five District employees, consisting of four (4) members of the Information Technology Department and one (1) member of the Procurement Department, reviewed each proposal. Proposals were evaluated based on the following criteria: understanding of the project, approach to work, experience completing projects of similar scope, and technical competence.

Based on these evaluations, all three (3) proposers were scheduled to do a presentation and respond to questions from District staff. All three (3) proposers were also afforded the opportunity to submit an unqualified Best and Final Offer to the Director of Procurement and Materials Management.

Based on the vendor presentation and response, AT&T Corp. was evaluated as having the highest rated proposal. AT&T Corp. has an extremely robust network capable of supplying reliable service in any circumstance and AT&T has highly relevant experience in providing secure voice communication services to a multitude of domestic government agencies.

The intent of this Request for Proposal is to supply reliable voice services at a discounted rate at all District locations. AT&T Corp. has demonstrated substantial knowledge of best practices in installing and maintaining voice services while providing the District a path to upgrade its services to current technology within the first 12 months of the contract at a lower monthly rate. Access One and Access One in Partnership with Wrenn Marketing provided pricing for legacy technology with no provisions to upgrade services to current technology.

As proposed the contract term for the District's high volume phone lines at each of the seven major District facilities will be for 36 months starting July 1, 2016 with an anticipated end date of June 30, 2019. The contract term covering individual phone lines to the District's outlying facilities will be for 24 months starting July 1, 2016 with an anticipated end date of June 30, 2018.

Inasmuch as the firm of AT&T Corp. possesses a high degree of professional skill, it is recommended that the

File #: 16-0574, **Version:** 1

Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement per Section 11.4 of the Purchasing Act, in an amount not to exceed \$678,000.00.

Funds for the 2016 expenditure, in the amount of \$129,600, are available in Account 101-27000-612210. The estimated expenditure for 2017 is \$259,200.00, 2018 is \$209,400.00, and 2019 is \$79,800.00. Funds for the 2017, 2018 and 2019 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, John Sudduth, Director of Information Technology, JS:SK:RP:EW:TM

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0586, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 16-907-21, Furnish and Deliver Steam/Hot Water Converter Bundles to the Stickney Water Reclamation Plant, to T & N Chicago, Inc., in an amount not to exceed \$33,594.66, Account 201-50000-634650, Requisition 1420431

Dear Sir:

On February 18, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 16-907-21, Furnish and Deliver Steam/Hot Water Converter Bundles to the Stickney Water Reclamation Plant.

In response to a public advertisement of March 30, 2016, a bid opening was held on April 19, 2016. The bid tabulation for this contract is:

| | |
|--------------------------------|-------------|
| T & N CHICAGO, INC. | \$33,594.66 |
| ATLAS & ASSOCIATES, INC. | \$49,200.00 |
| TECHNOLOGY INTERNATIONAL, INC. | \$73,935.00 |

Six hundred seventeen (617) companies were notified of this contract being advertised and eleven (11) companies requested specifications.

T & N Chicago, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$45,000.00, placing their bid of \$33,594.66, approximately 25.3 percent below the estimate.

The contract will be completed by December 30, 2016.

The Affirmative Action Ordinance, Revised Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The Multi-Project Labor Agreement (MPLA) is not included in this contract because it is primarily a furnish and deliver contract.

There was no bid deposit required for this contract.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order for Contract 16-907-21 to T & N Chicago, Inc., in an amount not to exceed \$33,594.66.

Funds are available in Account 201-50000-634650.

File #: 16-0586, **Version:** 1

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board
of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0587, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 11-239-3S, Calumet Intercepting Sewer 19F Rehabilitation, CSA, to Insituform Technologies USA, LLC, in an amount not to exceed \$12,395,588.70, plus a five (5) percent allowance for change orders in an amount of \$619,779.43, for a total amount not to exceed \$13,015,368.13, Account 401-50000-645700, Requisition 1399616

Dear Sir:

On June 18, 2015, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 11-239-3S, Calumet Intercepting Sewer 19F Rehabilitation, CSA.

In response to a public advertisement of December 2, 2015, a bid opening was held on February 9, 2016. The bid tabulation for this contract is:

| | |
|----------------------------------|-----------------|
| SAK CONSTRUCTION, LLC | \$11,734,815.00 |
| INSITUFORM TECHNOLOGIES USA, LLC | \$12,395,588.70 |
| KENNY CONSTRUCTION COMPANY | \$29,887,887.00 |

Six hundred and three (603) companies were notified of this contract being advertised and fifty-five (55) companies requested specifications.

The Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), and Small Business Enterprise (SBE) utilization goals for this contract are 2% MBE, 2% WBE, and 10% SBE.

The low bid, submitted by SAK Construction, LLC (SAK), requested a partial waiver for the MBE goal attainment. SAK offered .001% MBE participation, 13% WBE participation, and 13% SBE participation based on the Diversity Administrator's review of the utilization plan.

The Diversity Administrator reviewed the partial waiver request for MBE participation and denied the waiver, indicating that SAK did not make a good faith effort to attain MBE participation in accordance to Section 12 (e), of the Affirmative Action Ordinance, Revised Appendix D. The Director of Procurement and Materials Management concurs with the Diversity Administrator. Therefore, the bid was considered non-responsive and rejected in accordance with the Affirmative Action Ordinance, Revised Appendix D, Section 13(a) (ii). The Director of Procurement and Materials Management has notified SAK Construction, LLC of this action.

The second low bidder, Insituform Technologies USA, LLC, is proposing to perform the contract in accordance with the specifications. The estimated cost for the contract was \$12,000,000.00, placing their bid of \$12,395,588.70 approximately 3.3 percent above the estimate.

Insituform Technologies USA, LLC is in compliance with the Affirmative Action Ordinance, Revised Appendix

File #: 16-0587, **Version:** 1

D, as indicated on the attached report. The Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) utilization goals for this contract are 2 percent MBE, 10 percent WBE and the bidder offers WBE credits to satisfy SBE participation.

Insituform Technologies USA, LLC has executed the Multi-Project Labor Agreement (MPLA) certificate as required. It is anticipated that all construction trades will be utilized under this contract, with the exception of boilermaker, brick mason, construction machinist, elevator constructor, iron worker ornamental, marble setter, and terrazzo worker. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will require approximately one hundred twenty-two (122) people for the services.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 11-239-3S to Insituform Technologies USA, LLC, in an amount not to exceed \$12,395,588.70, plus a five (5) percent allowance for change orders in an amount of \$619,779.43, for a total amount not to exceed \$13,015,368.13, subject to the contractor furnishing a performance bond in form satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

The contract specifications require all work to be completed within 620 calendar days after approval of the Contractor's Bond.

Funds are available in Account 401-50000-645700.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachments

INTEROFFICE MEMORANDUM

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DEPARTMENT: General Administration
Diversity Section

Date: March 29, 2016

TO: Dr. Catherine O'Connor, Director of Engineering

FROM: Regina D. Berry
Diversity Administrator

SUBJECT: Contract 11-239-3S, Calumet Intercepting Sewer 19F Rehabilitation, CSA

Low Bidder: Insituform Technologies USA, LLC

The Low Bidder, Insituform Technologies USA, LLC has submitted company information and "MBE,WBE,SBE Verification Forms" for the firms identified on the subject contract's Affirmative Action Utilization Plan.

The MBE, WBE and SBE utilization goals for the above mentioned contract are 2% MBE, 2% WBE and 10% SBE. The Affirmative Action goal category is "General Construction". Based on the contract's Utilization Plan, the bidder has committed to the following goals:

| <u>MBE</u> | <u>WBE</u> | <u>SBE</u> |
|------------|------------|------------|
| 2% | 10% | * |

Therefore, the Low Bidder, Insituform Technologies USA, LLC is in apparent compliance with the requirements of Affirmative Action Ordinance Revised Appendix D.

* WBEs satisfy the SBE requirements

RDB:EAR

Attachment

cc: Darlene A. LoCascio, H. Shields-Wright, File (2)

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: Insituform Technologies USA, LLC

Contract No.: 11-239-3S

Affirmative Action Contact & Phone No.: 636-530-8000

Total Bid: \$ 12,395,588.70

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 Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: ROYAL CRANE - JOHN MOONCOTCH
 Business Phone Number: 708-974-0832
 Address: PO BOX 1858 BRIDGEVIEW, IL 60455
 Description of Work, Services or Supplies to be provided: PROVIDE CRANE RENTAL WITH OPERATOR AS NEEDED
 CONTRACT ITEM NO.: VARIOUS
 Dollar Amount Participation: \$ 85,500.00

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: PETROMEX INC. - FELIPE ESTRADA
 Business Phone Number: 708-489-1733
 Address: 14702 S. HAMLIN AVE, MIDDLETOWN, IL 60445
 Description of Work, Services or Supplies to be provided: FUEL FOR EQUIPMENT ON SITE.
 CONTRACT ITEM NO.: VARIOUS
 Dollar Amount Participation: \$ 168,000.00

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: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 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)

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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 Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

WBE UTILIZATION

Name of WBE and contact person: KIM CONSTRUCTION - BRETT VALLOW
 Business Phone Number: 708-754-1181
 Address: 3142 HOLEMAN STEGER, IL 60475
 Description of Work, Services or Supplies to be provided: ITEM 3- MANHOLE REHAB
ITEM 4- STRUCTURAL MANHOLE REHAB
 CONTRACT ITEM NO.: 3 + 4
 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: SHERIDAN PLUMBING + SEWER - TIM COLLINS
 Business Phone Number: 708-475-7100
 Address: 6754 W 74TH ST. BEDFORD PARK, IL 60638
 Description of Work, Services or Supplies to be provided: TV + CLEAN SEWER
REPAIR WORK IN MAYWOOD
 CONTRACT ITEM NO.: VARIOUS
 Dollar Amount Participation: \$ 556,400

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

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 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

(Attach additional sheets as needed)

556,400.00+
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SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

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: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

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: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

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 Insituform Technologies USA, LLC
 (name of company)

I/We hereby acknowledge that

I/WE have read Appendix D, will comply with the provisions of 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.

February 9, 2016

Jana Lause

ATTEST:

Jana Lause, Contracting & Attesting Officer

Whittney Schulte
 Whittney Schulte, Assistant Secretary

636-530-8000

- 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."

Calumet Intercepting Sewer 19F Rehabilitation, CSA

Project Number: 11-239-3S

Service Area: Calumet

Location: Bremen Township

Engineering Consultant: In-house design

General Contractor: To be determined

Estimated Construction Cost: \$12,000,000

Contract Award Date: August 1, 2015*

Substantial Completion Date: April 12, 2017*



Project Description: The rehabilitation of Calumet intercepting sewer 19F consists of 10,432 linear feet of 60-inch sewer pipe, 23 drop manholes, and one junction structure.

Project Justification: The sewers were inspected by the Maintenance & Operations Department with a closed-circuit television inspection system. The video shows infiltration and concrete/metal deterioration due to hydrogen sulfide. In order to restore the hydraulic and structural integrity of the sewers, they need to be rehabilitated. The manholes and structures exhibit similar signs of deterioration and need to be rehabilitated.

Project Status: This project is at the 50 percent design stage.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0589, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 16-053-11 Furnish and Deliver Lamps to Various Locations for a One (1) Year Period, to Crescent Electric Supply Company, in an amount not to exceed \$53,068.58, Account 101-20000-623070

Dear Sir:

On February 4, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 16-053-11 furnish and deliver lamps to various locations for a one (1) year period, beginning approximately June 1, 2016 and ending May 31, 2017.

In response to a public advertisement of February 17, 2016, a bid opening was held on March 15, 2016. The bid tabulation for this contract is:

| | |
|---------------------------------------|---------------|
| CRESCENT ELECTRIC SUPPLY COMPANY | *\$53,068.58 |
| EVERLIGHTS, INC. | *\$59,829.93 |
| W. W. GRAINGER, INC. | \$64,439.16 |
| HELSEL - JEPPEPERSON ELECTRICAL, INC. | *\$64,719.40 |
| GRAYBAR ELECTRIC CO. | \$66,279.04 |
| NEHER ELECTRIC SUPPLY, INC. | *\$67,796.43 |
| ATLAS & ASSOCIATES, INC. | *\$126,517.00 |
| * Corrected total | |

Six hundred and ninety seven (697) companies were notified of this contract being advertised and forty (40) companies requested specifications.

Crescent Electric Supply Company, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$74,000.00, placing their bid of \$53,068.58 approximately 28.3 percent below the estimate.

The Multi-Project Labor Agreement (MPLA) was not included in this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Ordinance, Revised Appendix D was not included in this contract because it is primarily a furnish and deliver contract

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 16-053-11, to Crescent Electric Supply Company, in an amount not to exceed \$53,068.58.

File #: 16-0589, **Version:** 1

Purchase orders will be issued for the material as required. Payment will be based on the unit cost as indicated in the contract documents.

Funds are available in Account 101-20000-623070.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:JN:tc
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment

| #16053-LAMPS | | | | |
|--------------|--------|--|-----|------------|
| Item | MM # | DESCRIPTION | U/I | TARGET QTY |
| 1 | 102852 | LAMP,MERCURY VAPOR,100W,E-23 1/2,MOGUL | EA | 10 |
| 2 | 102854 | LAMP,MERCURY VAPOR,175W,E-28,MOGUL,WHITE | EA | 18 |
| 3 | 102856 | LAMP,MERCURY VAPOR,250W,E-28,MOGUL,WHITE | EA | 26 |
| 4 | 102857 | LAMP,MERCURY VAPOR,400W,BT-37,MOGUL | EA | 38 |
| 5 | 102861 | LAMP,METAL HALIDE,70W,ED-17,MEDIUM,CLEAR | EA | 20 |
| 6 | 102862 | LAMP,METAL HALIDE,100W,E-17,MEDIUM,CLEAR | EA | 40 |
| 7 | 102863 | LAMP,METAL HALIDE,150W,ED-17,MEDIUM | EA | 5 |
| 8 | 102864 | LAMP,METAL HALIDE,175W,BT-28,MOGUL,CLEAR | EA | 42 |
| 9 | 102865 | LAMP,METAL HALIDE,175W,ED-17,CLEAR | EA | 5 |
| 10 | 102866 | LAMP,METAL HALIDE,250W,BT-28,MOGUL,CLEAR | EA | 84 |
| 11 | 102869 | LAMP,METAL HALIDE,1000W,BT-56,MOGUL | EA | 6 |
| 12 | 102870 | LAMP,MINIATURE,3W,0.025 AMP,BAYONET BASE | EA | 40 |
| 13 | 102872 | LAMP,MINIATURE,HALOGEN,150W,120V,#43693 | EA | 3 |
| 14 | 102873 | LAMP,MINIATURE,28V,0.4 AMP,FLANGED BASE | EA | 10 |
| 15 | 102874 | LAMP,MINIATURE,28V,0.04 AMP,FLANGED BASE | EA | 7 |
| 16 | 102879 | LAMP,MINIATURE,F/2D CELL FLASHLIGHT,PR-2 | EA | 21 |
| 17 | 102880 | LAMP,MINIATURE,PR-6,F/2D CELL FLASHLIGHT | EA | 16 |
| 18 | 102881 | LAMP,MINIATURE,6V,14A,1-CONTACT,#6PSB5 | EA | 10 |
| 19 | 102882 | LAMP,MINIATURE,PR-13,0.5 AMP,4.75V | EA | 3 |
| 20 | 102885 | LAMP,MINIATURE,3.0W,0.025 AMP,120V,PILOT | EA | 40 |
| 21 | 102886 | LAMP,MINIATURE,0.15 AMP,6.3V,2 X 2-PIN | EA | 10 |
| 22 | 102889 | LAMP,MINIATURE,120MB,3W,1.025 AMP,120V | EA | 127 |
| 23 | 102890 | LAMP,MINI,24X,T-2,BASE#3,SYLVANIA #33257 | EA | 137 |
| 24 | 102891 | LAMP,MINIATURE,28PSB,1.1W,PANEL PILOT | EA | 30 |
| 25 | 102894 | LAMP,MINIATURE,#44,0.25AMP,6.3V,BAYONET | EA | 37 |
| 26 | 102897 | LAMP,MINIATURE,#51,0.22AMP,7.5V,G-3-1/2 | EA | 17 |
| 27 | 102910 | LAMP,MINIATURE,#194,0.27AMP,14V,WEDGE | EA | 13 |
| 28 | 102912 | LAMP,MINIATURE,#259,0.25AMP,6.3V,WEDGE | EA | 7 |
| 29 | 102919 | LAMP,MINIATURE,#756,0.08AMP,14V,BAYONET | EA | 13 |
| 30 | 102920 | LAMP,MINIATURE,#757,0.08AMP,28V,BAYONET | EA | 10 |
| 31 | 102927 | LAMP,MINIATURE,#1157,32.3AMP,12V,BAYONET | EA | 7 |
| 32 | 102934 | LAMP,MINIATURE,#1819,0.04 AMP,28V. | EA | 3 |
| 33 | 102936 | LAMP,MINIATURE,#1829,0.07AMP,28V,BAYONET | EA | 7 |
| 34 | 102937 | LAMP,MINIATURE,#1835,0.05AMP,55V,BAYONET | EA | 16 |
| 35 | 102938 | LAMP,MINIATURE,#1847,0.15AMP,6.3V. | EA | 6 |
| 36 | 102942 | LAMP,MINIATURE,#755,0.15AMP,6.3V,BAYONET | EA | 347 |
| 37 | 102946 | LAMP,QUARTZ,500W,T-3,130V,CLEAR,GE#23733 | EA | 36 |
| 38 | 102947 | LAMP,QUARTZ,500W,T-3,120V,INFRARED | EA | 1 |
| 39 | 102952 | LAMP,SODIUM VAPOR,50W,B-17,MEDIUM,LU50/D | EA | 55 |
| 40 | 102953 | LAMP,SODIUM VAPOR,50W,E-23-1/2,MOGUL | EA | 16 |
| 41 | 102954 | LAMP,SODIUM VAPOR,70W,B-17,MEDIUM,CLEAR | EA | 68 |
| 42 | 102955 | LAMP,SODIUM VAPOR,70W,E-23-1/2,MOGUL | EA | 170 |
| 43 | 102956 | LAMP,SODIUM VAPOR,100W,E-17,MEDIUM,CLEAR | EA | 83 |
| 44 | 102957 | LAMP,SODIUM VAPOR,100W,E23-1/2,MOGUL | EA | 116 |

| | | | | |
|----|--------|---|----|-----|
| 45 | 102958 | LAMP,SODIUM VAPOR,150W,E23-1/2,MOGUL | EA | 63 |
| 46 | 102959 | LAMP,SODIUM VAPOR,150W,E-28,MOGUL,CLEAR | EA | 34 |
| 47 | 102960 | LAMP,SODIUM VAPOR,250W,E-18,MOGUL,CLEAR | EA | 152 |
| 48 | 102962 | LAMP,SODIUM VAPOR,400W,ET-18,MOGUL,CLEAR | EA | 108 |
| 49 | 102963 | LAMP,SODIUM VAPOR,400W,ED-28,MOGUL,CLEAR | EA | 1 |
| 50 | 102964 | LAMP,SODIUM VAPOR,1000W,E-25,MOGUL,CLEAR | EA | 39 |
| 51 | 102965 | LAMP,INCANDESCENT,3W,S-6,CANDELABRA,120V | EA | 55 |
| 52 | 102967 | LAMP,INCANDESCENT,6W,S6,CANDELABRA,CLEAR | EA | 17 |
| 53 | 102968 | LAMP,INCANDESCENT,6W,S-6,CANDELABRA,145V | EA | 151 |
| 54 | 102971 | LAMP,INCANDESCENT,6W,S6,CANDELABRA,CLEAR | EA | 17 |
| 55 | 102973 | LAMP,INCANDESCENT,10W,S-6,CANDELABRA,250V | EA | 20 |
| 56 | 102974 | LAMP,INSIDE FROST,11W,S-14,MED,120V,SIGN | EA | 4 |
| 57 | 102975 | LAMP,INCANDESCENT,15W,T-6,CLEAR,145 V. | EA | 4 |
| 58 | 102979 | LAMP,INCANDESCENT,20W.,T-6-1/2,BAYONET | EA | 15 |
| 59 | 102980 | LAMP,INCANDESCENT,20W,FROSTED,T6-1/2, | EA | 2 |
| 60 | 102984 | LAMP,25W,T6-1/2,MED,120V,CLEAR,SHOWCASE | EA | 7 |
| 61 | 102986 | LAMP,25W,T-10,MEDIUM,130V,CLEAR,SHOWCASE | EA | 16 |
| 62 | 102988 | LAMP,40W.,T-8,MEDIUM,130V,CLEAR,SHOWCASE | EA | 4 |
| 63 | 102989 | LAMP,INCANDESCENT,40W,INTERMEDIATE,120V. | EA | 5 |
| 64 | 102991 | LAMP,HALOGEN,45W,PAR-38,120V,25 DEG.BEAM | EA | 2 |
| 65 | 103002 | LAMP,67W,A-21,MEDIUM,130V,TRAFFIC SIGNAL | EA | 7 |
| 66 | 103006 | LAMP,75W,R-30,MEDIUM,130V,FLOOD | EA | 39 |
| 67 | 103013 | LAMP,116W,A-21,MEDIUM,130V,CLEAR,TRAFFIC | EA | 10 |
| 68 | 103038 | LAMP,500W.,PS-35,MOGUL BASE,130V.,CLEAR | EA | 13 |
| 69 | 103044 | LAMP,6W.,T-5,MINIATURE,2-PIN,FLUORESCENT | EA | 10 |
| 70 | 103045 | LAMP,8W.,T-5,MINIATURE,2-PIN,FLUORESCENT | EA | 11 |
| 71 | 103046 | LAMP,FLUORESCENT,9W,T4,TWIN-TUBE,COMPACT | EA | 10 |
| 72 | 103050 | LAMP,FLUORESCENT,COOLWHITE,15W,18",2-PIN | EA | 21 |
| 73 | 103053 | LAMP,FLUORESCENT,TWIN TUBE,18W.,COMPACT | EA | 137 |
| 74 | 103058 | LAMP,FLUORESCENT,CIRCLINE,22W,8",T9,4PIN | EA | 9 |
| 75 | 103060 | LAMP,FLUORESCENT,COMPACT,26W.,T-4,4-PIN | EA | 17 |
| 76 | 103061 | LAMP,FLUORESCENT,COMPACT,25 -28W.,MEDIUM | EA | 183 |
| 77 | 103063 | LAMP,FLUORESCENT,CIRCLINE,32W.,12IN.DIA. | EA | 9 |
| 78 | 103086 | LAMP,HALOGEN,250W,120V,T-4,BAYONET BASE | EA | 5 |
| 79 | 103087 | LAMP,HALOGEN,300W,120V,T-3,RECESSED BASE | EA | 4 |
| 80 | 103089 | LAMP,SEALED BEAM,8W.,6V.,PAR36,EMERGENCY | EA | 4 |
| 81 | 113854 | LAMP,FLUORESCENT,COMPACT,13W.,T4,PLUG-IN | EA | 149 |
| 82 | 115535 | LAMP,FLUORESCENT,COMPACT,7W.,BIAX,2 PIN | EA | 29 |
| 83 | 115536 | LAMP,200W.,PS-30,MEDIUM BASE,130V.,CLEAR | EA | 4 |
| 84 | 116310 | LAMP,FLUORESCENT,COMPACT,15W=INCAND:65W | EA | 69 |
| 85 | 116314 | LAMP,FLUORESCENT,COMPACT,65W=INCAND:200W | EA | 130 |
| 86 | 116535 | LAMP,EMERGENCY LIGHT,6V,25W,PAR-36 | EA | 5 |
| 87 | 116972 | LAMP,METAL HALIDE,400W,BT-37,MOGUL,CLEAR | EA | 15 |
| 88 | 117007 | LAMP,LED,18W-22W,48IN.,T8,4100K,BI-PIN | EA | 100 |
| 89 | 117932 | LAMP,14W,LED,MED.SCREW BASE,120V,A21 | EA | 700 |
| 90 | 117933 | LAMP,6/22/15W,LED,SCREW BASE,120V,A21 | EA | 62 |
| 91 | 117934 | LAMP,12W,LED,MED.SCREW BASE,120V,PAR38 | EA | 12 |

| | | | | |
|----|--------|---|----|------|
| 92 | 117935 | LAMP,14W,LED,DIMMABLE,MED. BASE,120V,A | EA | 36 |
| 93 | 117936 | LAMP,18W,LED,DIMMABLE,MED. BASE,120V,T8 | EA | 2000 |
| 94 | 117937 | LAMP,6/22/15W,LED,SCREW BASE,120V,A21 | EA | 309 |
| 95 | 117938 | LAMP,7W,LED,MED.SCREW BASE,120V,A19 | EA | 30 |
| 96 | 117939 | LAMP,7W,LED,MED.SCREW BASE,120V,R20 | EA | 18 |
| 97 | 117940 | LAMP,11W,LED,DIMMABLE,MED. BASE,120V,A19 | EA | 156 |
| | | | | |
| | | | | |
| | | | | |
| | | 9 ADDITION | | |
| | | | | |
| | | ADD TO NEW CONTRACT # 16053 per JD e-mail | | |
| | 117932 | LAMP,14W,LED,MED.SCREW BASE,120V,A21 | | |
| | 117933 | LAMP,6/22/15W,LED,SCREW BASE,120V,A21 | | |
| | 117934 | LAMP,12W,LED,MED.SCREW BASE,120V,PAR38 | | |
| | 117935 | LAMP,14W,LED,DIMMABLE,MED. BASE,120V,A | | |
| | 117936 | LAMP,18W,LED,DIMMABLE,MED. BASE,120V,T8 | | |
| | 117937 | LAMP,6/22/15W,LED,SCREW BASE,120V,A21 | | |
| | 117938 | LAMP,7W,LED,MED.SCREW BASE,120V,A19 | | |
| | 117939 | LAMP,7W,LED,MED.SCREW BASE,120V,R20 | | |
| | 117940 | LAMP,11W,LED,DIMMABLE,MED. BASE,120V,A19 | | |
| | | | | |
| | | 14 DELETIONS | | |
| | | | | |
| | | DELETE/REMOVE F/NEW CONTRACT #15053 | | |
| | | DF @ CLIENT LEVEL & X-PLANT "F" OBSOLETE | | |
| 95 | 116304 | LAMP,FLUORESCENT,COMPACT,5W=INCAND:15W | EA | |
| 39 | 102950 | LAMP,SODIUM VAPOR,35W,B-17,MEDIUM,CLEAR | EA | |
| 62 | 102983 | LAMP,INSIDE FROST,25W,A-19,MEDIUM,130V. | EA | |
| 92 | 114634 | LAMP,MERCURY VAPOR,175W,R40,MEDIUM,RFL39 | EA | |
| 67 | 103007 | LAMP,100W,MED.SCREW BASE,130V,ROUGH SER. | EA | |
| 68 | 103009 | LAMP,100W,MED.SCREW BASE,130V,ROUGH SER. | EA | |
| 70 | 103018 | LAMP,150W,A-21,MEDIUM,130V,INSIDE FROST | EA | |
| 71 | 103019 | LAMP,SPOT,90W,120V,PAR38,MED.SKIRT BASE | EA | |
| 78 | 103057 | LAMP,FLUORESCENT,COMPACT,20W.,T-4,MEDIUM | EA | |
| 87 | 114423 | LAMP,FLUORESCENT,RAPID START,32W,48" | EA | |
| 90 | 116306 | LAMP,FLUORESCENT,COMPACT,42W=INCAND:150W | EA | |
| 91 | 116307 | LAMP,FLUORESCENT,COMPACT,11W=INCAND:40W | EA | |
| 92 | 116309 | LAMP,FLUORESCENT,COMPACT,15W=INCAND:60W | EA | |
| 94 | 116311 | LAMP,FLUORESCENT,COMPACT,20W=INCAND:75W | EA | |



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0566, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 04-128-3P Westside Primary Settling Tanks 1-9 and Aerated Grit Facility, Stickney Water Reclamation Plant, to IHC Construction and F.H. Paschen/S.N. Nielsen Joint Venture, in an amount of \$448,224.00, from an amount of \$226,554,519.30, to an amount not to exceed \$227,002,743.30, Accounts 401-50000-645650, 645780, 645680, Purchase Order 4000020

Dear Sir:

On December 4, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 04-128-3P Westside Primary Settling Tanks 1-9 and Aerated Grit Facility, Stickney Water Reclamation Plant, to IHC Construction and F.H. Paschen/S.N. Nielsen Joint Venture, in an amount not to exceed \$224,760,000.00 plus a five (5) percent allowance for change orders in an amount of \$11,238,000.00, for a total amount not to exceed \$235,998,000.00. The scheduled contract completion date is April 6, 2018.

As of May 20 2016, the effect of change orders resulted in a net increase in the amount of \$1,794,519.30 from the original amount awarded of \$224,760,000.00. The current contract value is \$226,554,519.30. The prior approved change orders reflect a 0.80% increase to the original contract value.

An extra in an amount of \$448,224.00 is required to relocate and adjust existing piping, mechanical ductwork, lighting, fiber optic, and other miscellaneous wiring and conduits in the existing Westside Service Tunnel. The contract requires two new 20" sludge pipes to be installed through the 1300 feet of existing service tunnel. Upon laying out the sludge line routing, numerous existing utilities in the service tunnel differed in location from that indicated on the referenced as-built drawings utilized during design. Therefore, multiple conflicts with the installation of the new 20" sludge pipes in the service tunnel exist. In order to facilitate the installation of the pipelines, the interfering utilities need to be relocated. The contractor submitted a cost proposal (CCO-025) for an extra in an amount of \$448,224.00. The engineer reviewed the proposal, found it to be reasonable, and stated via correspondence 1394, that the Engineering Department would recommend its approval.

This change order is in compliance with the Illinois Criminal Code since the change is germane to the contract.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase Contract 04-128-3P in an amount of \$448,224.00 (0.20% of the current contract value), from an amount of \$226,554,519.30, to an amount not to exceed \$227,002,743.30.

Funds are available in Account 401-50000-645650.

Requested, Catherine A. O'Connor, Director of Engineering, MVL:ECB

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

File #: 16-0566, **Version:** 1

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment

Change Order Log Report

System: HO
05/18/2016 11:19:0
Page: 1

Client : 100
Report Name: ZFT CHANGE_ORDER_LOG
Requester : HOSLINE

Original Value: 235,998,000.00
Approved Value: 235,996,624.75
Current Value : 235,996,624.75

PO No. : 4000020
Tracking No. : ENG041283P
Vendor No. : 6001565

| Change Number | Text | Value | Initiator | Date | File Letter | CR # | Band Approval | Status | Approver | Sq. No. | Change Number | Object Class |
|---------------|---|------------|-----------|------------|-------------|------|---------------|----------|--------------|---------|---------------|--------------|
| 0001 | Contingency NOC #1 - \$30,000.00 | 0.00 | BOJUNJ | 02/18/2015 | 0303 | 002 | | Approved | USPMLC | 0001 | 5108604 | ENGINEER |
| 0002 | Contingency NOC #3 - \$26,663.00 | 0.00 | JACKSONI | 06/12/2015 | 0360 | 010 | | Approved | USPMLC | 0001 | 5108605 | MI_SERVICE |
| 0003 | "Extra" - M & R Auditorium Roof | 172,080.00 | BOJUNJ | 06/23/2015 | 0242 | 004 | X | Rejected | USCORRINEONS | 0001 | 5108606 | MI_SERVICE |
| 0004 | Per 6/18/15 15-0621 NOC# 4 - \$172,080 | 0.00 | BOJUNJ | 06/23/2015 | 0242 | 004 | X | Approved | USPMLC | 0002 | 5108655 | ENGINEER |
| 0005 | Bottle Wash Lab Modifications | 25,010.00 | JACKSONI | 08/27/2015 | 0366 | 008 | | Rejected | USCORRINEONS | 0002 | 5108656 | MI_SERVICE |
| 0006 | West Side Pumping Station Switchgear Conflict | 4,730.00 | JACKSONI | 08/27/2015 | 0497 | 015 | | Rejected | USCORRINEONS | 0002 | 5108657 | MI_SERVICE |
| 0007 | TRBS B BRS Conflict with Existing Roting | 9,625.00 | JACKSONI | 08/27/2015 | 0498 | 011 | | Rejected | USCORRINEONS | 0003 | 5192253 | ENGINEER |
| 0008 | Contingency NOC #4 - \$25,010.00 | 25,010.00 | JACKSONI | 09/24/2015 | 0366 | 008 | | Rejected | USCORRINEONS | 0003 | 5192304 | MI_SERVICE |
| 0009 | Contingency NOC # 5 - \$9,625.00 | 9,625.00 | JACKSONI | 09/24/2015 | 0498 | 011 | | Rejected | USCORRINEONS | 0004 | 5192390 | ENGINEER |
| 0010 | Contingency NOC #6 - \$4,730.00 | 4,730.00 | JACKSONI | 09/24/2015 | 0497 | 015 | | Rejected | USCORRINEONS | 0004 | 5192391 | MI_SERVICE |
| 0011 | Contingency NOC #7 - \$26,607.00 | 26,607.00 | JACKSONI | 09/24/2015 | 0646 | 026 | | Rejected | USCORRINEONS | 0004 | 5192392 | MI_SERVICE |
| 0012 | Contingency NOC #4 - \$25,010.00 | 0.00 | JACKSONI | 09/24/2015 | 0366 | 008 | | Approved | USPMLC | 0005 | 5233893 | ENGINEER |
| 0013 | Contingency NOC #5 - \$9,625.00 | 0.00 | JACKSONI | 09/24/2015 | 0498 | 011 | | Approved | USPMLC | 0005 | 5233894 | MI_SERVICE |
| 0014 | Contingency NOC #6 - \$4,730.00 | 0.00 | JACKSONI | 09/24/2015 | 0497 | 015 | | Approved | USPMLC | 0005 | 5233893 | ENGINEER |
| 0015 | Contingency NOC #7 - \$26,607.00 | 0.00 | JACKSONI | 09/24/2015 | 0646 | 026 | | Approved | USPMLC | 0005 | 5233894 | MI_SERVICE |

System: PRO
05/18/2016 11:19:0
Page: 2

Change Order Log Report

Client : 100
Report Name: ZREP_CHANGE_ORDER_103
Requester : BROSLISE

| | | | | | | | | | | | | | |
|------|--|--------------|-----|----------|------------|------|-----|---|----------|---------------|------|---------|------------|
| 0016 | Per 10/15/2015 Agenda Item 40, File No. 15-1172 | 1,147,500.00 | INC | BOJKUN | 10/19/2015 | 0694 | 029 | X | Rejected | USCARRANGINGS | 0007 | 5260727 | MI_SERVICE |
| 0017 | Contingency NCC #8 - \$1,147,500.00 | 0.00 | NCC | BOJKUN | 10/20/2015 | 0694 | 029 | X | Approved | USDALMC | 0008 | 5279190 | ENGINEER |
| 0018 | Contingency NCC #8 - \$4,966.00 | 0.00 | NCC | JACKSONI | 11/04/2015 | 0620 | 020 | | Rejected | USNEUPAUEU | 0009 | 5280095 | ENGINEER |
| 0019 | Contingency NCC #9 - \$4,966.00 | 0.00 | NCC | JACKSONI | 11/20/2015 | 0620 | 020 | | Approved | USDALMC | 0010 | 5280096 | MI_SERVICE |
| 0020 | Contingency NCC #10 - \$944.00 | 0.00 | NCC | JACKSONI | 11/20/2015 | 0734 | 022 | | Approved | USDALMC | 0011 | 5280097 | MI_SERVICE |
| 0021 | Contingency NCC #11 - \$285,000.00 | 0.00 | NCC | BOJKUN | 12/17/2015 | 0956 | 038 | X | Rejected | USWAGNENC | 0012 | 5282690 | ENGINEER |
| 0022 | Per 12/17/15 15-1423 NCC #11 - \$285,000.00 | 0.00 | NCC | BOJKUN | 12/18/2015 | 0956 | 038 | X | Approved | USDALMC | 0013 | 5282691 | MI_SERVICE |
| 0023 | Contingency NCC #12 - \$1,509.00 | 0.00 | NCC | JACKSONI | 01/08/2016 | 0768 | 031 | | Approved | USNEUPAUEU | 0014 | 5282692 | MI_SERVICE |
| 0024 | Contingency NCC #12 - \$75,000.00 | 0.00 | NCC | JACKSONI | 02/03/2016 | 0984 | 033 | | Approved | USNEUPAUEU | 0015 | 5337443 | ENGINEER |
| 0025 | Contingency NCC #13 - \$7,066.00 | 0.00 | NCC | JACKSONI | 02/03/2016 | 0948 | 021 | | Approved | USNEUPAUEU | 0016 | 5337444 | MI_SERVICE |
| 0026 | Contingency NCC #14 - \$1,087.00 | 0.00 | NCC | JACKSONI | 02/03/2016 | 0997 | 041 | | Approved | USNEUPAUEU | 0017 | 5337445 | MI_SERVICE |
| 0027 | Contingency NCC #15 - \$7,932.00 | 0.00 | NCC | JACKSONI | 02/03/2016 | 1023 | 040 | | Approved | USNEUPAUEU | 0018 | 5337446 | ENGINEER |
| 0028 | Credit - Deletion of Foundation Jacking of Sum & Gait Bldg | 29,405.45 | DEC | JACKSONI | 02/02/2016 | 1112 | 019 | | Rejected | USNEUPAUEU | 0019 | 5337447 | MI_SERVICE |
| 0029 | Credit - Lighting Protection System Changes | 38,610.00 | DEC | JACKSONI | 05/02/2016 | 0991 | 024 | | Rejected | USNEUPAUEU | 0020 | 5337448 | MI_SERVICE |
| 0030 | Contingency NCC #16 - \$1,196.00 | 0.00 | NCC | JACKSONI | 04/05/2016 | 1090 | 047 | | Approved | USDALMC | 0021 | 5337449 | ENGINEER |
| 0031 | Contingency NCC #17 - \$4,148.00 | 0.00 | NCC | JACKSONI | 04/05/2016 | 1097 | 042 | | Approved | USDALMC | 0022 | 5337450 | MI_SERVICE |

Client : 100
 Report Name: ZREP_CHANGE_ORDER_103
 Requester : BROSIUSE

Change Order Log Report

System: HRO
 05/08/2016 11:19:0
 Page: 3

| | | | | | | | | | | | | |
|------|---|----------|-----|-----------|------------|------|-----|----------|------------|------|---------|------------|
| 0032 | Contingency NCC #18 - \$5,590.00 | 0.00 | NCC | JACKSONEL | 04/05/2016 | 1158 | 048 | Approved | USDPLXC | 0017 | 5417132 | MM_SERVICE |
| | | | | | | | | | | 0017 | 5417133 | MM_SERVICE |
| | | | | | | | | | | 0017 | 5417131 | EINKEELES |
| | | | | | | | | | | 0017 | 5417132 | MM_SERVICE |
| | | | | | | | | | | 0017 | 5417133 | MM_SERVICE |
| 0033 | Contingency NCC #19 - \$5,346.00 | 0.00 | NCC | JACKSONEL | 04/05/2016 | 1175 | 053 | Approved | USDPLXC | 0017 | 5417131 | EINKEELES |
| | | | | | | | | | | 0017 | 5417132 | MM_SERVICE |
| | | | | | | | | | | 0017 | 5417133 | MM_SERVICE |
| 0034 | Contingency NCC #20 - \$21,911.00 | 0.00 | NCC | JACKSONEL | 04/05/2016 | 1238 | 036 | Approved | USDPLXC | 0017 | 5417131 | EINKEELES |
| | | | | | | | | | | 0017 | 5417132 | MM_SERVICE |
| | | | | | | | | | | 0017 | 5417133 | MM_SERVICE |
| 0035 | Credit - Det Heater Size & Power & Control Wiring Modificat | 1,375.25 | DEC | JACKSONEL | 05/04/2016 | 1101 | 032 | Approved | USNELBAURJ | 0018 | 5442252 | EINKEELES |
| | | | | | | | | | | 0018 | 5442253 | MM_SERVICE |

Contract 04-128-3P

| | | |
|---------------------------|------------------|---|
| Original Contract Value | \$224,760,000.00 | |
| 5% Contingency Value | \$11,238,000.00 | |
| Total Amount | \$235,998,000.00 | |
| Contingency Extras | \$1,863,910.00 | 16.59% Percent of Contingency Fund Utilized |
| Credits | -\$69,390.70 | |
| Out of Scope Extras | \$0.00 | |
| Total | \$1,794,519.30 | 0.80% Percent Increase to Original |
| Current Contract Value | \$226,554,519.30 | Contract Value |
| Current Contingency Value | \$9,374,090.00 | |
| Out of Scope Extra | \$0.00 | 0.00% Percent Increase to Current |
| Contingency Extra | \$448,224.00 | Contract Value |
| New Contingency Total | \$2,312,134.00 | 0.20% Percent of Current Contract Value |
| New Contingency Value | \$8,925,866.00 | 20.57% Percent of Contingency Fund Utilized |
| New Contract Value | \$227,002,743.30 | |



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0569, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 12-932-21 Furnish, Deliver and Install Sludge Heat Exchangers at the Stickney Water Reclamation Plant, to Meccon Industries, Inc., in an amount of \$67,389.99 from an amount of \$1,525,610.41 to an amount not to exceed \$1,593,000.40, Account 201-50000-645750, Purchase Order 5001475

Dear Sir:

On July 10, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 12-932-21 Furnish, Deliver and Install Sludge Heat Exchangers at the Stickney Water Reclamation Plant, to Meccon Industries, Inc., in an amount not to exceed \$1,593,000.40. The contract will expire on July 8, 2017.

As of May 19, 2016, the attached list of change orders has been approved. The effect of these change orders resulted in a decrease in an amount of \$67,389.99 from the original amount awarded of \$1,593,000.40. The current contract value is \$1,525,610.41. The prior approved change orders reflect a 4.2% decrease to the original contract value.

An increase is needed to restore the contract to its original contract value, to complete the lump sum work. The contract was inadvertently decreased by \$67,389.99 in 2014.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase Contract 12-932-21 in an amount of \$67,389.99 (4.4% of the current contract value) from an amount of \$1,525,610.41 to an amount not to exceed \$1,593,000.40.

Funds are available in Account 201-50000-645750.

Requested, John P. Murray, Acting Director of Maintenance and Operations, AQ:SO'C:MAG:JR:SSG
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment

CONTRACT: 12-932-21**As Of:** 5/19/2016**Contract Type:** ZLFN**Title:** Furnish Deliver and Install Sludge Heat Exchanger at DigesterPrepared by:
U.Ude

Group/Item: **Location:** **Validity Dates:** **Bid Deposit:** **Final Completion:**

SWRP 7/8/14 - 7/8/17 Bond

| <i>Group/ Item</i> | <i>Location</i> | <i>PO #</i> | <i>Vendor</i> | <i>Award Value</i> | <i>Change Order Incr/(Decr)</i> | <i>Adjusted Award Value</i> | <i>SAP PO Value</i> | <i>SAP SES Value</i> | <i>SAP Invoice Value</i> | <i>SAP Credit Memo Value</i> | <i>SAP Check Value</i> | <i>Pending Check Payment</i> | <i>PO Bal.</i> |
|------------------------|-----------------|-----------------|-------------------------------|------------------------|---|---------------------------------|-----------------------------|------------------------------|----------------------------------|--------------------------------------|--------------------------------|--------------------------------------|----------------|
| | SWRP | 5001475 | 6000028 Meccon Industries Inc | 1,593,000.40 | (67,389.99) | 1,525,610.41 | 1,525,610.41 | 1,369,413.32 | 1,369,413.32 | - | 1,369,413.32 | - | 156,197.09 |
| | | | | - | - | - | - | - | - | - | - | - | - |
| | | | | - | - | - | - | - | - | - | - | - | - |
| | | | | - | - | - | - | - | - | - | - | - | - |
| | | | | - | - | - | - | - | - | - | - | - | - |
| | | | | - | - | - | - | - | - | - | - | - | - |
| | | | | - | - | - | - | - | - | - | - | - | - |
| | | | | 1,593,000.40 | (67,389.99) | 1,525,610.41 | 1,525,610.41 | 1,369,413.32 | 1,369,413.32 | - | 1,369,413.32 | - | 156,197.09 |

Comments:



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0588, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON BUDGET AND EMPLOYMENT

Mr. David St. Pierre, Executive Director

Report on Budgetary Revenues and Expenditures for the year ended December 31, 2015

Dear Sir:

Attached is a report of revenues and expenditures for the year ended December 31, 2015. This report is prepared on an unaudited budgetary basis of accounting.

The actual 2015 Corporate Fund net tax revenue of \$253.8 million is \$2.5 million above the 2015 budget of \$251.4 million for the tax levy collection.

Actual Corporate Fund non-tax revenue for 2015 includes the following: user charge income of \$48.2 million is under budget by \$2.8 million, TIF surplus distributions of \$6.2 million exceeds budget by \$4.0 million, rental and easement income of \$18.7 million exceeds budget by \$3.2 million. Overall, non-tax revenue exceeds original budget by \$8.9 million. The 2015 actual expenditures of \$333.0 are 92.8 percent of the \$359.0 million Corporate Fund budget.

The two primary economic factors driving the District's revenues are the Consumer Price Index (CPI) and the real estate market. The CPI rose 0.7 percent in 2015 over December 2014. The energy index fell 12.6 percent from December 2014 to December 2015, with all major components decreasing including the fuel oil index falling 31.4 percent and the gasoline index decreasing 19.7 percent.

Commercial real estate activity ended the year up 44 percent from 2014 as sales hit \$22.6 billion and were led by the selling of the Willis Tower for \$1.3 billion and the Aon Center for \$712 million. Chicago downtown office and retail vacancies were low in 2015. Overall, the Commercial sector is expected to remain stable in 2016, but total sales are expected to decline due to the two large sales in 2015.

The Illinois Association of Realtors reported growth in the residential real estate market. In the nine-county Chicago Primary Metropolitan Statistical Area, the year ended with home sales up by 6.6 percent from 104,379 to 111,462 in 2015. The median home price also increased 8.5 percent, from \$193,500 to \$210,000. The 2016 forecast suggests slower growth in the residential market as compared to 2015.

The District was in a favorable financial position in 2015. The conservative approach in development of the 2015 five-year financial plan is expected to maintain budgetary fund balances at policy levels to ensure that the District remains on sound financial footing in the coming years.

Respectfully Submitted, Eileen McElligott, Administrative Services Manager

Attachment

2015 Budgetary Revenue and Expenditure Report Through December 31, 2015

| Corporate Fund | 2015 Budget | 2015 Actuals | Percent to date |
|---------------------------------------|--------------------|---------------------|------------------------|
| Revenues | | | |
| Net Tax Sources | 251.4 | 253.8 | 101.0% |
| Non-tax Sources | 75.4 | 84.4 | 111.8% |
| Total | 326.8 | 338.2 | 103.5% |
| Expenditures | 359.0 | 333.0 | 92.8% |
| Construction Fund | 2015 Budget | 2015 Actuals | Percent to date |
| Revenues | | | |
| Net Tax Sources | 16.9 | 16.8 | 99.2% |
| Non-tax Sources | 1.3 | 1.8 | 136.1% |
| Total | 18.2 | 18.6 | 102.1% |
| Expenditures | 37.9 | 21.9 | 57.8% |
| Capital Improvements Bond Fund | 2015 Budget | 2015 Actuals | Percent to date |
| Revenues | | | |
| Net Tax Sources | 0.0 | na | na |
| Non-tax Sources | 93.5 | 457.9 | 490.0% |
| Total | 93.5 | 457.9 | 490.0% |
| Expenditures ** | 1,081.0 | 276.3 | 25.6% |
| Stormwater Management Fund | 2015 Budget | 2015 Actuals | Percent to date |
| Revenues | | | |
| Net Tax Sources | 20.3 | 20.4 | 100.4% |
| Non-tax Sources | 0.3 | 0.2 | 75.8% |
| Total | 20.6 | 20.6 | 100.0% |
| Expenditures | 46.6 | 35.4 | 76.0% |
| Reserve Claim Fund | 2015 Budget | 2015 Actuals | Percent to date |
| Revenues | | | |
| Net Tax Sources | 2.9 | 2.9 | 100.1% |
| Non-tax Sources | 0.4 | 0.4 | 104.3% |
| Total | 3.3 | 3.3 | 101.1% |
| Expenditures | 30.7 | 5.9 | 19.2% |
| Bond and Interest Funds | 2015 Budget | 2015 Actuals | Percent to date |
| Revenues | | | |
| Net Tax Sources | 212.0 | 211.8 | 99.9% |
| Non-tax Sources | 1.5 | 3.2 | 211.1% |
| Total | 213.5 | 215.0 | 100.7% |
| Expenditures | 216.5 | 214.8 | 99.2% |
| Working Cash Funds | 2015 Budget | 2015 Actuals | Percent to date |
| Revenues | | | |
| Net Tax Sources | 0.0 | 0.0 | 0.0% |
| Non-tax Sources | 1.2 | 1.2 | 98.3% |
| Total | 1.2 | 1.2 | 98.3% |
| Expenditures | na | na | na |

** Includes carryforward of the open value of contracts from the prior year.

* Projected expenditures are less than appropriations.

All figures are in \$ millions. Revenues for all funds are on a cash basis.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0572, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON ENGINEERING

Mr. David St. Pierre, Executive Director

Authority to negotiate an Intergovernmental Agreement (IGA) with DuPage County Stormwater (DSW) for the purpose of modifying the Fawell Dam on the West Branch of the DuPage River to provide fish passage

Dear Sir:

This project is located along the West Branch of the DuPage River, (WBDPR) which is the receiving stream for the Metropolitan Water Reclamation District of Greater Chicago's (MWRD) Hanover Park Water Reclamation Plant (WRP).

This project was identified by the DuPage River Salt Creek Work Group (DRSCW) by assessing its value towards achieving the stream health and use goals of the Clean Water Act using statistical and ranking tools applied to data collected during basin surveys. The DSW is the lead agency for the design and construction of this project.

Basin surveys on the WBDPR found a major decrease in fish biodiversity upstream of the Fawell Dam with 12 less species in the reported fish community. This reduction in biodiversity is attributed to the inability of the fish to propagate upstream of the Fawell Dam to establish fish communities. Restoring fish passage would allow access to all 27 miles of the upstream main stem of the river. Basin surveys show that the area downstream of the dam is in, or is close to, full attainment of IEPA thresholds for fish index of biotic integrity (fiBi), demonstrating full support for the current aquatic life use designation. Given that all known upstream main stem barriers that have been removed have resulted in markedly improved habitat, it is likely that the modification of the dam will move the upstream reaches substantially towards full attainment also.

Since the Hanover Park WRP's effluent discharges to the WBDPR, the DRSCW has requested MWRD to financially support this project by sharing the construction costs with DSW. As presented at the Study Session on November 19, 2015, the cost of the project is estimated to be \$850,000 with MWRD's contribution not to exceed \$425,000.00. MWRD is a founding member of DRSCW and continues as an active board member. As such, the MWRD has participated in the development of the goals, strategies, and tools that have led to the identification of this project as one of those that will lead to improved water quality in the WBDPR. Participation in this project may also appear as a condition of one or more of the NPDES permits.

Financial participation in this project would take the form of an IGA between the MWRD and DSW.

Based on the foregoing, it is recommended that the MWRD be authorized to negotiate an IGA with DSW. Authority to enter into an IGA and to make payments to DSW will be sought from the Board of Commissioners at a future date.

Requested, John P. Murray, Acting Director of Maintenance and Operations, Catherine O'Connor, Director of Engineering, AQ:SO'C

File #: 16-0572, **Version:** 1

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Frank Avila, Chairman Committee on Engineering

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0585, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON INDUSTRIAL WASTE AND WATER POLLUTION

Mr. David St. Pierre, Executive Director

Authorization to negotiate an Intergovernmental Agreement with the Illinois Department of Natural Resources to participate in the Chi-Cal River Project

Dear Sir:

Authorization is hereby requested to negotiate an intergovernmental agreement ("IGA") with the Illinois Department of Natural Resources ("IDNR") to continue its participation in the Chi-Cal Rivers Fund ("Fund"). Through this IGA with IDNR, the District will also continue its partnership with the National Fish & Wildlife Foundation ("NFWF"), ArcelorMittal, Crown Family Philanthropies, Gaylord & Dorothy Donnelly Foundation, Wrigley Company Foundation, The Chicago Community Trust, Joyce Foundation, U.S. Fish & Wildlife Service, and the U.S. Forest Service to fund projects via grants that will increase stormwater storage capacity through green infrastructure. The District and IDNR will provide technical expertise as needed and will be involved in the selection process for grant applicants.

On August 29, 2013, the District's Board of Commissioners ("Board") provided authority to enter into an IGA with IDNR to participate in the Fund, with a contribution to the IDNR in the amount of \$500,000.00. This initial contribution was used to fund grants for fish and wildlife habitat. On June 18, 2015, the Board provided authority to enter into an IGA with IDNR to participate in the Fund, with a contribution to the IDNR in the amount of \$500,000.00. The second contribution was used to fund grants for green infrastructure.

The District anticipates contributing an additional \$100,000.00 toward the Fund, bringing the District's total contribution to the Fund to \$1,100,000.00, with the aforementioned private entities providing additional contributions of up to \$900,000.00. The District's contribution will be used for green infrastructure throughout the District service area, and the District intends to seek credit for this green infrastructure under the Consent Decree. The private contributions are contingent on the District's \$100,000.00 allocation. NFWF will be responsible for the administration of the funds and for overseeing the RFP process that will be utilized to award the funds via grants. For its services, NFWF will charge an administrative fee somewhere in the range of 10% to 15% of the District's \$100,000.00 allocation.

It is therefore recommended that the Board of Commissioners grant authority to negotiate terms of an Intergovernmental Agreement with IDNR to continue participation in the Chi-Cal Fund. A subsequent request outlining terms of the Agreement and authority from the Board to enter into the Intergovernmental Agreement and expend the funds will be provided upon conclusion of negotiations.

Requested, Ronald M. Hill, General Counsel, RMH:LLD:BO'C:nm

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, David T. Walsh, Chairman Committee on Industrial Waste and Water Pollution

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0556, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to settle the Workers' Compensation Claim of John Radavich vs. MWRDGC, Case 11 WC 36724, Illinois Workers' Compensation Commission (IWCC), in the sum of \$69,000.00, Account 901-30000-601090

Dear Sir:

John Radavich is a Machinist at the Stickney Water Reclamation Plant. On April 18, 2005, he sustained injuries to both ankles and to his lower back after being struck by a pump cover and then falling backwards. Mr. Radavich was initially seen at the Emergency Room where both of his ankles were casted. The treatment for his lower back consisted of epidural steroid injections and a course of physical therapy. Mr. Radavich was disabled initially on April 19, 2005, and was eventually able to return back to work on November 5, 2009.

Mr. Radavich was paid a total of \$217,066.69, which represents 237.4 weeks of lost time benefits.

Mr. Radavich's attorney filed an Application of Adjustment of Claim with the Illinois Workers' Compensation Commission (IWCC). Subject to the approval of the IWCC, this case can now be settled for \$69,000.00, representing approximately 15% loss of the right foot, 23% loss of the left foot, and 12.5% loss of person as a whole. This settlement will close out future lost time benefits, as well as any future medical benefits associated with this injury.

The Director of Human Resources believes this settlement is in the best interest of the District and requests payment of that sum be approved and she be authorized to execute such documents as may be necessary to effect the settlement.

Requested, Denice E. Korcal, Director of Human Resources, DEK:RAJ:RG:sts

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Judiciary

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

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Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0576, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON PUBLIC HEALTH AND WELFARE

Mr. David St. Pierre, Executive Director

Authority to enter into an Intergovernmental Agreement (IGA) with and make payment to the Cook County Sheriff's Office (CCSO) for the expansion of its Prescription Drug Take-Back Program in an amount not to exceed \$100,000.00, Account 101-15000-612490

Dear Sir:

Authorization is requested to enter into an IGA with, and make payment to, the CCSO for the expansion of its Prescription Drug Take-Back Program (Program) in an amount not to exceed \$100,000.00. Up to \$66,930.00 of that amount will be for operational and administrative expenses, and up to \$33,070.00 will be for reimbursement of the purchase and installation of drug collection receptacles.

On September 3, 2015, the Board of Commissioners authorized the District to initiate negotiations with the CCSO for an IGA that would expand its Program to properly dispose of pharmaceuticals and protect the water supply. The District and the CCSO have agreed in principle to the terms of the IGA, which is attached hereto.

Under the Agreement, the Sheriff's Office will expand its network of local law enforcement agencies participating in its Program within the District's boundaries. The Sheriff's Office will provide the collection and disposal services to all sites in the Program network in accordance with its Procedure for Collection and Destruction of Prescription Drugs. The Sheriff's Office must abide by all applicable state and federal laws in carrying out its collection and disposal activities.

In addition, the Agreement prioritizes the installation of collection receptacles at locations where there has been a demonstrated lack of disposal sites for residents to safely dispose of unused pharmaceutical drugs. The Agreement also requires the Sheriff's Office to evaluate the Program as a whole on an annual basis to assess the effectiveness of the Program in preventing pharmaceutical drugs from entering Illinois waterways.

Based on the foregoing, it is requested that the Board of Commissioners grant authority to enter into an IGA with the CCSO in a form substantially similar to that attached hereto and make payment to the CCSO in an amount not to exceed \$100,000.00, up to \$66,930.00 for operational and administrative expenses and up to \$33,070.00 for reimbursement of the purchase and installation of drug collection receptacles.

It is further requested that the Chairman of the Committee on Finance, the Executive Director, and the Clerk be authorized to execute said agreement on behalf of the District, as well as any documents necessary to effectuate the transaction, upon approval by the General Counsel as to form and legality.

Funds are available in Account 101-15000-612490.

Requested, Eileen M. McElligott, Administrative Services Manager, KH
Respectfully Submitted, Frank Avila, Chairman Committee on Public Health and Welfare

File #: 16-0576, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Cook County Sheriff's Office
Prescription Drug Take Back Program
Procedure for Collection and Destruction of Prescription Drugs

This Procedure is for collection and destruction of prescription drugs by designated law enforcement officers of the Cook County Sheriff's Office (CCSO) as part of the CCSO Prescription Drug Take Back Program, as permitted under state and federal drug enforcement and environmental law (Contraband Exclusion 40 C.F.R. Parts 60.2887(p) and 60.2993(p)), and 21 C.F.R. § 1317.01 *et seq.*, as applicable.

The authorized collection of prescription drugs for destruction placed in the custody of a designated CCSO law enforcement representative(s) will be treated as any other release order maintaining a proper chain of custody.

The Procedure for collection and destruction of prescription drugs is as follows:

1. Each participating agency in the CCSO Prescription Drug Take Back Program shall arrange to have a secure container, which is anchored to the ground and is kept under 24-hour surveillance by the presence of a law enforcement officer or under a camera surveillance system consistent with the standards established by the U.S. Drug Enforcement Agency.
 - a. The participating agency shall complete an agreement for installing its secure container, and shall permit access to the installed secure container for collection of prescription drugs by a designated CCSO law enforcement officer. The participating agency shall complete all relevant portions of Certificate of Prescription Drugs Destruction Forms, and permit data to be shared concerning collection of prescription drugs from its secure container.
2. A designated CCSO law enforcement officer will collect prescription drugs from each participating agency's secure container on a scheduled basis consistent with the provisions of 21 C.F.R. §1317.35.
 - a. Immediately upon collection of the prescription drugs from the participating agency's secure container, the CCSO law enforcement officer will complete all relevant portions of a Certificate of Prescription Drugs Destruction Form:
 - PDDC Inv. Number
 - Agency Name
 - Agency Phone Number
 - Agency Address
 - Agency Email Address
 - b. The CCSO law enforcement officer in the presence of the designated agency representative will confirm that the items removed from the container are undisturbed.
 - Agency Representative Printed Name
 - Agency Representative Signature
 - Agency Supervisor Printed Name

- Agency Supervisor Signature
3. The designated CCSO law enforcement officer will then take custody of the referenced prescription drugs consistent with 21 C.F.R. §1317.35.
 4. The designated CCSO law enforcement officer will complete the remaining portions of the Certificate of Prescription Drug Destruction upon delivery of the collected Prescription Drugs to the CCSO Prescription Drug Vault, including:
 - a. PRESCRIPTION DRUG COLLECTION
 - A. Quantity of Prescription Drugs Collected
 - B. Description of Prescription Drugs Collected
 - C. CCSO Employee Name (Printed)
 - D. CCSO Employee Signature/Star
 - E. Collection Date
 - b. PRESCRIPTION DRUG STORAGE
 - A. FOR PDDC PROPERTY CONTROL ONLY (VAULT, SHELF #, LOCKER #)
 - B. PDDC PROPERTY LOG
 - c. PRESCRIPTION DRUG DESTRUCTION
 - A. Drug Disposal
 - B. Destruction Date
 - C. Recycling Vendor Date
 - D. Destroyed by CCSO Employee Signature/Star/Date
 - E. Recycling Vendor Name/Ticket #/Date
 5. The designated CCSO law enforcement officer will immediately thereafter also complete a Cook County Sheriff's Police Department (CCSPD) Property Inventory Form, consistent with CCSO agency recordkeeping requirements for storage of illicit controlled substance evidence, with the following information:
 - a. Offense/Classification Number should be listed as "7280/Other Police Services".
 - b. Complete Date Recovered.
 - c. Complete CR Number
 - A. Call Cook County Sheriff's Police Department Radio Dispatch to request CR number.
 - B. Obtain Inv. Number from CCSPD Desk.
 - d. At Item number, complete Quantity with number of collected boxes.
 - e. At Description of Property, write "Box or Bag Numerous Pharmaceutical/Drug Items."
 - f. At hash, mark a strike through (/) at dollar sign.
 - g. Under Check Any Boxes Applicable:
 - A. Check off "Recovered" and write the collection location and address items are collected from.
 - B. Check off "To Be Disposed of by Custodian after 30 Day Retention".
 - C. Check off "Evidence & Recovered Unit Personnel" under Initial Destination of Property.
 - D. Check off Recovering Unit Personnel under "Transport Via".
 - h. Under "Property Recovered By" complete 1st Officer's Name (Print) and Signature.

6. The designated CCSO law enforcement officer will then secure the transferred prescription drugs and transport same to the CCSPD Evidence Room or the CCSO Prescription Drug Vault.
7. Upon placement of the prescription drugs in the CCSO Prescription Drug Vault, the designated CCSO law enforcement officer will complete the remaining portions of the Certificate of Prescription Drug Destruction upon delivery of the collected Prescription Drugs to the CCSO Prescription Drug Vault, including:

PRESCRIPTION DRUG STORAGE

- A. CCSPD Property Inventory #
 - B. CCSPD CR #
- a. The items shall then be stored in the CCSO Pharmaceutical/Drug Evidence Vault while awaiting destruction.
 8. In the event that the prescription drugs must be stored in the CCSPD Evidence Room for any period of time, the designated CCSO law enforcement officer shall turn over the transferred prescription drugs along with completed CCSPD Property Inventory and any additional documentation requested by the CCSPD.
 9. The CCSPD will then assume custody of the prescription drugs and secure them, pending destruction.
 10. A designated CCSO law enforcement officer will re-assume custody of the prescription drugs from the CCSPD immediately prior to destruction of the drug evidence.
 - a. When a designated CCSO law enforcement officer re-assumes custody of the prescription drugs, the items shall be stored in the CCSO Prescription Drug Vault while awaiting destruction.
 - b. The CCSO Prescription Drug Vault Storage Log and relevant sections of Certificate of Prescription Drugs Destruction Form (For Property Control Use Only and Property Log) shall be completed.
 11. Destruction of the prescription drugs will be performed by a designated CCSO law enforcement officer within thirty (30) days of the CCSO Prescription Drug Program custody, and shall include secure transport of said drugs to the destruction site.
 - a. The contents of each confirmed container shall then be separated and grouped according to type of recyclable or waste material.
 - A. All non-drug material that includes identifying information, such as prescription drug labels, shall be held in a secure manner for separate record destruction.

- B. All non-drug material shall then be recycled according to its type of recyclable or waste material.
 - C. All drug material shall be disposed of through a process of incineration by the designated CCSO law enforcement officer and as permitted by state and federal law.
 - 1. The drugs shall be incinerated using an incinerator that meets the specifications for an Other Solid Waste Incinerator ("OSWI") as permitted under 40 CFR part 60.2887(p) and 60.2993(p) and 21 C.F.R. §1317.35(d) .
 - 2. The drugs shall be incinerated in small quantities not to exceed fifty pounds at one time.
 - 3. The drugs shall be incinerated on a secure site operated by the Cook County Sheriff's Office.
 - D. The Certificate of Prescription Drug Destruction Form shall be fully completed at the conclusion of the drug destruction event.
 - 1. The completed Certificate of Prescription Drug Destruction Form will be placed in the CCSO Prescription Drug Destruction Form file in the Support Services shared folder.
 - 2. A copy of the completed Certificate of Prescription Drug Destruction Form will be sent upon request to the designated representative of the participating agency(ies) from which the drugs were collected in addition to the MWRD Executive Director or his designee and the CCSO.
12. The CCSO shall maintain proper recordkeeping to memorialize collection and destruction of prescription drugs occurring as part of CCSO Prescription Drug Take Back Program.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COOK COUNTY
SHERIFF’S OFFICE, ON BEHALF OF COOK COUNTY, AND THE METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE
EXPANSION OF THE PRESCRIPTION DRUG TAKE-BACK PROGRAM OF THE
COOK COUNTY SHERIFF’S OFFICE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago (hereinafter the “District”), a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois, and the Cook County Sheriff’s Office (hereinafter the “Sheriff’s Office”), on behalf of the County of Cook, Illinois, a body corporate and politic. The District and the Sheriff’s Office may hereinafter collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, many residents flush unused, expired or otherwise unneeded medication down toilets or sinks, which may contribute to contamination of the Chicago Area Waterway System (“CAWS”) because wastewater treatment processes are not designed to completely remove pharmaceutical compounds;

WHEREAS, the District has the power and authority to prevent the pollution of any waters from which a water supply may be obtained by any city, town or village within the district (70 ILCS 2605/7aa);

WHEREAS, the District has the power to provide for the treatment of sewage to create an effluent which shall not be offensive or injurious to the health of any of the people of the State of Illinois (70 ILCS 2605/7);

WHEREAS, the Sheriff's Office has the power and duty to be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county (55 ILCS 5/3-6021);

WHEREAS, in accordance with Illinois and federal law, the Sheriff's Office administers the Prescription Drug Take-Back Program of the Cook County Sheriff's Office ("Program") in which pharmaceutical drugs are collected and disposed of through environmentally sound methods (415 ILCS 5/22.58);

WHEREAS, the Sheriff's Office seeks to expand the Program to include as many additional collection sites as practicable, and the District has agreed to contribute funding so as to maximize the volume of pharmaceutical drugs prevented from entering the CAWS;

WHEREAS, the Illinois Environmental Protection Act provides that to the extent allowed by federal law, a law enforcement agency, such as the Sheriff's Office, may collect pharmaceutical drugs, including but not limited to controlled substances, from residential sources, store them, and transport them to a site or facility permitted by the Illinois Environmental Protection Agency (415 ILCS 5/17.9A);

WHEREAS, the Sheriff's Office and the District can more effectively, economically, and comprehensively reduce the risk of contamination of Illinois waterways by pharmaceutical drugs by cooperating and using their joint efforts and resources to expand the network of local law enforcement agencies participating in the Program;

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;

WHEREAS, on _____, ___, 201__, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement with the Sheriff's Office; and

NOW THEREFORE, in consideration of the matters set forth herein, the mutual covenants and agreements contained in this agreement, and for other good and valuable consideration, the Sheriff's Office and the District 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. SERVICES TO BE PROVIDED BY THE SHERIFF'S OFFICE

a. Program Objectives

1. The Sheriff's Office shall seek to expand its network of local law enforcement agencies in the boundaries of the District participating in the Prescription Drug Take-Back Program of the Cook County Sheriff's Office. The overall objective of the Program expansion is to include as many additional sites as possible using available funds and resources, so as to maximize the volume of pharmaceutical drugs prevented from reaching Illinois waterways. For purposes of this Agreement, "pharmaceutical drugs" shall mean those controlled and non-controlled substances that may be collected and disposed of by law enforcement agencies pursuant to state and federal law.

b. Selection of Collection Sites

1. Any unit of local government in the District's boundaries that expresses an interest in joining the Program shall be considered, subject to the selection criteria and requirements for participation set out in this Agreement. For purposes of this Agreement, unit of local government shall mean the following entities: municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts. The Sheriff's Office is responsible for ensuring that all

units of local government in the District's boundaries are reasonably informed of the opportunity to be considered for this Program.

2. Any unit of local government participating in the Program must have a law enforcement agency that is capable of meeting the requirements set out in the U.S. Drug Enforcement Administration regulations governing the disposal of controlled substances by law enforcement, as applicable (21 C.F.R. § 1317.01 *et seq.*). "Law enforcement agency" shall mean an agency of this State or unit of local government that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances. (See 415 ILCS 5/22.58). The Sheriff's Office is responsible for ensuring that the local law enforcement agency is capable of meeting all applicable state and federal laws governing a local law enforcement agency's participation in this Program (See 21 C.F.R. §1300.05).

3. The Sheriff's Office shall complete a survey of local law enforcement agencies within the District's boundaries to gauge the interest and capability of those jurisdictions to participate in the Program. Based on the survey results, the Sheriff's Office shall propose to the District a list of specific sites to be included in the Program. Due to the varying interests and capabilities of different units of local government, the list of sites added to the program may fall under one or more of the following categories, and the Sheriff's Office shall designate the sites accordingly:

A. Local law enforcement agencies that have a permanent collection receptacle.

For these sites, the Sheriff's Office agrees to provide only collection and destruction services.

- B. Local law enforcement agencies that do not have a permanent collection receptacle, but agree to purchase their own collection receptacle. For these sites, the Sheriff's Office agrees to provide only collection and destruction services.
 - C. Local law enforcement agencies that do not have a permanent collection receptacle and are unable to purchase their own receptacle. For these sites, the Sheriff's Office agrees to purchase a receptacle and to provide collection and destruction services.
 - D. Local law enforcement agencies that do not want to participate in collection or destruction, but agree to share data from their own collection activities. For these sites, the Sheriff's Office will receive and compile the data provided by the local law enforcement agencies.
4. In the event that the number of local law enforcement agencies interested in participating in the Program exceeds the funding and resources available, the selection of sites shall be based on the following criteria, in order of descending priority:
- A. Sites located in a geographical region that has a demonstrated lack of disposal sites for residents to safely dispose of unused pharmaceutical drugs.
 - B. Sites where the local law enforcement agency is able to purchase its own collection receptacle.
 - C. Local law enforcement agencies that do not want to participate in collection, but agree to share data from their own collection activities with the Sheriff's Office.
 - D. All other sites where the local law enforcement agency expresses interest in participating in the Program.

5. The selection of sites shall be subject to the District's written approval based on the criteria set forth in this Agreement.

c. Requirements for Participation

1. Before providing any disposal or collection services to a local law enforcement agency under this Agreement, the Sheriff's Office shall enter into an agreement with the pertinent unit of local government setting out the services to be provided under the Program. Such agreement shall include the following provision:

A. "This program is made possible, in part, through funding by the Metropolitan Water Reclamation District of Greater Chicago. The [unit of local government] shall defend, indemnify, and hold harmless the Metropolitan Water Reclamation District of Greater Chicago, its Commissioners, officers, employees, and other agents ("District 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 attorneys' 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 District Party and arise out of or are in any way related to the distribution, installation, or use of the pharmaceutical collection receptacles, or administration of the pharmaceutical collection program."

d. Program Implementation

1. The sites selected by the Sheriff's Office and approved by the District shall be included in the Program network. The Sheriff's Office shall provide the collection and disposal services to all sites in the Program network in accordance with the Cook County

Sheriff's Office Procedure for Collection and Destruction of Prescription Drugs, which is attached hereto as Exhibit A and hereby incorporated into this Agreement. The Sheriff's Office shall abide by all applicable state and federal laws in its collection and disposal activities.

2. The Sheriff's Office shall be solely responsible for purchasing and installing the collection receptacles that are proposed for any particular site. The Sheriff's Office is responsible for ensuring the collection receptacle meets all applicable laws governing its installation and use.

3. Each receptacle funded pursuant to this Agreement must display a label that notes the District's support of the Program. The label must be approved by the District. The label must include the following language:

A. "The Prescription Drug Take-Back Program of the Cook County Sheriff's Office and this Collection Receptacle were made possible, in part, by funding provided by the Metropolitan Water Reclamation District of Greater Chicago."

e. Reporting Requirements

1. The Sheriff's Office shall submit quarterly program activity reports to the Executive Director of the District, or his designee, and to the Chief of Operations of the Cook County Sheriff's Office, or her designee (CCSO Chief of Operations). Certificates of Destruction of Excepted Pharmaceutical Drugs and Drug Evidence for drug collection/destruction will be provided to the District's Executive Director, and the CCSO Chief of Operations, as drug collection and destruction is completed, but in no case less than on a quarterly basis.

f. Program Evaluation

1. The Sheriff's Office shall evaluate the Program as a whole on an annual basis to assess the effectiveness of the Program in preventing pharmaceutical drugs from entering Illinois waterways. The report shall include, at minimum: the weight collected and destroyed by pharmaceutical type and by geographical region; the weight of pharmaceutical drugs collected at each collection site; any proposals to add sites to, or remove sites from, the Program network; any other recommendations to improve the Program.

ARTICLE 3. SERVICES TO BE PROVIDED BY THE DISTRICT

a. Funding

1. The District agrees to provide funding to support the Sheriff's Office expansion of the Program. The amounts provided by the District shall be as follows:

A. Up to **\$66,930.00** annually for the reimbursement of funds equivalent to one full-time salary of a Sheriff's Office deputy assigned to carry out this Program ("Salary Reimbursement");

B. Up to **\$33,070.00** annually for reimbursement of the purchase and installation of collection receptacles ("Receptacle Reimbursement"); however, the reimbursement per collection receptacle shall not exceed \$650.00.

2. The Sheriff's Office shall submit an invoice by the first day of each month for the Receptacle Reimbursement amount. Such invoices shall indicate the new collection receptacles that were purchased and installed during the previous month.

3. The Sheriff's Office shall also submit monthly invoices showing the prorated Salary Reimbursement amount.

3. Within 30 days of receiving a complete invoice, the District shall reimburse the Sheriff's Office in the amount of the invoice.

4. The District's reimbursement limit is based on the funding amount that the District's Board of Commissioners has approved and allocated for purposes of this Agreement for the current fiscal year. Any additional funding above the amounts set forth herein, or beyond the current fiscal year, are subject to the District's Board of Commissioner's approval.

ARTICLE 4. PERMITS AND FEES

In the event any federal, state or local permits are required, the Sheriff's Office shall obtain all such permits required by law in connection with the Program, including any maintenance work, and shall assume any costs in procuring said permits. Additionally, the Sheriff's Office shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Program, including any maintenance work, and shall assume any costs incurred in procuring all such consents and approvals.

ARTICLE 5. INSPECTIONS

The District shall have the right (including any necessary right of access) in conjunction with the Sheriff's Office to conduct a joint inspection of the installed collection receptacles, or any collection or disposal activities, upon reasonable notice to the Sheriff's Office and the local unit of government.

ARTICLE 6. TERM AND TERMINATION

a. **Term.** This Agreement becomes effective on the date that the last signature is affixed hereto and shall remain in full force and effect for one year from the effective date. This Agreement may be renewed by mutual agreement of the Parties. Either party shall give the other written notice

sixty (60) days prior to the expiration of this Agreement of that party's intent to either extend or terminate this Agreement.

b. Termination.

1. The District, at its sole discretion, may terminate this Agreement any time after six (6) months from the date of execution if the Sheriff's Office has not expanded the network of local law enforcement agencies participating in the program to at least 40 collection sites.

2. The Parties may terminate this Agreement by mutual consent and agreement in writing.

3. Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party. The breaching Party shall have 30 days from the date it receives written notice to cure such breach.

4. The District may terminate this Agreement at any time if the Sheriff's Office fails to comply with applicable state or federal laws or regulations, or if the District determines that implementation of the Program poses any threat to public health or safety. The District shall provide at least 30 days' notice of such termination.

5. As set forth in Article 3, the District's reimbursement is limited to the funding amount approved and allocated by the District's Board of Commissioners for this Program. The District may terminate the Agreement if the District's Board of Commissioners does not appropriate additional funds beyond the current fiscal year or above the amounts set forth herein.

c. Effect of Termination. In the event of termination of this Agreement, the Sheriff's Office may continue to provide collection and disposal services to any collection sites added under

this Agreement, at its sole cost and expense. If the Sheriff's Office chooses to discontinue collection or disposal services at any site after termination of this Agreement, the Sheriff's Office shall be solely responsible for any activities required to wind down the Program, such as removing or otherwise disabling collection receptacles, or informing any units of local government that collection and disposal activities will no longer be performed.

ARTICLE 7. NON-ASSIGNMENT

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

ARTICLE 8. 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 9. INDEMNIFICATION

a. The Sheriff's Office shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District 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 attorneys' 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 District Party and arise out of or are in any way related to: (1) the collection or disposal of pharmaceutical drugs under the Program; (2) the installation or use of collection receptacles installed under the Program; (3) the exercise of any right, privilege,

or authority granted to the Sheriff's Office under this Agreement; (4) the performance or nonperformance of the Agreement by the Sheriff's Office; or, (5) the Sheriff's Office's representations and warranties.

b. The District covenants and agrees to indemnify and hold harmless the Sheriff's Office and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by the District, the acts or omissions of the officers, agents, or employees of the District, or the District's representations and warranties.

ARTICLE 10. REPRESENTATIONS OF THE SHERIFF'S OFFICE

a. The Sheriff's Office covenants, represents, and warrants as follows:

1. The Sheriff's Office has full authority to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the Sheriff's Office are duly authorized to sign same on behalf of and to bind the Sheriff's Office;

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 Sheriff's Office or any instrument to which the Sheriff's Office is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

a. The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; 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 District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. 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 the District and any party other than the Sheriff's Office. In addition, nothing in this Agreement shall be construed to establish an employment relationship between the District and any employees of the Sheriff's Office.

ARTICLE 13. 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 14. 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 15. DEEMED INCLUSION

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.

ARTICLE 16. 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 17. AMENDMENTS

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

ARTICLE 18. 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 19. 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.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Sheriff's Office shall be cumulative, and election by the District or the Sheriff's Office of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. 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. 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. The name of this Agreement i.e.,

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COOK
COUNTY SHERIFF'S OFFICE, ON BEHALF OF COOK COUNTY, AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO FOR THE EXPANSION OF THE PRESCRIPTION DRUG TAKE-
BACK PROGRAM OF THE COOK COUNTY SHERIFF'S OFFICE**

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 21, unless otherwise specified and agreed to by the parties.

ARTICLE 21. 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 the District:

Eileen McElligot
Administrative Services Manager
Metropolitan Water Reclamation District
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905

For the Sheriff's Office:

Patricia Horne
Director, Support Services
Cook County Sheriff's Office
2323 South Rockwell
Chicago, Illinois 60608
Phone: (773) 843-7302

With a copy to:

General Counsel
Cook County Sheriff's Office
Daley Center

50 W. Washington, Room 704
Chicago, IL 60602

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Cook County Sheriff's Office, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing IGA:

Toni Preckwinkle, President of the Cook County Board of Commissioners **Dated:**_____

ATTEST:

David Orr, Cook County Clerk **Dated:**_____

ACKNOWLEDGED BY:

COOK COUNTY SHERIFF:

Thomas J. Dart, Cook County Sheriff **Dated:**_____

APPROVED AS TO FORM:
 STATE'S ATTORNEY OF COOK COUNTY

Dated:_____

METROPOLITAN WATER RECLAMATION DISTRICT: The undersigned, on behalf of the Metropolitan Water Reclamation District, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing IGA:

 Chairman of the Committee on Finance Date

 Executive Director Date

ATTEST:

| | |
|-------|------|
| Clerk | Date |
|-------|------|

APPROVED AS TO OPERATIONS:

Administrative Services Manager

APPROVED AS TO FORM AND LEGALITY:

| | |
|-------------------------|------|
| Head Assistant Attorney | Date |
|-------------------------|------|

| | |
|-----------------|------|
| General Counsel | Date |
|-----------------|------|



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0553, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to grant a 25-year, non-exclusive easement to the City of Evanston for the continued operation, maintenance, repair, replacement and removal of seven (7) storm sewers, connecting structures and outfalls to the North Shore Channel through North Shore Channel Parcels 2.10, 3.02 and 3.03 in Evanston, Illinois and North Shore Channel Parcel 4.05 in Skokie, Illinois. Consideration shall be \$10.00

Dear Sir:

On May 21, 1992, the District granted a 25-year easement to the City of Evanston ("Evanston") to construct, maintain, operate, repair and remove seven (7) storm sewers, connecting structures and outfalls to the North Shore Channel through North Shore Channel Parcels 2.10, 3.02 and 3.03 in Evanston, Illinois and North Shore Channel Parcel 4.05 in Skokie, Illinois. The subject easement expires May 20, 2017 and is subject to a \$10.00 fee. Parcel 4.05 is under lease to the Skokie Park District for public recreational purposes and therefore, this easement is subject to its consent. Parcels 2.10, 3.02 and 3.03 are under lease to the City of Evanston for public recreational purposes.

The easement comprises the following seven areas: (1) a 40' x 270' area south of Main Street for a 120" sewer, two 10' x 8' box culverts and an out-fall structure; (2) a 70' x 170' area south of the above area comprising a dropshaft and connecting tunnel to the TARP mainstream tunnel; (3) a 20' x 133' area south of Emerson Street and east of dropshaft 108 for a 36" sewer; (4) a 40' x 67' area east of dropshaft 108 for a 36" sewer and a 30" sewer; (5) a 20' x 140' area for a 36" sewer, a connecting structure and an out-fall; (6) a 20' x 160' area for a 54" sewer and an out-fall; and (7) a 16' x 150' area south of Bridge Street for a 54" sewer and an outfall structure.

Evanston has requested a new 25-year easement to continue to operate the sewers and outfalls. The District's technical departments have reviewed this request and have no objections to granting the new easement for Evanston's continued operation of the facilities. A nominal fee of \$10.00 is recommended as is customary for government entities occupying District land for a public purpose.

It is requested that the Executive Director recommend to the Board of Commissioners that it grant a 25-year, non-exclusive easement to the City of Evanston for the continued operation, maintenance, repair, replacement and removal of seven (7) storm sewers, connecting structures and outfalls to the North Shore Channel through North Shore Channel Parcels 2.10, 3.02 and 3.03 in Evanston, Illinois and North Shore Channel Parcel 4.05 in Skokie, Illinois. Consideration shall be \$10.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that the Chairman of the Committee on Finance and the Clerk be authorized and directed to execute said easement after same is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:nhb

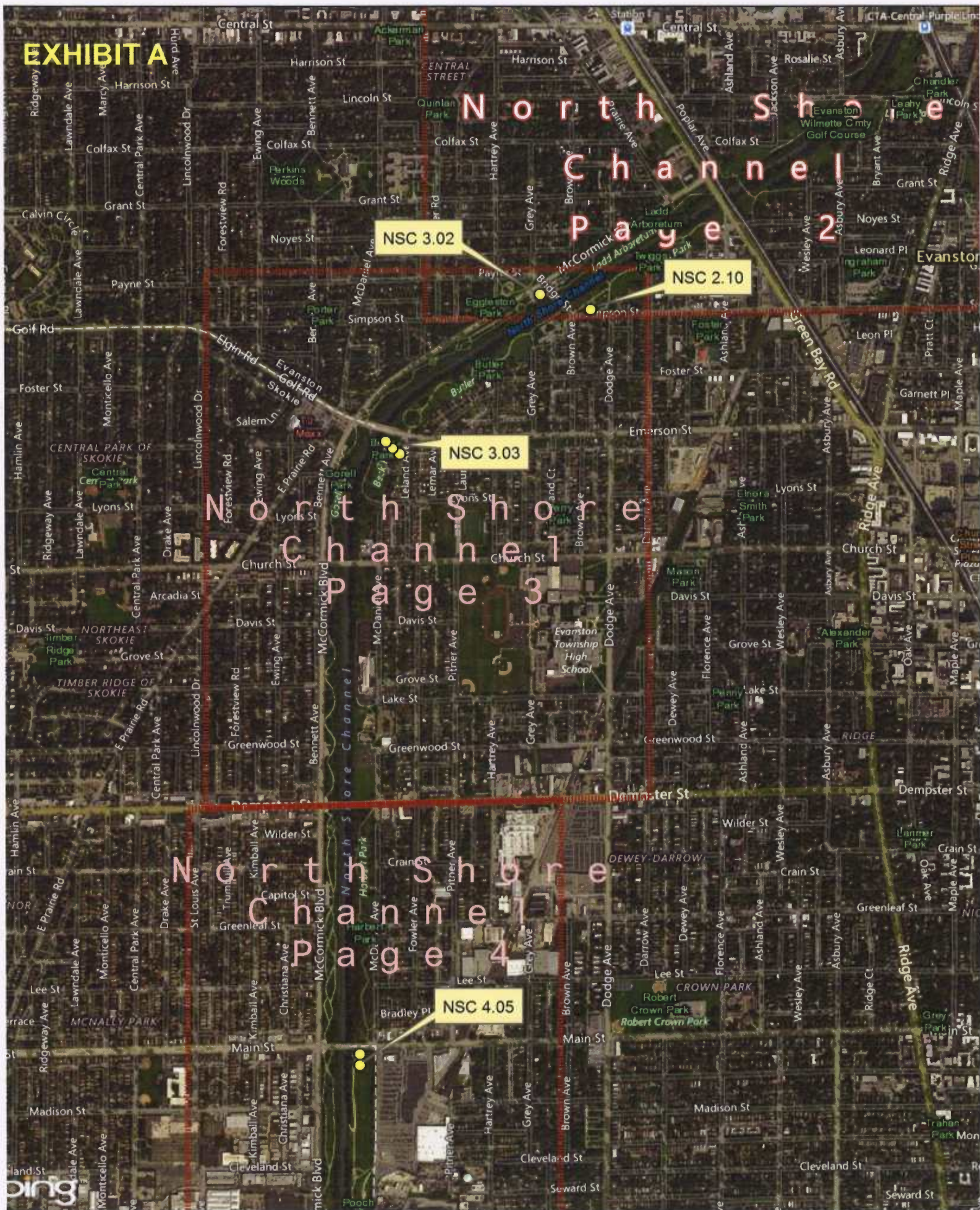
File #: 16-0553, **Version:** 1

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment

EXHIBIT A



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0573, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to grant a 25-year, 113 sq. ft. non-exclusive easement to Entertainment Cruises to construct, operate, maintain, repair and remove a boat ramp on District real estate located along the east bank of the South Branch of the Chicago River, between Cermak Road and Canal Street in Chicago. Consideration shall be an initial annual fee of \$5,000.00

Dear Sir:

Entertainment Cruises ("ECruises") has requested a 113 sq. ft. non-exclusive easement to construct, operate, maintain, repair and remove a boat ramp on District real estate located along the east bank of the South Branch of the Chicago River, between Cermak Road and Canal Street in Chicago. The District owns a narrow strip of land along the east bank of the South Branch of the Chicago River at this location. ECruises is a dining and sightseeing cruise company in cities including Chicago, and is in the process of acquiring real estate from the City of Chicago adjacent to the District's property at this location to establish a 'duck' boat tour facility on the Chicago River. The proposed project includes the construction of a ramp along the east bank of the South Branch of the Chicago River. A portion of the proposed ramp, which will allow the duck boats ingress to and egress from the Chicago River, is located on this small strip of real estate owned by the District.

The District's technical departments have reviewed ECruises's request for an easement and have no objections thereto.

It is recommended that an initial annual fee of \$5,000.00 be assessed as 10% of the fair market value fee of the easement premises would yield a fee less than the District's minimum fee of \$5,000.00.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the grant of a 25-year, 113 sq. ft. non-exclusive easement to Entertainment Cruises to construct, operate, maintain, repair and remove a boat ramp on District real estate located along the east bank of the South Branch of the Chicago River, between Cermak Road and Canal Street in Chicago. Consideration shall be an initial annual fee of \$5,000.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said easement agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:MM:vp

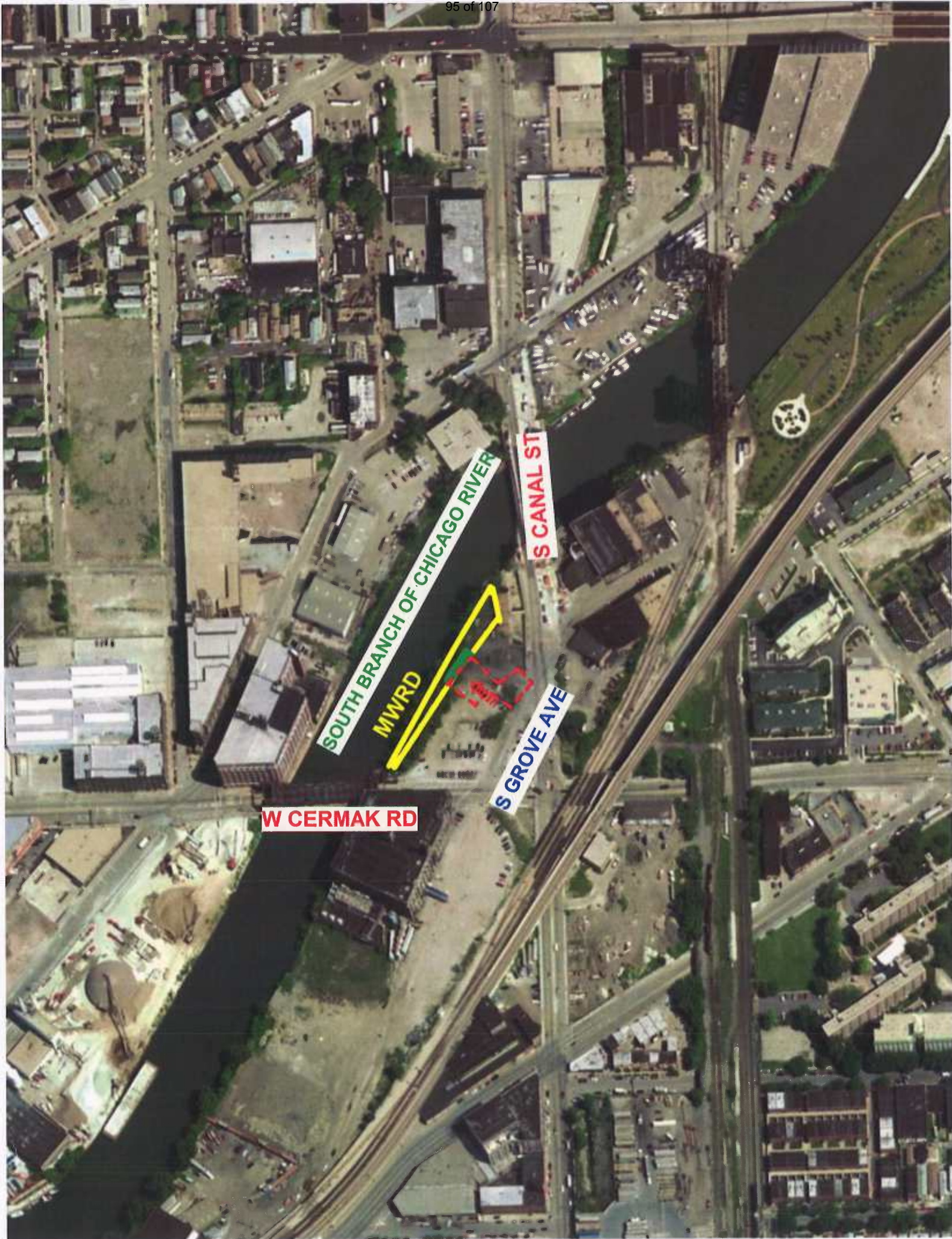
Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

File #: 16-0573, **Version:** 1

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0578, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to pay 2015 real estate taxes in the amount of \$83,502.20 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in Fulton County, Illinois, Account 101-30000-667130

Dear Sir:

Pursuant to the Illinois Property Tax Code, 35 ILCS 200/15-143, the District is responsible for the real estate taxes on land owned and located outside of Cook County, unless specifically exempt.

The District has now received the 2015 real estate tax bills for its non-exempt real estate in Fulton County, Illinois. The property consists of 79 separate property index numbers. The 2015 taxes for the subject parcels total \$83,502.20. The first installment of the 2015 taxes in the amount of \$41,751.10 is due on or before June 10, 2016, and the second installment in the amount of \$41,751.10 is due on or before September 2, 2016.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the timely payment of the 2015 real estate taxes on the District's non-exempt property in Fulton County, Illinois, in the aggregate amount of \$83,502.20, in one installment of \$41,751.10 due on June 10, 2016, and one installment of \$41,751.10 due on September 2, 2016.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to issue two checks in the amount of \$41,751.10 each; one check before June 10, 2016, and one check before September 2, 2016, payable to the Fulton County Collector on account of the 2015 real estate taxes on the District's non-exempt property in Fulton County, Illinois.

Funds are available in Account 101-30000-667130.

Requested, Ronald M. Hill, General Counsel, RMH:STM:TN:MM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0581, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to issue a four (4) month permit to Evanston Subaru, Inc. on approximately one (1) acre of District real estate located at 3516 Oakton Street in Skokie, Illinois; part of North Shore Channel Parcel 5.01 for temporary parking of Subaru vehicles. Consideration shall be \$17,424.00

Dear Sir:

Evanston Subaru, Inc. ("Subaru") has requested a four (4) month permit to use approximately one (1) acre of District real estate located at 3516 Oakton Street in Skokie and known as North Shore Channel Parcel 5.01 ("Parcel 5.01") for use as a short-term parking area for new vehicles.

The Subaru car dealership is located at 3340 Oakton Street in Skokie and is undergoing an expansion project to develop the land behind its dealership for car parking and storage. During the expansion project, Subaru will need an area to park its cars until the project is completed. Subaru is requesting to park cars on a one (1) acre portion of Parcel 5.01. Subaru proposes to use the northern area of the parcel closest to Oakton Street.

The technical departments have no objections to issuing a permit to Subaru for a four (4) month term. The permit fee of \$17,424.00 represents the pro-rata share of 10% of the site's fair market value based upon a recent appraisal of the site.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the issuance of a four (4) month permit to Evanston Subaru, Inc. on approximately one (1) acre of District real estate located at 3516 Oakton Street in Skokie, Illinois; part of North Shore Channel Parcel 5.01 for temporary parking of Subaru vehicles. Consideration shall be \$17,424.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute the permit agreement after it is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:BEB:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0580, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Berkeley for the design, construction, operation and maintenance of the McDermott Drive and Morris Avenue storm sewer improvements under Phase II of the Stormwater Management Program, with payment to the Village of Berkeley in an amount not to exceed \$2,696,000.00, Account 501-50000-612400, Requisition 1428288

Dear Sir:

Authorization is requested to enter into an Intergovernmental Agreement (IGA) with the Village of Berkeley (Village) for the McDermott Drive and Morris Avenue storm sewer improvements under Phase II of the Stormwater Management Program, with payment to the Village in an amount not to exceed \$2,696,000.00.

On November 19, 2015, the Board of Commissioners authorized the District to negotiate an IGA with the Village of Berkeley to allow the District to provide funds for the construction of the Village's McDermott Drive and Morris Avenue storm sewer improvements project. This proposed project includes the construction of two new storm sewers along McDermott Drive and Morris Avenue, expansion of an existing detention basin, and construction of a new stormwater pumping facility. This project will provide direct flood reduction benefits to nearly 800 residential structures and will reduce storm related access impacts along local roadways. The District and the Village have agreed in principle to the terms of the IGA, which include payment by the District for construction costs for the captioned project in an amount not to exceed \$2,696,000.00. Partial payments to the Village will be made at predefined intervals during construction, which is anticipated to commence in 2016. The Village will contribute approximately \$2,400,000.00 towards future construction costs. The IGA requires project-related construction contracts, paid with District funds, to comply with the District's Purchasing Act, Multi-Project Labor Agreement, and Affirmative Action Requirements. The Village is responsible for the design, construction, perpetual maintenance, and operation of the McDermott Drive and Morris Avenue storm sewer improvements, and will be solely responsible for any change orders to the project. The IGA contains provisions which allow the District to review the project's design and perform inspections during and after construction.

Based on the foregoing, it is requested that the Board of Commissioners grant authority to enter into an IGA with the Village of Berkeley and make payment to the Village in an amount not to exceed \$2,696,000.00. It is further requested that the Chairman of the Committee on Finance, the Executive Director, and the Clerk be authorized to execute said agreement on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

No payments are anticipated to be made in 2016. Funds for the 2017 and 2018 expenditures, in the amounts of \$2,022,000.00 and \$674,000.00, respectively, will be contingent on the Board of Commissioners' approval of the District's budget for those years.

File #: 16-0580, **Version:** 1

Requested, Catherine A. O'Connor, Director of Engineering, WSS

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Michael A. Alvarez, Chairman Committee on Stormwater Management

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 16-0549, **Version:** 1

RESOLUTION FOR BOARD MEETING OF JUNE 2, 2016

RESOLUTION sponsored by the Board of Commissioners recognizing the Louis Vuitton America's Cup World Series Chicago

WHEREAS, the Louis Vuitton America's Cup World Series Chicago, a qualifying event for the 2017 America's Cup in Bermuda, will be held at Navy Pier from June 10-12, 2016; and

WHEREAS, the America's Cup is the competition for the oldest trophy in international sport which dates back to 1851 and is yachting's biggest prize; and

WHEREAS, Chicago is the first freshwater venue to host America's Cup racing in the event's 165-year history; and

WHEREAS, with viewing stands set up on Navy Pier, some of the best sailors in the world will race foiling, wingsailed catamarans at 40+ mph close to shore; and

WHEREAS, Chicago's selection as a host for the Louis Vuitton America's Cup World Series is due in large part to Don Wilson, a passionate sailor, longtime Chicagoan and event Chair, and to Event Director, Tod Reynolds, the Director of Chicago Match Race Center, who is managing the event; and

WHEREAS, the America's Cup is also bringing its Endeavour program to Chicago, which introduces students to sailing as a way to learn about science, technology, engineering, arts, and math and will provide for some students a first-ever experience with Lake Michigan; and

WHEREAS, the Louis Vuitton America's Cup World Series Chicago will showcase our beautiful lakefront and will allow spectators and visitors the opportunity to experience the precious resource that is Lake Michigan; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and staff, do hereby recognize the Louis Vuitton America's Cup World Series Chicago; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the permanent Record of Proceedings of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago.

Dated: June 2, 2016

Approved: MARIYANA T. SPYROPOULOS, President; BARBARA J. MCGOWAN, Vice President; FRANK AVILA, Chairman, Committee on Finance; MICHAEL A. ALVAREZ; TIMOTHY BRADFORD; CYNTHIA M. SANTOS; DEBRA SHORE; KARI K. STEELE; DAVID J. WALSH; Commissioners of the Metropolitan Water Reclamation District of Greater Chicago

Approved as to Form and Legality: Ronald M. Hill, General Counsel, RMH:aw



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: R16-004, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Adopt Ordinance No. R16-004 Amending Ordinance R15-004 Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Vertical and Horizontal Expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) Located North of 87th Street and West of Natchez Avenue in Burbank, Illinois, in parts of Sections 31 and 36, Township 38 North, Ranges 12 and 13, East of the Third Principal Meridian in Cook County, Illinois

ORDINANCE R16-004

ORDINANCE AMENDING ORDINANCE R15-004 ESTABLISHING THE RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE VERTICAL AND HORIZONTAL EXPANSION OF THE MELVINA DITCH RESERVOIR (CONTRACT 14-263-3F) LOCATED NORTH OF 87TH STREET AND WEST OF NATCHEZ AVENUE IN BURBANK, ILLINOIS, IN PARTS OF SECTIONS 31 AND 36, TOWNSHIP 38 NORTH, RANGES 12 AND 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHEREAS, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on May 7, 2015, adopted ordinance R15-004 entitled "Ordinance Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Vertical and Horizontal Expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) Located North of 87th Street and West of Natchez Avenue in Burbank, Illinois, in parts of Sections 31 and 36, Township 38 North, Ranges 12 and 13, East of the Third Principal Meridian in Cook County, Illinois";

WHEREAS, it is necessary to acquire an additional tract of real estate not previously identified in Ordinance R15-004 as a right-of-way for the construction, operation and maintenance of the vertical and horizontal expansion of the Melvina Ditch Reservoir located north of 87th Street and West of Natchez Avenue in Burbank, Illinois (Contract 14-263-3F);

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago:

Section 1. That Ordinance R15-004 entitled "Ordinance Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Vertical and Horizontal Expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) Located North of 87th Street and West of Natchez Avenue in Burbank, Illinois, in parts of Sections 31 and 36, Township 38 North, Ranges 12 and 13, East of the Third Principal Meridian in Cook County, Illinois" be incorporated by reference herein and be made a part hereof, as if set forth in full.

Section 2. That the legal description set forth in Exhibit A to Ordinance R15-004 be amended by adding thereto the real estate legally described in Exhibit AA, which is attached hereto and made a part hereof.

Section 3. That henceforth, said Ordinance R15-004 shall be known as "Ordinance Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Vertical and Horizontal Expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) Located North of 87th Street and West of Natchez Avenue in Burbank, Illinois, in parts of Sections 31 and 36, Township 38 North, Ranges 12 and 13, East of the Third Principal Meridian in Cook County, Illinois, as amended."

Section 4. That except as amended hereby, said Ordinance R15-004 shall remain in full force and effect as heretofore enacted.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

DATED: this 2nd day of June 2016

Approved as to Engineering:

Catherine A. O'Connor
Director of Engineering

APPROVED:

Hon. Mariyana T. Spyropoulos
President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:

Susan Morakalis
Head Assistant Attorney

Ronald M. Hill
General Counsel

Exhibit AA

RIGHT-OF-WAY AMENDMENT FOR THE
MELVINA DITCH RESERVOIR PROJECT (CONTRACT 14-263-3F)

TEMPORARY EASEMENT:

(19-31-407-061-0000)

LOT 79 (EXCEPT THE WEST 151 FEET) IN F.H. BARTLETT'S 1ST ADDITION TO F.H. BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31; THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 31; THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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EXHIBIT - PROPERTIES TO
BE ACQUIRED FOR
RESERVOIR EXPANSION

ILLINOIS



SCALE: 1"= 200'

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 2, 2016

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

..Title

Adopt Ordinance No. R16-004 Amending Ordinance R15-004 Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Vertical and Horizontal Expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) Located North of 87th Street and West of Natchez Avenue in Burbank, Illinois, in parts of Sections 31 and 36, Township 38 North, Ranges 12 and 13, East of the Third Principal Meridian in Cook County, Illinois

..Body

Dear Sir:

At its May 7, 2015 meeting, the Board of Commissioners adopted Ordinance No. R15-004 establishing the right-of-way for the construction, operation and maintenance of the vertical and horizontal expansion of the Melvina Ditch Reservoir ("Reservoir") located in Burbank, IL (Contract 14-263-3F). The project is required to address flooding of homes and streets in the vicinity of the Reservoir, and will benefit both the City of Burbank and the Village of Oak Lawn. The Reservoir expansion project requires the acquisition of temporary and permanent easements or fee simple title to certain properties.

Since the passage of Ordinance R15-004, it has been determined that a temporary easement is required near the residence at 8552 S. Natoma Avenue, which is located at the corner of 86th Street and Natoma Avenue. The temporary easement is needed to relocate a shared driveway, and any affected water service lines, that will be impacted by the work immediately to the south at 6641 W. 86th Street. The tract of land on which the temporary easement is required is legally described in Exhibit AA, which is attached hereto. This tract was not previously included in Ordinance R15-004; thus, it is necessary to amend R15-004 to include the additional right-of-way required for the project, as described in Exhibit AA.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it adopt Ordinance R16-004 amending Ordinance R15-004 establishing the right-of-way for the construction, operation and maintenance of the vertical and horizontal expansion of the Melvina Ditch Reservoir (Contract 14-263-3F) located north of 87th Street and West of Natchez Avenue in Burbank, Illinois to include the real estate legally described in Exhibit AA, attached hereto.

It is also requested that the Executive Director recommend to the Board of Commissioners that the President of the Board of Commissioners be authorized and directed to execute said Ordinance after it is approved by the General Counsel as to form and legality.

Requested, ~~Ronald M. Hill~~, General Counsel, Catherine A. O'Connor, ^{CAO} Director of Engineering,
RMH:CAO:STM:BJD:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 2, 2016

Attachment