

Metropolitan Water Reclamation District of Greater Chicago

*100 East Erie Street
Chicago, IL 60611*



Regular Board Meeting Consent Agenda - Final

Thursday, December 7, 2017

10:30 AM

Board Room

Board of Commissioners

*Chairman of Finance Frank Avila, Commissioner Martin J. Durkan, Vice President
Barbara J. McGowan, Commissioner Josina Morita, 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	Bradford	Walsh
Finance	Avila	Steele
Industrial Waste & Water Pollution	Morita	Avila
Information Technology	Steele	Morita
Judiciary	Spyropoulos	Walsh
Labor & Industrial Relations	Spyropoulos	Durkan
Maintenance & Operations	Walsh	Bradford
Monitoring & Research	Steele	Bradford
Municipalities	Shore	Durkan
Pension, Human Resources & Civil Service	Spyropoulos	McGowan
Public Health & Welfare	Durkan	Shore
Public Information & Education	Morita	McGowan
Procurement	McGowan	Morita
Real Estate Development	Walsh	Steele
State Legislation & Rules	Durkan	Morita
Stormwater Management	Shore	Steele

2017 REGULAR BOARD MEETING SCHEDULE

January	5	19
February	2	16
March	2	16
April	6	20
May	4	18
June	1	15
July	6	
August	3	31
September	14	
October	5	19
November	2	16
December	5 (Annual Meeting)	
December	7	21

2017

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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****Authorization**

- 1 [17-1268](#) Authority to Approve Travel for David St. Pierre, Executive Director, in the estimated amount of \$700.00, for travel to Washington D.C., to attend a meeting regarding McCook Reservoir Phase 2 Funding, Account 101-15000-612010

Procurement Committee**Report**

- 2 [17-1158](#) Report on advertisement of Request for Proposal 18-RFP-02 Pre- and Post-Offer Psychological Assessments for Police Officer Candidates, estimated cost \$58,200.00, Account 101-25000-612430, Requisition 1476559
- 3 [17-1234](#) Report on advertisement of Request for Proposal 17-RFP-40 Services to Market and Distribute Composted Biosolids from the Harlem Avenue and Calumet Solids Management Areas
- 4 [17-1240](#) Report on advertisement of Request for Proposal 18-RFP-03 SAP Operations Support, estimated cost \$200,000.00, Account 101-27000-612430, Requisition 1477235
- 5 [17-1241](#) Report on advertisement of Request for Proposal 17-RFP-10 Commercial Banking and Investment Custody Services for a five-year period, estimated cost \$402,500.00, Account 101-11000-612430, Requisitions 1480254, 1480255, and 1480256
- 6 [17-1263](#) Report of bid opening of Tuesday, November 21, 2017
- 7 [17-1273](#) Report of bid opening of Tuesday, November 14, 2017

- 8 [17-1276](#) Report on rejection of bids for Contract 17-903-41, Elevator Improvements at the Mainstream Pumping Station, estimated cost \$245,000.00
- 9 [17-1278](#) Report of bid opening of Tuesday, November 28, 2017
- 10 [17-1292](#) Report on advertisement of Request for Proposal 17-RFP-39 Services to Source and Deliver Wood Chips to the Harlem Avenue and Calumet Solids Management Areas

Authorization

- 11 [17-1246](#) Authorization to amend Board Order of August 31, 2017, regarding Contract 17-304-11 Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period, Agenda Item No. 22, File No. 17-0815
- 12 [17-1255](#) Authorization for payment to the U.S. Water Alliance for the 2018 annual membership dues and the 2018 Value of Water Campaign Sponsorship in the amount of \$35,000.00, Account 101-15000-612280
- 13 [17-1285](#) Authorization to forfeit Contract 16-810-21, Furnish and Deliver Six Submersible Grit Pumps to the Calumet Water Reclamation Plant, to Atlas & Associates, Inc., in an amount not to exceed \$96,000.00 Account 201-50000-634650, PO# 3091607

Authority to Advertise

- 14 [17-1233](#) Authority to advertise Contract 18-901-21 Furnish and Deliver Motor Excitation Control Equipment to the Stickney Water Reclamation Plant, estimated cost \$290,000.00, Account 201-50000-634600, Requisition 1479586
- 15 [17-1236](#) Authority to advertise Contract 18-109-11 Maintenance Services and Consumables for the Calumet Analytical Laboratory Reagent Grade Water System, estimated cost \$20,000.00, Accounts 101-16000-612490 and 101-16000-623570, Requisition 1480247
- 16 [17-1250](#) Authority to advertise Contract 17-845-3P Heavy Equipment Storage Building Site Improvements, Bulk Material Storage Building, Calumet Water Reclamation Plant, O'Brien Water Reclamation Plant, estimated cost between \$1,501,000.00 and \$1,817,000.00, Account 401-50000-645680, Requisition 1480002

Issue Purchase Order

-
- 17 [17-1164](#) Issue a purchase order and enter into an agreement with Microvi Biotech Inc., for Professional Engineering Services for MicroNiche™ Biocatalyst Technology Research Project Study at the O'Brien Water Reclamation Plant, in an amount not to exceed \$50,300.00, Account 201-50000-612430, Requisition 1478118 *(Deferred from the November 16, 2017 Board Meeting)*
- Legislative History
- | | | |
|----------|------------------------|----------|
| 11/16/17 | Board of Commissioners | Deferred |
| 11/16/17 | Committee of the Whole | Deferred |
- 18 [17-1175](#) Issue purchase order and amend an agreement with e-Builder, Inc. to Furnish and Deliver e-Builder Electronic Project Management System and Technical Support Services, in an amount not to exceed \$937,017.21, Account 101-27000-612820, Requisition 1475898 *(Deferred from the November 16, 2017 Board Meeting)*
- Legislative History
- | | | |
|----------|------------------------|----------|
| 11/16/17 | Board of Commissioners | Deferred |
| 11/16/17 | Committee of the Whole | Deferred |
- 19 [17-1237](#) Issue purchase order and enter into an agreement with Brinkmann Instruments, Inc. d/b/a Metrohm USA, Inc., to furnish and deliver an Ion Chromatograph with Autosampler, in an amount not to exceed \$68,257.00, Account 101-16000-634970, Requisition 1476778
- 20 [17-1247](#) Issue purchase order for Contract 17-304-11, Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period, to U.S. Fire & Safety Equipment Company, in an amount not to exceed \$107,444.00, Account 101-25000-612780, Requisition 1470413
- 21 [17-1249](#) Issue purchase order and enter into an agreement with the law firm of Valentine Austriaco & Bueschel, P.C. to represent and counsel the Metropolitan Water Reclamation District of Greater Chicago in connection with bankruptcy and collection matters in an amount not to exceed \$50,000.00, Account Number 101-30000-612430, Requisition 1480505
- 22 [17-1261](#) Issue purchase order for Contract 17-481-11, Furnish and Deliver Genetic Security Center Camera Connections License, Software Maintenance and Labor, to Pentegra Systems, LLC, in an amount not to exceed \$28,269.99, Accounts 101-27000-612430, 612820, 201-50000-634810, Requisition 1469432
- 23 [17-1264](#) Issue purchase orders and enter into agreements for Contract 18-RFP-01 State Legislative Consulting Services, with Charles R. Vaughn, in an amount not to exceed \$21,000.00, Ado L. Rugai Attorney at Law, in an amount not to exceed \$21,000.00, Law Offices of Paul L. Williams & Associates, in an amount not to exceed \$21,000.00, and Miguel A. Santiago Consulting, Inc., in an amount not to exceed \$21,000.00, Account 101-15000-612430, Requisition 1472035

-
- 24 [17-1269](#) Issue purchase order and enter into an agreement with CDW Government LLC, for Mimecast Advanced Threat Security and Support, in an amount not to exceed \$87,175.00, Account 101-27000-623800, Requisition 1480238
- 25 [17-1271](#) Issue purchase order for Contract 18-045-11, Publish Invitations to Bid for Contracts, Legal Notices for Original Entrance and Promotional Civil Service Examinations, and Other Legal Notices for a One-Year Period, to Sun-Times Media Productions, LLC, in an amount not to exceed \$54,600.00, Account 101-20000-612360, Requisition 1478066
- 26 [17-1277](#) Issue purchase orders to Staples Contract and Commercial, Inc. to Furnish and Deliver Miscellaneous Non-Stock Office Supplies to Various Locations under the National Joint Powers Alliance Purchasing (NJPA) Co-operative Contract Number 010615-SCC, in an amount not to exceed \$77,100.00, Accounts 101, 501-11000, 15000, 16000, 20000, 25000, 27000, 30000, 40000, 50000, 66000, 67000, 68000, 69000-623520, Requisitions 1462110, 1474786, 1474787, 1474924, 1474926, 1474939, 1475283, 1475299, 1475311, 1475505, 1475513, 1476575, and 1476576
- 27 [17-1288](#) Issue purchase order for Contract 17-611-21, Furnish and Deliver Uninterruptible Power Supplies for the Kirie and Egan Water Reclamation Plants to CDW Government LLC, in an amount not to exceed \$66,199.00, Account 201-50000-634650, Requisition 1470093

Award Contract

- 28 [17-1259](#) Authority to award Contract 16-805-21, Furnish, Deliver, and Install a Boiler for the Equipment Garage at the Calumet Water Reclamation Plant, to Ideal Heating Company, in an amount not to exceed \$165,555.00, Account 201-50000-645680, Requisition 1457241
Attachments: [Contract 16-805-21 Revised Appendix D Report.pdf](#)
- 29 [17-1265](#) Authority to award Contract 18-629-11, Rack and Pinion Manlift Inspection and Repair, to Mid-American Elevator Company, Inc., in an amount not to exceed \$728,160.00, Accounts 101-68000, 69000-612600, 612680, Requisitions 1461813 and 1461814
- 30 [17-1270](#) Authority to award Contract 18-022-11, Furnish and Deliver Diesel Fuel to Various Locations, for a One (1) Year Period, to Avalon Petroleum Company, Inc., in an amount not to exceed \$320,479.26, Accounts 101-16000, 66000, 67000, 68000, 69000-623820, Requisitions 1474259, 1473313, 1473327, 1473347, 1474776, and 1474778.

- 31 [17-1281](#) Authority to award Contract 18-021-11, Furnish and Deliver Unleaded Gasoline to Various Locations for a One (1) Year Period, Item A, to Petroleum Traders Corporation, in an amount not to exceed \$165,073.04 and Item B, to Avalon Petroleum Company, Inc., in an amount not to exceed \$60,292.83, Accounts 101-16000, 20000, 66000-623820, Requisitions 1471114, 1471115, 1473314 and 1473843.
Attachments: [Contract 18-021-11 Item Descriptions, Items A and B.pdf](#)
- 32 [17-1282](#) Authority to award Contract 17-902-31, Installation of Shaftless Screw Conveyors for Aerated Grit Tanks at the Stickney Water Reclamation Plant, to IHC Construction Companies, L.L.C., in an amount not to exceed \$2,525,000.00, Account 401-50000-645680, Requisition 1461803
Attachments: [Contract 17-902-31 Revised Appendix D.pdf](#)
- 33 [17-1286](#) Authority to award Contract 17-005-11, Furnish and Deliver Pallets to Various Locations for a One (1) Year Period, Group B to Cabka North America, Inc., in an amount not to exceed \$148,945.50 Account 101-20000-623130
Attachments: [Contract 17-005-11, Item Descriptions Groups A and B.pdf](#)

Increase Purchase Order/Change Order

- 34 [17-1251](#) Authority to increase Contract 11-403-2P Membrane Gas Holder Replacement and Digester Cleaning, Egan Water Reclamation Plant, to Path Construction Company, Inc. in an amount of \$96,765.00, from an amount of \$5,878,167.09, to an amount not to exceed \$5,974,932.09, Account 201-50000-645750, Purchase Order 4000018
Attachments: [CO LOG 11-403-2P BM 12-7-17.pdf](#)
- 35 [17-1252](#) Authority to increase Contract 73-161-EH McCook Reservoir Excavation Agreement, to Vulcan Construction Materials, L.P., in an amount of \$2,978,132.00, from an amount of \$94,717,289.25, to an amount of \$97,695,421.25, Account 401-50000-645620, Purchase Order 5000176
Attachments: [CO LOG 73-161-EH BM 12-7-17.pdf](#)
- 36 [17-1290](#) Authority to increase Contract 17-614-11 Elevator Maintenance Service at Various Service Areas, to Parkway Elevators, Inc. in an amount of \$8,220.00, from an amount of \$947,850.00, to an amount not to exceed \$956,070.00, Account 101-15000-612370, Purchase Order 5001577
Attachments: [PO 5001577 Change Order Log.pdf](#)

Judiciary Committee**Authorization**

- 37 [17-1284](#) Authority to settle the Workers' Compensation Claims of Edward Chesser vs. MWRDGC, Claim 12 WC 33205 and Claim 12 WC 33206, Illinois Workers' Compensation Commission (IWCC), in the sum of \$14,392.80, Account 901-30000-601090
- 38 [17-1287](#) Authority to waive accrued user charge interest in the total amount of \$729,511.95 for the City of Chicago's Jardine Water Purification Plant, Sawyer Water Purification Plant (f/k/a as South Water Purification Plant), O'Hare Airport North Airfield Detention Basin, South Airfield Detention Basin, and O'Hare Airport Terminal Complex

Labor & Industrial Relations Committee**Authorization**

- 39 [17-1272](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Teamsters, Local 700
- Attachments:** [Local 700 Agreement 2017 - 2020.pdf](#)

Monitoring & Research Committee**Authorization**

- 40 [17-1262](#) Authorization to Subscribe to the Water Research Foundation for the 2018 Annual Research Commitment in an amount not to exceed \$138,000.00, Account 101-15000-612280

Pension, Human Resources & Civil Service Committee**Authorization**

- 41 [17-1244](#) Request for advice and consent as to the Executive Director's designation of Susan T. Morakalis, General Counsel, as the MWRD's Ethics Advisor, pursuant to the Ethics Ordinance

Public Health & Welfare Committee**Authorization**

- 42 [17-1260](#) 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:** [CCSO Drug Take Back Program Annual Report.pdf](#)

Stormwater Management Committee**Authorization**

- 43 [17-1274](#) Authorization to amend a March 4, 1971 Intergovernmental Agreement with the Village of Bedford Park to update the operational parameters of the Bedford Park Reservoir sluice gate

Miscellaneous and New Business**Memorial Resolution**

- 44 [17-1242](#) MEMORIAL RESOLUTION sponsored by the Board of Commissioners honoring the memory of Juanita Bitoy
- 45 [17-1294](#) MEMORIAL RESOLUTION sponsored by the Board of Commissioners honoring the memory of Commissioner Timothy Bradford

Adjournment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1268, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Authority to Approve Travel for David St. Pierre, Executive Director, in the estimated amount of \$700.00, for travel to Washington D.C., to attend a meeting regarding McCook Reservoir Phase 2 Funding, Account 101-15000-612010

Dear Sir:

In accordance with Resolution approved by the Board on February 16, 2017, effective February 27, 2017, in order to comply with 50 ILCS 150/1 *et seq*, *Local Government Travel and Expense Control Act*, authorization is requested to approve the travel expense for:

David St. Pierre, Executive Director

The estimated amount of \$700.00 is for travel to Washington D.C., to attend a meeting regarding McCook Reservoir Phase 2 funding on November 21, 2017.

Funds are available in Account 101-15000-612010.

Requested by, Eileen M. McElligott, Administrative Services Officer, EMMc:jo

Respectfully submitted, Frank Avila, Chairman Committee on Finance

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1158, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 18-RFP-02 Pre- and Post-Offer Psychological Assessments for Police Officer Candidates, estimated cost \$58,200.00, Account 101-25000-612430, Requisition 1476559

Dear Sir:

Request for Proposal documents have been prepared for a provider of pre- and post-offer psychological assessments for Police Officer candidates at the request of the Human Resources Department.

The purpose of this contract is to select a vendor to administer pre- and post-offer assessments to candidates for the Police Officer classification. The pre-offer assessments are offered in a group setting for candidates placed in Category A on the eligible list. The post-offer psychological assessments are conducted on an individual basis for candidates conditionally appointed to a Police Officer position. This professional services contract will cover the period from July 1, 2018 through June 30, 2021.

The estimated cost for this contract is \$58,200.00. The estimated 2018, 2019, 2020 and 2021 expenditures are \$45,600.00, \$4,800.00, \$4,800.00 and \$3,000.00 respectively.

No bid deposit is required for this request for proposal.

The Diversity Section reviewed the request for proposal and concluded that Appendix A would not be applicable since the estimated total expenditures are below \$100,000.00.

The tentative schedule for this contract is as follows:

Advertise	January 17, 2018
Proposals Received	February 16, 2018
Award	May 3, 2018
Completion	June 30, 2021

Funds are being requested in 2018, 2019, 2020 and 2021, in Account 101-25000-612430, and are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Beverly K. Sanders, Director of Human Resources, BKS:JEF

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 #: 17-1234, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 17-RFP-40 Services to Market and Distribute Composted Biosolids from the Harlem Avenue and Calumet Solids Management Areas

Dear Sir:

Request for proposal (RFP) documents have been prepared for 17-RFP-40 Services to Market and Distribute Composted Biosolids from the Harlem Avenue and Calumet Solids Management Areas, at the request of the Maintenance and Operations Department.

The purpose of this request for proposal is to obtain professional services to market and distribute up to 120,000 tons, or 240,000 cubic yards, annually, of composted biosolids from the Harlem Avenue and Calumet Solids Management Areas (HASMA and CALSMA) as part of the resource recovery program, for an approximate 3-year period. It is anticipated that the services will be provided at no cost to the District with the potential to receive a share of any profits generated from the sale of the composted material.

No bid deposit is required for this RFP.

Appendix A will not be included in this request for proposal due to the scope of work performed under the agreement.

The tentative schedule for this contract is as follows:

Advertise	January 31, 2018
Proposals Accepted	March 2, 2018
Award	May 10, 2018
Completion	December 31, 2021

Requested, John P. Murray, Director of Maintenance and Operations, BAP:SO'C:MAG:JR
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 #: 17-1240, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 18-RFP-03 SAP Operations Support, estimated cost \$200,000.00, Account 101-27000-612430, Requisition 1477235

Dear Sir:

Request for Proposal (RFP) documents have been prepared for SAP Operations Support, at the request of the Information Technology Department. The contract begins March 1, 2018 and ends on December 31, 2018.

The purpose of this contract is to obtain SAP consulting services to assist the Information Technology Department with developing SAP interfaces to 3rd party systems, system maintenance, security, and addressing operational issues of the SAP ERP and Public Budget Formulation (PBF) environments.

The estimated cost for this RFP is \$200,000.00.

No bid deposit is required for this RFP.

Appendix A will be included in this RFP. The type of work to be performed under this contract is within the professional services category for establishing Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and/or Small Business Enterprises (SBE) goals. The best faith efforts MBE, WBE and/or SBE goals for this contract are: 15% MBE and/or WBE, and 10% SBE.

The tentative schedule for this contract is as follows:

Advertise	December 20, 2017
Proposals Received	January 19, 2018
Award	March 1, 2018
Completion	December 31, 2018

Funds are being requested in 2018, in Account 101-27000-612430, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, John H. Sudduth, Director of Information Technology JHS:RB:rb
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 #: 17-1241, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 17-RFP-10 Commercial Banking and Investment Custody Services for a five-year period, estimated cost \$402,500.00, Account 101-11000-612430, Requisitions 1480254, 1480255, and 1480256

Dear Sir:

Request for Proposal 17-RFP-10 documents have been prepared for Commercial Banking and Investment Custody Services, at the request of the Treasury Department. The Government Finance Officers Association recommends that state and local governments establish a procurement and review process in the selection of banking service providers. This RFP process will help ensure appropriate and cost-effective services while protecting the interests of the District.

The objective of 17-RFP-10 Commercial Banking and Investment Custody Services is to identify qualified commercial banking institutions as eligible to provide depository and various other financial services for the District for the period October 1, 2018 and September 30, 2023. This RFP process will determine firms eligible to provide general banking services, lockbox collection services/electronic collection solution, procurement card services, investment custody services, and automated payment card services.

The District will review the qualifications of the proposing firms and select one or more service providers from the eligible respondents to provide one or more of the services sought in the RFP for the period October 1, 2018 and ending September 30, 2023.

The total estimated net cost for all services is \$402,500.00 which includes general banking services, lockbox collection services/electronic collection solution, investment custody services, procurement card and automated payment card services. Estimated expenditures for each year are: 2018 \$20,125.00; 2019 \$80,500.00; 2020 \$80,500.00; 2021 \$80,500.00; 2022 \$80,500.00; and 2023 \$60,375.00.

A bid deposit is not required for this RFP.

Appendix A will not be included in this RFP because the scope of work does not provide a practical or cost-effective opportunity for direct or indirect subcontracting.

The tentative schedule for this contract is as follows:

Advertise	December 13, 2017
Proposals Received	February 2, 2018
Award	August 2, 2018
Completion	September 30, 2023

Funds for 2018 through 2023 are contingent upon the Board of Commissioners' approval of the District's

File #: 17-1241, **Version:** 1

budget for those years.

Requested, Mary Ann Boyle, Treasurer, MAB:WNS

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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1263, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, November 21, 2017

Dear Sir:

Bids were received and opened on 11/21/2017 for the following contracts:

CONTRACT 17-609-21 FURNISH AND DELIVER ENHANCED BIO-P CONTROL EQUIPMENT

LOCATION: VARIOUS

ESTIMATE: \$170,000.00

GROUP: A INSTRUMENT EQUIPMENT

GASVODA & ASSOCIATES, INC.	\$120,733.00
----------------------------	--------------

GROUP: B MISCELLANEOUS HARDWARE

GASVODA & ASSOCIATES, INC.	\$44,610.91
----------------------------	-------------

BIDDERS NOTIFIED: 1329

PLANHOLDERS: 32

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 #: 17-1273, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, November 14, 2017

Dear Sir:

Bids were received and opened on 11/14/2017 for the following contracts:

CONTRACT 17-304-11 ANNUAL MAINTENANCE, REPAIRING, RECHARGING, AND HYDROSTATIC PRESSURE TESTING OF PORTABLE FIRE EXTINGUISHERS FOR A THIRTY-SIX (36) MONTH PERIOD
LOCATION: VARIOUS

ESTIMATE: \$135,000.00

GROUP: TOTAL

U. S. FIRE & SAFETY EQUIPMENT COMPANY	\$101,444.00
---------------------------------------	--------------

BIDDERS NOTIFIED: 595 PLANHOLDERS: 12

CONTRACT 17-481-11 FURNISH AND DELIVER GENETEC SECURITY CENTER CAMERA CONNECTIONS LICENSE, SOFTWARE MAINTENANCE AND LABOR

LOCATION: VARIOUS

ESTIMATE: \$40,000.00

GROUP: TOTAL

PENTEGRA SYSTEMS LLC	\$27,526.95
MONTEL TECHNOLOGIES LLC	\$35,410.00

BIDDERS NOTIFIED: 107 PLANHOLDERS: 8

CONTRACT 17-482-11 FURNISH AND DELIVER POLYCOM-SKYPE-FOR-BUSINESS INTEGRATION USING REALCONNECT, CONTENTCONNECT AND ONE-TOUCH-DIAL APP

LOCATION: VARIOUS

ESTIMATE: \$30,000.00

GROUP: TOTAL

STAPLES CONTRACT & COMMERCIAL, INC.	\$28,663.18
OPERATING AS STAPLES BUSINESS ADVANTAGE	
ITSAVVY	\$31,086.12
SKC COMMUNICATION PRODUCTS LLC	\$34,080.25

BIDDERS NOTIFIED: 623 PLANHOLDERS: 18

CONTRACT 17-698-12 SALE OF COMPOSTED BIOSOLIDS (RE-BID)

LOCATION: FOREST VIEW, IL

File #: 17-1273, **Version:** 1

ESTIMATE: \$0.00

GROUP: A1 HASMA - NO CHARGE

SAJE GRO, LLC

\$0.00 - 3 INCREMENTS

GROUP: A2 HASMA - CONTRACTOR PAYS DISTRICT
NO BIDS RECEIVED

GROUP: B1 CALSMA - NO CHARGE

NO BIDS RECEIVED

GROUP: B2 CALSMA - CONTRACTOR PAYS DISTRICT
NO BIDS RECEIVED

BIDDERS NOTIFIED: 488

PLANHOLDERS: 8

CONTRACT 18-063-11 FURNISH & DELIVER V-BELTS AND CONVEYOR BELTS TO VARIOUS LOCATIONS
FOR A ONE-YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$39,000.00

GROUP: A V-BELTS

ACCENT BEARINGS COMPANY, INC. \$5,328.87

GROUP: B CONVEYOR BELTS

ACCENT BEARINGS COMPANY, INC. \$26,177.90

BIDDERS NOTIFIED: 162

PLANHOLDERS: 24

CONTRACT 18-102-11 BOAT MAINTENANCE, REPAIRS, PARTS AND SECURED DOCKAGE

LOCATION: VARIOUS

ESTIMATE: \$42,000.00

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 127

PLANHOLDERS: 6

CONTRACT 18-103-11 MAINTENANCE, REPAIRS AND PARTS FOR BOATS, OUTBOARD MOTORS, AND
TRAILERS

LOCATION: VARIOUS

ESTIMATE: \$14,000.00

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 127

PLANHOLDERS: 2

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 #: 17-1276, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on rejection of bids for Contract 17-903-41, Elevator Improvements at the Mainstream Pumping Station, estimated cost \$245,000.00

Dear Sir:

On July 6, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 17-903-41, Elevator Improvements at the Mainstream Pumping Station.

In response to a public advertisement of August 30, 2017, a bid opening was held on October 10, 2017. The bid tabulation for this contract is:

MID-AMERICAN ELEVATOR COMPANY, INC.	\$403,000.00
-------------------------------------	--------------

The bid submitted by Mid-American Elevator Company, Inc., is approximately 64 percent above the estimate and considered too high for an award. Therefore, their bid is rejected in the public's best interest. The Director of Procurement and Materials Management has informed Mid-American Elevator Company, Inc., of this action.

The contract will be re-advertised.

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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1278, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, November 28, 2017

Dear Sir:

Bids were received and opened on 11/28/2017 for the following contracts:

CONTRACT 17-366-11 PUBLIC TENDER OF BIDS A 10-YEAR LEASE ON 5.95 ACRES OF DISTRICT REAL ESTATE LOCATED AT 3154 S. CLAIFORNIA AVENUE IN CHICAGO, ILLINOIS; MAIN CHANNEL PARCELS 42.05 AND 42.16

LOCATION: CHICAGO, IL

ESTIMATE: \$117,000.00

GROUP: TOTAL

CONNELLY-GPM	\$117,000.00
--------------	--------------

BIDDERS NOTIFIED: 66	PLANHOLDERS: 12
----------------------	-----------------

CONTRACT 17-474-11 FURNISH AND DELIVER ONE-YEAR SITE LICENSE SOFTWARE MAINTENANCE RENEWAL OF FILEMAKER PRO SOFTWARE TO THE MWRDGC

LOCATION: MOB

ESTIMATE: \$31,050.00

GROUP: TOTAL

CDW GOVERNMENT LLC	\$30,024.00
ITSAVVY	\$30,523.50

BIDDERS NOTIFIED: 404	PLANHOLDERS: 11
-----------------------	-----------------

CONTRACT 17-903-42 ELEVATOR IMPROVEMENTS AT THE MAINSTREAM PUMPING STATION (RE-BID)

LOCATION: MAINSTREAM PUMPING STATION

ESTIMATE: \$245,000.00

GROUP: TOTAL

PARKWAY ELEVATORS, INC.	\$231,258.00
-------------------------	--------------

BIDDERS NOTIFIED: 61	PLANHOLDERS: 13
----------------------	-----------------

CONTRACT 18-100-11 FURNISH AND DELIVER COLLECTION, SHIPMENT, AND ANALYSIS OF WATER SAMPLES FROM THE THORNTON COMPOSITE RESERVOIR AND MONITORING WELLS; ANALYSIS OF MONITORING WELL SAMPLES FROM THE MCCOOK RESERVOIR SITE

LOCATION: MCCOOK RESERVOIR

ESTIMATE: \$97,640.00

File #: 17-1278, **Version:** 1

GROUP: TOTAL

ANDREWS ENGINEERING, INC. \$96,625.00

BIDDERS NOTIFIED: 348 PLANHOLDERS: 21

CONTRACT 18-104-11 INSPECTION, MAINTENANCE AND REPAIR OF LYSIMETERS AND
GROUNDWATER MONITORING WELLS

LOCATION: VARIOUS

ESTIMATE: \$40,000.00

GROUP: TOTAL

PATRICK ENGINEERING, INC. \$37,500.00

BIDDERS NOTIFIED: 371 PLANHOLDERS: 11

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 #: 17-1292, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 17-RFP-39 Services to Source and Deliver Wood Chips to the Harlem Avenue and Calumet Solids Management Areas

Dear Sir:

Request for proposal (RFP) documents have been prepared for 17-RFP-39 Services to Source and Deliver Wood Chips to the Harlem Avenue and Calumet Solids Management Areas, at the request of the Maintenance and Operations Department.

The purpose of this request for proposal is to obtain professional services to deliver up to 350,000 cubic yards of wood chips annually to the Harlem Avenue and Calumet Solids Management Areas (HASMA and CALSMA) to produce Class A Exceptional Quality composted biosolids as part of the resource recovery program. The Contractor will be able to provide proposals under one of the following cost structures: 1) pay the District to accept the wood chips, 2) furnish the wood chips to the District free of charge, or 3) receive payment from the District for the wood chips.

No bid deposit is required for this Proposal.

Appendix A will not be included in this request for proposal. The purpose of this Request for Proposal is to identify brokers to sustainably source and deliver wood chips to both the Harlem Avenue Solids Management Area and the Calumet Solids Management Area. There is no estimated cost for the service.

The tentative schedule for this contract is as follows:

Advertise	January 31, 2018
Proposals Accepted	March 2, 2018
Award	May 10, 2018
Completion	December 31, 2021

Requested, John P. Murray, Director of Maintenance and Operations, BAP:SO'C:MAG:JR
Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management
JPM:BAP:SO'C:MAG



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1246, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to amend Board Order of August 31, 2017, regarding Contract 17-304-11 Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period, Agenda Item No. 22, File No. 17-0815

Dear Sir:

At the Board meeting of August 31, 2017, the Board of Commissioners duly ordered the above stated action, Agenda Item No. 22, File No. 17-0815.

Textual errors in the transmittal letter and resulting order indicated, Contract documents and specifications have been prepared for Contract 17-304-11, the Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period beginning November 1, 2017. The estimated cost for this contract is \$135,000.00. The estimated 2017, 2018, and 2019 expenditures are \$20,000.00 for year 2017 and \$57,500.00 each for years 2018 and 2019. Funds for 2017 are available in Account 101-25000-612780. Funds for subsequent years, 2018 and 2019, are contingent on the Board of Commissioners' approval of the District's budget for those years.

Same should have read, Contract documents and specifications have been prepared for Contract 17-304-11, the Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period beginning January 1, 2018. The estimated cost for this contract is \$135,000.00. The estimated 2018, 2019, and 2020 expenditures are \$45,000.00 for each year. Funds for 2018, 2019 and 2020 are contingent on the Board of Commissioners' approval of the District's budget for those years.

All other information provided in the transmittal letter is correct.

Therefore, it is requested that the aforesaid Board order of August 31, 2017 be amended to effect the changes set forth above, otherwise to remain in force and effect as heretofore enacted.

Requested, Beverly K. Sanders, Director of Human Resources, BKS:RJ

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 December 7, 2017.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1255, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization for payment to the U.S. Water Alliance for the 2018 annual membership dues and the 2018 Value of Water Campaign Sponsorship in the amount of \$35,000.00, Account 101-15000-612280

Dear Sir:

Authorization is requested to make payment to the U.S. Water Alliance for the 2018 annual membership dues and the 2018 Value of Water Campaign Sponsorship in the amount of \$35,000.00. The term of the District's membership is January 1, 2018 to December 31, 2018.

The U.S. Water Alliance was established in 2008 to support "One Water" management, a concept that emphasizes the importance and value of each aspect of the water cycle and promotes more integrated, sustainable management of water and watersheds. The District has been a continuing member in support of the U.S. Water Alliance's work in exploring the complex issue of water sustainability.

Coordinated by the U.S. Water Alliance, the Value of Water Campaign educates and inspires people about how water is essential, invaluable, and in need of investment. The Value of Water Campaign brings together the best minds across the water industry and focuses on best-in-class communications and education tools, including national advocacy events such as "Infrastructure Week" and "Imagine a Day Without Water", to draw attention to the water infrastructure crisis and to spotlight solutions.

Inasmuch as the U.S. Water Alliance membership and the Value of Water Campaign Sponsorship are not available through any other source, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

It is hereby recommended that the Board of Commissioners authorize payment, by direct voucher, to the U.S. Water Alliance, in the amount of \$35,000.00. Funds will be available in Account 101-15000-612280 contingent on the Board of Commissioners' approval of the District's budget for 2018.

Requested, Eileen M. McElligott, Administrative Services Officer, JRM:TG:PS
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1285, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to forfeit Contract 16-810-21, Furnish and Deliver Six Submersible Grit Pumps to the Calumet Water Reclamation Plant, to Atlas & Associates, Inc., in an amount not to exceed \$96,000.00 Account 201-50000-634650, PO# 3091607

Dear Sir:

On July 7, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 16-810-21, Furnish and Deliver Six Submersible Grit Pumps to the Calumet Water Reclamation Plant.

On October 6, 2016, the Board of Commissioners authorized the award of Contract 16-810-21 to Atlas & Associates, Inc., to furnish and deliver six submersible grit pumps to the Calumet Water Reclamation Plant.

On October 21, 2016, purchase order number 3091607 was issued to Atlas & Associates, Inc., with a delivery due date of February 23, 2017. As of October 27, 2017, Atlas & Associates, Inc., has failed to furnish and deliver the six specified submersible pumps, as ordered, in a timely manner. An email correspondence was received by the Resident Engineer on February 27, 2017, stating that the manufacture of the pumps would be delayed until May 15, 2017. The contractor later provided a date of September 9, 2017, but the pumps were shipped to Thomasville, Georgia on September 27, 2017. The Resident Engineer was notified on October 24, 2017 that the pumps were available for delivery but held by the distributor awaiting payment from Atlas & Associates, Inc. (Atlas).

A meeting was held on November 1, 2017, among the District, the distributor and the contractor, where Atlas verbally stated that it was their intention to cancel the contract. Atlas & Associates, Inc., confirmed their intention of cancelling the contract later that evening, via email. Therefore, the Director of Procurement and Materials Management has advised Atlas & Associates, Inc., that their contract will be forfeited in accordance with Section 70 ILCS 2605/11.11 of the Purchasing Act.

At the Board Meeting of February 2, 2017, Atlas & Associates, Inc., was placed on the District's list of non-responsible vendors for a two-year period expiring February 2, 2019. Based on Atlas's failure to perform according to contract specifications for non-delivery of equipment on this contract, an additional two-year period has been added. Therefore, Atlas & Associates, Inc., will remain on the District's list until February 2, 2021.

In view of the foregoing, the Director of Procurement and Materials Management recommends the award of Contract 16-810-21, to Atlas & Associates, Inc., in an amount of \$96,000.00, be forfeited.

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

File #: 17-1285, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1233, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 18-901-21 Furnish and Deliver Motor Excitation Control Equipment to the Stickney Water Reclamation Plant, estimated cost \$290,000.00, Account 201-50000-634600, Requisition 1479586

Dear Sir:

Contract documents and specifications have been prepared for Contract 18-901-21, Furnish and Deliver Motor Excitation Control Equipment to the Stickney Water Reclamation Plant, at the request of the Maintenance and Operations Department.

The purpose of this contract is to procure ten exciter control panels and three exciter control wheels for the main sewage pumps located at the Stickney Water Reclamation Plant Southwest Pumping Station and West Side Pumping Station. The exciter control panels and control wheels are used to control the synchronous motors on the large main sewage pumps. The new and upgraded exciter control panels and control wheels will replace the existing, obsolete equipment that has failed on a number of occasions, interrupted critical pumping operations and is increasingly very costly to repair.

The estimated cost for this contract is \$290,000.00.

The bid deposit for this contract is \$14,500.00.

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

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

The tentative schedule for this contract is as follows:

Advertise	January 10, 2018
Bid Opening	January 30, 2018
Award	February 15, 2018
Completion	December 31, 2018

Funds are being requested in 2018 in Account 201-50000-634600 and are contingent on the Board of Commissioners' approval of the budget.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 18-901-21.

File #: 17-1233, **Version:** 1

Requested, John P. Murray, Director of Maintenance and Operations, BAP:SO'C:MAG:JR:JMC:WB

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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1236, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 18-109-11 Maintenance Services and Consumables for the Calumet Analytical Laboratory Reagent Grade Water System, estimated cost \$20,000.00, Accounts 101-16000-612490 and 101-16000-623570, Requisition 1480247

Dear Sir:

Contract documents and specifications have been prepared for maintenance services and consumables for the Calumet Analytical Laboratory (CAL) reagent grade water system. The term of this contract is two years, beginning approximately February 15, 2018 and ending December 31, 2019.

The purpose of this contract is to maintain the reagent grade water system of the CAL, which is required to run NPDES permit analyses for the Calumet and Lemont Water Reclamation Plants.

The estimated cost for this contract is \$20,000.00.

A bid deposit is not required for this contract.

The Multi-Project Labor Agreement is not applicable to this contract because the classification of work does not fall within the provisions of the MPLA.

The Affirmative Action Ordinance, Revised Appendix D is not 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 contract is as follows:

Advertise	January 10, 2018
Bid Opening	January 30, 2018
Award	February 15, 2018
Completion	December 31, 2019

The estimated expenditure for 2018 is \$10,000.00 and 2019 is \$10,000.00. Funds for the 2018 and 2019 expenditures 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 18-109-11.

Requested, Edward W. Podczerwinski, Director of Monitoring and Research, EWP:KB:RA:DC:VC:cs/ae
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 17-1236, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1250, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 17-845-3P Heavy Equipment Storage Building Site Improvements, Bulk Material Storage Building, Calumet Water Reclamation Plant, O'Brien Water Reclamation Plant, estimated cost between \$1,501,000.00 and \$1,817,000.00, Account 401-50000-645680, Requisition 1480002

Dear Sir:

Contract documents and specifications have been prepared for Contract 17-845-3P Heavy Equipment Storage Building Site Improvements, Bulk Material Storage Building, Calumet Water Reclamation Plant, O'Brien Water Reclamation Plant (WRPs).

The purpose of this project is to implement site improvements around the perimeter of the Heavy Equipment Storage Building at the Calumet WRP and to construct a new Bulk Material Storage Building at the O'Brien WRP.

The project consists of the following:

1. Construct a new concrete pavement surrounding the Heavy Equipment Storage Building and provide a new concrete driveway connecting to the roadway to the west at the Calumet WRP.
2. Install two Bio-Swales on the east and west sides of the Heavy Equipment Storage Building at the Calumet WRP.
3. Install yard lighting and pavement striping at the Calumet WRP.
4. Construct a new Bulk Material Storage Building and provide a new concrete driveway at the O'Brien WRP.
5. Relocate a gravel road to the north of the Bulk Material Storage Building at the O'Brien WRP.
6. Provide suitable drainage and erosion control measures around the perimeter of both work sites at the Calumet and O'Brien WRPs.

It is estimated that 16 jobs will be created or saved as a result of award of this contract with an estimated 4,435 man-hours of skilled trades utilized.

The estimated cost for this contract is between \$1,501,000.00 and \$1,817,000.00.

The bid deposit for this contract is \$90,850.00.

The contract specifications require that all work shall be completed within 365 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.

File #: 17-1250, **Version:** 1

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 "General Construction" 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, 10 percent WBE, and 10 percent SBE.

The tentative schedule for this contract is as follows:

Advertise	January 17, 2018
Bid Opening	February 20, 2018
Award	May 3, 2018
Completion	May 2, 2019

Funds are being requested in 2018, in Account 401-50000-645680, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 17-845-3P.

Requested, Marcella V. Landis, Acting Director of Engineering, ECB: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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1164, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue a purchase order and enter into an agreement with Microvi Biotech Inc., for Professional Engineering Services for MicroNiche™ Biocatalyst Technology Research Project Study at the O'Brien Water Reclamation Plant, in an amount not to exceed \$50,300.00, Account 201-50000-612430, Requisition 1478118 (*Deferred from the November 16, 2017 Board Meeting*)

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Microvi Biotech Inc. (Microvi), for professional engineering services for MicroNiche™ Biocatalyst Technology Research Project Study at the Terrence J. O'Brien (O'Brien) Water Reclamation Plant (WRP).

The MicroNiche™ technology is a suite of products that target specific pollutants for removal by way of biocatalysts that are self-contained stable communities of mature organisms. The goal of the MicroNiche™ technology is to remove biochemical oxygen demand (BOD), ammonia, phosphorus, and nitrogen in a manner that provides numerous benefits over the traditional activated sludge process and Enhanced Biological Phosphorus Removal (EBPR) processes. Anticipated benefits include accomplishing phosphorus uptake in a tank volume much less than that required for the traditional EBPR process. If proven successful, this technology could be applied at the O'Brien WRP, which may not have sufficient aeration tank capacity for the traditional EBPR process. In addition, laboratory-scale research has shown that this technology removes BOD and ammonia in a much smaller tank volume, and with less air requirements, than conventional activated sludge, leading to a potential 35 percent reduction in energy costs. MicroNiche™ operates with 95 percent less secondary solids production than the existing activated sludge process, which could have multiple benefits if applied at the O'Brien WRP, including lower solids loading on the final clarifiers during stressed periods, less impact on the aging sludge force main, and a significant savings in solids processing costs at the Stickney WRP. Implantation of MicroNiche™ could likely be accomplished through repurposing the existing aeration tanks with a modest amount of modifications.

This technology was brought to the Metropolitan Water Reclamation District of Greater Chicago's (District) attention, with a recommendation for pilot testing, after review and preparation of a techno-economic evaluation by Current Innovation, NFP, a Chicago area research consortium of which the District is a founding member. Pilot testing of this technology will allow the District to verify the stated benefits of this technology and develop a basis of design, if it is determined to be a viable technology for full-scale implementation.

Microvi has submitted a proposal to investigate this technology through a pilot system at the O'Brien WRP. The goals of the project are as follows: (1) validate that the technology can achieve effluent requirements relative to the future O'Brien WRP NPDES permit with respect to BOD, ammonia, and phosphorus; (2) quantify reduction in operating costs and solids production; (3) assess ease of operation of the system; and (4) establish design and economic parameters that will enable the District to prepare a life-cycle analysis of the feasibility and economics of a full-scale application at the O'Brien WRP.

File #: 17-1164, Version: 1

The time for completion of the research project is 12 months after award of the contract. There are no provisions in the agreement for the extension of time, except for such reasonable period as may be agreed upon between parties. The deliverables to be provided under this agreement include:

- a. MicroNiche™ Biocatalysts under a lease arrangement
- b. Conceptual design of the pilot system
- c. Pilot system operating protocols and parameters
- d. Summary report on the operational results, operating parameters, design criteria that can be used to establish full scale design, estimated operating and maintenance costs, and estimated capital costs.

The pilot facility will be designed in-house by the Monitoring and Research (M&R) Department, using the basis of design provided by Microvi, and constructed by District trades with equipment procured by the M&R Department. The day-to-day operation of the pilot system will be run by the M&R Department and maintained by the Maintenance and Operations Department on an as-needed basis. The M&R Department will perform all laboratory analysis. Microvi will provide their services, including conceptual design and expert advice during startup and operation, free of charge. Microvi will lease the MicroNiche™ biocatalyst technology to the District for the duration of the research study. In addition, the District will reimburse Microvi for travel costs.

In addition, the District will be responsible for providing the pilot unit which will consist of several small (2,000 gallon +/-) tanks, pumps, mixers, piping, and instrumentation. The pilot unit will be fabricated either using in-house trades, or through a bid contract. It is estimated that the pilot plant equipment, which is not a part of this transmittal letter will cost approximately \$250,000.00.

The components of the total fee for the agreement are as follows:

1.	Lease of MicroNiche™ Biocatalyst Technology	\$30,000.00
2.	Travel Reimbursement	<u>\$20,300.00</u>
Total Fee (Not to Exceed)		\$50,300.00

Microvi is the sole-provider of the MicroNiche™ Biocatalyst Technology and possesses a high degree of professional skill, and has submitted prices for the services required. Inasmuch as Microvi 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).

Microvi is not registered to transact business in the State of Illinois, but has submitted a certificate of good standing from the State of California. The Director of Monitoring and Research has given approval to move forward with the recommendation to issue.

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 Microvi in an amount not to exceed \$50,300.00.

Funds are being requested in 2018, in Account 201-50000-612430, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Edward P. Podczewinski, Director of Monitoring and Research, EWP:KMB:RA:TK:ae
 Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
 Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 17-1164, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1175, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and amend an agreement with e-Builder, Inc. to Furnish and Deliver e-Builder Electronic Project Management System and Technical Support Services, in an amount not to exceed \$937,017.21, Account 101-27000-612820, Requisition 1475898 (*Deferred from the November 16, 2017 Board Meeting*)

Dear Sir:

Authorization is requested to issue a purchase order and amend an agreement with e-Builder, Inc., for e-Builder Electronic Project Management System and technical support services for a thirty-seven month period. This purchase order will expire on February 1, 2021.

The e-Builder Electronic Project Management System is used by the Engineering Department to manage the District's Capital Improvement Plan (CIP) projects and report on CIP expenditures, as well as the various metrics used in the department. In addition, the software is used for data collection and reporting of compliance with the Affirmative Action Ordinance, Appendix D, as recommended by the Disparity Study conducted in 2015.

e-Builder, Inc., the sole service provider of e-Builder Electronic Project Management System and Technical Support Services has submitted prices for the services required. Inasmuch as e-Builder, Inc., 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).

e-Builder, Inc. 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 amend an agreement with e-Builder, Inc., in an amount not to exceed \$937,017.21.

The estimated expenditure for 2018 is \$313,150.67 are available in Account 101-27000-612820. The estimated expenditure for 2019 is \$305,148.80 and 2020 is \$318,717.74. Funds for the 2018, 2019 and 2020 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:BVS:bvs
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1237, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with Brinkmann Instruments, Inc. d/b/a Metrohm USA, Inc., to furnish and deliver an Ion Chromatograph with Autosampler, in an amount not to exceed \$68,257.00, Account 101-16000-634970, Requisition 1476778

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Brinkmann Instruments, Inc. d/b/a Metrohm USA, Inc. (Metrohm) to furnish and deliver an ion chromatograph with autosampler. The Monitoring and Research Department's Egan Analytical Laboratory at the John E. Egan Water Reclamation Plant (WRP) will use this equipment. This purchase order will expire on February 14, 2018.

The equipment will be used to determine fluoride, chloride and sulfate anion concentrations in samples submitted for analysis by the Maintenance and Operations Department for treatment plant monitoring, and by the Environmental Monitoring and Research Division to offer research project support.

The fluoride analysis is required by District WRP NPDES permits. The analysis of chloride and sulfate samples is required for wastewater treatment plant operations. The analysis of chloride is also an increasingly requested analysis for environmental studies. Ion chromatography provides a single instrument technique that allows for the sequential measurement of these anions in a single sample. Ion chromatography eliminates the need to use hazardous and costly reagents. The instrument uses a single environmentally-friendly reagent. The software controlling the instrument allows it to operate without the need of constant monitoring by an analyst. This would allow the instrument to complete the required analyses overnight without analyst attention, if necessary.

Recently, two patented technologies have been developed for ion chromatographic analysis of fluoride, chloride and sulfate anions that are necessary to attain the analytical sensitivity and sustainability of operation required by the Egan Analytical Laboratory. The first is a triple-chamber capillary chemical suppressor. This suppressor will reduce background noise, thus providing the greatest sensitivity that will lead to the lowest detection limits possible for the analysis of the fluoride, chloride and sulfate anions. In addition, it will automatically clean the cartridge and rinse it, making it ready to analyze another sample. This automatic cleaning step will reuse the same chemicals multiple times and will reduce chemical cost, chemical waste and save technician time. The second technology is inline sample preparation with filtration. This is an internal filtration step that has reusable filters which eliminates the need for more costly, disposable filters that would otherwise be needed. These two technologies are only available with the Metrohm instrument.

Metrohm, the sole-service provider to furnish, deliver, and install an ion chromatograph with autosampler for fluoride, chloride and sulfate samples, has submitted pricing for the equipment and services required. Inasmuch as Metrohm is the only source of supply for the equipment and services required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

File #: 17-1237, **Version:** 1

Metrohm is not registered to transact business in Illinois, but has submitted a certificate of good standing from the State of Florida. The Director of Monitoring and Research has given approval to move forward with the recommendation to issue.

The Multi-Project Labor Agreement is not applicable due to the specialized nature of the equipment and 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 Brinkmann Instruments, Inc. d/b/a Metrohm, in an amount not to exceed \$68,257.00.

Funds for 2018 are being requested in Account 101-16000-634970 and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Edward W. Podczerwinski, Director of Monitoring and Research, EWP:KB:RA:DC:JC:bb/ae
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1247, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 17-304-11, Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period, to U.S. Fire & Safety Equipment Company, in an amount not to exceed \$107,444.00, Account 101-25000-612780, Requisition 1470413

Dear Sir:

On August 31, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-304-11, Annual Maintenance, Repairing, Recharging, and Hydrostatic Pressure Testing of Portable Fire Extinguishers for a Thirty-Six (36) Month Period. Correction of textual errors in the transmittal letter for contract 17-304-11 are also on the agenda of the Board Meeting of December 7, 2017. The contract will expire on December 31, 2020.

In response to a public advertisement on October 11, 2017, a bid opening was held on November 14, 2017. The bid tabulation for this contract is:

U.S. FIRE & SAFETY EQUIPMENT COMPANY	*\$107,444.00
*Corrected total	

Five hundred ninety-five (595) companies were notified of this contract being advertised and twelve (12) companies requested specifications. U.S. Fire & Safety Equipment Company, the sole responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$135,000.00, placing the bid of \$107,444.00, approximately 20.4 percent below the estimate.

The Director of Procurement and Materials Management has reviewed the bidders' list for this contract, and is satisfied that the market for this service has been adequately solicited. A planholders' survey revealed the following reason for not bidding: lack of interest in or inability to provide the required services. In light of these findings, the Director of Procurement and Materials Management is of the opinion that the bid received is a fair and reasonable price, and nothing would be gained by rejecting the sole bid and re-advertising this contract.

The Multi-Project Labor Agreement (MPLA) was not applicable to this contract because the classification of work does not fall within the provisions of MPLA.

The Affirmative Action Ordinance, Revised Appendix D is not applicable to this contract because the requested services do not provide practical or cost-effective opportunities for direct or indirect subcontracting, and there is an insufficient number of minority, women and small business enterprises available to bid on these services.

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 17-304-11 to U.S. Fire & Safety Equipment Company, in an

File #: 17-1247, **Version:** 1

amount not to exceed \$107,444.00. The bid deposit in the amount of \$6,750.00 shall be retained in lieu of a performance bond, which is satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

Funds for the 2018 expenditures, in the amount of \$35,815.00 are available in Account 101-25000-612780. The estimated expenditures for 2019 and 2020 are \$35,815.00 and \$35,814.00 respectively. Funds for the 2018, 2019, and 2020 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Beverly K. Sanders, Director of Human Resources, BKS:RJ:EK:JHC

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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1249, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with the law firm of Valentine Austriaco & Bueschel, P.C. to represent and counsel the Metropolitan Water Reclamation District of Greater Chicago in connection with bankruptcy and collection matters in an amount not to exceed \$50,000.00, Account Number 101-30000-612430, Requisition 1480505

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with the law firm of Valentine Austriaco & Bueschel, P.C. to represent and counsel the District in connection with bankruptcy and collection matters in an amount not to exceed \$50,000.00. This contract will be for a period of two years with an option to extend for an additional year.

The District has enacted two ordinances which protect the public health and safety by abating and preventing pollution through the regulation and control of the quantity and quality of sewage, industrial wastes, and other wastes admitted to or discharged into the sewerage systems, sewage treatment facilities, and waters under the jurisdiction of the District. The User Charge Ordinance establishes the rates ("User Charges") for wastewater treatment services provided to non-residential wastewater discharges with the District's jurisdiction. The District's Sewage and Waste Control Ordinance ("SWCO") sets the limits for various pollutants that a facility's discharged wastewater may contain and establishes an enforcement program when a discharger violates those limits.

When a discharger fails to pay the User Charges it owes or fails to pay the non-compliance enforcement charges assessed against it for violating the District's SWCO, the District's Law Department is called upon to assist in the collection of those delinquent charges. Quite frequently, the District finds that the User has filed for bankruptcy protection.

Based on the complexity of bankruptcy laws, specifically as to the rights of a governmental entity as a creditor, it is recommended that a bankruptcy attorney be retained to protect the District's creditor's rights relative to lien and mortgage foreclosure actions, wage garnishments, assignments for the benefit of creditors, recommendations for write-offs, and other possible ancillary matters related to creditor issues.

The District solicited four (4) law firms possessing the expertise to provide the requested legal services. Two law firms responded to the District's request for qualifications by submitting letters of interest. The two firms were interviewed by an evaluation committee comprised of staff from Law, Finance, and Procurement and Materials Management Departments. Based on evaluation criteria, a composite evaluation score was calculated from the committee's individual evaluations. A solicitation was sent to each firm for an unqualified "best and final" offer.

Valentine Austriaco & Bueschel, P.C., is a woman-owned firm with the requisite expertise in bankruptcy and

File #: 17-1249, **Version:** 1

collection matters, including creditor's rights and lien priority disputes. The firm has agreed to hourly rates of: \$320.00 for Managing Partner, \$300.00 for Partner, \$240.00 for Senior Associate, \$220.00 for Associate, and \$80.00 for Paralegal services, which are the firm's reduced fees for governmental clients.

Therefore, it is requested that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with the law firm of Valentine Austriaco & Bueschel, P.C. to represent the District in bankruptcy and collection matters in an amount not to exceed \$50,000.00.

Funds for the 2017 expenditures in the amount of \$10,000.00 are available in Account 101-30000-612430. The estimated expenditures for 2018 are \$25,000.00 and 2019 are \$15,000.00. Funds for the 2018 2019 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Susan T. Morakalis, General Counsel, STM:LLD:PS:TN:nm

Recommended, Darlene 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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1261, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 17-481-11, Furnish and Deliver Genetic Security Center Camera Connections License, Software Maintenance and Labor, to Pentegra Systems, LLC, in an amount not to exceed \$28,269.99, Accounts 101-27000-612430, 612820, 201-50000-634810, Requisition 1469432

Dear Sir:

On August 31, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 17-481-11, Furnish and Deliver Genetic Security Center Camera Connections License, Software Maintenance and Labor.

In response to a public advertisement of November 1, 2017, a bid opening was held on November 14, 2017. The bid tabulation for this contract is:

PENTEGRA SYSTEMS LLC	*\$28,269.99
MONTEL TECHNOLOGIES LLC	\$35,410.00
*corrected total	

One hundred seven (107) companies were notified of this contract being advertised and eight (8) companies requested specifications.

Pentegra System LLC, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$40,000.00, placing their bid of \$28,269.99 approximately 29 percent below the estimate.

The contract terminates on December 31, 2017.

The Multi-Project Labor Agreement is 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 issue a purchase order for Contract 17-481-11 to Pentegra Systems, LLC, in an amount not to exceed \$28,269.99.

There was no bid deposit required for this contract.

Funds are available in Accounts 101-27000-612430, 612820, 201-50000-634810.

File #: 17-1261, **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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1264, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase orders and enter into agreements for Contract 18-RFP-01 State Legislative Consulting Services, with Charles R. Vaughn, in an amount not to exceed \$21,000.00, Ado L. Rugai Attorney at Law, in an amount not to exceed \$21,000.00, Law Offices of Paul L. Williams & Associates, in an amount not to exceed \$21,000.00, and Miguel A. Santiago Consulting, Inc., in an amount not to exceed \$21,000.00, Account 101-15000-612430, Requisition 1472035

Dear Sir:

Authorization is requested to issue purchase orders and enter into agreements with Charles R. Vaughn, Ado L. Rugai Attorney at Law, Law Offices of Paul L. Williams & Associates, and Miguel A. Santiago Consulting, Inc. for state legislative consulting services.

This request for proposal is for services of state legislative consultants to work with the District's legislative liaison and staff to develop and facilitate the District's annual state legislative program.

Contract 18-RFP-01 was advertised on September 13, 2017. Eighty-five (85) firms were notified, with nineteen (19) requesting proposals. Ten (10) proposals were received on October 6, 2017 from a consortium of Liz-Brown Reeves Consulting, Aptus Strategies, Roger C. Marquardt & Co and Ron Holmes Consulting; Dorgan, Butcher & Phelps LLC; The August Group, Ltd., and Susan M. Sikes; Nekritz Amdor Consulting LLC; Ado L. Rugai, Attorney at Law; Miguel A. Santiago Consulting, Inc.; Tristan & Cervantes; Charles R. Vaughn; and Law Offices of Paul L. Williams & Associates. The proposal from the consortium of Liz-Brown Reeves Consulting, et al. was deemed non-responsive.

The proposals were reviewed and evaluated by a panel consisting of staff from General Administration, the Law Department, and the Department of Procurement & Materials Management. The proposals were rated on understanding and approach to the scope of work, consultant technical competence, and cost of services. Each department provided one (1) ranking for each firm who met the listed qualifications in the contract documents. The proposals from Dorgan, Butcher & Phelps LLC; The August Group, Ltd., and Susan M. Sikes; and Nekritz Amdor Consulting LLC were removed from consideration due to failure to meet the requirement that the proposer has been in business for a minimum of five (5) consecutive years, and have a minimum of at least five (5) consecutive years' experience in legislative consulting. The remaining proposers were then invited to give presentations to the evaluation panel. The presentations were rated on understanding and approach to the scope of work and consultant technical competence.

Mr. Charles R. Vaughn's, Mr. Ado L. Rugai's, Mr. Paul L. Williams', and Mr. Miguel A. Santiago's knowledge of the District's needs, goals, and objectives, and their experience with the legislative process in the Illinois General Assembly, qualifies them as the best suited to provide the requested services to the District.

Further, it should be noted that the District, as a governmental body, has a legitimate public interest in making

File #: 17-1264, **Version:** 1

certain that the expenditure of public funds is done in an efficient and effective manner while also serving the various diverse populations and communities that formulate the District's vast service area.

The agreements will begin upon Board approval and execution of agreements and purchase orders and continue for approximately six (6) months during the 2018 Illinois General Assembly and veto session. There is an option to extend the services for two (2) additional General Assembly and veto sessions at the same monthly fee. The monthly fee will remain fixed during the entire contract period. The option to extend is at the sole discretion of the District and will be approved by the Board of Commissioners.

Inasmuch as Mr. Charles R. Vaughn, Mr. Ado L. Rugai, Mr. Paul L. Williams, and Mr. Miguel A. Santiago possess a high degree of professional skills, it is recommended that the Director of Procurement & Materials Management be authorized to issue purchase orders and enter into agreements per Section 11.4 of the Purchasing Act, in an amount not to exceed \$21,000.00 for each consultant.

Funds are being requested in 2018 in Account 101-15000-612430 and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Eileen M. McElligott, Administrative Services Officer, JRM
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1269, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with CDW Government LLC, for Mimecast Advanced Threat Security and Support, in an amount not to exceed \$87,175.00, Account 101-27000-623800, Requisition 1480238

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with CDW Government LLC, for Mimecast Advanced Threat Security and Support. This purchase order will expire on December 31, 2018.

Mimecast Advanced Threat Security provides critical defense to protect against advanced threats and data loss. With their comprehensive cloud-based enterprise-grade email protection, Mimecast solves critical email security issues with targeted threat protection, spam and multi-layered malware protection, and data leak prevention.

On February 22, 2012, The City of Chicago advertised a Request for Proposal (RFP) for "Computer Hardware, Software Peripherals and Related Maintenance and Installation Services" in collaboration with the Cook County. Multiple responses were received by the proposal due date of June 6, 2012. CDW Government LLC was awarded the three-year contract effective October 1, 2014, with an option to extend the contract for two additional one-year terms. On September 28, 2017, the City of Chicago contract was extended to September 30, 2019. 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 Mimecast Advanced Threat Security and 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 services required, nothing would be gained by advertising for bids (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 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 CDW Government LLC, in an amount not to exceed \$87,175.00.

Funds for the 2017 expenditure, in the amount of \$87,175.00, are available in Account 101-27000-623800.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:RP

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

File #: 17-1269, **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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1271, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 18-045-11, Publish Invitations to Bid for Contracts, Legal Notices for Original Entrance and Promotional Civil Service Examinations, and Other Legal Notices for a One-Year Period, to Sun-Times Media Productions, LLC, in an amount not to exceed \$54,600.00, Account 101-20000-612360, Requisition 1478066

Dear Sir:

On September 14, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 18-045-11, Publish Invitations to Bid for Contracts, Legal Notices for Original Entrance and Promotional Civil Service Examinations, and Other Legal Notices for a One-Year Period.

In response to a public advertisement of October 11, 2017, a bid opening was held on October 31, 2017. The bid tabulation for this contract is:

SUN-TIMES MEDIA PRODUCTIONS, LLC	\$54,600.00
CHICAGO TRIBUNE COMPANY, LLC	\$57,400.00
THE LAWNGDALE NEWS GROUP	\$196,000.00
CHICAGO DEFENDER NEWSPAPER	*\$227,500.00
*Corrected Total	

Forty (40) companies were notified of this contract being advertised and ten (10) companies requested specifications.

Sun-Times Media Productions, LLC, the lowest responsible bidder, is proposing to perform the contract in accordance with specifications. The estimated cost for this contract was \$55,000.00, placing the bid of \$54,600.00 approximately 0.73 percent below the estimate.

The contract will be completed by December 31, 2018.

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 18-045-11, to Sun-Times Media, LLC, in an amount not to exceed \$54,600.00. A purchase order will be issued for the services as required. Payment will be based on the unit cost as indicated in the contract documents.

There was no bid deposit required for this contract.

Funds are being requested in 2018, in the amount of \$54,600.00, in Account 101-20000-612360. Funds for the 2018 expenditure is contingent on the Board of Commissioners' approval of the District's budget for that

File #: 17-1271, **Version:** 1

year.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MS:np
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1277, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase orders to Staples Contract and Commercial, Inc. to Furnish and Deliver Miscellaneous Non-Stock Office Supplies to Various Locations under the National Joint Powers Alliance Purchasing (NJPA) Co-operative Contract Number 010615-SCC, in an amount not to exceed \$77,100.00, Accounts 101, 501-11000, 15000, 16000, 20000, 25000, 27000, 30000, 40000, 50000, 66000, 67000, 68000, 69000-623520, Requisitions 1462110, 1474786, 1474787, 1474924, 1474926, 1474939, 1475283, 1475299, 1475311, 1475505, 1475513, 1476575, and 1476576

Dear Sir:

On May 19, 2011, the Board of Commissioners authorized to participate in the National Joint Powers Alliance (NJPA) co-operative. The Metropolitan Water Reclamation District of Greater Chicago has the ability to participate under State Statute (5 ILCS 220), the Intergovernmental Cooperation Act.

On August 1, 2015, the National Joint Powers Alliance (NJPA) co-operative entered into an agreement with Staples Contract and Commercial, Inc., under contract number 010615-SCC, to furnish and deliver office, school, and other workplace-related supplies and services. The contract has a term of four years, from August 1, 2015 through August 1, 2019.

Authorization is being requested to participate in the National Joint Powers Alliance (NJPA) co-operative contract agreement with Staples Contract and Commercial, Inc. under contract number 010615-SCC, to furnish and deliver miscellaneous non-stock office supplies to various locations.

Departments participating on this contract are the Board of Commissioners, General Administration, Monitoring and Research, Procurement and Materials Management, Human Resources, Information Technology, Law, Finance, Engineering, and Maintenance and Operations. The departments will issue new requisitions for each annual renewal period for this contract and will seek Board approval for each annual renewal period. The requested amount, not to exceed \$77,100.00, is for the period ending December 31, 2018.

As it relates to this contract, the term "miscellaneous non-stock" office supplies shall not include the following: toner cartridges, certain calculators, office furniture, printing services, telephones, dictation equipment, fax machines, copier machines, audio-visual equipment, computer equipment and electrical appliances.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue purchase orders to Staples Contract and Commercial, Inc. in an amount not to exceed \$77,100.00.

File #: 17-1277, **Version:** 1

Funds are available in Accounts 101, 501-11000, 15000, 16000, 20000, 25000, 27000, 30000, 40000, 50000, 66000, 67000, 68000, 69000-623520.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:JN:kp
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1288, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 17-611-21, Furnish and Deliver Uninterruptible Power Supplies for the Kirie and Egan Water Reclamation Plants to CDW Government LLC, in an amount not to exceed \$66,199.00, Account 201-50000-634650, Requisition 1470093

Dear Sir:

On August 31, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-611-21, Furnish and Deliver Uninterruptible Power Supplies for the Kirie and Egan Water Reclamation Plants.

In response to a public advertisement on October 11, 2017, a bid opening was held on October 31, 2017. The bid tabulation for this contract is:

HELSEL-JEPPERSON ELECTRICAL, INC.	*\$11,614.00
CDW GOVERNMENT LLC	\$66,199.00
*corrected total	

Seven hundred eleven (711) companies were notified of this contract being advertised and forty-six (46) companies requested specifications.

A review of the bid submitted by Helsel-Jepperson Electrical, Inc., indicated an error in their unit price for item 1. The bidder wrote in words and in figures \$1,985.60 per unit for three (3) UPS units. After a discussion with the bidder, they indicated that they made a mistake and cannot honor their bid price. Therefore, their bid is rejected and their bid deposit, in the amount of \$3,000.00, will be held as liquidated damages in accordance to the contract documents. The Director of Procurement and Materials Management has notified Helsel-Jepperson Electrical, Inc., of this action.

CDW Government LLC, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost of this contract is \$60,000.00, placing their bid of \$66,199.00, approximately 10.3 percent above to the estimate.

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 bid deposit, in the amount of \$3,000.00, will be retained in lieu of performance bonds, which is satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

File #: 17-1288, **Version:** 1

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 17-611-21 to CDW Government LLC, in an amount not to exceed \$66,199.00.

The contractor shall furnish and deliver the equipment within 40 calendar days from the mailing date of the purchase order.

Funds are being requested in 2018, in the amount of \$66,199.00, in Account 201-50000-634650. Funds for the 2018 expenditures are contingent on the Board of Commissioners' approval of the District's budget for that year.

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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1259, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 16-805-21, Furnish, Deliver, and Install a Boiler for the Equipment Garage at the Calumet Water Reclamation Plant, to Ideal Heating Company, in an amount not to exceed \$165,555.00, Account 201-50000-645680, Requisition 1457241

Dear Sir:

On August 3, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 16-805-21, Furnish, Deliver, and Install a Boiler for the Equipment Garage at the Calumet Water Reclamation Plant.

On August 31, 2017, authorization to amend the Board Order of August 3, 2017 was approved by the Board of Commissioners. A textual error in the Board meeting date was corrected.

In response to a public advertisement of October 11, 2017, a bid opening was held on November 7, 2017. The bid tabulation for this contract is:

IDEAL HEATING COMPANY	\$165,555.00
AMBER MECHANICAL CONTRACTORS, INC.	\$260,800.00

Six hundred eighty (680) companies were notified of this contract being advertised and thirty-three (33) companies requested specifications.

Ideal Heating Company, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$240,000.00, placing their bid of \$165,555.00 approximately 31 percent below the estimate.

Ideal Heating Company has executed the Multi-Project Labor Agreement (MPLA) certificate as required. It is anticipated that the following construction trades will be utilized on this contract: pipefitters, electricians, and cement masons. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will require approximately ten (10) people for the services.

Ideal Heating Company is in compliance with the Affirmative Action Ordinance, Revised Appendix 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 21 percent MBE, 9 percent WBE, and the bidder offers MBE credits to satisfy SBE participation.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be

File #: 17-1259, **Version:** 1

authorized to award Contract 16-805-21 to Ideal Heating Company, in an amount not to exceed \$165,555.00, 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 work under this contract shall begin upon approval of the Contractor's Bond and be completed within 270 calendar days.

Funds are available in Account 201-50000-645680.


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 December 7, 2017

INTEROFFICE MEMORANDUM
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

DEPARTMENT: General Administration
Diversity Section

DATE: November 16, 2017

TO: John Murray, Director of Maintenance and Operations

FROM: Regina D. Berry, Diversity Administrator 

SUBJECT: Contract 16-805-21 – Furnish, Deliver, and Install a Boiler for the Equipment Garage at the Calumet Water Reclamation Plant

LOW BIDDER: Ideal Heating Company

The lowest responsive bidder, Ideal Heating Company, has submitted company information and “MBE/ WBE/SBE Business 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 20% MBE, 9% WBE and 10% SBE. According to the bidder’s Utilization Plan, the bidder has committed the following goals:

<u>MBE</u>	<u>WBE</u>	<u>SBE</u>
21%	9%	*

Therefore, Ideal Heating Company, is in apparent compliance with the requirements of Affirmative Action Ordinance Revised Appendix D.

RDB:MGT

Attachments

c: LoCascio, Cornier, Shields-Wright, Torres, File

*Bidder offers MBE to satisfy the SBE requirements

REVISED JUNE, 2015

**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: Ideal Heating Company

Contract No.: 16-805-21

Affirmative Action Contact & Phone No.: Charles M. Usher Jr. 708-680-5000

E-Mail Address: idealco@aol.com

Total Bid: \$165,555⁰⁰

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: National HVAC Inc. Henry Akinyemi
 Business Phone Number: 708-251-5066 Email Address: nationalinsuhvac@yahoo.com
 Address: 16755 South Clyde Ave., So. Holland, IL 60473
 Description of Work, Services or Supplies to be provided: HVAC Material and Equipment

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: \$34,000.00

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: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:



YES



NO

34,000.00 ÷

165,555.00 =

0.21 * +

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:



YES



NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: Central States Mfg. & Sales Corp. Nadine Schweitzer

Business Phone Number: 708-458-5850 Email Address: nadine@argosummitsupply.com

Address: 405 Shawmut Ave. Ste. #205, Lagrange, IL 60525

Description of Work, Services or Supplies to be provided: Pipe Valves and Fittings

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: \$15,000.00

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:



YES



NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:



YES



NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:



YES



NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

(Attach additional sheets as needed)

SBE UTILIZATIONName of SBE and contact person: Ideal Heating Company Charles M. Usher jr.Business Phone Number: 708-680-5000 Email Address: idealco@aol.comAddress: 9515 Southview Ave. Brookfield, IL 60513Description of Work, Services or Supplies to be provided: Heating

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: \$165,555.00**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!**SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

SIGNATURE SECTION

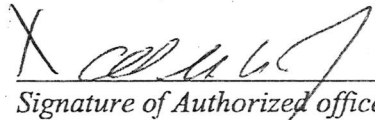
On Behalf of Ideal Heating Company I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

November 7, 2017

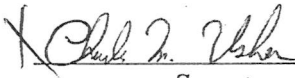
Date

X 
Signature of Authorized officer

Charles M. Usher Jr. - President

Print name and title

ATTEST:

X 
Secretary

Charles M. Usher

708-680-5000

Phone number

1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.

2) Failure to do so will result in a nonresponsive bid and rejection of the bid.

3) If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1265, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 18-629-11, Rack and Pinion Manlift Inspection and Repair, to Mid-American Elevator Company, Inc., in an amount not to exceed \$728,160.00, Accounts 101-68000, 69000-612600, 612680, Requisitions 1461813 and 1461814

Dear Sir:

On June 1, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 18-629-11, Rack and Pinion Manlift Inspection and Repair.

In response to a public advertisement of September 13, 2017, a bid opening was held on October 10, 2017. The bid tabulation for this contract is:

MID-AMERICAN ELEVATOR COMPANY, INC.	\$728,160.00
-------------------------------------	--------------

Four hundred and eight (408) companies were notified of this contract being advertised and seven (7) companies requested specifications.

The Director of Procurement and Materials Management has reviewed the bidders' list for this contract, and is satisfied that the market for this service has been adequately solicited. A planholders' survey revealed the following reason for not bidding: outside scope of work. In light of this finding, the Director of Procurement and Materials Management is of the opinion that the bid received is a fair and reasonable price, and nothing would be gained by rejecting the sole bid and re-advertising this contract.

Mid-American Elevator Company, Inc., the sole bidder for this contract, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$638,761.00, placing the bid of \$728,160.00, approximately 14 percent above the estimate.

Mid-American Elevator Company, Inc., has executed the Multi-Project Labor Agreement (MPLA) certificate as required. It is anticipated that the following construction trades will be utilized on this contract: elevator constructors. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will employ approximately fifteen (15) people for the services.

The Affirmative Action Ordinance, Revised Appendix D was not included in this contract because the contract does not offer practical or cost-effective opportunities for direct or indirect subcontracting.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 18-629-11 to Mid-American Elevator Company, Inc., in an amount not to exceed

File #: 17-1265, **Version:** 1

\$728,160.00, 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 will commence upon approval of the Contractor's Bond and terminate thirty-six months thereafter.

Funds are being requested in 2018, in the amount of \$316,230.00, in Accounts 101-68000, 69000-612600, 612680. The estimated expenditures for 2019 are \$217,210.00, and for 2020 are \$194,720.00. Funds for the 2018, 2019 and 2020 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1270, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 18-022-11, Furnish and Deliver Diesel Fuel to Various Locations, for a One (1) Year Period, to Avalon Petroleum Company, Inc., in an amount not to exceed \$320,479.26, Accounts 101-16000, 66000, 67000, 68000, 69000-623820, Requisitions 1474259, 1473313, 1473327, 1473347, 1474776, and 1474778.

Dear Sir:

On October 5, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 18-022-11 furnish and deliver diesel fuel to various locations for a one (1) year period, beginning approximately January 1, 2018 and ending December 31, 2018.

In response to a public advertisement of October 18, 2017, a bid opening was held on November 7, 2017. The bid tabulation for this contract is:

AVALON PETROLEUM COMPANY, INC.	*\$320,479.26
MIDTOWN PETROLEUM ACQUISITIONS LLC	
D/B/A RELADYNE	*\$333,599.26
G. COOPER OIL COMPANY, INC.	\$334,849.26
*corrected total	

One hundred ninety-five (195) companies were notified of the contract being advertised and twenty (20) companies requested specifications.

Avalon Petroleum Company, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost of this contract was \$286,700.00, placing the total bid of \$320,479.26 approximately 11.8% above the estimate.

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.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 18-022-11, to Avalon Petroleum Company, Inc., in an amount not to exceed \$320,479.26. Purchase orders will be issued for the diesel grade fuel oil required. Payment will be based on the bi-monthly gallon prices as indicated in the contract documents.

Funds are being requested for 2018 in Accounts 101-16000, 66000, 67000, 68000, 69000-623820, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

File #: 17-1270, **Version:** 1

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MS:cc
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1281, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 18-021-11, Furnish and Deliver Unleaded Gasoline to Various Locations for a One (1) Year Period, Item A, to Petroleum Traders Corporation, in an amount not to exceed \$165,073.04 and Item B, to Avalon Petroleum Company, Inc., in an amount not to exceed \$60,292.83, Accounts 101-16000, 20000, 66000-623820, Requisitions 1471114, 1471115, 1473314 and 1473843.

Dear Sir:

On October 5, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 18-021-11 furnish and deliver unleaded gasoline to various locations for a one (1) year period, beginning approximately January 1, 2018 and ending December 31, 2018.

In response to a public advertisement of October 18, 2017, a bid opening was held on November 7, 2017. The bid tabulation for this contract is:

ITEM A: TRUCK TRANSPORT DELIVERY

PETROLEUM TRADERS CORPORATION	*\$165,073.04
AVALON PETROLEUM COMPANY, INC.	*\$168,513.84
G. COOPER OIL COMPANY, INC.	\$170,757.84
MID-TOWN PETROLEUM ACQUISITIONS LLC	
D/B/A RELADYNE	*\$172,825.84
*corrected total	

ITEM B: TANK WAGON DELIVERY

AVALON PETROLEUM COMPANY, INC.	*\$60,292.83
G. COOPER OIL COMPANY, INC.	\$64,651.43
MID-TOWN PETROLEUM ACQUISITIONS LLC	
D/B/A RELADYNE	*\$67,081.83
*corrected total	

One hundred ninety-five (195) companies were notified of this contract being advertised and twenty (20) companies requested specifications.

Petroleum Traders Corporation, the lowest responsible bidder for Item A, is proposing to perform the contract in accordance with the specifications. The estimated cost for Item A of this contract was \$220,047.50, placing the total bid of \$165,073.04 approximately 24 percent below the estimate.

Avalon Petroleum Company, Inc., the lowest responsible bidder for Item B, is proposing to perform the contract in accordance with the specifications. The estimated cost for Item B of this contract was \$76,120.00, placing the total bid of \$60,292.83 approximately 20.8 percent below the estimate.

File #: 17-1281, **Version:** 1

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.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 18-021-11, Item A to Petroleum Traders Corporation, in an amount not to exceed \$165,073.04 and Item B to Avalon Petroleum Company, Inc., in an amount not to exceed \$60,292.83.

Purchase orders will be issued for the material as required. Payment will be based on the bi-monthly gallon prices as indicated in the contract documents.

Funds are being requested for 2018 in Accounts 101-16000, 20000, 66000-623820, and are contingent on the Board of Commissioners' approval of the Districts budget for that year.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management,
DAL:SEB:JN:MS:cc

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 December 7, 2017

Attachment

#18A21- GAS, UNLEADED, TRUCK TRANS.		
Item	MM #	DESCRIPTION
1	112308	GASOLINE, UNLEADED, SDC#62, TRUCK TRANSPORT

		#18B21-GAS, UNLEADED, TANK WAGON
Item	MM #	DESCRIPTION
1	114176	GASOLINE,UNLEADED,SDC#62,TANK WAGON



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1282, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 17-902-31, Installation of Shaftless Screw Conveyors for Aerated Grit Tanks at the Stickney Water Reclamation Plant, to IHC Construction Companies, L.L.C., in an amount not to exceed \$2,525,000.00, Account 401-50000-645680, Requisition 1461803

Dear Sir:

On May 4, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-902-31, Installation of Shaftless Screw Conveyors for Aerated Grit Tanks at the Stickney Water Reclamation Plant.

In response to a public advertisement of August 30, 2017, a bid opening was held on October 24, 2017. The bid tabulation for this contract is:

IHC CONSTRUCTION COMPANIES, L.L.C	\$2,595,000.00
-----------------------------------	----------------

Seven hundred ninety-nine (799) companies were notified of this contract being advertised and thirty (30) companies requested specifications.

The Director of Procurement and Materials Management has reviewed the bidders' list for this contract, and is satisfied that the market for this service has been adequately solicited. A planholders' survey revealed the following reasons for not bidding: out of scope of work; suppliers only; and do not bid as prime contractor. In light of these findings, the Director of Procurement and Materials Management is of the opinion that the bid received is a fair and reasonable price, and nothing would be gained by rejecting the sole bid and re-advertising this contract.

IHC Construction Companies, L.L.C., the sole bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$2,400,000.00, placing their bid of \$2,595,000.00 approximately 8.1 percent above the estimate.

IHC Construction Companies, L.L.C., has executed the Multi-Project Labor Agreement (MPLA) certificate as required. It is anticipated that the following construction trades will be utilized on this contract: machinists, millwrights, pipefitters, electricians, laborers, ironworkers, and operating engineers. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will require approximately twenty (20) people for the services.

IHC Construction Companies, L.L.C., is in compliance with the Affirmative Action Ordinance, Revised Appendix 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 20 percent MBE,

File #: 17-1282, **Version:** 1

10 percent WBE, and the bidder offers MBE credits to satisfy SBE participation.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 17-902-31 to IHC Construction Companies, L.L.C., in an amount not to exceed \$2,595,000.00, 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 work under this contract shall begin upon approval of the Contractor's Bond and be completed within three years.

Funds are being requested in 2018, in the amount of \$973,125.00, in Account 401-50000-645680. The estimated expenditures for 2019 are \$973,125.00, and for 2020 are \$648,750.00. Funds for the 2018, 2019, and 2020 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.


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 December 7, 2017

Attachment

INTEROFFICE MEMORANDUM
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DEPARTMENT: General Administration **DATE:** November 3, 2017
 Diversity Section

TO: John P. Murray, Director of Maintenance and Operations

FROM: Regina D. Berry, Diversity Administrator 

SUBJECT: Contract 17-902-31, Installation of Shaftless Screw Conveyors for Aerated Grit Tanks at the Stickney Water Reclamation Plant

LOW BIDDER: IHC Construction Companies, L.L.C.

The lowest responsive bidder, IHC Construction Companies, L.L.C., has submitted company information and "MBE/WBE/SBE Business Verification Forms" for the firms identified on the subject contract's Utilization Plan.

The MBE, WBE and SBE Utilization Goals for the contract are 20% MBE, 9% WBE, and 10% SBE. According to the bidder's Utilization Plan, the bidder has committed to the following goals:

<u>MBE</u>	<u>WBE</u>	<u>SBE</u>
20%	10%	*

Therefore, IHC Construction Companies, L.L.C., is in apparent compliance with the requirements of Affirmative Action Ordinance Revised Appendix D.

*MBE satisfy the SBE requirements

RDB:GG

Attachment

c: Darlene A. LoCascio, Director of Procurement and Materials Management
 H. Shields-Wright, Cornier, Gordon, File

REVISED JUNE, 2015

**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: IHC Construction Companies, L.L.C.

Contract No.: 17-902-31

Affirmative Action Contact & Phone No.: Walter P. Dwyer, 847-742-1516

E-Mail Address: WDwyer@IHCconstruction.com

Total Bid: \$ 2,595,000

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: _____

SEE ATTACHED

Business Phone Number: _____

Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____

Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____

Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: Keyboard Ent Development Inc. Wydell Feazell Sr.
 Business Phone Number: 773-924-2850 Email Address: kedinc@aol.com
 Address: 3849 S. Michigan Ave, LL, Chicago, IL 60653
 Description of Work, Services or supplies to be provided: _____
 Furnish & Install Equipment - Partial
 CONTRACT ITEM NO.: Item 1
 Dollar Amount Participation: 520,000
 If the MBE participation will be counted towards the achievement of the SBE goal please indicated here: ☒ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractors' Letter of Intent MUST Accompany the Bid !!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____ Email Address: _____
 Address: _____
 Description of Work, Services or supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____
 If the MBE participation will be counted towards the achievement of the SBE goal please indicated here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractors' Letter of Intent MUST Accompany the Bid !!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____ Email Address: _____
 Address: _____
 Description of Work, Services or supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____
 If the MBE participation will be counted towards the achievement of the SBE goal please indicated here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractors' Letter of Intent MUST Accompany the Bid !!

(Attached additional sheets as needed)
 UP-2

0 - *

520,000 ÷
 2,595,000 =
 0.20038*

0 - *

RS

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: SEE ATTACHED

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: C&G Construction Supply Co Ashley Coleman
 Business Phone Number: 708-825-9770 Email Address: info@cgcconstructionsupply.com
 Address: 507 West Taft Drive, South Holland, IL 60473
 Description of Work, Services or supplies to be provided: _____
 Furnish & Deliver Equipment - Partial
 CONTRACT ITEM NO.: Item 1
 Dollar Amount Participation: \$ 260,000
 If the WBE participation will be counted towards the achievement of the SBE goal please indicated here: ☐ YES ☒ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractors' Letter of Intent MUST Accompany the Bid !!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____ Email Address: _____
 Address: _____
 Description of Work, Services or supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____
 If the WBE participation will be counted towards the achievement of the SBE goal please indicated here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractors' Letter of Intent MUST Accompany the Bid !!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____ Email Address: _____
 Address: _____
 Description of Work, Services or supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____
 If the WBE participation will be counted towards the achievement of the SBE goal please indicated here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractors' Letter of Intent MUST Accompany the Bid !!

(Attached additional sheets as needed)

UP-3

260,000 ÷
 2,595,000 =
 0.10019*+

0. *

PK

SBE UTILIZATIONName of SBE and contact person: SAME AS MBE

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !

SIGNATURE SECTION

On Behalf of IHC Construction Companies, L.L.C. I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

24 October 2011
 Date

Walter P. Dwyer
 Signature of Authorized officer

ATTEST:

Walter P. Dwyer, Chief Operating Officer
 Print name and title

Alan L. Orosz
 Secretary Alan L. Orosz

847-742-1516
 Phone number

- 1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.
- 2) Failure to do so will result in a nonresponsive bid and rejection of the bid.
- 3) If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1286, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 17-005-11, Furnish and Deliver Pallets to Various Locations for a One (1) Year Period, Group B to Cabka North America, Inc., in an amount not to exceed \$148,945.50 Account 101-20000-623130

Dear Sir:

On October 5, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-005-11 Furnish and Deliver Pallets to Various Locations for a One (1) Year Period, beginning approximately January 1, 2018 and ending September 30, 2018.

In response to a public advertisement of October 18, 2017, a bid opening was held on November 7, 2017. The bid tabulation for this contract is:

GROUP A: WOOD PALLETS

ATLAS & ASSOCIATES, INC.	\$7,644.00
CABKA NORTH AMERICA, INC.	\$9,140.04

GROUP B: PLASTIC PALLETS

CABKA NORTH AMERICA, INC.	\$148,945.50
ATLAS & ASSOCIATES, INC.	\$170,570.00

Three hundred fifty five (355) companies were notified of the contract being advertised and eighteen (18) companies requested specifications.

Atlas & Associates, Inc. (Atlas), the lowest bidder for Group A, has been previously deemed a non-responsible bidder. At the Board Meeting of February 2, 2017, the District forfeited Contract 16-005-11, Group B, Furnish and Deliver Pallets to Various Locations for a One (1) Year Period, due to Atlas's failure to perform according to contract specifications for non-delivery of equipment. For this reason, Atlas & Associates, Inc., has been placed on the District's list of non-responsible vendors per section 70 ILCS 2605/11.11 of the Purchasing Act for a two-year period expiring February 2, 2019. Therefore, the bid was considered non-responsive and was rejected. The Director of Procurement and Materials Management has notified Atlas & Associates, Inc., of this action.

The bid from Cabka North America, Inc. for Group A, is approximately 52.3% above the estimated value of \$6,000.00. Therefore the bid received from Cabka North America, Inc., is considered too high to award and rejected in the public's best interest. The Director of Procurement and Materials Management has notified Cabka North America, Inc., of this action.

Cabka North America, Inc., the lowest responsible bidder for Group B, is proposing to perform the contract in

File #: 17-1286, **Version:** 1

accordance with the specifications. The estimated cost for this group was \$159,000.00, placing the total bid of \$148,945.50 approximately 6.3 percent below the estimate for Group B of 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.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 17-005-11, Group B, to Cabka North America, Inc., in an amount not to exceed \$148,945.50.

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 101-20000-623130.

There was no bid deposit required for this contract.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MS: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 December 7, 2017

Attachments

#17A05-PALLETS (WOOD)		
MM #	DESCRIPTION	U/I
112523	PALLET,HARDWOOD,4-WAY,48 IN.X 48 IN.	EA

#17B05-PALLETS (PLASTIC)		
MM #	DESCRIPTION	U/I
117623	PALLET,PLASTIC,4-WAY,45"X45"X6.5"	EA



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1251, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 11-403-2P Membrane Gas Holder Replacement and Digester Cleaning, Egan Water Reclamation Plant, to Path Construction Company, Inc. in an amount of \$96,765.00, from an amount of \$5,878,167.09, to an amount not to exceed \$5,974,932.09, Account 201-50000-645750, Purchase Order 4000018

Dear Sir:

On November 6, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 11-403-2P Membrane Gas Holder Replacement and Digester Cleaning, Egan Water Reclamation Plant, to Path Construction Company, Inc., in an amount not to exceed \$4,582,200.00. The scheduled contract completion date was August 4, 2017.

As of November 17, 2017, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in the amount of \$1,295,967.09 from the original amount awarded of \$4,582,200.00. The current contract value is \$5,878,167.09. The prior approved change orders reflect a 28.28% increase to the original contract value.

This contract involves the emptying and cleaning of digesters which are partially below grade. A groundwater relief valve prevents groundwater from building up a large enough differential pressure, when the tank is emptied, to cause damage to the tank. A unit price was included in the contract to account for any extra pumping that would be required to empty and clean the tanks. During the cleaning it was discovered that some of the relief valves were stuck in an open position, allowing groundwater to enter the digester and increasing the expected pumping volume. The pumping required to empty these tanks exceeded the unit price quantity included in the contract. The contractor submitted a claim and came to agreement with the Engineering Department on the terms and quantity of excess pumping that would be considered as extra work. The contractor submitted a cost proposal (CCO-010) for an extra in the amount of \$96,765.00 and agreed that no additional compensation for general conditions job cost or delay will be claimed. The engineer reviewed the proposal, found it to be reasonable, and stated via correspondence 391, that the Engineering Department would recommend its approval.

This change order is in compliance with the Illinois Criminal Code since the changes are 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 11-403-2P in an amount not to exceed \$96,765.00 (1.65% of the current contract value), from an amount of \$5,878,167.09, to an amount not to exceed \$5,974,932.09.

Funds are available in Account 201-50000-645750.

File #: 17-1251, **Version:** 1

Requested, Marcella V. Landis, Acting Director of Engineering, ECB: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 December 7, 2017

Attachment

Client : 100

Report Name: ZPT CHANGE_ORDER_LOG

Requester : KSIERU

Change Order Log Report

System: HRD

11/10/2016 09:33:3

Page: 1

PO No. : 4000018

Tracking No. : ENH14032P

Vendor No. : 6001325

Original Value : 4,582,200.00

Approved Value : 5,278,167.09

Current Value : 5,278,167.09

Change Number	Text	Value	Initiator	Date	File Letter	CR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
0001	Additional monies needed for 2015 prc. 7	0.00	BOXKINJ	12/15/2015				Approved	UNBELFNERJ	0001	533742	ENKBELES
0002	Pending invoice, NOC #2 - \$341,420.52	0.00	BOXKINJ	01/28/2016				Approved	UNBELFNERJ	0001	533743	MM_SERVICE
0003	Per 3/3/2016 Agency Item 22, File No. 16-0198	696,155.09	BOXKINJ	03/08/2016	201	003	X	Approved	UNBELFNERJ	0001	533754	MM_SERVICE
0004	Contingency NOC #3 - \$18,431.06	0.00	JACKSONEL	05/06/2016	0204	004		Approved	UNBELFNERJ	0002	5370335	ENKBELES
0005	Contingency NOC #4 - \$9,850.34	0.00	JACKSONEL	06/09/2016	0217	001		Approved	UNBELFNERJ	0002	5370366	MM_SERVICE
0006	Contingency NOC #5 - \$38,110.00	0.00	JACKSONEL	06/09/2016	0221	005		Approved	UNBELFNERJ	0002	5370367	MM_SERVICE
0007	Credit - Not Testing Grand Corrections Prior to Demolition	188.00	JACKSONEL	08/03/2016	0213	002		Approved	UNBELFNERJ	0003	5395912	ENKBELES
0008	Contingency NOC #6 - \$31,644.14	0.00	JACKSONEL	09/08/2016	0245	006		Approved	UNBELFNERJ	0003	5395913	MM_SERVICE
										0004	5443623	ENKBELES
										0004	5443624	MM_SERVICE
										0004	5443625	MM_SERVICE
										0005	5465697	ENKBELES
										0005	5465698	MM_SERVICE
										0005	5465699	MM_SERVICE
										0005	5465697	ENKBELES
										0005	5465698	MM_SERVICE
										0005	5465699	MM_SERVICE
										0006	5501215	ENKBELES
										0006	5501226	MM_SERVICE
										0007	5525066	ENKBELES
										0007	5525067	MM_SERVICE
										0007	5525068	MM_SERVICE



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1252, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 73-161-EH McCook Reservoir Excavation Agreement, to Vulcan Construction Materials, L.P., in an amount of \$2,978,132.00, from an amount of \$94,717,289.25, to an amount of \$97,695,421.25, Account 401-50000-645620, Purchase Order 5000176

Dear Sir:

On September 4, 2003, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 73-161-EH McCook Reservoir Excavation Agreement, to Vulcan Construction Materials, L.P. A purchase order was established in an amount of \$45,040,000.00 to reimburse Vulcan for the estimated hard costs associated with the Agreement. The contract is scheduled to expire after completion of mining in 2028.

The terms of the agreement provide for reimbursement of "Hard Costs" associated with the mining operation over a period of approximately 20 years. The agreement recognized that additional hard cost items would be identified over time and provided for their reimbursement. The agreement also recognized that the costs included were initial estimates and that reimbursement would be based on costs actually incurred. As of November 17, 2017, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$49,677,289.25 from the original amount awarded of \$45,050,000.00. The current contract value is \$94,717,289.25.

Item 1: A decrease in the value of Item 8.3-12: Other - Advance Mining, in an amount of \$405,002.00 from an amount of \$27,000,000.00 to an amount not to exceed \$26,594,998.00. The decrease is being applied to reflect the actual cost of advance mining in Stage 1 now that the work is completed.

Item 2: An increase in the value of Item 8.3-7: Other - Miscellaneous Start-Up Mining Work, in an amount of \$235,123.00 from an amount of \$3,464,877.00 to an amount not to exceed \$3,700,000.00. The additional funds are required to pay for miscellaneous start-up costs in Stage 2 including site work, relocation of equipment, and analysis of Stage 1 / 2 weir conditions and potential seepage issues.

Item 3: An increase in the value of Item 8.3-9: Other - Groundwater Pumping System, in an amount of \$248,011.00 from an amount of \$594,000.00 to an amount not to exceed \$842,011.00. As Vulcan continues to mine Stage 2 to deeper levels, it is required that they extend the existing Stage 2 dewatering system. The additional components required include approximately 1,200 feet of HDPE pipe, associated pipe fittings, and electrical components. Additional components will be required in the future as Vulcan progresses to the lower levels of Stage 2, although much of the Stage 1 dewatering system will be repurposed to the extent practical.

Item 4: An increase is now required to reimburse Vulcan for the cost of installing a CSO seepage control system to capture CSO stored in Stage 1 that seeps through the Stage 1 / 2 weir and into the active mine area. Vulcan is concerned that CSO seeping from Stage 1 to Stage 2 will migrate through the rock weir and

File #: 17-1252, **Version:** 1

contaminate their clean water ponds as well as introduce their employees to potential health hazards, and they expressed reservations about mining when Stage 1 is full. Recent modeling of the weir geology suggests that seepage through the weir will be at a rate of approximately 500 gpm when the reservoir is filled above approximately elevation -150 CCD. The current plan is to collect this seepage into a sump and pump it back into Stage 1.

Vulcan solicited bids for this work and has received responses from three (3) bidders as required per the Agreement; however, one bidder submitted an incomplete proposal as a result of the compressed schedule required to complete this work on time. Based on the lowest bid, this work is estimated to cost approximately \$1,000,000.00. This work will be added as Item 8.3-14: Other - CSO Seepage Control System.

Item 5: An increase is now required to reimburse Vulcan for the costs of installing a plug in the abandoned 73rd Street Tunnel in the area where it crosses the Stage 1 / 2 weir. When water fills Stage 1 to approximately elevation -150, water can enter the abandoned tunnel and from there, seep into the area being mined in Stage 2. The risk of inflow from Stage 1 will continue to increase as Vulcan continues to mine closer to the final mining line on the east end of Stage 2. The volume of water that could flow from Stage 1 through this pathway is significant and failure to plug this tunnel in the immediate future could lead to delays in the mining of Stage 2. This work was identified several years ago and was planned to be completed by the US Army Corps of Engineers. In light of their current budget woes, the Corps has made it clear that this work cannot be completed in a satisfactory time frame and the District believes that pursuing this work through Vulcan will be the most cost effective and timely way to complete the work. This work is estimated to cost approximately \$1,900,000.00. This work will be added as Item 8.3-15: Other - 73rd Street Tunnel Plug.

This change order is in compliance with the Illinois Criminal Code since the changes are 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 73-161-EH in an amount of \$2,978,132.00 (3.14% of the current contract value), from an amount of \$94,717,289.25, to an amount not to exceed \$97,695,421.25.

Funds are available in Account 401-50000-645620.

Requested, Marcella V. Landis, Acting Director of Engineering, WSS:KMF

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 December 7, 2017

Attachment

Client : 100
 Report Name: ZRPT_CHANGE_ORDER_LOG
 Requester : JENSENP2

Change Order Log Report

System: PRD
 11/20/2017 11:30:4
 Page: 1

PO No. : 5000176
 Tracking No. : ENG73161EH
 Vendor No. : 6000795

Original Value: 45,040,000.00
 Approved Value: 94,717,289.25
 Current Value : 94,717,289.25

Change Number	Text	Value	Initiator	Date	File Letter	COR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
0001	Incr. \$9,610,000 Per 01-04-07 Purchasing Item 5b	9,610,000.00	INC	CARRINGTONS	02/07/2007			Approved	USDALYC	0001	2616142	EINKBELEG
0002	Increase \$43,956.23 per Dec. 6 2007 Purchasing Item 5F	43,956.23	INC	CARRINGTONS	12/21/2007			Approved	USDALYC	0001	2616143	MM_SERVICE
0003	Incr. \$2,750,000 Per 01-17-08 Board Purch. Item 5p.	2,750,000.00	INC	CARRINGTONS	01/28/2008		X	Rejected	USFITZPATRICKS	0002	2943933	EINKBELEG
0004	Incr. \$2,750,000 per 01-17-08 Board Purch. Item 5e	2,750,000.00	INC	CARRINGTONS	01/29/2008		X	Approved	USDALYC	0002	2943934	MM_SERVICE
0005	Per Board Order 12/16/10, Report No. 10-1599.	900,000.00	INC	JAMESJ	02/09/2011		X	Approved	USDALYC	0003	2976321	EINKBELEG
0006	Per Board Order 2/2/12, Report No. 12-0151.	1,901,438.00	INC	JAMESJ	02/16/2012		X	Approved	USDALYC	0003	2976322	MM_SERVICE
0007	Per 04/04/2013 Agenda Item 42, File No. 13-0332	6,250,000.00	INC	BOYKINJ	04/08/2013		X	Approved	USDALYC	0004	2977251	EINKBELEG
0008	Per 3/6/2014 Agenda Item 37, File No. 14-0198	215,000.00	INC	BOYKINJ	03/10/2014		X	Approved	USDALYC	0004	2977252	MM_SERVICE
0009	Per 8/7/2014 agenda Item 55, File No. 14-0781	27,000,000.00	INC	BOYKINJ	08/11/2014		X	Approved	USDALYC	0005	4028841	EINKBELEG
0010	Per 2/18/2016 Agenda Item 32, File No. 16-0149	1,006,895.02	INC	BOYKINJ	02/25/2016		X	Approved	USDALYC	0005	4028842	MM_SERVICE
										0006	4307352	EINKBELEG
										0006	4307353	MM_SERVICE
										0007	4623651	EINKBELEG
										0007	4623652	MM_SERVICE
										0008	4856147	EINKBELEG
										0008	4856148	MM_SERVICE
										0009	4958922	EINKBELEG
										0009	4958923	MM_SERVICE
										0010	5388727	EINKBELEG
										0010	5388728	MM_SERVICE



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1290, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 17-614-11 Elevator Maintenance Service at Various Service Areas, to Parkway Elevators, Inc. in an amount of \$8,220.00, from an amount of \$947,850.00, to an amount not to exceed \$956,070.00, Account 101-15000-612370, Purchase Order 5001577

Dear Sir:

On January 19, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 17-614-11 Elevator Maintenance Service at Various Service Areas, to Parkway Elevators, Inc., in an amount not to exceed \$932,850.00. The contract expires on February 2, 2020.

As of November 30, 2017, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$15,000.00 from the original amount awarded of \$932,850.00. The current contract value is \$947,850.00. The prior approved change orders reflect a 1.6% increase to the original contract value.

Funds are required due to a required replacement of hoistway cables in Main Office Building (MOB) car #1. Elevators are experiencing greater than expected mechanical issues due to the delay of the full rehabilitation project at MOB. These issues should be corrected when the rehabilitation project is completed.

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 17-614-11 in an amount of \$8,220.00 (0.9% of the current contract value), from an amount of \$947,850.00, to an amount not to exceed \$956,070.00.

Funds are available in Account 101-15000-612370.

Requested, Eileen M. McElligott, Administrative Services Officer, JRM:TG

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 December 7, 2017

Attachment

Change Order Log Report

System: RRD
11/30/2017 12:03:0
Page: 1

Client : 100
Report Name: ZRET CHANGE ORDER LOG
Requester : GLADKHT

PO No. : 5001577
Tracking No. : 15090
Vendor No. : 6001110

Original Value: 81,615.00
Approved Value: 96,615.00
Current Value : 96,615.00

Change Number	Text	Value	Initiator	Date	File Letter	CR #	Board Approval	Status	Approver	Seq. No.	Charge Number	Object Class
0001	Net zero change order to move funding from line to line.	0.00	GLADKHT	04/06/2017				Approved	UNBELPAERU	0001	5689583	UNBELPAERU
0002	Net zero change order to move funding from line to line.	0.00	GLADKHT	04/11/2017				Approved	UNBELPAERU	0001	5689584	MI_SERVICE
										0001	5689585	MI_SERVICE
										0002	5692791	UNBELPAERU
										0002	5692792	MI_SERVICE
										0002	5692793	MI_SERVICE
										0002	5692794	MI_SERVICE
										0002	5692795	MI_SERVICE
0003	Net zero change order to move funding from line to line.	0.00	GLADKHT	05/05/2017				Approved	USSEIMKHNM	0003	5709446	UNBELPAERU
										0003	5709447	MI_SERVICE
										0003	5709458	MI_SERVICE
0004	Net zero change order to move funding from line to line.	0.00	GLADKHT	07/27/2017				Approved	UNBELPAERU	0004	5762138	UNBELPAERU
										0004	5762139	MI_SERVICE
										0004	5762140	MI_SERVICE
										0004	5762141	MI_SERVICE
										0004	5762142	MI_SERVICE
0005	9/14/17 EOC, Item #17-0970.	15,000.00	GLADKHT	09/20/2017				Approved	USSEIMKHNM	0005	5805744	UNBELPAERU
										0005	5805745	MI_SERVICE
										0005	5805746	MI_SERVICE
										0005	5805747	MI_SERVICE
										0005	5805758	MI_SERVICE
										0005	5805759	MI_SERVICE
										0005	5805760	MI_SERVICE



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1284, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to settle the Workers' Compensation Claims of Edward Chesser vs. MWRDGC, Claim 12 WC 33205 and Claim 12 WC 33206, Illinois Workers' Compensation Commission (IWCC), in the sum of \$14,392.80, Account 901-30000-601090

Dear Sir:

Edward Chesser is an Electrical Mechanic at the Stickney Water Reclamation Plant. On January 20, 2011, he sustained an injury to his right elbow. Mr. Chesser was initially seen by the doctor at the industrial medical clinic on January 20, 2011. The employee was disabled from work initially on January 26, 2011. He was able to return to work on February 1, 2011. His treatment consisted of medication, a home exercise program and use of a splint.

Mr. Chesser was injured again on June 20, 2011 when he sustained a new injury to his gluteal muscle. He was initially seen at the industrial medical clinic on June 20, 2011. Mr. Chesser was initially disabled from work effective June 22, 2011. The employee received conservative treatment for this injury consisting of medication and physical therapy. He was able to return to work effective August 8, 2011. However, he was disabled again effective August 9, 2011 before returning to work on September 19, 2011.

Mr. Chesser was paid a total of \$13,574.21 in lost time benefits for both claims for a total of 12.6 weeks.

Mr. Chesser filed an Application of Adjustment of Claims with the Illinois Workers' Compensation Commission (IWCC) through his counsel. Subject to the approval of the IWCC, these cases can now be settled for \$14,392.80, representing approximately .59% loss of the right arm and approximately 9.3% use of the right leg. This settlement will close out future lost time benefits, as well as any future medical benefits associated with these injuries.

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, Beverly K. Sanders, Director of Human Resources, BKS:RAJ:RG
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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1287, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to waive accrued user charge interest in the total amount of \$729,511.95 for the City of Chicago's Jardine Water Purification Plant, Sawyer Water Purification Plant (f/k/a as South Water Purification Plant), O'Hare Airport North Airfield Detention Basin, South Airfield Detention Basin, and O'Hare Airport Terminal Complex

Dear Sir:

The City of Chicago Department of Water Management (City) oversees the operations of the Jardine Water Purification Plant (Jardine) located at 1000 E. Ohio Street, Chicago, Illinois and the Sawyer Water Purification Plant (Sawyer) located at 3300 E. Cheltenham Place, Chicago, Illinois. Both facilities pay annual User Charges to the Metropolitan Water Reclamation District of Greater Chicago (District) based upon estimated monthly payments.

For the year 2012, the City collectively paid \$6,295,997.44 in User Charges for Jardine and Sawyer. For the year 2014, the City collectively paid \$4,069,505.12 in User Charges for the two facilities. Interest was assessed against the two facilities as follows: Jardine, \$31,594.03 (2012); Sawyer, \$136,215.91(2012) and \$17,205.68 (2014). Thus, for the two facilities, there was a total assessed interest charge of \$153,421.59 for 2012 and 2014.

Although the City was assessed interest for being late with its monthly estimated payments, in the year 2014, due to the monthly payments totaling in excess of the cleared amount, Jardine's User Charge account actually had a credit balance of \$834,313.31. Additionally, for the year 2013, the Jardine account had a User Charge credit of \$826,677.63. For the year 2010, the Sawyer account was owed a User Charge credit of \$11,443.05.

The City requested that the District apply all existing credit amounts to any delinquent net User Charges for either account and that was done. The City did not want the District to apply any of its credits to the 2012 and 2014 interest charges, with the result that currently no User Charge balance is owed for either facility, but an interest balance remains against each account.

The City requested a waiver of interest that remains assessed against Jardine and Sawyer for 2012 and 2014 in the total amount of \$153,421.59. The City has further directed that the remaining credit of \$1,079,035.66 owed to the Jardine Plant account and the \$3,302.10 owed to the Sawyer account be applied to the City's 2015 User Charge balance to reduce its liability. As a result, the City has indicated it will make a good faith effort to become current with User Charge payments, and represents that as a result of the District's Ordinance revisions that extended the time to pay invoices from 30 days to 45 days, it will endeavor to remain current in the future. The City's request seeks to address: (1) the assessment of interest for 2012 in the amounts set forth above when it could not meet the 30-day payment deadlines; (2) interest assessed against Jardine for late estimated payments for 2014 when computation of the actual UC owed resulted in a credit to the City in the amount of \$834,313.31; (3) interest assessed against the Sawyer facility in the amount of

File #: 17-1287, **Version:** 1

\$4,884.---56 for the two months between the City's filing of its RD 925 for 2014 and the MWRD's clearing of that account; (4) interest assessed in the amount of \$12,321.12 for late monthly estimated payments made by the Sawyer facility for 2014 and filing its RD 925 one week late.

Additionally, in 2016, Jardine and Sawyer incurred interest charges for late submittal of estimated prepayments totaling \$66,432.19. In a meeting between representatives from the City and the District, the City requested a waiver of 2016 interest charges, as well. Throughout year 2016, the water purification plants carried sufficient credit balances to offset those charges.

A similar situation has arisen with the City of Chicago Department of Aviation, which oversees the operations of the O'Hare Airport North Airfield Detention Basin, South Airfield Detention Basin and O'Hare Airport Terminal Complex. The City had fallen in arrears on its monthly User Charges during the years 2013 and 2015. The City requested the District's consideration in eliminating accrued interest for the User Charge accounts of the airfields and terminal. The interest at issue is in the amount of \$436,312.82, which includes: O'Hare Terminal Complex, \$30,674.31 (2015) and South Airfield Detention Basin, \$405,638.51 (2015). This interest accrued as a result of late monthly User Charge payments. The City also requested a waiver of 2016 interest calculated to be \$41,751.32 (O'Hare Terminal Complex, \$29,208.79; North Airfield Detention Basin, \$2,602.14; South Airfield Detention Basin, \$9,940.39). The City contends that the failure to make timely User Charge payments was due in large part to lapses in the City's internal accounting process, which it will address going forward to avoid missing or delinquent monthly payments in the future. The Law Department, Finance Department, and Monitoring and Research Department collaborated to address the City's delinquent accounts and the City is now current with its three O'Hare Airport accounts, but interest balances remain.

The Executive Director recommends granting the City's request for waiver of the interest for each facility as set forth herein. The years subject to this waiver are 2012, 2014, 2015, and 2016.

Therefore, authority is requested that the Board of Commissioners grant the City of Chicago's request for a waiver of User Charge interest that has accrued to date for all five of the aforementioned City of Chicago facilities in the total amount of \$729,511.95, and authorize the Department of Finance to take the steps necessary to effectuate the waiver of the interest charges at issue.

Requested, Susan T. Morakalis, General Counsel, STM:LLD:MTC:nm

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana 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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1272, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Teamsters, Local 700

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Teamsters, Local 700, have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Truck Driver and Truck Driver Foreman. The District has been advised that this Agreement has been ratified by the membership of Local 700.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2017 through June 30, 2020.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Teamsters, Local 700.

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Beverly K. Sanders, Director of Human Resources

Recommended, David St. Pierre, Executive Director

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

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners December 7, 2017

Attachment

***METROPOLITAN
WATER RECLAMATION DISTRICT
OF GREATER CHICAGO***

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,
LOCAL 700***

JULY 1, 2017 - JUNE 30, 2020

TABLE OF CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
	Preamble	1
1	Recognition	2
2	Management Rights	2
	A. Management Rights	2
	B. Overtime	2
	C. Contracting and Subcontracting	2
	D. Limitations Upon Union Activity	2
	E. Work Assignments	3
	F. Use of Personnel Carriers	3
3	Dues Check-Off and Fair Share	4
4	Wages	5
5	Work Week	5
6	Overtime	7
7	Holidays	9
8	Vacations	9
9	Jury Duty	11
10	Bereavement Pay	11
11	Sick Leave	12
12	Termination Pay	14
13	Transfers in Same Class	14
14	Seniority	18
15	Auto and Meal Allowance	18
16	Insurance and Miscellaneous Benefits	18
17	Grievance Procedure	19
18	Final and Binding Arbitration	20
19	No Strike	22
20	Separability and Notice	23

TABLE OF CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
21	Amendments	23
22	Duration of Agreement	24
	Schedule A	
	1. Rates of Pay	26
	2. Wage Notification	26
	3. Miscellaneous	26
	4. Vacations	27
	5. Sick Leave	28
	6. Holidays	28
	7. Safety Equipment Reimbursement	31
	8. Tuition Reimbursement	31
	9. Labor - Management Committee	32
	10. Labor Management Committee on the Return to Work Program	32
	11. Labor Management Committee on Maintenance Efficiency	33
	12. Morning Break	33
	13. Acting Pay	33
	14. Discretionary Time Off	34
	15. Voting Time	34
	16. Military Pay	35
	17. Centrifuge Operations	35
	Schedule B	
	1. Health Insurance	36
	2. Life Insurance	40
	3. Dental Insurance	41
	4. Labor Management Committee on Health Care	42
	Schedule C	
	Drug and Alcohol Testing Policy	43
	A. Policy Statement	43
	B. Voluntary Treatment	43
	C. Prohibitions	43
	D. Drug and Alcohol Testing	44
	E. Action to be Taken for Employees in Violation of this Policy	45
	Schedule D	
	Flexible Spending Accounts	47

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AGREEMENT WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 700

THIS AGREEMENT which includes attached Schedules A, B, C, and D hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the International Brotherhood of Teamsters, Local 700, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A, B, C, and D shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment, for all full-time employees in the Truck Driver and Truck Driver Foreman classes who have completed initial probationary periods, but excluding all employees hired to work for a fixed period of time not exceeding 119 days, supervisory, managerial and confidential employees, and all other employees represented by other certified Bargaining Agents.
- B. This Agreement shall not apply to provisional labor hired from outside sources to meet emergency or excessive work load situations.
- C. The District agrees that the duties which have traditionally and historically been assigned to the employees in the bargaining unit classifications coming under this Agreement shall continue to be assigned to the employees of the bargaining unit classifications under this Agreement.

SECTION 2. MANAGEMENT RIGHTS

- A. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety and the right to determine the methods, processes and means of operations, are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in the Union. The Union recognizes that the nature of the District's operations requires some degree of flexibility in making work assignments to its employees so that it can meet emergencies.
- B. Overtime

The District has the right to schedule and assign overtime work, as required in a manner most advantageous to the District and consistent with the requirements of municipal employment, public interest, and this Agreement.
- C. Contracting and Subcontracting

The right of contracting and subcontracting is vested in the District but shall not be used to undermine the Union.
- D. Limitations Upon Union Activity
 - 1. Non-employee Union representatives will be granted access to District premises only for the purpose of representing the interests of a Union member. The

representative shall obtain prior approval from the head of the facility for such access.

2. The Union will inform the District of the names of the designated stewards. The Union will not designate the foreman as a Plant Steward.

E. Work Assignments

When a designated service vehicle is required to leave the plant, a repair tradesman may drive the designated service vehicle to and from the location of the service call and for any other purpose related to the service call. One or more other repair tradesmen may accompany the driver if that repair tradesman is going to the same location as the designated service call.

The Master Mechanic or Treatment Plant Operator shall determine whether more than one driver is necessary for snow removal on overtime.

F. Use of Personnel Carriers

Personnel carriers are intended to be used solely to transport a maximum of two personnel, hand tools of a particular trade and those supplies and materials of the trade that do not exceed the size of the vehicle bed in terms of length and width. Vehicle beds may not be altered from the manufacturer to increase the capacity of the beds. No objects should block the view of the driver for safe operation of the vehicle. Those hand tools, materials and supplies hauled in the personnel carriers must be loaded by hand. All other tools, supplies, materials, equipment, and employees shall be transported by Union employees.

Items that are directly or manually used by staff (e.g., hammers, wrenches, drills, shovels, rakes, salt spreaders, etc.) are classified as hand tools. Items that are indirectly used (e.g., portable generators, air compressors, welding equipment, portable electric hoists, pumps, etc.) are classified as equipment. Shop vacuums and traffic barricades may be transported in the personnel carriers provided the restrictions in terms of length, width, and visibility for safe operations are followed.

Supplies and materials are items to be used directly in the completion of the employee's immediate job assignment (e.g., pipes and fittings, lumber, paper towels, tissue, up to 6 bags/buckets of salt, sand, oil dry, etc.). Unpackaged bulk materials (e.g., dirt, gravel, mulch, sod, cold patch, etc.) must be placed in bags or buckets and may not exceed six bags or buckets of that material.

Personnel carriers may be used for hauling garbage or debris, provided the restrictions in terms of length, width, and visibility for safe operations are followed. Personnel carriers shall not be used for towing. Suburbans and SUVs shall not be used for the purpose of hauling garbage.

SECTION 3. DUES CHECK-OFF AND FAIR SHARE

- A. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Secretary-Treasurer of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employee's earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. The Union's procedure for establishing, explaining and challenging this fee, including notice to the employees and the District, shall meet all constitutional and legal requirements. It is understood that the amount of deduction from non-member bargaining unit employee's earnings will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and conditions of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligation to meet the constitutional and other legal requirements stated in the first paragraph of Section 3, Paragraph B.

With respect to a non-member employee who declines to pay the fair share fee based solely on bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount equal to his/her fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the organization, the Illinois Local Labor Relations Board may establish an approved list of charitable organizations to one of which such payment shall be made.

- C. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local 700 shall be done electronically. Local 700 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local 700. Local 700 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

- D. Effective January 1, 2018, the District agrees to deduct and transmit to Local 700, on a monthly basis, contributions to the Teamsters Local 700 Benevolent Fund deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. The Union agrees to indemnify and save the District harmless from any liability incurred by reason of such deductions.

No such authorizations shall be recognized, nor deductions made, if in violation of any applicable law.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified in Schedule A which is attached hereto. During the term of the Agreement, the Union will not request the District to pay more than the hourly rate specified in Schedule A and the District will not pay less than the hourly rate specified in Schedule A.

SECTION 5. WORK WEEK

As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled work day.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out, no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminal shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
0 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

- A. The normal work week for non-shift positions shall consist of five (5) consecutive days of eight (8) hours, beginning on Monday and ending on Friday. The normal workday shall begin at 7:00 a.m. and end at 3:30 p.m., and consist of eight (8) consecutive hours, excepting the one-half (1/2) hour unpaid lunch period. Employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.
- B. For shift positions, employees shall work a work week and workdays as established by management. Shift employees unable to report for work must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employees' control which circumstances at the time can alone determine.

Proper relief is considered to be the employee has signed in, is dressed in work clothes and is at the work site at the designated start of his/her shift.

- C. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch.

With supervisory approval, employees in Section 679 – Collection Systems Unit, Section 764 – Area Maintenance Unit, Section 824 – Maintenance Unit, and Section 924 – Maintenance Unit, may work from 7:00 a.m. to 3:00 p.m. when actively involved in activities which prevent them from taking lunch. In this situation, supervisors will release their employees in sufficient time to arrive at the locker room or wash-up facility by 2:45 p.m. However, no employee will be permitted to sign out before 2:45 p.m.

Employees returning to the plant before 1:30 p.m. will be required to take their lunch and leave work as scheduled in A of Section 5. Work Week.

- D. For employees working on continuous shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit.
- E. All employees shall report to their work stations in working clothes. Any shift employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- F. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- G. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours. In an emergency, after all possible resources have been exhausted for filling the vacancy, the immediate supervisor may order the work station left unmanned.
- H. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6. OVERTIME

- A. All hours worked in excess of 8 hours per day or 40 hours per week shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for each overtime hour worked. Employees working on a holiday as described in Schedule A, Paragraph 6, shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for hours worked on such days.

Overtime credit earned in one quarter must be used before the end of the next quarter provided however, that a maximum of forty hours of compensatory time may be carried over. Compensatory time, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

The maximum accrual for compensatory time is 240 hours. Any additional overtime hours worked in excess of the maximum accrued will be compensated at the rate of time and one-half cash.

- B. No overtime credit will be allowed for travel time for scheduled overtime. No overtime credit will be allowed for travel time that is an extension of a workday which continues after the end of the workday. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular

starting time. Employees working such unscheduled overtime shall receive one hour of travel time to the overtime assignment, at the rate of one and one-half times the hourly rate plus 1/2 hour compensatory time.

- C. If an employee works unscheduled overtime which requires an extra trip, he shall be compensated at the rate of 1-1/2 times the hourly rate for each hour worked plus 1/2 hour compensatory time with a minimum of four (4) hours. The minimum credit of four hours includes travel time. Employees working unscheduled overtime which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of travel time returning home from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time. Where employees have access to a time clock, employees must clock in and clock out when working unscheduled overtime.

An employee called in to work overtime after the end of the last workday prior to the overtime will be considered as working unscheduled overtime. An employee scheduled to work overtime prior to the end of the last workday preceding the overtime will be considered working scheduled overtime.

- D. Overtime is to be distributed equally among the employees within each work unit as far as is practical. A list of employees showing both overtime offered but refused and overtime actually worked will be updated every workday excluding weekends and holidays, and maintained for each work unit. Overtime offered but refused will be recorded as if the employee actually worked.

Employees must leave a phone number where they can be reached at all times in order to be contacted for any unscheduled overtime.

- E. In an overtime situation employees may leave the plant for supper, but only with the permission of their immediate supervisor. Time spent for supper shall not be credited as time worked. Suppertime shall not exceed one (1) hour. In the event the employee is not permitted to leave the plant, time spent for supper shall be credited as time worked.
- F. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- G. Shift employees who actually work on holidays shall receive 1-1/2 times the hourly rate plus 1/2 hour compensatory time for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to

request required "holiday earned" time off by the end of the next quarter will be assigned a date upon which to take such time off.

- H. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at 1-1/2 times the hourly rate plus 1/2 hour compensatory time for the second shift.
- I. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- J. In the event of a "short change over" (less than sixteen [16] hours between working shifts), "overtime" compensation will be paid at 1-1/2 times the hourly rate plus 1/2 hour compensatory time. When a day employee is assigned to shift work on the following day shift, such assignment will not be considered a "short change over." When an employee is assigned to work a "double shift", such assignment will not result in a "short change over."
- K. In the case where an employee is requested to report to the Main Office on his/her relief day, he/she shall be compensated by allowing mileage each way and overtime at 1-1/2 times the hourly rate plus 1/2 hour compensatory time for every one (1) hour spent on District business.
- L. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7. HOLIDAYS

Paid holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

SECTION 8. VACATIONS

Paid vacations will be granted in accordance with the provisions of Schedule A of the Agreement.

- A. The scheduling of vacation for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules for each department shall be developed before January 31st of the vacation year. In choosing vacation periods, seniority shall be determined on the basis of total service in the District in a position class. Vacations will be scheduled by classification and then seniority within each classification for each division, i.e., 700, 800, and 900. In all cases, the Department Head shall have the right to exercise his discretion in his approval of all vacation requests. This provision shall in no way interfere with the right of an employee

to take his vacation during any other time of the year that he may request, providing that it meets with the approval of the Department Head.

- B. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases, vacation credit may be carried over to the following year with Department Head approval.
- C. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- D. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the approval of the immediate supervisor.
- E. Normally, vacation time should be taken in periods of one (1) week (5 working days), at a minimum.
- F. New employees will earn a vacation of ten (10) working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten (10) working days in each calendar year during the first five years of service. A new employee may use half of the above vacation time (five [5] working days) after six (6) months of District service, providing such employee receives the approval of his/her immediate supervisor.
- G. Any employee who has rendered service to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one (1) calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

- H. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.
- I. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate commencing from the date of disability for a maximum of two, three, four or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

Employees returning to work from duty disability with an unused vacation balance that has been carried over from the previous year or an unused vacation balance accrued while on duty disability from the previous year shall be required to schedule their unused vacation balance immediately upon their return to work or use their unused vacation balance at the discretion of the Supervisor based on operational needs. This does not preclude an employee's right to request vacation carry over as provided in Paragraph B of this section.

- J. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as specified above), may be allowed vacation during the months of January and December.

SECTION 9. JURY DUTY

Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

SECTION 10. BEREAVEMENT PAY

Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family, not to exceed three working days, including the day of the services. Such leave shall apply to the death of husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of

domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

Employees shall be entitled to a maximum of two (2) weeks (10 work days) of unpaid bereavement leave in accordance with the provisions of the Illinois Child Bereavement Leave Act. Such leave shall apply to the death of a child defined as a son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*.

The use of three (3) paid bereavement leave days shall be included in the 10-day entitlement period. An employee may cover the remaining seven (7) unpaid bereavement leave days with available paid time off benefits.

The District may request reasonable documentation to verify the use of bereavement leave.

SECTION 11. SICK LEAVE

Paid Sick Leave will be granted in accordance with the provisions of Schedule A of this Agreement.

- A. Sick Leave will continue to accumulate during the period that an employee is off due to sickness.
- B. Sick leave will not accumulate during a leave of absence or while on ordinary disability. Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.
- C. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness.
- D. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.
- E. ANNUAL SICK LEAVE PAYOUT

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District start date on or after November 2, 1994, there will be no cash payment for any unused accumulated sick leave on an annual basis.

SICK LEAVE PAYOUT AT SEPARATION

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 60 days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

- F. Shift employees unable to report for work because of sickness must notify the shift supervisor on duty of their inability to report, not less than two (2) hours before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.
- G. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

SECTION 12. TERMINATION PAY

Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011 and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate the employee was receiving at the time of separation and subject to the additional conditions set forth herein, in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees with a District start date after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

SECTION 13. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers, including transfers from shift work to day work and from day work to shift work.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form. Transfer requests to Section 679 –

Collection System Unit, must be made for a specific work location: Stickney, Calumet, or O'Brien.

- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. An employee on Ordinary Disability, Duty Disability, an unpaid Leave of Absence, or not otherwise actively at work will not be considered for transfer. An employee on Ordinary Disability, Duty Disability or unpaid Leave of Absence with a valid transfer request will be considered for transfer if he/she has an established return to work date and the department has determined that the position can remain vacant until that established return to work date. Except as hereinafter provided, all such transfers will be made in accordance with seniority as defined in Section 14, unless, in any given situation, it is not in the best interests of the District to do so.
- D. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- E. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.
- F. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- G. The Human Resources Department will establish suitable rosters of all requests for transfer within, into, and out of, the department. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

During the week following January 1st and July 1st of each year, a transfer roster will be transmitted to appropriate supervisory personnel at the employee's work location and made available for reasonable examination.

- H. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and current unless and until either the request is satisfied or the employee submits a written authorization to withdraw the request. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's supervisor, 2.) the Master Mechanic has initialed and dated the form(s) and returned a copy to the employee, 3.) the Master Mechanic forwards the form(s) to the Human Resources Department, 4.) the request is reviewed and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy

of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask the Master Mechanic to inquire if the request(s) have been received and processed in order to ensure that his/her request(s) is valid and on file. If an employee demonstrates that he/she has submitted a timely request for transfer, that request for transfer will be considered valid.

A written authorization to withdraw a transfer request must be submitted on the Transfer Request Withdrawal Form and received by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

- I. An employee may waive his/her right to transfer one time without prejudice to a subsequent transfer for which he/she is eligible.

After one waiver of a requested transfer the employee shall be removed from the roster and will be required to wait 60 days before he/she may put in a new transfer request for the same position.

Effective January 1, 2012, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred.

- J. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer unless it is in the best interest of the District to do so.
- K. Once a position has been determined to be an ultimate vacancy, and a requisition has been generated to fill the position, and signed by the Director of Human Resources, no transfer requests will be honored to that position.

- L. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC" where the employee's job duties are no longer required will occur. For the purpose of this section the movement of a Truck Driver from one plant to another plant in the O'Brien Area Maintenance Unit shall not constitute a transfer. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC".

If the District desires to make a temporary assignment of at least one day to a different section or shift, the District shall seek a volunteer from the maintenance section selected to supply the employee provided the employee has the ability to perform the job assignment. If there is no volunteer for the temporary assignment, the least senior employee from the maintenance section selected to supply the employee will be assigned provided that employee has the ability to perform the job assignment.

- M. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Workplace violence as defined in Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0 Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Local 700 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

- N. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, or who has been continuously Absent Without Leave (AWOL), will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months or Duty Disability for five (5) months.

SECTION 14. SENIORITY

Seniority shall be defined in accordance with the Personnel Rules.

- A. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. In measuring seniority, the other provisions of Personnel Rule 9.12 shall apply.
- B. For layoffs or reductions in force, the provisions of the Personnel Rules on "order of layoffs" shall apply.

SECTION 15. AUTO AND MEAL ALLOWANCE

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit.
- B. In cases involving a remote and/or isolated work assignment, management may, at its discretion, authorize round-trip mileage allowance between an employee's home and such assignment.
- C. Any employee requested by the Plant, Section or Department Head to report to the Main Office or another District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- D. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Mealtime periods shall not exceed one (1) hour in time, when and if conditions permit.

SECTION 16. INSURANCE AND MISCELLANEOUS BENEFITS

- A. Health Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.

- B. Dental Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- C. Life Insurance will be granted to employees in accordance with the provisions of Schedule B of this Agreement.

SECTION 17. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both.

A grievance relating to all or a substantial number of employees in the bargaining unit or to the Union's own interests or rights under this Agreement may be filed by the Union Secretary-Treasurer or his designee. A grievance concerning bargaining unit members in a single department shall be filed at Step II; a grievance concerning bargaining unit members in more than one department shall be filed at Step III.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven (7) calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her supervisor.
- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven (7) calendar days after receipt of the written complaint.

Step II

- A. If the grievance is not settled at the first (1st) Step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven (7) calendar days after the date of receipt by the Union of the decision by the immediate supervisor.
- B. The Department Head or his/her designated representative will notify the employee in writing with a copy to the Union of his/her decision on

Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III, along with Steps I and II, to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.
- B. Within 14 calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union in an attempt to resolve said grievance, and the Director of Human Resources or his/her designee shall reply in writing to the employee or the Union within seven calendar days of said meeting.
- C. If a grievance is not settled at the third (3rd) Step, either the Union or the District may notify the other in writing within ten (10) days of the Step III decision, that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours. Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 18. FINAL AND BINDING ARBITRATION

Arbitration may be resorted to only when issues arise between parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subjects shall not be submitted nor subject to binding arbitration:

1. Provisions of the Agreement which relate to or in any manner affect the obligations of the District as expressed or intended by the provisions of applicable Illinois Statutes.
2. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
3. Any pension matter.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will notify the six named Arbitrators of their selection to serve on the Roster of Arbitrators. The Director of Human Resources will also ask the Arbitrators to advise the parties of their fees and expenses and notify the Arbitrators that they will be expected to charge such fees and expenses. Payment of their fees and expenses will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within sixty days of notice that a grievance is ready for arbitration and submit their decision within sixty days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, or later withdraws, the party which selected the Arbitrator will then select two other Arbitrators from the National Academy of Arbitrators' list of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin and the other party shall strike one name and the remaining Arbitrator shall be contacted by the Director of Human Resources to serve on the roster so each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven (7) days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and those removed Arbitrators shall be replaced with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement.

Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

SECTION 19. NO STRIKE

- A. During the terms of this Agreement, neither the Union nor its agents, nor an employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.
- B. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Section including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating sub-Section 19A to return to work.
- C. The District may discharge or discipline any employee who violates sub-Section 19A and any employee who fails to carry out his/her responsibilities under sub-Section 19B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.
- E. Union Action in Event of a Strike

Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, the Union, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

- 1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.
- 2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities:

"We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch

as no strike, slowdown or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 20. SEPARABILITY AND NOTICE

A. Aid to Construction of Provisions of Agreement

If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

B. All notices required under this Agreement shall be in writing and sent by the Union to the District in triplicate to the following:

1. Executive Director
2. Director of Human Resources
3. Labor Negotiator

Notices sent by the District shall be mailed to the Secretary-Treasurer, International Brotherhood of Teamsters, Local 700.

The District will notify the Union when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 21. AMENDMENTS

Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or all past practices, oral or written not otherwise specifically enumerated in the Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time

they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

The District and the Union may jointly modify or amend this Agreement during its term only by mutual agreement of the parties.

SECTION 22. DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2017, and shall continue in full force and effect through June 30, 2020, and from year to year thereafter unless at least 60 days prior to June 30, 2020, or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement.

If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof which is mutually agreed by the parties, this Agreement shall expire on July 1, following the date of notice or on the expiration date of the extension. Any agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the impasse procedures set forth in Part 1230, Subpart C of the Rules and Regulations of the Illinois Local Labor Relations Board shall apply.

THIS AGREEMENT and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this _____ day of _____, 2017.

For the International Brotherhood of Teamsters, Local 700:

Becky Strzechowski
President

Michael G. Melone
Secretary-Treasurer

For the Metropolitan Water Reclamation District of Greater Chicago:

Approved as to Form and Legality

Ted J. Kosowski
Labor Negotiator

Lisa A. Goldberg
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Frank Avila
Chairman Committee on Finance

Mariyana T. Spyropoulos
Chairman Committee on Labor
and Industrial Relations

Approved:

Mariyana T. Spyropoulos
President Board of Commissioners

SCHEDULE A

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

Rates of Pay

1. Hourly Rates of wages in effect for dates specified:

HOURLY RATE EFFECTIVE

POSITION CLASSIFICATION

7/1/17

Truck Driver

\$36.25

Truck Driver Foreman

\$39.50

Shift Premium 5%

The wage rates for the Truck Driver classification for July 1, 2017, July 1, 2018 and July 1, 2019 will be based on the six (6) axle, Group 4, rate established by Teamsters Local 731 and Mid-America Regional Bargaining Association (M.A.R.B.A.). The Truck Driver Foreman classification rate will be \$3.25 above the base rate established for the Truck Driver.

Wage Notification

2. For the remaining term of this Agreement, the District shall upon written notification by the Union, increase the rate of the Truck Driver Classification in Paragraph 1 above to equal the Group 4 (six axle) rate of the "direct wage rate" in the local labor market as established by Teamsters Local 731 and M.A.R.B.A. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to the comparable classification under the specified Agreement negotiated in the local labor market. However, during the term of this agreement, should Teamsters Local 731 and M.A.R.B.A. negotiate a "direct wage rate" that is lower than the "direct wage rate" currently being paid to employees in the Truck Driver Classification, then the District shall maintain the "direct wage rate" being paid at the time to employees in the Truck Driver Classification.

Miscellaneous

3. A. The District shall contact a man-hours contractor to obtain employees for assignment of Drivers to fill the District's needs.

- B. Assignment of drivers may also include employees assigned to operate industrial or agricultural type tractors involving gang or rotary mowers, side sickles, or similar heavy duty grass-cutting equipment.
- C. The Drivers obtained from the man-hours contractor shall be paid in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*
- D. The District shall comply with the procedure set forth in Paragraph A for all assignments of over five days. For all assignments of five days or less, the District may use District employees in an acting Truck Driver capacity. Such time limits may be extended by mutual agreement of the parties.
- E. In the event that the District cannot obtain Drivers pursuant to the procedures set forth in Paragraphs A through D, the District shall have the right to upgrade a Laborer to the Truck Driver position until such time as the above procedure results in filling the District's needs.
- F. District employees receiving acting Truck Driver pay shall be subject to the provisions of Section 3 of this Agreement upon receiving such acting pay for each accumulation of thirty workdays provided such accumulation occurs within the period from July 1 to the following June 30 of each contract year. The District will review the accumulation of acting assignments after June 30 and December 31 of each contract year.
- G. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.
- H. No Truck Driver shall be required to perform the duties of an Entry Coordinator. However, Truck Drivers shall be required to perform Top Man duties.

Vacations

4. All full-time employees shall be entitled to the following weeks of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days.

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3), four (4), or five (5) week vacation respectively, within that calendar year. If the service anniversary

date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

Effective January 1, 2018, all full-time employees shall be entitled to the following days of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

After fifteen (15) years of service - twenty (20) working days

After twenty-one (21) years of service - twenty-one (21) working days

After twenty-two (22) years of service - twenty-two (22) working days

After twenty-three (23) years of service - twenty-three (23) working days

After twenty-four (24) years of service - twenty-four (24) working days

After twenty-five (25) years of service - twenty-five (25) working days.

Employees must have completed the required years of service with the District before June 30 in order to qualify for the longer vacation within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

Sick Leave

5. Effective January 1, 2005, employees will be credited with eight days of sick leave and effective January 1, 2009, employees will be credited with twelve days of sick leave. There is no maximum sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed. Sick leave credit shall commence after the first month of employment and accumulated at the rate of 5.25 hours for each month of service until the following January. Sick leave accumulation for new employees will be at the rate of 8 hours per month effective January 1, 2009. New employees starting after January 1, 2008 will accumulate sick leave credit at the established rate and shall receive on the following January 1 the full sick leave credit due for that year.

Holidays

6. Time off with pay shall be granted to full-time employees on the following holidays:

New Year's Day
Martin Luther King Day

Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

Three (3) Optional Holidays

A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

Employees hired after June 30th in any calendar year will receive the third Optional Holiday the following January 1. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regularly scheduled workday preceding and the first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay.

Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

Additional Holiday

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2017, the additional holiday options are:

Wednesday, November 22, 2017, or Friday, November 24, 2017, or Friday, December 22, 2017, or Tuesday, December 26, 2017, or Friday, December 29, 2017, or Tuesday, January 2, 2018.

For 2018, the additional holiday options are:

Wednesday, November 21, 2018, or Friday, November 23, 2018, or Monday, December 24, 2018, or Wednesday, December 26, 2018, or Monday, December 31, 2018, or Wednesday, January 2, 2019.

For 2019, the additional holiday options are:

Wednesday, November 27, 2019, or Friday, November 29, 2019, or Tuesday, December 24, 2019, or Thursday, December 26, 2019, or Tuesday, December 31, 2019, or Thursday, January 2, 2020.

The proper time sheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

A shift employee who schedules or calls in to request FMLA on a holiday shall be coded, "FMLA Absence Without Pay" and "Holiday", provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Directive in effect at the time the leave is being requested.

Safety Equipment Reimbursement

7. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

Effective January 1, 2018, the rate of reimbursement for safety shoes/boots purchased from the District contracted vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$125.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

Tuition Reimbursement

8. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level coursework for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to Administrative Procedure 10.4.0 Tuition Reimbursement for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

Labor - Management Committee

9. For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure or arbitration, the Union and the District may meet up to five times in any contract year unless agreed otherwise by the parties. At least five working days prior to a meeting, a specific agenda will be submitted by the party requesting the meeting and the other party may make specific additions to the agenda. Each party may have a maximum of five members including the Labor Negotiator for the District and the Secretary-Treasurer for the Union. The meetings will be held at mutually agreeable times and locations. District employees attending a Labor-Management Committee meeting on behalf of the Union will not be considered as working or on Administrative Leave for attendance at such a meeting.

Labor Management Committee on the Return to Work Program

10. The District and the unions representing District employees shall establish a "Labor Management Committee on the Return to Work Program." The Committee shall consist of staff from the District's Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District's current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities
- Modified duty tasks within the employee's traditional or historical union jurisdiction

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

Labor Management Committee on Maintenance Efficiency

11. The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the Unions. The Unions agree to create a Labor Management Committee on Maintenance Efficiency, and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet on a quarterly basis, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

The Committee is advisory only. It is intended to promote collaboration and discussion over the means and methods of improving maintenance efficiencies at the District. The Committee in no way will diminish the rights contained in the collective bargaining agreement.

Morning Break

12. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m., unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.

Acting Pay

13. When the Foreman has been temporarily assigned duties by the Master Mechanic's Office that renders him/her unavailable at the daily work location to perform a substantial portion of the Foreman duties, a Truck Driver as outlined below will be notified and assigned the duties of the Foreman by the Master Mechanic's Office. The Master Mechanic's Office shall have sole discretion in determining whether or not the Foreman is capable of performing a substantial portion of the Foreman duties while temporarily assigned.

If an employee is temporarily assigned to perform the work of a higher rate classification for a period of one hour or greater, the employee shall be paid at the higher rate for the

period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

When a Civil Service list exists, acting assignments for Foreman at a given plant will be made from the eligible list, rotating through the individuals on the list from among those that are reachable at that plant location, one occurrence at a time. The reachable individual at that plant location with the least acting hours acts during the next absence, for a maximum of one week. In those instances where a plant location does not have any reachable candidates on the list, then the acting assignment will be made on a rotating basis through the entire list. If there are no candidates on the list at a plant location where an acting assignment is needed, then the acting assignment will be made as if no list existed.

When no Civil Service list exists, acting assignments for Foreman will be made at the discretion of the Master Mechanic, based upon the candidate's job knowledge, competence and willingness to act.

Acting assignments are subject to the approval of the Master Mechanic, and recent disciplinary action(s) and poor performance ratings will be considered.

Discretionary Time Off

14. Employees will be granted a maximum of three days, either sick, vacation or compensatory time, which normally must be used in units of not less than one day. Discretionary time off may be used in less than one-half day units with the approval of their supervisor. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time or holiday used day. However, if an employee can adequately document for supervisory approval an emergency on one of the days listed above, discretionary time will be allowed.

Voting Time

15. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

Military Pay

16. The District will grant military leave in accordance with Illinois State and Federal laws.

Centrifuge Operations

17. Should the centrifuge at the District's Calumet facility be reopened within two (2) years of this Agreement, unit employees formerly assigned to the centrifuge shall be given the first opportunity to return to the centrifuge, and then the opportunity will be granted to unit employees in order of seniority. Should the centrifuge be reopened more than two years after this Agreement, the opportunity to be assigned to it will be granted to unit employees in order of seniority. The parties agree to meet and discuss assignment and staffing issues stemming from the closure of the centrifuge and transfer requests following ratification of this Agreement.

SCHEDULE B

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

Insurance

1. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective January 1, 2018, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending August 31, 2017.

Effective January 1, 2019, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending August 31, 2018.

Effective January 1, 2020, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending August 31, 2019.

Effective January 1, 2018, costs for employees in the preferred provider organization (PPO) program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending August 31, 2017.

Effective January 1, 2019, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending August 31, 2018.

Effective January 1, 2020, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending August 31, 2019.

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to January 1 of each calendar year all employees will have the option of selecting HMO or PPO coverage.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, the following will apply:

- The annual deductible will be \$350.00 per individual, the annual deductible for Employee + 1 will be \$700.00 and the maximum annual deductible per family will be \$1,050.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test
- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$100.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective February 1, 2018, the following will apply:

- A \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services will be required.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule:

Retail Card

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00
Specialty	\$100.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.

- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.

- c. Employees will have the choice of the preferred provider organization (PPO) program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife are employed by the District, the choices of health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted or existing health care reform laws are changed which have an impact on the health care program provided in this Agreement, the District or the Union may request to reopen the Agreement for health insurance only by providing written notice to the other party within sixty (60) days of the effective date of such legislation and only with the mutual consent of both parties.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this Agreement provided the same services are available in the marketplace.

2. Life Insurance

- a. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group-term life policy.
- b. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. Dental Insurance

- Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending August 31st of each year.
- For employees in the dental indemnity plan, the following will apply:
 - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
 - The annual benefit maximum will be \$2,500.00 per covered member.
 - Coverage for the dental HMO and the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$1,000.00 per covered member for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.

For employees in the dental indemnity plan, effective February 1, 2018, the following will apply:

- Coverage for in-network and out-of-network services will be as follows:

	In-Network	Out-of-Network
Preventive	100%	80%
General/Restorative	80%	60%
Major	60%	50%

- Coverage for the dental HMO and the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$2,000.00 per covered member for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.
- The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.
- Where both husband and wife or other family members eligible under one (1) family contract are employed by the District, the District shall pay for only one (1) family or two (2) single dental contracts.

4. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a “Labor Management Committee on Health Care.” The Committee shall consist of staff from the District’s Labor and Employee Relations Section, the Compensation and Benefits Section, including the District’s Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District’s health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District’s staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District’s Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District’s Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District’s Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SCHEDULE C

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

Drug and Alcohol Testing Policy

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy is effective January 1, 1996.

The Union and the District agree to modify this policy as necessary to remain in compliance with the Federal Department of Transportation testing requirements.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Prohibitions

The Omnibus Transportation Employee Testing Act of 1991 (Act) prohibits employees covered by this Agreement from operating a District vehicle or performing related safety-sensitive duties if engaged in any of the following conduct:

- using alcohol on the job;
- being in possession of alcohol while on duty or operating a District vehicle;
- having a prohibited blood alcohol concentration of .02 or greater while performing a safety-sensitive function;
- having used alcohol during the four hour period prior to going on duty;

- using alcohol within eight hours following an accident requiring a breath-alcohol test, or until tested;
- refusing to submit to a required drug and/or alcohol test;
- being a current user of an illegal drug;
- reporting for duty while impaired from any prescribed therapeutic drug or controlled substance; and
- being in possession of any unauthorized controlled substance.

Employees are also prohibited from operating District vehicles and performing safety-sensitive duties if they are using a legally prescribed controlled substance that adversely impacts their ability to safely operate a vehicle. Employees must notify their supervisors of the use of any prescribed therapeutic drug, the drug being used, its effects and the prescribed duration of such use.

D. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test in the following circumstances in accordance with the Act:

1. Post-accident testing will be done in accordance with current D.O.T. regulations.
2. Random testing to be done at least four times per year on an unannounced basis equal to 50 percent of the employees covered by this Agreement.
3. Reasonable suspicion testing when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.
4. Return-to-work testing prior to reinstatement following a positive drug and/or alcohol test.
5. Follow-up testing on an unannounced basis at least six times within a 12 month period following a positive test. Follow-up testing may be extended up to 60 months following return to duty after a positive test.
6. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
7. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.

8. Failure to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge.
9. Urine samples will be analyzed by a laboratory selected by the District and certified by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
10. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be reviewed and interpreted by a physician Medical Review Officer (MRO) prior to notifying the District of a positive drug test. The MRO will contact the employee when notified by the laboratory of a positive drug test to determine if there is an alternative medical explanation for the positive drug test. If the employee provides appropriate documentation and the MRO determines that it is legitimate use of the prohibited drug, the drug test result is reported as negative to the District. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file. A positive drug test will be considered a violation of this policy.
11. At the time the urine sample is collected, the employee will be required to provide a split sample. Both samples will be sent to the laboratory selected by the District. The primary specimen will be analyzed. If the test result of the primary specimen is positive, the employee may request within 72 hours of notice of a positive test that the MRO direct that the split specimen be tested by a different SAMHSA certified laboratory. If the test of the split specimen fails to reconfirm the positive primary test, the MRO shall cancel the test and report the cancellation to the District and the employee. The split sample testing requested by the employee will be at the employee's expense.
12. For employees directed to take a breathalyzer alcohol test, failure to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge. The breathalyzer alcohol test will be done using an evidential breath testing device approved by the National Highway Traffic Safety Administration. If the alcohol concentration is .02 or greater, a second confirmation test will be conducted. Employees with a blood-alcohol content of .02 or greater will be considered in violation of this policy.

E. Action to be Taken for Employees in Violation of this Policy

Employees found to be misusing alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

In accordance with the Act, the employees with an alcohol concentration of .02 to .039 will be removed from duty for a 24 hour period, and will be required to have an alcohol concentration of less than .02 to return to work. If an employee has an alcohol concentration of .04 or greater, the employee will be removed from duty. If a determination is made to reinstate the employee, prior to such reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, have an alcohol concentration of less than .02 on a return-to-duty test, and be subject to unannounced follow-up alcohol tests. If an employee tests positive for drugs and a determination is made to reinstate such employee, prior to reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, test negative on a return-to-duty drug test, and be subject to follow-up testing.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE D

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan is from January 1st through December 31st. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (December 31st). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is January 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1262, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON MONITORING AND RESEARCH

Mr. David St. Pierre, Executive Director

Authorization to Subscribe to the Water Research Foundation for the 2018 Annual Research Commitment in an amount not to exceed \$138,000.00, Account 101-15000-612280

Dear Sir:

Authorization is requested to make payment, by direct voucher, to the Water Research Foundation (WRF), formerly the Water Environment and Reuse Foundation, for the 2018 Annual Research Commitment, in an amount not to exceed \$138,000.00.

The Metropolitan Water Reclamation District of Greater Chicago (District) is in receipt of the 2018 annual subscription renewal notice from WRF for the period January 1, 2018, through December 31, 2018.

WRF is currently sponsoring 103 projects totaling approximately \$29 million, of which \$14 million is WRF's cost for the projects. Of these 103 projects, 76 projects, totaling about \$26 million of expenditures, are especially applicable to the District and are summarized below.

1. Project ENER10C13, State of the Science and Issues Related to Heat Recovery from Wastewater, Budget - \$146,327
2. Project ENER15C15, WaterWatts: A Modern Look at Wastewater Power-Metering Data, Budget - \$294,460
3. Project ENER16C15, Design and Validation Protocol for UV Disinfection Systems Used in Municipal Wastewater Treatment and Reuse Applications, Budget - \$542,000
4. Project ENER17C15, Barriers and Opportunities for Distributed Energy Resource Integration for Water and Wastewater Utilities and Energy Utilities, Budget - \$232,000
5. Project ENER18C15, Assess Public Private Partnerships and Opportunities for Water and Wastewater Energy Projects, Budget - \$150,000
6. Project ENER19C17, Food Co-Digestion in Wastewater Resource Recovery Facilities, Budget - \$191,301
7. Project ENER5R12, More Juice from Wastewater and Solids Treatment (Task A, USAB), Budget - \$361,840
8. Project ENER8R13, Developing Solutions to Operational Side Effects Associated with Co-Digestion of High Strength Organic Wastes, Budget - \$786,447
9. Project LCASW1SG16, Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs, Budget - \$454,643

File #: 17-1262, Version: 1

10. Project LCASW2SG16, Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs, Budget - \$580,337
11. Project LCASW3SG16, Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs, Budget - \$294,968
12. Project LCASW4SG16, Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs, Budget - \$225,000
13. Project LCASW5SG16, Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs, Budget - \$150,000
14. Project LCASW6SG16, Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs, Budget - \$11,877
15. Project LCASW7SG16, Data Analysis and Standardization to Support "Community-Enabled Lifecycle Analysis of Stormwater Infrastructure Costs (CLASIC)", Budget - \$166,378
16. Project LIFT14T16, Design and Implementation of Peracetic Acid for Municipal Water and Wastewater Related Processes, Budget - \$1,164,779
17. Project LIFT17T16, LIFT for Management: Developing Utility Analysis and Improvement Methodology, Budget - \$372,000
18. Project LIFT18C16, WE&RF-Korea Water Partnership on Water Technology and Innovation, Budget - \$30,000
19. Project LIFT19R17, Interactive for Water Industry Innovation Survey, Budget - \$20,000
20. Project LIFT20SG17a, Hydrothermal Processing of Wastewater Solids (Hypowers), Budget - \$22,816
21. Project LIFT20SG17b, Hydrothermal Processing of Wastewater Solids (Hypowers), Budget - \$10,000
22. Project LIFT20SG17c, Hydrothermal Processing of Wastewater Solids (Hypowers), Budget - \$10,000
23. Project LIFT20SG17d, Hydrothermal Processing of Wastewater Solids (Hypowers), Budget - \$11,303
24. Project LIFT20SG17e, Hydrothermal Processing of Wastewater Solids (Hypowers), Budget - \$95,000
25. Project LIFT2R14b, LIFT Link Database, Budget - \$43,807
26. Project LIFT8C14, Creating the Space to Innovate, Budget - \$20,000
27. Project LINK1T11a, Applicability Analysis of Existing Models for Site-Specific Water Quality Criteria to Protect Designated Uses from Nutrient Impacts - Outreach, Budget - \$30,000
28. Project LINK3R16, Evaluation of Data Needs for Nutrient Target-Setting Using the Nutrient Modeling Toolbox, Budget - \$295,750
29. Project LINK4T17, Modeling Guidance for Developing Site-Specific Nutrient Goals - Demonstration, Screening Level Application, Budget - \$150,000
30. Project NTRY10T15, Nutrient Recovery through Urine Separation , Budget - \$69,992
31. Project NTRY11T15, High-Tech Analysis of Low-Tech Methods for Sustainable Class A Biosolids Production, Budget - \$111,874
32. Project NTRY12R16, Unintended Consequences of Resource Recovery on Overall Plant

File #: 17-1262, Version: 1

Performance: Solving the Impacts on Dewaterability Properties, Budget - \$490,000

33. Project NTRY13R16, Understanding the Impacts of Low-Energy and Low-Carbon Nitrogen Removal Technologies on Bio-P and Nutrient Recovery Processes, Budget - \$641,826
34. Project NTRY4R14, A Multi-Platform Approach to Recovering High Value Carbon Products from Wastestreams, Budget - \$667,348
35. Project NTRY6R14, Production of Bioisoprene from Wastewater, Budget - \$219,358
36. Project NTRY7R15, High Quality Biosolids from Wastewater, Budget - \$1,179,649
37. Project NTRY8R15, Plasmids and Rare Earth Elements from Wastewater, Budget - \$69,217
38. Project NTRY9T15, Sustainable Struvite Control Using Residual Gas from Digester Gas Cleaning Process, Budget - \$492,116
39. Project NUTR1R06-TO5, Efficient, Cost-Effective Nutrient Removal from Wastewater, Budget - \$2,590,910
40. Project NUTR1R06-TO6 (aka NUTR5R14), Efficient, Cost-Effective Nutrient Removal from Wastewater, Budget - \$594,778
41. Project SENG2C14, Integrated Management of Sensor Data for Real Time Decision Making and Response, Budget - \$50,000
42. Project SENG4C15, Focus Area Development Workshop-Defining Attributes and Demonstrating Benefits of Intelligent Distribution Systems (WRF#04614), Budget - \$34,999
43. Project SENG6R16, Designing and Implementing Sensor-Based Networks on a Sewershed Scale for Real-Time Collection System Decision-Making, Operation and Management, Budget - \$150,000
44. Project SIWM12C15, Incorporating Forestry into Stormwater Management Programs: State of the Science and Business Model Evaluation for Nutrient Reduction and Volume Control, Budget - \$152,458
45. Project SIWM14T16, Agricultural BMP Database (USB Soybean Board), Budget - \$26,208
46. Project SIWM15T16 (WERF4C11c), Agricultural BMP database (National Corn Growers Association), Budget - \$23,750
47. Project SIWM17R16, Design Professional's Practice Guide to Non-Potable Onsite Water Reuse, Budget - \$10,000
48. Project SIWM22C17, Standardize BMP Maintenance Tracking and Reporting Protocols (through the International Stormwater BMP Database project), Budget - \$20,000
49. Project SIWM9R14, Toolbox for Completing an Alternative Analysis as Part of an Integrated Planning Including Water Quality Compliance, Budget - \$124,576
50. Project STAR_N1R14 (SG), Nutrient Recovery Through Urine Separation , Budget - \$554,034
51. Project STAR_N2R14 (SG), Development and Implementation of a Process Technology Toolbox for Sustainable Biological Nitrogen Removal Using Mainstream Deammonification, Budget - \$832,052
52. Project STAR_N4R14 (SG), Enhanced Removal of Nutrients from Urban Runoff with Novel Unit-Process Capture, Treatment, and Recharge Systems, Budget - \$494,000
53. Project TIRR2R15, Hybrid Anaerobic Primary and Secondary Treatment with Energy Recovery, Budget - \$621,446
54. Project TIRR3C15, Bioaugmentation of Activated Sludge with High Activity Nitrifying Granules/Flocs: Population Selection, Survival, Biokinetics, Budget - \$961,171
55. Project TIRR5C15, Biofilm-Enhanced Anaerobic Membrane Bioreactor for Low Temperature

File #: 17-1262, **Version:** 1

Domestic Wastewater Treatment, Budget - \$330,000

56. Project TOBI2R15, Developing Exposure and Toxicity Data for Priority Trace Organics in Biosolids, Budget - \$359,049
57. Project TOBI3R17, Knowledge Gap Analysis for Plant Uptake Models, Budget - \$34,000
58. Project U1R13, Investigate the Mechanism for Optimization and Design of Side-Stream EBPR Process as a Sustainable Approach for Achieving Stable and Efficient Phosphorus Removal, Budget - \$543,239
59. Project U1R14, Balancing Flocs and Granules for Activated Sludge Process Intensification in Plug Flow Configurations, Budget - \$1,855,598
60. Project U1R15, Nationwide Meta-omics Survey of Anaerobic Digestion and Fermentation Processes for Resource Recovery from Biosolids and Other Organics, Budget - \$230,961
61. Project U2R13, Evaluating Fate Mechanisms for Contaminants of Concern in BNR Treatment Systems, Budget - \$159,717
62. Project U2R14, Bench and Pilot Studies of Membrane-Aerated Biofilm Reactors (MABRs) for Energy Efficient Wastewater Treatment, Budget - \$245,494
63. Project U3R12, Nationwide Meta-omics Survey of Denitrifying Microbial Communities in Wastewater Treatment Systems, Budget - \$218,882
64. Project U3R14, Carbon Capture and Management Strategies for Energy Harvest from Wastewater, Budget - \$586,471
65. Project U3R15, Evaluating Fate of Coliphages in WRRFs and Potential Costs to Reduce Coliphages in WRRF Effluents, Budget - \$370,745
66. Project U4R12, Stabilization of Main Plant Nitrification/Denitrification Performance, Budget - \$403,855
67. Project U4R14, Development of Protocols and Methods for Predicting the Remaining Economic Life of Wastewater Pipes, Budget - \$229,077
68. Project U4R15, Intensified Hydrolysis for High Solids Destruction: Testing the Limits of Advanced Digestion, Budget - \$1,062,695
69. Project U4R16, Estimating the Comammox Contribution to Ammonia Oxidation in Nitrogen Removal Systems, Budget - \$232,885
70. Project U5R12, Conveyance Asset Prediction System (CAPS): Modeling and Mitigation, Budget - \$750,948
71. Project WERF1C15, Occurrence, Proliferation, and Persistence of Antibiotics and Antibiotic Resistance during Wastewater Treatment, Budget - \$158,180
72. Project WERF1C17, Development of a Utility Response Plan for Acceptance by WRRFs of Wastewaters Impacted with High-Consequence Pathogens, Budget - \$20,000
73. Project WERF1PR16, Use of Asset Management Data to Assess Relative Impacts of Attributes within Wastewater Systems from Flushed Products, Budget - \$22,000
74. Project WERF3C16, Emerging Contaminant Research Prioritization Decision Framework, Budget - \$68,880
75. Project WERF4PR16, Metagenomics Peer Review (MWRD Greater Chicago), Budget - \$50,000
76. Project CEC7R17, Microplastics in Aquatic Systems: An Assessment of Risk, Budget - \$15,000

By remaining a subscriber to WRF, the District will reap the benefits of the findings from various projects in a

File #: 17-1262, **Version:** 1

timely manner through WRF's excellent progress reports and final reports. The information that will be gathered particularly in the areas of water quality, wastewater treatment, energy recovery, sludge processing, and nutrient removal will be highly beneficial to the District's current operations and future planning of capital improvement projects. It is estimated that the District's annual investment of \$138,000.00 for a WRF subscription saves the District many times that amount if this research were to be conducted in-house.

WRF, the sole-source of supply, has submitted pricing for the amount of the research commitment requested. Inasmuch as the research benefits are not available through any other source of supply, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

It is hereby recommended that the Board of Commissioners authorize payment, by direct voucher, to WRF, in an amount not to exceed \$138,000.00. Funds are being requested in Account 101-15000-612280 and are contingent on the Board of Commissioners' approval of the District's budget for 2018.

Requested, Edward W. Podczerwinski, Director of Monitoring and Research, EWP:KB:RA:HZ:AC:kq

Recommended, Eileen M. McElligott, Administrative Services Officer

Respectfully Submitted, Kari K. Steele, Chairman Committee on Monitoring and Research

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1244, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON PENSION, HUMAN RESOURCES AND CIVIL SERVICE

Honorable Mariyana Spyropoulos, President and Members of the Board of Commissioners

Request for advice and consent as to the Executive Director's designation of Susan T. Morakalis, General Counsel, as the MWRD's Ethics Advisor, pursuant to the Ethics Ordinance

Ladies and Gentlemen:

On April 22, 2004, the Board of Commissioners adopted, pursuant to the mandate of the Illinois Ethics Act, Ordinance No. 04-001, known as the MWRD Ethics Ordinance.

Article 15 of the Ordinance provides that the Executive Director, with the advice and consent of the Board of Commissioners, shall designate an Ethics Advisor for the MWRD who, among other things, shall provide guidance to the MWRD's officers and employees concerning the interpretation of, and compliance with the provisions of the Ordinance and the Illinois Ethics Act. Ronald M. Hill, the MWRD's prior General Counsel, served as Ethics Advisor until his retirement in April, 2017.

I hereby designate Susan T. Morakalis, General Counsel for the MWRD, as its Ethics Advisor, in accordance with the provisions of Article 15 of the Ethics Ordinance. I now seek the advice and consent of the Board of Commissioners as to that designation.

Recommended, David St. Pierre, Executive Director, STM:LAG:JBM:kk

Respectfully Submitted, Mariyana Spyropoulos, Chairman Committee on Pension, Human Resources and Civil Service

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1260, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

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 to continue supporting its Prescription Drug Take-Back Program (Program), in an amount not to exceed \$100,000.00. Up to \$76,406.62 of that amount will be for personnel and administrative costs associated with operating the Program, and up to \$23,593.38 will be for reimbursement of the purchase and installation of new drug collection receptacles.

The District had entered into a previous IGA with the CCSO that was authorized by the Board of Commissioners (Board) on June 16, 2016. The previous IGA commenced on June 29, 2016 and expired on June 29, 2017. Over the term of the IGA, the CCSO deployed 40 new collection receptacles and collected and destroyed 2,117.5 pounds of pharmaceutical drugs. The annual report submitted by the CCSO is attached hereto.

Since the expiration of the previous IGA, the District and the CCSO have been negotiating an updated IGA to continue the District's support of the Program in light of the Cook County Safe Disposal of Pharmaceuticals Ordinance (CCSDP Ordinance), which became effective in October of 2016. The District and the CCSO have agreed in principle to the terms of the new IGA, which is attached hereto.

Under the new IGA, which will commence on January 1, 2018 and expire on December 31, 2018, the CCSO will continue to expand its network of local law enforcement agencies participating in its Program within the District's boundaries. The CCSO 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.

In order to receive reimbursement from the District, the CCSO is required to submit monthly reports that include the collection and destruction certificates; the weight of prescription drugs collected and destroyed; and a list of newly installed receptacles. The CCSO must abide by all applicable state and federal laws in carrying out its collection and disposal activities.

In addition, the IGA requires that the CCSO evaluate the Program on an annual basis to assess the effectiveness of the Program in preventing pharmaceutical drugs from entering Illinois waterways. The annual report will also provide information to the District regarding the total amount of registration fees collected by the CCSO from drug manufacturers under the CCSDP Ordinance. This information will help the District re-evaluate its funding support at the end of 2018 once the CCSO has established the registration fees and has fully implemented the CCSDP Ordinance.

File #: 17-1260, **Version:** 1

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.

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 Officer, KH
Respectfully Submitted, Frank Avila, Chairman Committee on Public Health and Welfare
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 7, 2017

Attachment

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE COUNTY OF COOK,
ON BEHALF OF THE COOK COUNTY SHERIFF, AND
THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

This Intergovernmental Agreement (hereinafter “IGA”) 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 County of Cook (hereinafter “County”), a body politic and corporate of the State of Illinois, on behalf of the Cook County Sheriff (hereinafter “CCSO”). The District and the CCSO may be referred to individually as “Party” and collectively as the “Parties.”

RECITALS:

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; and

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); and

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); and

WHEREAS, the CCSO has the power and duty to be conservator of the peace in Cook County, and shall prevent crime and maintain the safety and order of the citizens of that county (55 ILCS 5/3-6021); and

WHEREAS, as authorized under the Cook County Safe Disposal of Pharmaceuticals Ordinance (Cook County Code, Chapter 46, Article II, Division 4, Sections 46-101 through 46-119 (hereinafter “CCSDP Ordinance”)) the CCSO is responsible for, *inter alia*, developing a Collection Plan for unused Covered Drugs and determining the method of collection of Unwanted Covered Drugs as defined under the Ordinance; and

WHEREAS, in accordance with the CCSDP Ordinance, the CCSO 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 and in accordance with state and federal law (*see also* 415 ILCS 5/22.58); and

WHEREAS, the Illinois Safe Pharmaceutical Disposal Act, 210 ILCS 150/*et seq.*, permits any county or municipality to authorize the use of its city hall, police department, or any other facility

under its control to display suitable containers for the collection of pharmaceuticals, provided that any controlled substances are collected in accordance with federal law; and

WHEREAS, the CCSO and the District previously entered into an agreement on June 29, 2016 to expand the Program to include as many additional collection sites as practicable; and

WHEREAS, the previous agreement expired on June 29, 2017 and the Parties wish to continue their partnership in expanding and maintaining the Program, and the District has agreed to contribute funding so as to maximize the volume of pharmaceutical drugs prevented from entering the CAWS; and

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); and

WHEREAS, the CCSO 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; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, 2017, the District's Board of Commissioners authorized the District to enter into this intergovernmental agreement; and

NOW THEREFORE, in consideration of the matters set forth herein, the mutual covenants and agreements contained in this IGA, 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. SCOPE OF THE AGREEMENT

The District and Sheriff's Office agree as follows:

- A. Program Objectives. The CCSO shall continue to engage with local law enforcement agencies to expand participation in the Prescription Drug Take-Back Program. Now that a significant number of sites have been secured and receptacles activated, the primary objective of the Program for the purpose of this IGA is to administer and maintain the Program across authorized sites by using available funds and resources,

so as to maximize the volume of pharmaceutical drugs prevented from reaching Illinois waterways. For purposes of this IGA, “pharmaceutical drugs” shall mean those drugs deemed covered under this Program pursuant to the CCSDP Ordinance.

B. Collection Sites.

- a. Any unit of local government in the District’s boundaries that expresses an interest in joining the Program shall be considered, subject to the requirements of the CCSDP Ordinance and the selection criteria and requirements set forth in this IGA. For purposes of this IGA, 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 CCSO 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.

- b. Any unit of local government participating in the Program must meet the standards established by and through the CCSDP Ordinance, as well as applicable state and federal laws that govern the collection and disposal of pharmaceuticals and controlled substances as set forth in U.S. DEA regulations (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).

- c. 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 additional sites shall be based on the requirements of the CCSDP Ordinance and, to the extent possible, the following criteria, in order of descending priority:
 1. Sites located in a geographical region that has a demonstrated lack of disposal sites for residents to safely dispose of unused pharmaceutical drugs.
 2. Sites where the local law enforcement agency is able to purchase its own collection receptacle.
 3. All other sites where the local law enforcement agency expresses interest in participating in the Program.

- d. The selection of sites shall be subject to the District's written approval based on the criteria set forth in this IGA.
 - e. Notwithstanding the provisions set forth in this Section, the CCSO may authorize sites for participation in the Program outside of the jurisdiction of the District. However, those sites shall be treated as outside the scope of this IGA and any costs associated with those sites shall not be subject to the reimbursement terms set forth in Article 3.
- C. Participant Agency Memorandum(s) of Understanding. Before providing any disposal or collection services to a local law enforcement agency under this IGA, the Sheriff's Office shall enter into a Memorandum of Understanding with the pertinent unit of local government setting out the services to be provided under the Program. A copy of the applicable Memorandum of Understanding to be utilized is attached as Exhibit B. The MOU must include a provision in substantially the following form:
- 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 [unit of local government's] administration, maintenance, or use of a pharmaceutical collection receptacle."
- D. Program Implementation.
- a. The sites selected by the CCSO and approved by the District shall be included in the Program network. The CCSO shall provide the collection and disposal services to all sites in the Program network in accordance with the CCSDP Ordinance and 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 IGA. The Sheriff's Office shall abide by all applicable state and federal laws in its collection and disposal activities.
 - b. 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.
 - c. 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: "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.

- a. The monthly invoices submitted by the Sheriff’s Office as set forth in Article 3 shall serve as the program activity reports to keep the District and its Board of Commissioners informed as to the progress of the Program. The Sheriff’s Office may provide any additional Program updates along with the monthly invoices.

F. Program Evaluation.

- a. The CCSO 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 Annual Report shall include, at minimum: the weight collected and destroyed 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; an accounting of the total amount of registration fees collected by the CCSO under the CCSDP Ordinance; and any other recommendations to improve the Program.

ARTICLE 3. FINANCIAL

- A. Compensation. The District agrees to provide funding to support the CCSO operation and maintenance of the Program. The amounts provided by the District shall be a maximum of \$100,000.00 per fiscal year (based on the District’s fiscal year of January 1st through December 31st), according to the following categories:

- a. Operational Cost Reimbursement. The District shall reimburse the CCSO for personnel and administrative costs associated with operating the Program (collectively “Operational Costs”) for an amount not to exceed \$76,406.62 annually. This amount shall be billed on a monthly basis in accordance with the procedures set forth in Paragraph B.
- b. Receptacle Reimbursement. The District shall reimburse the CCSO for the cost of new collection receptacles at a rate of \$650.00 per receptacle, for an amount not to exceed \$23,593.38 annually.

- B. Invoices. The CCSO shall submit an invoice to the District on a monthly basis for the prorated Operational Costs (\$6,367.21/month). The District will not reimburse for any overhead expenses, such as utilities, office supplies, secretarial and other office support services, etc. The invoice shall include the following information:

- i. The collection and destruction certificates for all drugs collected and destroyed during that invoice period month.

- ii. The weight of prescription drugs collected and destroyed for that invoice period month.
 - iii. When applicable, the invoice shall also include any new receptacle deployment and the amount due per new receptacle. The list of "Receptacle Sites & Program Activity," attached as Exhibit C, shall be updated with any new sites and provided to the District with the invoice.
- C. Reimbursement Limitations. Within 30 days of receiving a complete invoice, the District shall reimburse the CCSO in the amount of the invoice. The District shall not provide reimbursements for invoices that are not submitted within 30 days after the last day of each month or that do not contain the information listed above. 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 IGA for each fiscal year. Any additional funding above the amounts set forth herein, or beyond the pertinent 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 CCSO 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 CCSO 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 CCSO to conduct a joint visual inspection of the installed collection receptacles, or any collection or disposal activities, upon reasonable notice to the CCSO and the local unit of government.

ARTICLE 6. TERM AND TERMINATION

- A. Term. This IGA becomes effective on January 1, 2018, and shall remain in full force and effect until December 31, 2018. This IGA 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 IGA of that party's intent to either extend or terminate this IGA.
- B. Termination
 - a. The Parties may terminate this IGA by mutual consent and agreement in writing.

- b. Either Party may terminate this IGA, by written notice to the other Party, for any material breach of this IGA by the other Party. The breaching Party shall have 30 days from the date it receives written notice to cure such breach.
 - c. 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 IGA 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 or expiration of this IGA, the Sheriff's Office may continue to provide collection and disposal services to any collection sites in the Program network, 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 IGA, 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. LIABILITY

- A. Waiver of Personal Liability. No official, employee, or agent of either party to this IGA 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 IGA, or because of a party's execution or attempted execution of this IGA, or because of any breach of this IGA.

ARTICLE 8. REPRESENTATIONS

- A. Representations of the Sheriff's Office. The Sheriff's Office covenants, represents, and warrants as follows:
 - a. The Sheriff's Office has full authority to execute, deliver, and perform or cause to be performed this IGA;
 - b. The individuals signing this IGA 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;
 - c. The execution and delivery of this IGA, 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.

B. Representations of the District. The District covenants, represents, and warrants as follows:

- a. The District has full authority to execute, deliver, and perform or cause to be performed this IGA;
- b. The individuals signing this IGA 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
- c. The execution and delivery of this IGA, 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 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 in connection with the performance or nonperformance of the Agreement, or the District's representations and warranties.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this IGA shall survive any termination of this IGA.

ARTICLE 10. GENERAL PROVISIONS

- A. **Amendment to IGA.** This IGA shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.
- B. **Good Faith.** All parties have a duty to perform their obligations under this IGA in good faith.
- C. **Severability.** If any provision of this IGA is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this IGA, and this IGA 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 IGA a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- D. **Interpretation.** Any headings of the IGA are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such person or entity in accordance with the terms and conditions of the IGA.
- E. **Assignment/Binding Effect.** Neither party may assign its rights or obligations hereunder without the written consent of the other party. The IGA shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.
- F. **Waiver of Breach.** Whenever a party to this IGA 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 IGA regardless of the number of times the performance, requirement, or condition may have been waived.
- G. **Merger Clause; Amendment.** This IGA, 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 IGA that are not expressly set forth herein. This IGA shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.
- H. **Deemed Inclusion.** Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this IGA are deemed inserted in this IGA

whether or not they appear in this IGA or, upon application by either party, this IGA will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this IGA is signed prevent its enforcement.

- I. **References to Documents.** All references in this IGA 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.
 - J. **Compliance with All Laws.** The District and Sheriff's Office shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governments agencies, which may in any manner affect the performance of this IGA.
 - K. **Disclaimer of Relationship.** This IGA is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this IGA 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 IGA shall be construed to establish an employment relationship between the District and any employees of the Sheriff's Office.
 - L. **Governing Law.** The parties agree that this IGA 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 IGA is the appropriate Court of competent jurisdiction located in Cook County, Illinois.
 - M. **Judicial and Administrative Remedies.** This IGA 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 IGA for such party is authorized to do so and that this IGA is a valid and binding obligation of such party. The parties agree that this IGA 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 IGA.
- N. **Notices.** Unless otherwise stated in this IGA, any and all notices given in connection with this IGA 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 IGA; (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 IGA must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this IGA, or that either party desires to give to the other, shall be addressed as set forth in Article 10, unless otherwise specified and agreed to by the parties.

ARTICLE 11. REPRESENTATIVES

Immediately upon execution of this IGA, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this IGA:

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 PAGE FOLLOWS]

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 IGA 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 Intergovernmental Agreement:

 Toni Preckwinkle
 President, Cook County Board of Commissioners

Dated: _____

ATTEST:

 David Orr
 Cook County Clerk

Dated: _____

ACKNOWLEDGED:

 Thomas Dart
 Cook County Sheriff

Approved as to form:

 Assistant State's Attorney

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 Officer

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 #: 17-1274, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 7, 2017

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authorization to amend a March 4, 1971 Intergovernmental Agreement with the Village of Bedford Park to update the operational parameters of the Bedford Park Reservoir sluice gate

Dear Sir:

Authorization is requested to amend a March 4, 1971 Intergovernmental Agreement with the Village of Bedford Park (IGA) to update operational parameters of the Bedford Park Retention Reservoir sluice gate. The operation of the gate at the Bedford Park Retention Reservoir is coordinated with the flood fill elevation in the Melvina Ditch Reservoir, located in the City of Burbank, Illinois. The IGA defined respective responsibilities of the District and the Village of Bedford Park (Village) as to the operation and maintenance of the Bedford Park Retention Reservoir so that optimum use of its storage capacity could be obtained in relation to the Melvina Ditch Reservoir and Pumping Station.

As authorized by the Board of Commissioners on November 2, 2017, the District awarded Contract 14-263-3F, Melvina Ditch Reservoir Improvements, which involves expansion of storage capacity of the Melvina Ditch Reservoir, modification of the pumping station, and installation of a new emergency overflow weir. Due to these improvements, an amendment to the existing operational parameters outlined in the original IGA for the Bedford Park Retention Reservoir is required to accommodate the expanded capacity of the Melvina Ditch Reservoir. The District will maintain control of the automatic and manual operation of the sluice gate.

The District and the Village have reached an agreement in principle to amend the captioned IGA to modify the operations of the sluice gate at the Bedford Park Retention Reservoir upon completion of Contract 14-263-3F. These modifications will allow for the District to optimize the operations of the sluice gate during a storm event, and reduce unnecessary wear and tear on the pumps at the Melvina Ditch Reservoir.

Based on the foregoing, it is requested that the Board of Commissioners grant authority for the District to amend the March 4, 1971 Intergovernmental Agreement with the Village of Bedford Park. It is further requested that the Chairman of the Committee on Finance, Executive Director, and Clerk be authorized to execute said amendment on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Acting Director of Engineering and the Director of Maintenance and Operations as to technical matters and by the General Counsel as to form and legality.

Requested, Marcella V. Landis, Acting Director of Engineering, WSS:JK

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Debra Shore, 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 December 7, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1242, **Version:** 1

MEMORIAL RESOLUTION FOR BOARD MEETING OF DECEMBER 7, 2017

MEMORIAL RESOLUTION sponsored by the Board of Commissioners honoring the memory of Juanita Bitoy

WHEREAS, Juanita Bitoy was born March 11, 1937 to Vurnetha and Willie Salley; and

WHEREAS, a graduate of Wells High School, Juanita loved to learn and later attended Chicago State University; and

WHEREAS, in 1952, she married John A. Bitoy Sr., and they raised six equally energetic, talented, and beautiful children: John Jr. (Fior), Tyrone (Miyuki), Vurnetha, Ralph (Kathrina), Michael (Karen), Stephen (LaVette), and their honorary daughter Carolyn Thompson-Barnes (Joseph); and

WHEREAS, Juanita was a proud, fun loving, no nonsense grandmother to: Jelani, Leonardo, Vurnetha, Layla, Sadamichi, Michael Jr., Noboru, Jennifer, Shyeta, John III, Christopher, Alisa, Lance, Kathrina, and honorary grandson Raphael Carter. She was also a doting and playful great-grandmother to: Jaylen, Michael III, Jelani Jr., Mason, Jalil, Anouk, and Micah; and

WHEREAS, a retired social worker, Juanita spent a lifetime aiding those in need; and

WHEREAS, Juanita began her community service career downtown at Chicago's City Hall and moved on to Habilitative Systems assisting the homeless with housing and employment; and

WHEREAS, after retiring in 2008, her love for aiding others never wavered; in her late 70s Juanita trained and received credentials as a volunteer Homeland Security Officer and was active through 2016; and

WHEREAS, Juanita is survived by her sister and two brothers: Willie Salley Jr., Columbus Salley, and Deborah Donley Clark. She is also survived and loved by nieces, nephews, cousins, in-laws, and numerous friends across the country; and

WHEREAS, Juanita will be long remembered for the many lives she touched over her lifetime; 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 extend our sympathy and condolences to the family of Juanita Bitoy; 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: December 7, 2017

Approved: MARIYANA T. SPYROPOULOS, President; BARBARA J. MCGOWAN, Vice President; FRANK AVILA, Chairman, Committee on Finance; TIMOTHY BRADFORD; MARTIN J. DURKAN; JOSINA MORITA; DEBRA SHORE; KARI K. STEELE; DAVID J. WALSH; Commissioners of the Metropolitan Water Reclamation District of Greater Chicago

File #: 17-1242, **Version:** 1

Approved as to Form and Legality: Susan T. Morakalis, General Counsel, STM:aw



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1294, **Version:** 1

MEMORIAL RESOLUTION FOR BOARD MEETING OF DECEMER 7, 2017

MEMORIAL RESOLUTION sponsored by the Board of Commissioners honoring the memory of Commissioner Timothy Bradford

WHEREAS, Metropolitan Water Reclamation District of Greater Chicago Commissioner Timothy Bradford passed away on December 1, 2017; and

WHEREAS, Commissioner Bradford was elected to the MWRD Board of Commissioners in 2014; and

WHEREAS, he served as Chairman of the Ethics and Federal Legislation Committees, and was the Vice Chairman of the Maintenance and Operations and Monitoring and Research Committees; and

WHEREAS, Commissioner Bradford began his professional journey at Quaker Oats in a managerial position for 25 years. He later established himself as an entrepreneur with an interest in a Miller Beer Distributorship in St. Louis, MO. He also owned Docks Fish, a popular food franchise; and

WHEREAS, success in the field of sales and marketing forged his path as a dedicated leader in the south suburban political community and the Democratic Party; and

WHEREAS, Commissioner Bradford served as Rich Township Administrator and volunteered on the boards of numerous civic and business organizations including the Rich Township High School District 227 advisory board, the Great Lakes Bank advisory board in Matteson, IL, and Club President of Rotary International Club; and

WHEREAS, for over 30 years, Commissioner Bradford served as an elected member of the Olympia Fields Park District Board, serving three terms as president; and

WHEREAS, Commissioner Bradford was recognized many times over his long career in public service; and

WHEREAS, these honors include the Eagle Award for 30 years of service to the Olympia Fields Park District, the Hero's Award from the Village of Olympia Fields, the Diversity Award from Diversity, Inc. and honored by the Matteson Business Association; and

WHEREAS, Commissioner Bradford was most proud of his family, including his wife of over 50 years, Mary Ann; their children Cherise, Corey, the late Shance and Ty; and grandchildren Bryce, Blaine, Chase, Ryder, Blake, Aiden, Talon and Nya; and

WHEREAS, to quote Winston Churchill, "We make a living by what we get. We make a life by what we give," and

WHEREAS, Commissioner Bradford made a life by giving back to his community and through his devotion to his family. The impact he made on both will remain as his legacy; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the Metropolitan Water

File #: 17-1294, **Version:** 1

Reclamation District of Greater Chicago, on behalf of ourselves and staff, do hereby extend our sympathy and condolences to the family of Commissioner Timothy Bradford; 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: December 7, 2017

Approved: MARIYANA T. SPYROPOULOS, President; BARBARA J. MCGOWAN, Vice President; FRANK AVILA, Chairman, Committee on Finance; TIMOTHY BRADFORD; MARTIN J. DURKAN; JOSINA MORITA; DEBRA SHORE; KARI K. STEELE; DAVID J. WALSH; Commissioners of the Metropolitan Water Reclamation District of Greater Chicago

Approved as to Form and Legality: Susan T. Morakalis, General Counsel, STM:aw