

**AGENDA**  
**SPECIAL PUBLIC WORKS & UTILITIES COMMITTEE**  
**Village of Hoffman Estates**  
**November 10, 2014**

**Immediately following General Administration and Personnel**

Members:	Anna Newell, Chairperson	Gary G. Stanton, Trustee
	Michael Gaeta, Vice Chairperson	Gayle Vandenberg, Trustee
	Gary Pilafas, Trustee	William McLeod, Mayor
	Karen V. Mills, Trustee	

**I. Roll Call**

**NEW BUSINESS**

1. Request approval of a resolution authorizing the Village President to enter into an Intergovernmental Agreement with the Metropolitan Water Reclamation District for the Jones/Highland Drainage Solution.

**II. Adjournment**

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of a resolution authorizing the Village President to enter into an Intergovernmental Agreement with the Metropolitan Water Reclamation District for the Jones/Highland Drainage Solution

**MEETING DATE:** November 10, 2014

**COMMITTEE:** Special Public Works & Utilities

**FROM:** Gary Salavitch, Director of Engineering Division

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**PURPOSE:** Request approval of a resolution authorizing the Village President to enter into an Intergovernmental Agreement (IGA) with the Metropolitan Water Reclamation District (MWRD) for the Jones/Highland Drainage Solution.

**BACKGROUND:** The intersection of Jones Road and Highland Boulevard continues to flood after heavy rains for several reasons, some originating more than forty years ago. Interim improvements have helped but the ultimate solution of a new large storm sewer always was prohibitively expensive (\$1,241,994 current estimate). Attempts to seek alternate funding sources in the past were not approved since this drainage problem was not considered regional in nature.

A recent change approved by the State Legislature and MWRD allows a broader range of projects to be included in their Stormwater Management funding, specifically to help with localized drainage problems. The Village was allowed to submit the Jones / Highland project for consideration last summer in anticipation of these changes in funding. Conditional approval was received last November with no details pertaining to the grant itself.

**DISCUSSION:** Please refer to the IGA attached to this agenda item. The IGA allows for 72.5% funding or up to \$900,000 for this \$1,241,994 improvement. After review and changes, the IGA is acceptable to both parties. Several exhibits were not included in the agenda item and will be included in the contract requirements such as the MWRD's District Purchasing Act and Affirmative Action Ordinance.

Staff completed the final Engineering plans for this improvement with review and approval by MWRD. Due to the timing of the IGA, this will be a spring/summer project in 2015. Village staff will also conduct the construction management of this project. In addition to the grant, the gross savings by doing this work in-house and not using a consulting engineer for design and construction is approximately \$200,000.

**FINANCIAL IMPACT:** The new Stormwater Utility Fund included a local share of \$350,000 for the project in 2014. Actual bid prices will determine the final amount for the local share that will actually be spent in 2015.

**RECOMMENDATION:** Request approval of a resolution authorizing the Village President to enter into an Intergovernmental Agreement with the Metropolitan Water Reclamation District for the Jones / Highland Drainage Solution.

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

WHEREAS, Article VII, Section 6 of the 1970 Illinois Constitution authorizes the Village of Hoffman Estates and the Metropolitan Water Reclamation District of Greater Chicago to contract upon matters of mutual interest; and

WHEREAS, the Village of Hoffman Estates and the Metropolitan Water Reclamation District of Greater Chicago wish to enter into an Intergovernmental Agreement for design, construction, operation and maintenance of the Jones Road/Highland Boulevard storm sewer improvements attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That the Village President of the Village of Hoffman Estates is hereby authorized to sign the Village of Hoffman Estates and Water Reclamation District of Greater Chicago Intergovernmental Agreement providing for design, construction, operation and maintenance of the Jones Road/Highland Boulevard storm sewer improvements.

Section 2: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Village Trustees: Karen V. Mills, Anna Newell, Gary J. Pilafas, Gary G. Stanton, Michael Gaeta, Gayle Vandenbergh, and Mayor William D. McLeod.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

Village President

ATTEST:

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
HOFFMAN ESTATES AND THE METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION  
AND MAINTENANCE OF THE JONES ROAD / HIGHLAND BOULEVARD STORM  
SEWER IMPROVEMENTS**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "MWRDGC") and the Village of Hoffman Estates, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the "Village").

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the MWRDGC; and

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

**WHEREAS**, the Act further authorizes the MWRDGC to assume responsibility for maintaining any stream within Cook County;

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

**WHEREAS**, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain waterways within its corporate limits; and

**WHEREAS**, the Village proposes to install a new storm sewer in the Jones Road and Heather Lane rights-of-way for the public benefit of reducing flooding in the general area (the "Public Benefit") ; and

**WHEREAS**, the Village intends to perform the design, construction, operation and maintenance of the new storm sewer in the Jones Road and Heather Lane rights-of-way; and

**WHEREAS**, the Village's proposed plans for installing a new storm sewer in the Jones Road and Heather Lane rights-of-way may be approached more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on \_\_\_\_\_, \_\_\_, 201\_\_, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village; and

**WHEREAS**, on December 15, 2014 the Village's Board authorized the Village to enter into an intergovernmental agreement with the MWRDGC; and

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

**Article 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**Article 2. Scope of Work.**

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of the new storm sewer to be installed in the Jones Road and Heather Lane rights-of-way in the Village (hereinafter the "Project"), as depicted on Exhibit 1.
2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The Project shall realize the Public Benefit of helping to alleviate flooding in the general area of the new storm sewer to be installed in the Jones Road and Heather Lane rights-of-way.

4. The Village shall provide the MWRDGC with a copy of 60% and 98% complete Construction Documents for the MWRDGC's approval as to the Project's intended stormwater benefit to the public.
5. The MWRDGC shall review and provide comments to the Village as to the Project's intended Public Benefit in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents referenced in Article 2, Subsection 2. The Village shall incorporate the MWRDGC's review comments into the Construction Documents.
6. The Village, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.
7. The Village will award to the extent applicable all Project-related construction contracts using the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, the MWRDGC's Multi-Project Labor Agreement and Memorandum of Understanding, as well as the MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached as Exhibits 2, 3, and 4 respectively) as minimum requirements. The Village may impose more stringent requirements than those contained in Exhibits 2, 3, and 4 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the MWRDGC's general standards. The Village need not include the attached Exhibits 2, 3 and 4 as part of its bid documents. However, the Village is responsible for ensuring that these minimum requirements are met.
8. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are revised by the Illinois Department of Labor and are available on the Department's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
9. The Village, at its sole cost and expense, shall provide final project design, land acquisition and remediation, and construction oversight and administrative support for the Project.
10. The MWRDGC shall reimburse the Village for 72.5% of the Project cost, but in no event shall that amount exceed Nine Hundred Thousand and NO/100 Dollars (\$900,000.00) (the "Maximum Reimbursement Amount"). All reimbursement provided by the MWRDGC

shall be used exclusively for the construction of the Project. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to the Village in accordance with the following schedule:

- a. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 25% completion of construction;
- b. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 50% completion of construction;
- c. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 75% completion of construction; and
- d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover 72.5% of the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

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

11. As of the date the Village executed this Agreement, the Village has spent approximately \$53,243.00 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately \$341,993.75 towards total construction costs, including construction inspection. All future Village contributions are anticipated to be expended by December 31, 2015
12. As a condition for reimbursement, the Village shall submit copies of construction invoices to the MWRDGC for the MWRDGC's review and approval, such approval not to be unreasonably withheld.
13. The Village shall return all funds provided by the MWRDGC if the Project is not completed within two years of award of the construction contract, unless the MWRDGC approves extension(s); such approvals shall not be unreasonably withheld. In the event that the Village does not use all of the MWRDGC's disbursed funds for the Project, the Village shall return any unused funds to the MWRDGC within 60 (sixty) days.



**Article 3. Permits and Fees.**

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Village shall prepare an Operations and Maintenance Plan (hereinafter the "O&M Plan") —attached hereto as Exhibit 5 and hereby incorporated into this Agreement— for the improvements to be constructed by the Village along with the construction documents to the MWRDGC for review as required in Article 2. The Village shall obtain any and all permits necessary for the performance of any maintenance work set forth in the O&M Plan.

**Article 4. Property Interests.**

1. Prior to construction, the Village shall make best efforts to acquire from property owners any temporary or permanent easements, license agreements, or fee simple title necessary for construction of, maintenance of, and access to the Project.
2. Should acquisition of property interests via condemnation or otherwise be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorneys' fee.
3. The Village shall record all easements, licenses or deeds acquired for the Project.
4. Whereupon the Village acquires permanent easements for maintenance and access from property owners, the rights and obligations for maintenance and access shall be the sole responsibility of the Village, subject to the provisions in Article 5 below.
5. The Village shall own all of the improvements constructed for this Project and pursuant to this Agreement including 48-inch, 36-inch, 15-inch, and 12-inch Reinforced Concrete Pipe (RCP) Storm Sewers in Heather Lane; 48-inch, 36-inch, 18-inch, 15-inch, and 12-inch RCP Storm Sewers in Jones Road; and manholes on above listed sewers. The Village will control said improvements' operation and use.
6. Nothing in this Agreement shall be construed as creating an ownership interest for the MWRDGC in any of the improvements constructed pursuant to this Agreement.

**Article 5. Maintenance.**

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

**Article 6. Notification.**

1. Bid Advertisement. The Village will provide the MWRDGC with 30 days notice prior to Bid Advertisement for the Project.
2. Construction. The Village shall provide the MWRDGC with a construction schedule and provide the MWRDGC a minimum of 72 hours notice before the following project milestones:
  - Start of work
  - Substantial completion
  - Completion of work

**Article 7. Termination by the Village.** Prior to commencement of Construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from the MWRDGC no later than 14 days following its termination of the Agreement.

**Article 8. Termination by the MWRDGC.** Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project.

**Article 9. Effective Date.** This Agreement becomes effective on the date that the last signature is affixed hereto.

**Article 10. Duration.** Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

**Article 11. Non-Assignment.** Neither party may assign its rights or obligations hereunder without the written consent of the other party.

**Article 12. Waiver of Personal Liability.** No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 13. Indemnification.** The Village shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents (“MWRDGC Party”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable 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 MWRDGC Party and arise out of or are in any way related to: (1) the design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

**Article 14. Representations of the Village.** The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village has allocated \$341,993.75 of funds for the Project in addition to funds to be provided by the MWRDGC under this Agreement.

**Article 15. Representations of the MWRDGC.** The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the

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

**Article 16. Disclaimers.** This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

**Article 17. Waivers.** Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

**Article 18. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Article 19. Necessary Documents.** Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village's resident engineer and the contractor.

**Article 20. Deemed Inclusion.** Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are

deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

**Article 21. Entire Agreement.** This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

**Article 22. Amendments.** This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

**Article 23. References to Documents.** All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

**Article 24. Judicial and Administrative Remedies.** The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

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

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

**Article 25. Tax Exempt Status.** The Village shall not use or permit to be used or operate the Project in any manner or for any purpose or take any action or omit to take any action

which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of the MWRDGC or the loss of any credit payment or tax credit to the MWRDGC or any other party from the United States Treasury (such as, for example, was available to units of local government for “build America bonds”) (any of such advantages being “Tax Advantaged Status”), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated there under or decisions of any court of competent jurisdiction (collectively, the “Tax Laws”). The Village agrees to provide a certification and agreement, in the form as attached to this Agreement as Exhibit 6, regarding compliance with the Tax Laws (the “Tax Agreement”). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to the MWRDGC.

**Article 26. Notices.** Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE JONES ROAD / HIGHLAND BOULEVARD STORM SEWER IMPROVEMENTS” must be prominently featured in the heading of all notices sent hereunder.

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

**Article 27. Representatives.** Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For the MWRDGC:  
Director of Engineering  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
FAX: (312) 751-5681

For the Village:  
Village President  
1900 Hassell Road  
Hoffman Estates, Illinois 60169  
Phone: (847) 882-9100  
FAX: (847) 781-2679

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.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Hoffman Estates, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, on the dates specified below.

VILLAGE OF HOFFMAN ESTATES

BY: \_\_\_\_\_  
William D. McLeod, Village President      Date

ATTEST:

\_\_\_\_\_  
Bev Romanoff, Village Clerk      Date



**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

\_\_\_\_\_  
Chairman of the Committee on Finance      Date

\_\_\_\_\_  
Executive Director      Date

ATTEST:

\_\_\_\_\_  
Clerk      Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

\_\_\_\_\_  
Engineer of Stormwater Management      Date

\_\_\_\_\_  
Assistant Director of Engineering      Date

\_\_\_\_\_  
Director of Engineering      Date

\_\_\_\_\_  
Director of Maintenance & Operations      Date

\_\_\_\_\_  
Director of Monitoring & Research      Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney      Date

\_\_\_\_\_  
General Counsel      Date



STATE OF ILLINOIS

# VILLAGE OF HOFFMAN ESTATES

DEPARTMENT OF DEVELOPMENT SERVICES

TRANSPORTATION AND ENGINEERING DIVISION

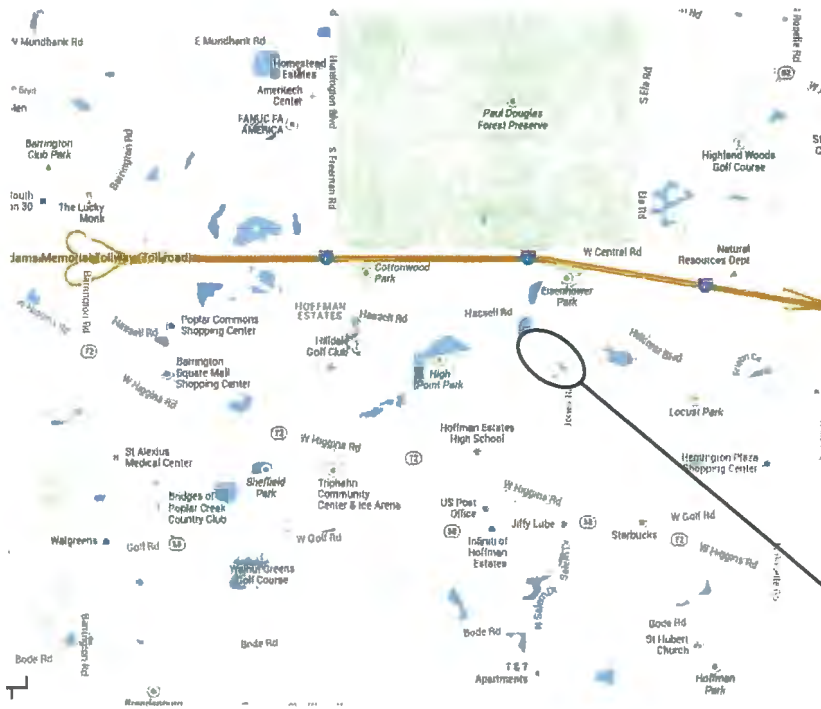
COOK COUNTY

## JONES RD / HIGHLAND BLVD STORM SEWER IMPROVEMENTS

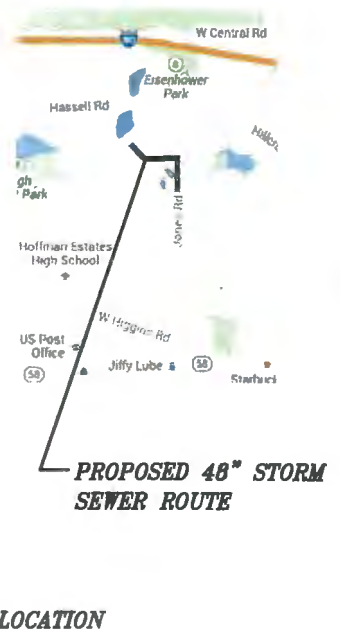
JONES ROAD TO HILLCREST BOULEVARD

NET LENGTH OF IMPROVEMENT = 1,830 FEET (0.37 MILES)

LOCATION MAP



PROJECT MAP



**PROJECT LOCATION**