

**INTERGOVERNMENTAL AGREEMENT FOR DESIGN, CONSTRUCTION, USE,  
OPERATION, AND MAINTENANCE OF STORMWATER AND RECREATIONAL  
IMPROVEMENTS AT THE BUFFALO CREEK FOREST PRESERVE**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the “*Agreement*”) is entered into as of \_\_\_\_\_, 2016 (“*Effective Date*”), by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic existing under the laws of the State of Illinois (hereinafter “*MWRD*”); Lake County Forest Preserve District, a body politic and corporate (hereinafter “*LCFPD*”); and the Village of Buffalo Grove, a municipal corporation (hereinafter the “*Village*”) (hereinafter collectively known as the “*Parties*”).

**WITNESSETH:**

**WHEREAS**, the MWRD is a body corporate and politic organized and existing under the laws of the State of Illinois, 70 ILCS 2605/1 et seq., having among its powers the authority to construct, operate, and maintain flood control facilities; and

**WHEREAS**, the LCFPD is a body politic and corporate, organized under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 et seq., and having among its powers the authority to construct, operate, and maintain recreational facilities and to acquire and own land that is required to store flood waters, or control other drainage and water conditions; and

**WHEREAS**, the Village is a municipal corporation organized, operating, and existing under the laws of the State of Illinois, and having among its powers the authority to construct, operate, and maintain flood control facilities; and

**WHEREAS**, the Parties entered into an agreement in 1973 entitled “Agreement between the Lake County Forest Preserve District and the Village of Buffalo Grove, Illinois and the Metropolitan Sanitary District of Greater Chicago for Buffalo Creek Retention Reservoir Lake County, Illinois” and the Parties further amended said agreement on December 17, 1984 pursuant to an “Agreement Amending a Previous Agreement between the Lake County Forest Preserve District and the Village of Buffalo Grove, Illinois and the Metropolitan Sanitary District of Greater Chicago for the Buffalo Creek Retention Reservoir Lake County, Illinois” (such agreements are collectively referred to herein as the “*Original IGA*”); and

**WHEREAS**, the Original IGA provided that LCFPD would acquire certain land that is now commonly known as the “*Buffalo Creek Forest Preserve*,” and grant to the MWRD an easement across a portion of the Buffalo Creek Forest Preserve, which portion is legally described on **Exhibit A** attached hereto as the “*Easement Property*,” for “flood control and related purposes” and for “the construction of

a flood control reservoir which will reduce flooding within the corporate limits of the [MWRD] and the Village and other downstream areas in Cook County” (the “*Easement*”); and

**WHEREAS**, on March 1, 1984, LCFPD granted the Easement to the MWRD pursuant to a document entitled “Perpetual Easement Grant,” recorded with the Lake County Recorder of Deeds as Document No. 2269954 (the “*Original Grant*”). and thereafter, the MWRD constructed a reservoir within the Easement Property, that has approximately 760 acre-feet of storage capacity (the “*Original Reservoir*”); and

**WHEREAS**, the MWRD desires to increase the Original Reservoir's capacity for flood control by approximately 184 acre-feet of storage (the “*Additional Capacity*”) (the Original Reservoir, expanded to include the Additional Capacity, is referred to herein as the “*Expanded Reservoir*”); a conceptual configuration of the Expanded Reservoir is generally depicted on the concept plan attached hereto as **Exhibit B** (the “*Concept Plan*”); and

**WHEREAS**, to construct the Additional Capacity, MWRD will excavate a portion of Buffalo Creek Forest Preserve and desires to place the excavated material from such excavation on a portion of Buffalo Creek Forest Preserve located west of Schaeffer Road, and LCFPD is willing to allow such placement, if the excavated material is graded, seeded, and planted as part of a prairie restoration project, as provided in this Agreement (the area in which the fill will be placed and that will be the location of the prairie restoration project is generally depicted as the “*Upland Restoration and Buffer Areas*” on the Concept Plan); and

**WHEREAS**, the excavation work necessary to create the Additional Capacity will impact existing stream channels within Buffalo Creek Forest Preserve and, to mitigate such impacts as required by the United States Army Corps of Engineers (“*USACE*”), MWRD is required to perform mitigation work along the main stem of Buffalo Creek and the west unnamed tributary (east of Schaeffer Road) within Buffalo Creek Forest Preserve, which could include reducing the grade of stream banks where steeper grades have resulted from erosion, the removal of invasive species, and the planting of native species along stream banks (the “*Stream Channel Mitigation Work*”); and

**WHEREAS**, the LCFPD desires that certain improvements be constructed within the Buffalo Creek Forest Preserve that will enhance the public use of, and restore and preserve the natural features of, the Buffalo Creek Forest Preserve, including trails, bridges, boardwalks, overlooks, parking areas, grading, landscaping, and restored areas (including restored prairies, new wetlands, and restored shorelines, the Upland Restoration and Buffer Areas, and the Stream Channel Mitigation Work) (the “*Preserve Improvements*”); LCFPD previously engaged Pearson, Brown & Associates, Inc. to prepare design plans for certain portions of the Preserve Improvements, which plans are described on **Exhibit C**

and, by this reference, incorporated into this Agreement (the “**Original Plans**”); some of the Preserve Improvements are also generally depicted on the Concept Plan; and

**WHEREAS**, LCFPD has obtained permits for the construction of certain portions of the Preserve Improvements in accordance with the Original Plans, including permits from the USACE, the Lake County Stormwater Management Agency, and the Lake County Department of Transportation (the “**Existing Permits**”); and

**WHEREAS**, LCFPD has expended funds for the preparation of the Original Plans, obtaining the Existing Permits, and other matters related to the design of and planning for certain portions of the Preserve Improvements and intended to solicit bids for the construction of certain portions of the Preserve Improvements in accordance with the Original Plans and the Existing Permits, but, at MWRD's request, has delayed such solicitation to give the Parties an opportunity to receive the benefits provided for in this Agreement; and

**WHEREAS**, MWRD has retained Hey & Associates, Inc. (the “**Consultant**”) to design and engineer the Additional Capacity, the Expanded Reservoir, the Upland Restoration and Buffer Areas, and the other Preserve Improvements; and

**WHEREAS**, MWRD has expended funds to further refine and enhance the Preserve Improvements including, but not limited to raising Boardwalk 3 above the 100-year flood to allow for continuous access along the southern trail loop through the Buffalo Creek Forest Preserve; and

**WHEREAS**, the Consultant has prepared and provided to the LCFPD near-final plans and specifications dated February 2, 2016, depicting the construction of the Expanded Reservoir and the Preserve Improvements (collectively, the “**Work**”) and such plans and specifications are described on **Exhibit D** and, by this reference, incorporated into this Agreement (the “**98% Plans**”); and

**WHEREAS**, the LCFPD has approved the 98% Plans; and

**WHEREAS**, the Parties acknowledge that (i) the Buffalo Creek Forest Preserve is subject to an agreement between the LCFPD and the Illinois Department of Natural Resources (“**IDNR**”) related to a Land and Water Conservation Fund grant and agreement received by the LCFPD from IDNR (the “**LAWCON Agreement**”), attached hereto as **Exhibit E**, (ii) pursuant to the LAWCON Agreement, the LCFPD is the local sponsor of a public outdoor recreational project at Buffalo Creek Forest Preserve, (iii) the LAWCON Agreement places certain restrictions on the use of the Property and prohibits a conversion of the Property to a use or uses other than public outdoor recreational uses, as determined under applicable law (a “**Conversion**”), unless the Conversion is approved as required by applicable law, and

(iv) LCFPD has obtained verification from IDNR that this Agreement and the Parties actions pursuant thereto, comply with the LAWCON Agreement and will not cause a prohibited Conversion, and such verification is attached hereto as **Exhibit F** (the "**LAWCON Verification**").

**WHEREAS**, the Parties acknowledge and agree that (i) the Easement Property already includes all portions of Buffalo Creek Forest Preserve that are necessary for MWRD to perform the Work, except for the Work to be performed west of Schaeffer Road and (ii) LCFPD and MWRD will execute the Temporary Easement Agreement (as provided in Article 2.B.) to MWRD to perform the Work west of Schaeffer Road; and

**WHEREAS**, the Parties further acknowledge and agree that (i) it is appropriate to approve the Amendment to Grant (as provided in Article 2.A.), which will provide record notice that the Original Grant is subject to this Agreement and that this Agreement will supersede the Original IGA in the event of a conflict and (ii) following approval of this Agreement and the Amendment to Grant, MWRD will have the right to construct the Work and to operate the Expanded Reservoir pursuant to the Original Grant, as amended, and this Agreement, subject to the LAWCON Agreement;

**WHEREAS**, on \_\_\_\_\_, the MWRD Board of Commissioners authorized the MWRD to enter into this intergovernmental agreement with the LCFPD and the Village; and

**WHEREAS**, on \_\_\_\_\_ the LCFPD's Board of Commissioners authorized the LCFPD to enter into this intergovernmental agreement with the MWRD and the Village; and

**WHEREAS**, on \_\_\_\_\_ the Village's Corporate Authorities authorized the Village to enter into this intergovernmental agreement with the MWRD and the LCFPD; and

**WHEREAS**, the MWRD, the LCFPD, and the Village are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with other units of local government to exercise, combine or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the MWRD, the LCFPD, and the Village have determined it is in the best interests of the Parties, as well as the residents and individuals served by the Parties to utilize certain of each other's facilities as described in this Agreement; and

**WHEREAS**, the MWRD, the LCFPD, and the Village have a history of working cooperatively for their mutual benefit and the benefit of their respective constituents and desire to further define their respective rights and responsibilities with respect to the joint activities and improvements described herein;

**NOW, THEREFORE**, pursuant to the authorities recited above and all applicable authority, in consideration of the matters set forth in this Agreement, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the MWRD, the LCFPD, and the Village 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. PROPERTY INTERESTS.**

- A. Amendment to Grant.** Within five (5) days after the Effective Date, LCFPD and MWRD shall execute the “Amendment to Perpetual Easement Grant” attached hereto as **Exhibit G** (the “*Amendment to Grant*”).
- B. Temporary Site Access.** Within five (5) days after the Effective Date, LCFPD and MWRD will execute the “*Temporary Easement Agreement*” attached hereto as **Exhibit H**, granting to MWRD a temporary construction easement (the “*Temporary Easement*”) to MWRD for construction of the Work.

**ARTICLE 3. REIMBURSEMENT.**

In consideration of MWRD utilizing LCFPD's plans and specifications for certain portions of the Preserve Improvements, MWRD will reimburse LCFPD in the amount of \$147,899.00 (the “*Reimbursement Amount*”) within the later of thirty (30) days after LCFPD has approved the Final Plans (as defined in Article 4.B.) and notified MWRD of such approval and thirty (30) days after the Effective Date.

**ARTICLE 4. FINAL DESIGN AND CONSTRUCTION OF EXPANDED RESERVOIR AND PRESERVE IMPROVEMENTS.**

- A. Permits.** LCFPD will assign or transfer the Existing Permits to MWRD, to the extent the Existing Permits authorize the Work and to the extent such assignment is authorized by the agencies that issued the Existing Permits. MWRD will be responsible for obtaining any required amendments to the Existing Permits and all other permits, approvals, and authorizations for the Work, at no cost to LCFPD.

## **B. Contract Documents.**

- (i) **Preparation of Contract Documents.** MWRD will prepare, or cause its Consultant to prepare, at no cost to LCFPD or the Village, (i) final plans and specifications for the Work (the "*Final Plans*"), (ii) one or more construction contracts (the "*Construction Contract*") for the construction of the Work, and (iii) a schedule for construction of the Work (the "*Schedule*") (collectively, the "*Contract Documents*").
- (ii) **Final Plans.** The Final Plans must be consistent with the 98% Plans and this Agreement and are subject to approval by LCFPD. LCFPD shall not unreasonably delay its review of the Final Plans and may withhold its approval of the Final Plans only if they are inconsistent with the 98% Plans or this Agreement.
- (iii) **Construction Contract.** The Construction Contract will require the Work Contractor (as defined herein) to:
  1. fully restore any portion of Buffalo Creek Forest Preserve that is damaged by the Work to its pre-construction condition,
  2. comply with applicable law, including the Public Construction Bond Act, 30 ILCS 550/0.01 et seq., and deposit with the MWRD, the LCFPD, and the Village, a bond in the MWRD standard bond form, attached hereto as **Exhibit I**, (but naming MWRD as obligee and LCFPD as dual obligee of such bond),
  3. provide insurance as required in Article 6,
  4. grant to the LCFPD and the Village the right to inspect the Work upon reasonable notice to MWRD,
  5. provide a guarantee, as described in the General Conditions (Article 36) of Volume 2 of the 98% Plans, to MWRD that, for a period of one year after MWRD approves in writing the construction of the Preserve Improvements that are not natural areas (such as restored prairies, new wetlands, restored shorelines, the Upland Restoration and Buffer Areas, and the Stream Channel Mitigation Work) (the "*Structural Preserve Improvements*"), the Structural Preserve Improvements will be free from defects in materials and workmanship, which guarantee is in addition to Work Contractor's obligations pursuant to Article 4.D.(i). Prior to MWRD approving the construction of the Structural Preserve Improvements, MWRD will give LCFPD a reasonable opportunity to comment on the construction of said improvements. MWRD will approve in writing the

construction of the Structural Preserve Improvements when they are installed in accordance with the Contract Documents and LCFPD concurs, and such concurrence shall not be unreasonably withheld or delayed by LCFPD. After approval of construction of the Structural Preserve Improvements, MWRD will enforce the guarantee of the work on behalf of LCFPD.

6. with respect to Temporary Storm Water Pollution Control, as described in Section 01 5723 of Volume 2 of the 98% Plans, submit a work plan to MWRD for review and approval, prior to the start of in-stream work. LCFPD may review and comment on the work plan. MWRD will consider and incorporate all comments from LCFPD with reasonable discretion,
7. with respect to Site Clearing and Grubbing, as described in Section 31 1005 of Volume 2 of the 98% Plans, for each day during which the Work Contractor desires to burn brush piles, obtain LCFPD's approval to conduct such burning on that day (which approval will be granted or withheld based only on the extent to which wind, humidity, precipitation, and other conditions will cause such burning to negatively impact owners and occupants of property adjacent to Buffalo Creek Forest Preserve),
8. with respect to Wetland Planting, as described in Section 32 9123 of Volume 2 of the 98% Plans, during the time during which any wetland plants are being installed, provide at the construction progress meetings an annotated planting plan to MWRD, to be shared with LCFPD, identifying the quantity and species of plants installed during the previous week, along with the areas within which they were installed,
9. with respect to onsite Stream Channel Mitigation Work, as provided in Appendix C in Volume 3 of the 98% Plans (p. 10, ¶¶ 2 and 4), (i) prior to removing trees, shrubs, or other vegetation for the Stream Channel Mitigation Work, give LCFPD a reasonable opportunity to identify specimen trees and native shrubs to be left in place and (ii) prior to the installation of each riffle/grade control feature as part of the Stream Channel Mitigation Work, give LCFPD a reasonable opportunity to approve the location of each such feature (which identifications and approvals will not be unreasonably made, withheld, or delayed), and
10. complete all Work in accordance with the Final Plans and all applicable laws (including any applicable USACE requirements).

The Construction Contract will be substantially in the form of the contract attached hereto as **Exhibit J**. MWRD will not amend the Construction Contract in any manner that limits LCFPD's rights under this Agreement.

- (iv) **Schedule.** The Schedule will ensure that the Work (excluding required natural area monitoring and management, which MWRD will complete in accordance with Article 4.D.(i)) is complete by the date that is 36 months after the Effective Date of this Agreement (the "**Substantial Completion Date**"). The Schedule will include a phasing/sequencing schedule approved by LCFPD that (i) for the portion of Buffalo Creek Forest Preserve east of Schaeffer Road, allows users at all times to drive their vehicles into and park within the parking lot located in the northeast corner and walk, via one or more trails, between the parking lot and the intersection of the trail with Schaeffer Road, except that, after giving LCFPD 14 day advance notice, MWRD may close such parking lot for a period of time not to exceed 30 days, (ii) for the portion of Buffalo Creek Forest Preserve west of Schaeffer Road, allow users at all times to walk via one or more trails between Schaeffer Road and Checker Road, and (iii) otherwise keeps as much of Buffalo Creek Forest Preserve open and safe for the public use as is practical. LCFPD approval of the Schedule shall not be unreasonably made, withheld, or delayed. LCFPD reserves the right to temporarily close portions of Buffalo Creek Forest Preserve to the public if it deems it necessary or appropriate to do so.

- C. **Award of Contracts and Performance of Work.** After completion of the Contract Documents, MWRD shall, in accordance with applicable law, solicit competitive bids for the Work to be performed pursuant to the Construction Contract, notify LCFPD and the Village of the bidders and amounts of their bids, and award the Construction Contract for the Work to the lowest responsible bidder or bidders (collectively, the "**Work Contractor**"). MWRD is required by law to award the Construction Contract to the lowest responsible bidder. The Village and LCFPD may request an opportunity to comment upon the qualifications of the lowest responsible bidder prior to the award of the Construction Contract work; however MWRD's decision on the award of the Construction Contract shall be binding and conclusive. MWRD will provide a full photocopy of the executed Construction Contract to LCFPD and the Village. MWRD will provide written notice to LCFPD and the Village of the date upon which Work will commence. MWRD shall cause the Work to be constructed by the Work Contractor at no cost to LCFPD or the Village in accordance with the Contract Documents. If LCFPD requests a change order to the Contract Documents that changes the scope of Work for the Preserve Improvements, but does not change the design of, or unreasonably interfere with the construction of, the Expanded Reservoir,



then MWRD will approve, and cause the Work Contractor to approve, such change order. LCFPD will be responsible for any increase to the price of the Construction Contract arising from such change in scope of the Work. Before it approves the Work Contractor's construction of the Preserve Improvements as conforming to the Contract Documents, MWRD shall give LCFPD a reasonable opportunity to inspect the Preserve Improvements and provide written comments to MWRD as to whether the Preserve Improvements have been constructed in accordance with the Contract Documents. MWRD's approval or acceptance of the Work will not be deemed to waive or bar any right or claim of LCFPD for breach of or default under this Agreement or (to the extent LCFPD has third-party enforcement rights under the Construction Contract) the Construction Contract, unless such acceptance is based on LCFPD's express written approval or acceptance of the relevant portion of the Work.

**D. Post-Construction Obligations.**

(i) **Natural Area Monitoring and Management and Tree and Shrub Maintenance.**

1. MWRD shall cause the Work Contractor to maintain all new trees and shrubs in accordance with the maintenance standards set forth in the 98% Plans for a period of one (1) year after the date upon which MWRD approves in writing the installation of the trees and shrubs and shall replace any tree or shrub that dies within such period at no cost to LCFPD.
2. MWRD shall, and shall cause the Work Contractor to, monitor and manage all prairie areas restored as part of the Work, including the Upland Restoration and Buffer Areas, that are within the "3-YEAR MONITORING & MANAGEMENT" areas depicted on Sheet Numbers L-116 and L-117 of the 98% Plans, in accordance with the performance criteria set forth in Section 32 7220 of Volume 2 of the 98% Plans, the USACE permit, and in Appendix D of Volume 3 of the 98% Plans for a period of three (3) years (or any longer period required by law) after the date upon which MWRD approves in writing the construction of all restored prairie areas, except that, if such performance criteria are not satisfied by the end of such 3-year (or longer) period, the Work Contractor shall continue adaptive management and monitoring until such performance criteria are satisfied and MWRD receives written confirmation from USACE indicating the adaptive management plan has been carried out to USACE's satisfaction.
3. MWRD shall, and shall cause the Work Contractor to, monitor and manage all new wetlands and restored shorelines constructed as part of the Work that are

within the “3-YEAR MONITORING & MANAGEMENT” areas depicted on Sheet Numbers L-116 and L-117 of the 98% Plans, in accordance with the performance criteria set forth in Section 32 7220 of Volume 2 of the 98% Plans, the USACE permit, and in Appendix D of Volume 3 of the 98% Plans for a period of three (3) years (or any longer period required by law) after the date upon which MWRD approves in writing the construction of all new wetlands and restored shorelines, except that, if such performance criteria are not satisfied by the end of such 3-year (or longer) period, the Work Contractor shall continue adaptive management and monitoring until such performance criteria are satisfied and MWRD receives written confirmation from USACE indicating the adaptive management plan has been carried out to USACE’s satisfaction.

4. MWRD shall, and shall cause the Work Contractor to, monitor and manage the areas improved by the Stream Channel Mitigation Work that are within the “5-YEAR MONITORING & MANAGEMENT” areas depicted on Sheet Numbers L-116 and L-117 of the 98% Plans, in accordance with the performance criteria set forth in Section 32 7220 of Volume 2 of the 98% Plans, the USACE permit, and in Appendix C of Volume 3 of the 98% Plans for a period of five (5) (or any longer period required by law) after the date upon which MWRD approves in writing the construction of the Stream Channel Mitigation Work, except that, if such performance criteria are not satisfied by the end of such 5-year (or longer) period, the Work Contractor shall continue adaptive management and monitoring until such performance criteria are satisfied and MWRD receives written confirmation from USACE indicating the adaptive management plan has been carried out to USACE’s satisfaction.

Acceptance of the trees and shrubs, restored prairie areas, new wetlands and restored shorelines, and the areas improved by the Stream Channel Mitigation Work will be in accordance with the Contract Documents.

- (ii) **As-Built Surveys.** After the Work has been completed in accordance with the Contract Documents, MWRD, at no cost to LCFPD or the Village, will cause the Work Contractor to deliver surveys to LCFPD and the Village depicting the as-built condition of all finished Structural Preserve Improvements (“*Improvement As-Built*”) and any as-built surveys or drawings of any portion of the Work that are required by any other governmental agency. For each such Preserve Improvement, the Improvement As-Built shall (i) depict the finished Preserve Improvement in accordance with ALTA/ACSM standards, (ii) depict the finished Preserve

Improvement in cross-sections, at intervals of not less 50 feet, (iii) depict the topography of that portion of the Buffalo Creek Forest Preserve upon which the finished Preserve Improvement is constructed and within 50 feet of each direction from the Preserve Improvement, providing such information as is generally provided in a topographic survey, including spot elevations at intermediate stations and grade changes sufficient to provide as-built contours, and (iv) be provided in MicroStation V8 format, based on a "seed file" template to be provided by LCFPD and adjusted to the horizontal and vertical standards described below. To prepare the Improvement As-Built, MWRD shall cause its surveyor to establish horizontal and vertical control points within the Buffalo Creek Forest Preserve. All horizontal control points shall reference the Illinois State Plane Coordinates Eastern Zone NAD 83 and all vertical control points shall reference North American Vertical Datum of 1988. Global Positioning Systems may be utilized but information must be provided in feet not meters.

#### **ARTICLE 5. PERMITS AND FEES.**

- A. Permits.** The MWRD shall obtain all federal, state, and county permits required by law for the construction of the Additional Capacity and Expanded Reservoir. Additionally, the MWRD will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Work. LCFPD and the Village shall have the full right to participate in all meetings and proceedings relative to the consents, permits, and approvals required for construction of the Work. The MWRD shall provide advance notice of all such meetings and proceedings to the LCFPD and the Village. The MWRD shall assume any costs incurred in procuring all such consents, permits, and approvals necessary to construct the Work. The Village and LCFPD will cooperate with MWRD in the procurement of any applications or other documents necessary or desirable for MWRD to procure said consents, permits, and approvals.
- B. Exemptions and Waivers.** LCFPD shall exempt the MWRD and the Work Contractor from all LCFPD permit requirements applicable to the Work, including any associated fees. The Village shall exempt MWRD and the Work Contractor from any fees associated with any Village permit requirements. Additionally, the Village and LCFPD will exempt the MWRD and the Work Contractor from any fees associated with the plan review and inspection of the Work by the Village or LCFPD. The Village and LCFPD may, upon written request, also grant the MWRD waivers to applicable work-hour limits and truck-traffic restrictions, provided that reasonable health, safety, and public welfare requirements are met, and the Village and LCFPD will not unreasonably withhold said waivers. MWRD acknowledges that neither the Village nor LCFPD

has authority to grant waivers or exemptions from any applicable Lake County requirements, fees, limits, or restrictions.

**ARTICLE 6. INSURANCE.**

- A. MWRD shall cause the Work Contractor to procure, maintain, and keep in full force and effect, for the entire time that the Work is being performed, at no cost to LCFPD, insurance in the coverages and limits, and subject to the requirements, identified on **Exhibit K** (the "*Insurance Requirements*").

**ARTICLE 7. INDEMNIFICATION.**

- A. **LCFPD Obligations.** The LCFPD shall indemnify, defend, and hold harmless (i) MWRD and its president, commissioners, officers, employees, servants, and agents ("*MWRD Indemnified Parties*") and (ii) the Village and its president, trustees, officers, employees, servants, and agents ("*Village Indemnified Parties*") from and against any and all claims, actions, causes of action, suits, orders, losses, costs, liabilities, damages, and expenses incurred, suffered, or sustained at any time after the Effective Date and in perpetuity for which an Indemnified Party may become liable (irrespective of whether any such Indemnified Party is a party to any claim, action, cause or suit for which indemnification is sought), excluding reasonable attorney's fees, costs and disbursements (collectively, the "*Claims*"), incurred by such Indemnified Parties as a result of, or relating to injury or to death of persons or loss or damage to property arising from the negligent act or omission of the LCFPD, except to the extent a Claim arises out of the negligence or fault of the Indemnified Party.
- B. **MWRD Obligations.** The MWRD shall indemnify, defend, and hold harmless (i) LCFPD and its president, commissioners, officers, employees, servants, and agents ("*LCFPD Indemnified Parties*") and (ii) the Village Indemnified Parties from and against any and all Claims incurred by such Indemnified Parties as a result of, or relating to injury to or death of persons or loss or damage to property arising from the negligent act or omission of the MWRD, except to the extent a Claim arises out of the negligence or fault of the Indemnified Party.
- C. **Village Obligations.** The Village shall indemnify, defend, and hold harmless (i) LCFPD Indemnified Parties and (ii) MWRD Indemnified Parties from and against any and all Claims incurred by such Indemnified Parties as a result of, or relating to injury to or death of persons or loss or damage to property arising from the negligent act or omission of the Village, except to the extent a Claim arises out of the negligence or fault of the Indemnified Party.
- D. **No Waiver of Immunity.** A Party's indemnification obligation will not be deemed to waive or limit any immunity or other defense.

**ARTICLE 8. REPRESENTATIONS AND WARRANTIES.**

**A. Representations of LCFPD.** LCFPD covenants, represents and warrants, that of the date of this Agreement and throughout its term, as follows:

- (i) LCFPD has full authority to execute, deliver and perform or cause to be performed this Agreement;
- (ii) LCFPD has the power and authority to convey and acquire the certain property rights and interests set forth herein to and from the MWRD and the Village and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed on behalf of LCFPD are duly authorized to sign same on behalf of and to bind the LCFPD;
- (iii) 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 LCFPD or any instrument to which the LCFPD is a party or by which LCFPD is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**B. Representations of Village.** The Village covenants, represents and warrants, that of the date of this Agreement and throughout its term, as follows:

- (i) Village has full authority to execute, deliver and perform or cause to be performed this Agreement;
- (ii) Village has the power and authority to convey and acquire the certain property rights and interests set forth herein to and from the MWRD and the LCFPD and all required action and approvals therefore have been duly taken and obtained. 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;
- (iii) 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 a party or by which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**C. Representations of MWRD.** MWRD covenants, represents and warrants, that of the date of this Agreement and throughout its term through, as follows:

- (i) MWRD has full authority to execute, deliver and perform or cause to be performed this Agreement;
- (ii) MWRD has the power and authority to convey and acquire the certain property rights and interests set forth herein to and from the LCFPD and the Village and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed on behalf of the MWRD are duly authorized to sign same on behalf of and to bind the MWRD;
- (iii) 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 MWRD or any instrument to which the MWRD is a party or by which the MWRD is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**ARTICLE 9. MAINTENANCE, OPERATION, AND CONTROL.**

- A. Prior Responsibilities.** Prior maintenance, operation, and control responsibilities as provided in the Original IGA no longer apply and are replaced by the following maintenance, operation, and control responsibilities for each Party.
- B. Maintenance Site.** MWRD and the Village shall have, and LCFPD reserves its right to, have complete access to the Maintenance Site at all times. The "*Maintenance Site*" shall be defined as the area bounded as follows: Arlington Heights Road to the east, Checker Road to the north (excepting the area designated as the Schalzetti subdivision), Schaeffer Road to the west (excepting the Keiser property), and Lake-Cook Road to the south (as denoted in **Exhibit L**).
- C. MWRD Obligations.** MWRD shall, in perpetuity, be responsible for the continued maintenance of the structural integrity of the flood control facilities, which shall include the Outlet Control Structure [principal concrete spillway/weir with 48" reinforced concrete pipe (RCP)], Auxiliary Spillway, Emergency Spillway, and Energy Dissipation Pool (as denoted on **Exhibit L**).
- D. Village Obligations.** The Village shall, in perpetuity, have the following maintenance responsibilities (the "**Village Maintenance Obligations**"):
  - i. with regard to the Maintenance Site: If there is trash, debris, ice or any other matter within the Maintenance Site that has impeded or stopped the proper and free flow of water or prevented proper operation of the Expanded Reservoir, the Village shall use its best efforts, upon receipt of notification of such condition by MWRD or LCFPD, to remove same. All structures within the Maintenance Site shall be kept clear of any and

all debris to permit free flow of water and provide the designed waterway capacity during flood, low flow, and at all other periods. Any permanent water bodies and their shoreline shall be maintained and repaired, as necessary, so as not to create a nuisance.

- ii. with regard to the Village Mowing Area denoted in **Exhibit L**: The Village shall mow the 3.15 acre area to a two-inch (2") height twice a year, once in the spring and once in the fall, and
- iii. with regard to the Grade Control Structure denoted in **Exhibit L**: The Village shall own and maintain the structural integrity of the system, making any repairs as necessary to maintain proper conveyance and grade control of Buffalo Creek Tributary A.

The Village shall not construct any improvements or structures on the property without written approval of MWRD or LCFPD.

The Village shall not be responsible or liable for the repair or replacement of any buildings, improvements, or structures owned by the MWRD or LCFPD within the Buffalo Creek Forest Preserve. In the event that the Village fails to properly maintain the Maintenance Site, Mowing Area, or Grade Control Structure in accordance with this Section, the MWRD or LCFPD may issue a 30 calendar day notice to the Village directing such maintenance. If the Village does not cause such maintenance to be commenced within 30 calendar days, after receipt of such notice, the MWRD or LCFPD may cause such maintenance to be performed and the Village shall pay to MWRD or LCFPD the entire cost thereof immediately upon rendition of bills to the Village by the MWRD or LCFPD.

- E. LCFPD Obligations.** LCFPD shall operate and maintain each Preserve Improvement, including restored prairies, new wetlands, restored vegetation along the shorelines, the Upland Restoration and Buffer Areas and the areas improved by Stream Channel Mitigation Work after they are constructed or improved under this Agreement. In addition, LCFPD shall not sell or otherwise dispose of the any Preserve Improvement in violation of the Tax Agreement (as defined herein). LCFPD's obligation to maintain trees, shrubs, new wetlands, the Upland Restoration and Buffer Areas, and the areas improved by Stream Channel Mitigation Work will not commence until MWRD and the Work Contractor have satisfied their obligations pursuant to Article 4.D.
- F. Joint Inspections.** Joint inspections shall be made by MWRD and the Village, with findings and issues shared with LCFPD, during April and October each year, and at such other times as conditions may require in order to assure adequate maintenance of the Maintenance Site. MWRD shall be responsible for coordinating the joint inspections and communicating the results of said inspections to the respective parties.
- G. LCFPD Reservation of Rights.** Notwithstanding any other portion of this Agreement, the

Original IGA, and the Original Grant, LCFPD reserves the right, subject to the LAWCON Agreement, Article 10, and the Tax Exemption Certificate and Agreement provided in **Exhibit M**, to use any portion of the Buffalo Creek Forest Preserve for any lawful purpose, including recreational fishing on all open water portions of the Original Reservoir and Expanded Reservoir, and to construct buildings, improvements, and structures thereon, provided that such uses, buildings, improvements, and structures do not interfere with MWRD's rights under the Original Grant. LCFPD will not vary, alter, or otherwise change the flood control facilities as designed and constructed, without written consent of MWRD. If LCFPD plans to construct any buildings, improvements, or structures within the Easement Property, in addition to the Preserve Improvements, LCFPD shall provide plans therefore to MWRD's Director of Engineering, for his or her review and approval in writing, as to the adverse impact that such building, improvement, or structure would have on MWRD's ability to access, operate and maintain the Expanded Reservoir. If MWRD advises LCFPD of an adverse impact, LCFPD and MWRD will work cooperatively to address MWRD's concerns. LCFPD will continue to be the fee simple owner of the Original Reservoir and will be the fee simple owner of the Expanded Reservoir, and the Preserve Improvements, including the restored prairies, new wetlands, restored shorelines, the Upland Restoration and Buffer Areas, and the areas improved by the Stream Channel Mitigation Work. If this Agreement terminates for any reason before the Preserve Improvements are completely constructed, LCFPD may construct the Preserve Improvements in accordance with the Original Plans, the 98% Plans, or the Final Plans (or any combination thereof) and, by their execution of this Agreement, MWRD and the Village will be deemed to have provided whatever consent is necessary under the Original Grant for such construction.

#### **ARTICLE 10. TAX EXEMPT STATUS**

- A. Neither LCFPD nor the Village shall use or permit to be used or operated the Work in any manner or for any purpose or take any action or omit to take any action in violation of the Tax Agreement (as defined below). The purpose of the Tax Agreement is to preserve the exclusion from gross income for federal income tax purposes of the interest on certain obligations of MWRD and any credit payment or tax credit to MWRD 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*"). LCFPD and the



Village agree to provide a certification and agreement, in the form as attached to this Agreement as **Exhibit M** 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 MWRD. The Tax Agreement contemplates that, in certain situations, MWRD may pay monies to LCFPD or the Village, in lieu of MWRD constructing and transferring a "Facility" (as defined in the Tax Agreement) and such a payment will trigger certain covenants and record-keeping obligations on the part of LCFPD or the Village. MWRD will not make any such payment to LCFPD or the Village, unless LCFPD or the Village, as the case may be, agrees to receive such payment in an amendment to this Agreement.

#### **ARTICLE 11. GENERAL PROVISIONS.**

- A. Compliance with Laws; Governing Law.** In exercising their rights under the Original IGA, this Agreement, and the Original Grant, the Parties shall comply with all applicable federal, state, and local laws. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. The Parties agree that, pursuant to Section 20 of the Downstate Forest Preserve District Act, 70 ILCS 805/20, and LCFPD Ordinance No. 2257 enacted pursuant thereto, all Work is subject to the building codes and regulations of the County of Lake, and not that of any municipality.
- B. Restoration.** If any Work by MWRD or the Work Contractor damages, destroys, or causes any adverse impact to the Buffalo Creek Forest Preserve, or any portion thereof, in any manner that is not authorized in the Contract Documents for the Work, MWRD shall restore, at no cost to LCFPD or the Village, such property to a condition at least as good as, the condition of such property before such damage, destruction, or adverse impact. Restorative measures shall be undertaken within a reasonable amount of time (but not more than 60 calendar days) after such damage, destruction, or adverse impact occurs, weather permitting.
- C. Hazardous Materials.** MWRD, LCFPD, and the Village covenant and agree that: (i) they and their officers, partners, agents, employees and Contractors shall comply with any and all federal, state, and local laws, ordinances, codes, rules and regulations that prohibit, restrict or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic substance, pollutant, contaminant or material (collectively, "**Hazardous Materials**") in connection with the Buffalo Creek Forest Preserve; and (ii) they and their officers, partners, agents, employees and Contractors shall not, and shall not permit or otherwise authorize any other person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape, leach, pump, pour, emit, empty, discharge, inject, dump, transfer, release or otherwise dispose of or deal with Hazardous

Materials in, on, under or about the Buffalo Creek Forest Preserve. The provisions of this Article shall survive any expiration or earlier termination of this Agreement.

**D. Nature, Survival And Transfer Of Obligations.** This Agreement may be recorded by LCFPD, at no cost to MWRD or the Village, against the Buffalo Creek Forest Preserve. The provisions of this Agreement shall run with and bind the Buffalo Creek Forest Preserve and shall bind, inure to the benefit of, and be enforceable by LCFPD, MWRD, and the Village, and any of their respective legal representatives, heirs, grantees, successors, and assigns, including any successor governing boards.

**E. Enforcement.**

(i) **Breach.** For any breach of this Agreement, the Parties may, in law or in equity, by suit, action, or any other proceeding, enforce or compel the performance of this Agreement and seek any appropriate remedy, including, without limitation, specific performance or mandamus.

(ii) **Venue.** Venue for any judicial action filed by a Party related to this Agreement will be in the Circuit Court of Cook County, Illinois.

**F. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Article, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to LCFPD shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District  
2000 N. Milwaukee Avenue  
Libertyville, IL 60048-1199  
Attention: Executive Director

With a copy to:

Matthew E. Norton, Esq.  
Holland & Knight LLP  
131 S. Dearborn Street  
30th Floor  
Chicago, IL 60603

Notices and communications to MWRD shall be addressed to, and delivered at, the following addresses:

Office of the Director of Engineering  
Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street  
Chicago, IL 60611-3154

With a copy to:

General Counsel  
Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street  
Chicago, IL 60611-3154

Notices and communications to Village shall be addressed to, and delivered at, the following addresses:

Office of the Village President  
Village of Buffalo Grove  
50 Raupp Blvd.  
Buffalo Grove, IL 60089

With a copy to:

William G. Raysa | Partner  
Tressler LLP  
233 S. Wacker Drive  
22nd Floor  
Chicago, Illinois 60606

The foregoing shall not be deemed to invalidate any notice actually received.

- G. Time Is of the Essence.** Time is of the essence in the performance of this Agreement.
- H. Exhibits.** Exhibits A through M attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement.
- I. Amendments and Modifications.** This Agreement may not be modified, changed or deleted unless in writing and executed by MWRD, the LCFPD and the Village. Any amendment to this Agreement must be approved by the Parties' governing Boards.

- J. Severability.** It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- K. No Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity that is not a Party or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express or implied waiver of any common law or statutory immunities or privileges of the LCFPD, the Village or MWRD, or any of their respective officials, officers or employees.
- L. Effective Date.** This Agreement becomes effective on the Effective Date, which shall be the date upon which the last signature is affixed hereto.
- M. Termination for Convenience.** MWRD shall have the right, upon seven (7) days written notice to the other parties and before the advertisement of the Construction Contract, to suspend or terminate this Agreement, with or without cause, for the convenience of MWRD without prejudice to any other remedy MWRD may have. In the event of termination for MWRD's convenience, MWRD shall pay the Reimbursement Amount to LCFPD within 30 days after such termination.
- N. No Assignment.** No Party may assign any rights or duties under this Agreement without the prior express written consent of the other Parties.
- O. Entire Agreement.** This Agreement and the Original IGA and their respective exhibits contain the entire agreement among the Parties regarding the subject matter hereof. All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement. The Original IGA will continue in full force and effect except that, if there is a conflict between this Agreement and the Original IGA, this Agreement controls.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago, Lake County Forest Preserve District, and the Village of Buffalo Grove, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

**VILLAGE OF BUFFALO GROVE**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Its: President

Attest: By: \_\_\_\_\_

DATE: \_\_\_\_\_

Its: Clerk

**LAKE COUNTY FOREST PRESERVE DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Its: Executive Director

Attest: By: \_\_\_\_\_

DATE: \_\_\_\_\_

Its: Clerk

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

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

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

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 and Operations

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

## INDEX OF EXHIBITS

|           |   |
|-----------|---|
| Exhibit A | Legal Descriptions of Buffalo Creek Forest Preserve and Easement Property   |
| Exhibit B | Concept Plan depicting Expanded Reservoir and certain Preserve Improvements |
| Exhibit C | List of Original Plans  |
| Exhibit D | List of 98% Plans   |
| Exhibit E | LAWCON Agreement  |
| Exhibit F | LAWCON Verification   |
| Exhibit G | Amendment to Grant  |
| Exhibit H | Temporary Easement Agreement  |
| Exhibit I | Standard MWRD Bond Form   |
| Exhibit J | Construction Contract   |
| Exhibit K | Insurance Requirements  |
| Exhibit L | General Depiction of Maintenance Site                                       |
| Exhibit M | Tax Exemption Certificate and Agreement                                     |

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Of Buffalo Creek Forest Preserve and Easement Property**



PERPETUAL EASEMENT GRANT

THIS INDENTURE WITNESSETH:

That LAKE COUNTY FOREST PRESERVE DISTRICT, a municipal corporation organized and existing under the laws of the State of Illinois, Lake County, Illinois, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, in hand paid by METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, 100 East Erie Street, Chicago, Cook County, Illinois, hereby grants, bargains, sells and conveys to said METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO a perpetual easement, right, privilege and authority for the purposes of construction, reconstruction, modification, operation, repair and restoration of a flood control facility known as Buffalo Creek Retention Reservoir over, upon, across, beneath and through those lands, legally described in Exhibit "A" attached hereto and made a part of this Perpetual Easement Grant, together with the right of ingress and egress from said lands at all times.

The parties specifically agree that the LAKE COUNTY FOREST PRESERVE DISTRICT and its successors and assigns shall have the absolute right to use the land legally described in Exhibit "A", for any purposes provided for by the Statutes of the State of Illinois, provided that no such use shall interfere with the use of said perpetual easement by the METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO as the site for a storm water detention reservoir as contemplated by the joint written Agreement made and entered into between the LAKE COUNTY FOREST PRESERVE DISTRICT, the METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, and the VILLAGE OF BUFFALO GROVE, dated December 20, 1973, and approved on or about April 25, 1974, and the escrow agreement between the LAKE COUNTY FOREST PRESERVE DISTRICT and the METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO dated June 23, 1977, which Agreements are incorporated by reference herein and made a part hereof, as though set forth in full.

IN WITNESS WHEREOF, the said LAKE COUNTY FOREST PRESERVE DISTRICT,  
Grantor herein, has caused these presents to be duly executed and its  
corporate seal to be hereunto affixed this 1st day of March,  
1984.

LAKE COUNTY FOREST PRESERVE DISTRICT

By Donald Morrison  
President

ATTEST:

Linda Louise Hess  
Secretary



This instrument prepared by:  
Donald T. Morrison & Assoc., P.C.  
Attorneys at Law  
32 N. West Street  
Waukegan, Illinois 60085

*Franklin Morrison*

1984 MAR -2 AM 11: 27

RECORDED  
LAKE COUNTY, ILLINOIS

2269954

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF L A K E )

I, Sharon A. Bennett, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Strenner, personally known to me to be the President of LAKE COUNTY FOREST PRESERVE DISTRICT, a body corporate and politic, and Linda Januzi Hess, personally known to me to be the Secretary of said LAKE COUNTY FOREST PRESERVE DISTRICT, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and such Secretary, they signed and delivered the said instrument as President and Secretary of said LAKE COUNTY FOREST PRESERVE DISTRICT, and caused the seal of said LAKE COUNTY FOREST PRESERVE DISTRICT to be affixed thereto, pursuant to authority given by the Board of Commissioners, LAKE COUNTY FOREST PRESERVE DISTRICT, as their free and voluntary act and as the free and voluntary act and deed of said LAKE COUNTY FOREST PRESERVE DISTRICT, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March, 1984.

Sharon A. Bennett  
NOTARY PUBLIC



My Commission expires:

5/15/86

PARCEL NO. MSD-6: A flood easement over the following described tract, being a part of the South 6.66 chains of the East 20 chains of Lot 1 of the South West quarter of Section 31, Township 43 North, Range 12, East of the 3rd P.M., (except for the North 150 feet of the West 547.8 feet and except for that part dedicated and used for public roads) in Lake County, Illinois.

PARCEL NO. MSD-1: A flood easement over a tract of land described as follows: Being a part of the West half of the Northeast quarter of Section 31, Township 43 North, Range 11, East of the 3rd P.M., in Lake County, Illinois: Commencing at the Southwest corner of the West half of the Northeast quarter of Section 31, Township 43 North, Range 11, East of the 3rd P.M., thence North 89 degrees 27 minutes 02 seconds East, along the said line of said quarter Section, 1,154.15 feet to the point of beginning; thence North 05 degrees 49 minutes 40 seconds West, 718.55 feet; thence North 89 degrees 38 minutes 43 seconds West, 381.08 feet; thence North 02 degrees 59 minutes 28 seconds West, 783.32 feet; thence North 89 degrees 30 minutes 16 seconds East, 275.00 feet; thence South 47 degrees 28 minutes 52 seconds East, 117.54 feet; thence South 30 degrees 57 minutes 50 seconds West, 125.00 feet; thence South 21 degrees 21 minutes 12 seconds West, 249.90 feet; thence South 38 degrees 46 minutes 33 seconds East, 37.79 feet; thence North 90 degrees 00 minutes 00 seconds East, 35.00 feet; thence South 60 degrees 15 minutes 18 seconds East, 201.56 feet; thence South 32 degrees 44 minutes 07 seconds East, 83.22 feet; thence South 52 degrees 31 minutes 06 seconds East, 93.00 feet; thence South 17 degrees 51 minutes 14 seconds West, 150.60 feet; thence South 01 degrees 00 minutes 13 seconds East, 681.99 feet to a point on the South line of the West half of the Northeast quarter which is 50 feet West of the Southeast corner thereof; thence South 89 degrees 27 minutes 02 seconds West, along the South line of said quarter Section, 122.00 feet, to the point of beginning in Lake County, Illinois, containing 8.70 acres (excepting therefrom all that part thereof falling in Checker Road).

EXHIBIT "A"

Page 2

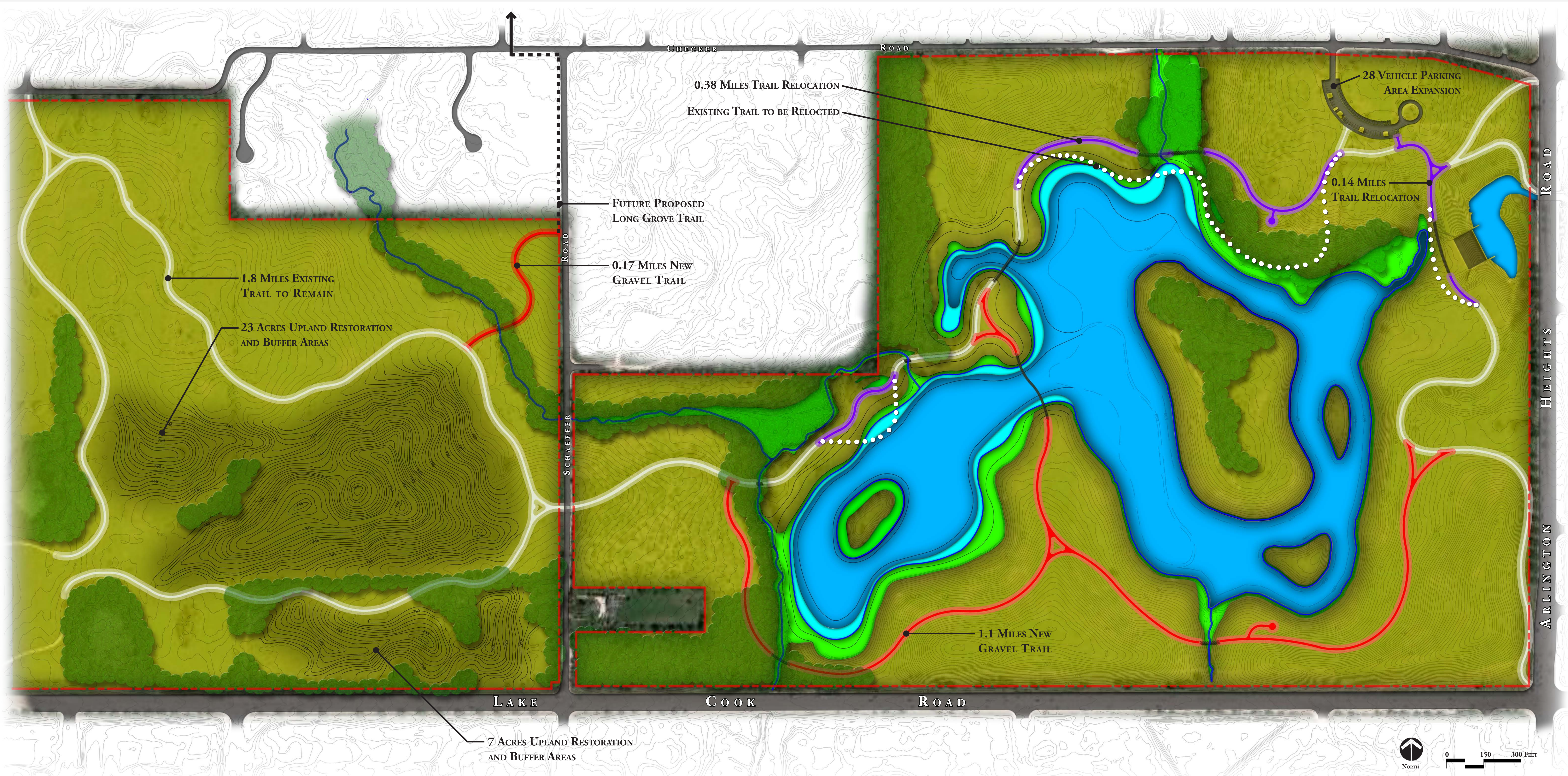
✓  
 Don Morrison  
 32 N. West St.  
 Wkgn, Ill 60085  
 pd.

**Exhibit B**

**Concept Plan depicting Expanded Reservoir  
and certain Preserve Improvements**



# BUFFALO CREEK RESERVOIR EXPANSION PREFERRED CONCEPT



PREPARED FOR:



METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO

PROPERTY OWNER:

**Lake County Forest Preserves**  
www.LCFPD.org

PREPARED BY:

**Hey and Associates, Inc.**  
Engineering, Ecology and Landscape Architecture

|                                | PREFERRED CONCEPT | EXISTING CONDITIONS | INCREASE        |
|--------------------------------|-------------------|---------------------|-----------------|
| FLOOD VOLUME AT ELEVATION 702: | 932.1 ACRE-FEET   | 760.8 ACRE-FEET     | 171.3 ACRE-FEET |
| OPEN WATER AREA:               | 40.1 ACRES        | 33.8 ACRES          | 6.3 ACRES       |
| EMERGENT ZONE AREA:            | 4.5 ACRES         | -----               | 4.5 ACRES       |
| WETLAND AREA:                  | 14.8 ACRES        | 14.1 ACRES          | 0.7 ACRES       |
| TRAIL (EAST OF SCHAEFFER RD):  | 2.8 MILES         | 1.7 MILES           | 1.1 MILES       |
| TRAIL (WEST OF SCHAEFFER RD):  | 1.97 MILES        | 1.8 MILES           | 0.17 MILES      |

- OPEN WATER
- OPEN WATER / EMERGENT ZONE
- WETLAND
- UPLAND
- EXCAVATED SOIL / PRAIRIE RESTORATION
- BOARDWALK
- EXISTING LONG GROVE TRAIL
- PROPOSED LONG GROVE TRAIL
- EXISTING LCFP TRAIL
- TRAIL RELOCATION
- NEW GRAVEL TRAIL
- EXISTING TRAIL TO BE RELOCATED



## EXHIBIT C

Original plans prepared by Pearson Brown & Associates, Inc.

| INDEX  | Latest Revised<br>Date |
|--|------------------------|
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| 2. GENERAL NOTES   | 02/13/2013             |
| 3. OVERALL SITE PLAN   | 02/13/2013             |
| 4. SHEET KEY MAP   | 02/13/2013             |
| 5. PLAN & PROFILE-(STATIONS: 0+00 TO 14+00)  | 02/13/2013             |
| 6. PLAN & PROFILE-(STATIONS: 14+00 TO 28+00)   | 02/13/2013             |
| 7. PLAN & PROFILE-(STATIONS: 28+00 TO 40+00)   | 02/13/2013             |
| 8. PLAN & PROFILE-(STATIONS: 40+00 TO 44+95)   | 02/13/2013             |
| 9. PLAN & PROFILE-(STATIONS: 50+00 TO 64+00)   | 02/13/2013             |
| 10. PLAN & PROFILE-(STATIONS: 64+00 TO 78+00)  | 02/13/2013             |
| 11. PLAN & PROFILE-(STATIONS: 78+00 TO 83+73)  | 02/13/2013             |
| 12. PLAN & PROFILE-(STATIONS: 100+00 TO 102+44, 110+00<br>TO 111+10, 120+00 TO 122+27) | 02/13/2013             |
| 13. OVERLOOK GRADING   | 02/13/2013             |
| 14. PARKING LOT AREA GRADING   | 02/13/2013             |
| 15. PARKING LOT AREA GEOMETRICS & SEEDING  | 02/13/2013             |
| 16. COMPENSATORY STORAGE GRADING PLAN  | 02/13/2013             |
| 17. STREAM BANK RESTORATION PLAN   | 02/13/2013             |
| 18. STREAM BANK RESTORATION NOTES AND DETAILS  | 02/13/2013             |
| 19. DETAILS  | 02/13/2013             |
| 20. DETAILS  | 02/13/2013             |
| 21. DETAILS  | 02/13/2013             |
| 22. DETAILS  | 02/13/2013             |
| <br><b><u>BOARDWALK PLANS – DFI BRIDGE CORPORATION</u></b>                             |                        |
| A1 – A6. BOARDWALKS 1 & 3  | 12/21/2012             |
| B1 – B3. BOARDWALKS 2 & 4  | 12/21/2012             |

**EXHIBIT D – List of 98% Plans**



**CONTRACT 13-370-3F  
98% PLAN SET  
FEBRUARY 2, 2016**

**VOLUME 1 OF 4 – SIGNATURE BOOK**

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| MANDATORY TECHNICAL PRE-BID<br>CONFERENCE CERTIFICATE   | 09/08        | M-1 to M-2   |
| SITE VISIT RELEASE & INDEMNITY<br>AGREEMENT   | 09/08        | SV-1 to SV-2 |
| BIDDING REQUIREMENTS AND INSTRUCTIONS<br>TO BIDDERS   | 10/14        | R-1 to R-6   |
| PREVAILING WAGE RATES   | TBD          | R-7 to R-12  |
| AUTHORITY FOR PROPOSAL  | 01/09        | AU-1         |
| PROPOSAL  | TBD          | P-1 to P-10  |
| AFFIDAVIT   | 01/09        | AF-1         |
| AGREEMENT   | TBD          | A-1 to A-26  |
| CONTRACTOR'S BOND   | 01/09        | B-1 to B-2   |
| MULTI-PROJECT LABOR AGREEMENT   | 07/98        | 1 to 6       |
| MEMORANDUM OF UNDERSTANDING   | 07/02        | 7 to 8       |
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| AFFIRMATIVE ACTION ORDINANCE  | 06/15        | D-1 to D-23  |
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| ASSIST AGENCY LIST  | 06/15        | AA-1 to AA-2 |
| MBE, WBE, SBE UTILIZATION PLAN, WAIVER<br>REQUEST AND THE MBE, WBE, SBE<br>SUBCONTRACTOR’S LETTER OF INTENT | 06/15        | UP-1 to UP-7 |
| APPENDIX K – DECLARATION OF POLICY,<br>SPECIAL PROVISIONS FOR APPRENTICESHIPS                               | 01/09        | K-1 to K-5   |
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**EXHIBIT E**

**LAWCON Agreement (dated 8/27/1993)**



MOIS  
**DEPT. OF CONSERVATION**  
**PROJECT AGREEMENT**

P. S. Lake County Forest Preserve Dist.

Project Number 17-00910

Contract Number 1

Project Title Buffalo Creek Trail

**Project Objective**

The Lake County Forest Preserve District will develop Buffalo Creek Preserve with 4.0 miles of bicycle/walking trails, parking areas and entrance road, well hand pump, Prairie rehabilitation/reforestation of 100 acres and the construction of three foot bridges. The development of this site will be in general accordance with plans and costs estimates submitted with the approved grant application.

Project Period From: July 13, 1993 To: December 31, 1994

|       |               |                              |
|-------|---------------|------------------------------|
| ITEMS | TOTAL COSTS   | U.S. OBLIGATION              |
|       | \$ 420,000.00 | (estimated)<br>\$ 190,000.00 |

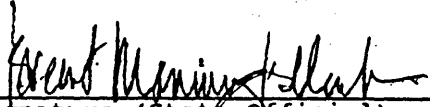
|             |               |                              |
|-------------|---------------|------------------------------|
|             | =====         | =====                        |
| TOTAL COSTS | \$ 420,000.00 | \$ 190,000.00<br>(estimated) |

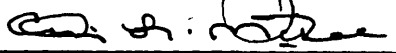
Payable to (Agency; Fund, Treasurer) of P.S.: Lake County Forest Preserve District  
Address: 2000 North Milwaukee Avenue  
Libertyville, IL 60048

FEIN# 03-6609339

The State of Illinois, represented by the Director of the Department of Conservation, on behalf of the U.S. Secretary of the Interior acting under authority granted by the Land & Water Conservation Fund Act of 1965, (P. L. 88-578, 78 Stat. 897), hereby promises, in consideration of the promises and assurances made by the P.S. herein, to obligate to the P.S. the amount of money stipulated herein, and to tender to the P.S. that portion of the obligation which is required to pay the federal share of herein described, eligible project costs. Obligations of the State of Illinois will cease immediately, without penalty of further payment being required, if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

The P.S. of the State of Illinois hereby promises and agrees, in consideration of the promises made herein by the state of Illinois, to execute the above project proposal, including operation & maintenance of the project site, in accordance with the terms, promises, conditions and procedures contained herein and in the approved project application, plans, specifications and cost estimates which are hereby made a part hereof.

  
 Signature (State Official)

  
 Signature (P.S. Official)

Director  
IL Department of Conservation  
 Title (State Official)

President  
Lake Co. Forest Preserve District  
 Title (P.S. Official)

8/27/93  
 Date

\_\_\_\_\_  
 Date

## GENERAL PROJECT CONDITIONS

**A. Assurance of Compliance.** In connection with the performance of work under this Agreement, the P.S. agrees as follows:

- (1) To execute the herein referenced project proposal, and subsequent operation and maintenance, in accordance with the Land & Water Conservation Fund Act of 1965 (P.L. 88-578), provisions of the Land & Water Conservation Fund Grants Manual, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 17 IL Adm. Code 3030, and all applicable State and federal regulations pursuant thereto; and to obtain from the IL Department of Conservation written approval for any change or conversion of planned outdoor recreation use of the project site prior to initiating the usage change or conversion.
- (2) To comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) as amended, and the Age Discrimination Act of 1975 (P.L. 94-135) and all requirements imposed by or pursuant to the Department of the Interior Regulation 43 CFR 17 issued pursuant to these public acts, to the end that no person in the United States shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the P.S. receives financial assistance from the U.S. Department of the Interior and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

**B. Nondiscrimination in the Use of Facilities.**

- (1) The P.S., its employees, operators, lessees, and sublessees in the operation of any structure or other facility acquired or constructed under the Acts, shall not:
  - (a) Publicize the facilities, accommodations, or any activity conducted therein in any manner would directly or inferentially reflect upon or question the acceptability of any person because of race, color, sex, national origin, age or disability;
  - (b) Discriminate, by segregation or other means, against any person or persons because of race, color, sex, national origin, age or disability in furnishing or refusing to furnish such person the use of any accommodations, facilities, services, or privileges available to the general public.
- (2) The P.S. shall post the following notice in such a manner where any facility is available as to insure that its contents will be conspicuous to any person seeking the use of any facility:

No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, color, sex, national origin, age or disability, is permitted in the use of this facility.
- (3) The P.S. agrees that the herein referenced project site shall be open and available to the general public and shall not impose use restrictions which discriminate on the basis of residence, including preferential reservation, membership or annual permit systems except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence. (Fees charged to non-residents cannot exceed twice that charged to resident. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities. Reservations, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.)
- (4) The P.S. shall in all of its contracts or other forms of agreement require inclusion and compliance with provisions identical with those stated in (1) and (2) herein.

**C. Officials Not to Benefit.** No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or any part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit. The P.S. certifies that none of its officials or employees has a financial or other personal interest in any real property acquired/developed in connection with this project or any contracts therewith unless such interests is openly disclosed upon the public records of the P.S., and such officer or employee has not participated in the decisions effecting said acquisition/development project.

**D. Statements and Payrolls.** The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR Part 3) made pursuant to the Copeland Act, as amended (40 U.S.C. sec. 276c), and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. sec. 874) are made a part of this Agreement by reference. The P.S. will comply with these regulations and any amendment or modification thereof and the P.S. prime contractor will be responsible for the submission of statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

**E. Land Purchase.** The Federal Aid share in the price of land or any interest therein acquired by the P.S. cannot exceed 50 percent of the market value of said lands as determined by the U.S. Department of the Interior.

**F. Effective Date of Segments.** The effective date of each project segment shall be the date the Project Agreement is approved or the date shown under the caption "Project Period", whichever is later. The P.S. will not be eligible to receive Federal Aid funds for expenses incurred before the effective date.

**G. Bribery Clause.** The P.S. hereby certifies that, "To the best of its knowledge, none of its officers or employees have been convicted of bribery or attempting to bribe an officer or an employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record".

**H. Drug Free Workplace.** The P.S. certifies that it provides a drug free workplace and related employee assistance as defined by the Drug Free Workplace Act (IL Rev. Stat., Ch. 127, par. 152.311).

**I. Record Retention.** The P.S. shall maintain, for a minimum of 5 years after project completion and LWCF grant fund distribution, adequate financial accounts, documents and records to verify the financial claims and uses of all LWCF funds disbursed pursuant to this Agreement; and shall make such accounts, documents and records available to the Illinois Department of Conservation and Auditor General's Office at reasonable times for auditing purposes. Failure to maintain the specified accounts documents and records required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State under this Agreement for which adequate accounts, documents and records are not available to substantiate their purported disbursement.

#### SPECIAL PROJECT CONDITIONS

1. All overhead utilities on the project property, excepting electric lines over 15kv, must be buried or otherwise screened.
2. No easements or other land encumbrances may be granted on the project property without the prior written approval of the Illinois Department of Conservation and the National Park Service.
3. No portion of project property may be traded, sold or otherwise exchanged, nor converted from outdoor recreation use, without the prior written approval of the Illinois Department of Conservation and the National Park Service.
4. No indoor buildings, exclusive of service/support structures or sanitary facilities may be constructed on the property acquired and/or developed hereunder without prior written approval from the Illinois Department of Conservation and the National Park Service.
5. Project sponsor shall comply with 43 CFR, part 12, subpart B "Audit Requirements for State and local governments" as required by the Single Audit Act of 1984, (PL 98-502).

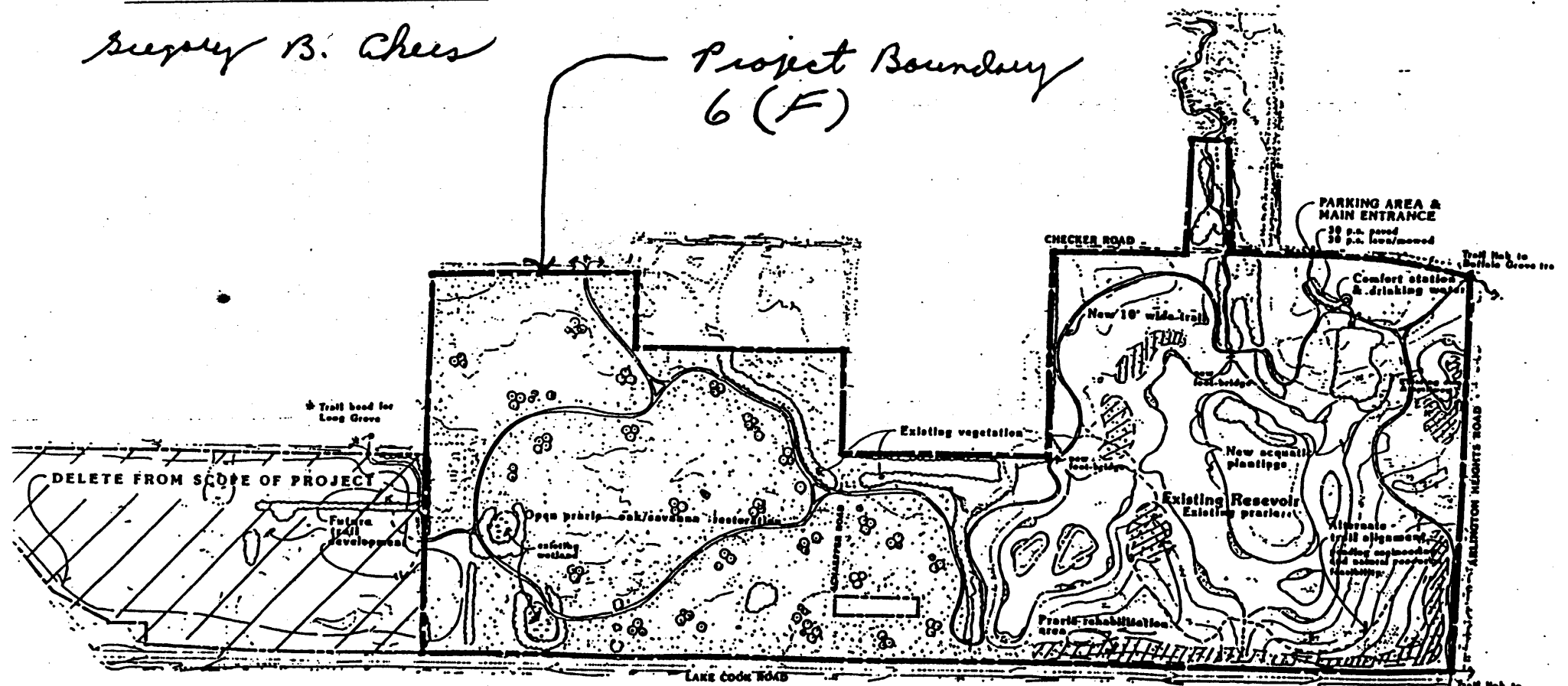
Project 17-00910  
 Lake County Forest Preserve District  
 Buffalo Creek Trail

Attachment 6  
 Development Plan  
 LCFPD  
 Buffalo Creek

PREMISE PLAT / DEVELOPMENT MAP

*Survey B. Chees*

*Project Boundary  
 6 (F)*



**Buffalo Creek Trails  
 DEVELOPMENT PLAN**

SCALE: 1"=600'

REVISED 7/13/92  
 CLW

STATE OF ILLINOIS/DEPARTMENT OF CONSERVATION  
OSLAD/LWCF PROJECT APPLICATION

DOC - 4 / DEVELOPMENT DATA

1. Project Sponsor Lake County Forest Preserve District  
2. Project Title Buffalo Creek Trails

3. Acquisition \_\_\_\_\_ Development X

NOTE: Acquisition Projects - complete items #4 and #6 below as they pertain to future development. Also, indicate anticipate schedule for proposed development.

| 4. DEVELOPMENT ITEM  | 5. UNITS   | 6. ESTIMATED COSTS | 7. CONSTRUCTION METHOD * |
|--|------------|--------------------|--------------------------|
| 10' wide trail   | 4 miles    | 150,000<br>50,000  | c<br>f                   |
| Parking lot & Entrance Road                                | 30 car     | 35,000             | c                        |
| Comfort Station  | 1          | 14,000<br>1,000    | c<br>f                   |
| Foot-bridges   | 2          | 30,000             | c                        |
| Well- hand pump  | 1          | 4,000              | c                        |
| Signage-site, directional,<br>regulatory and interpretive  | 30         | 15,000<br>5,000    | c<br>f                   |
| Gates  | 5          | 5,000<br>1,200     | c<br>f                   |
| Fencing  | 10000 l.f. | 10,000<br>2,500    | c<br>f                   |
| Erosion control  | 1          | 2,000              | c                        |
| Prarie rehabilitation,<br>reforestation, restoration       | 100 acres  | 78,500<br>2,500    | c<br>f                   |
| Equipment rental   | 2          | 5,000              | f                        |
| Fees - Lanscape Architectural<br>design, permits, meetings | 400 hours  | 3,000              | f                        |
| Engineer Fees, bridges                                     | 100 hours  | 6,500              | c                        |
|  |            | 350,000            | c subtotal               |
|  |            | 70,200             | f subtotal               |
|  |            | 420,200            |                          |

TOTAL ESTIMATED COST

C=CONTRACT  
F=FORCE ACCT.  
D=DONATED LABOR  
OR MATERIAL

Note: Donated labor and material are not eligible for reimbursement.

8. ARCHITECTURAL / ENGINEERING FIRM:

Thomas F. Bleck, P.E., Architects/Engineers  
Waukegan, Illinois

**EXHIBIT F**

**LAWCON Verification**



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

Bruce Rauner, Governor  
Wayne A. Rosenthal, Director

May 20, 2016

Mr. Randall Seebach  
Director of Planning and Land Preservation  
Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, IL 60048

RE: Land & Water Conservation Fund Grant Program  
(LWCF)  
Project: 17-00910  
Buffalo Creek Preserve

Dear Mr. Seebach:

I have reviewed all the documents you submitted for the expansion of the existing reservoir at Buffalo Creek Preserve. The Intergovernmental Agreement between the Metropolitan Water & Reclamation District (MWRD), Village of Buffalo Grove and the Lake County Forest Preserve District is approved. All grant concerns that I outlined in my previous letter have been addressed by this agreement and your cover letter.

The expansion and trail modifications do not constitute a conversion of use at this federally funded grant assisted property. The project proposed is considered two things, an enhancement of recreational opportunities and an infrastructure improvement to help with the storm water problem in that area of Lake County. Accomplishing both together within one project is smart.

Please remember this office will need confirmation that everything was completed correctly and to the District's satisfaction, along with photos at the end of the project presumably the fall of 2018.

You will need to contact the grants main line (217/782-7481) or send a message to the grants mailbox ([dnr.grants@illinois.gov](mailto:dnr.grants@illinois.gov)) in the future as I don't know who will be handling compliance issues at this point. Thank you for your thoroughness and desire to finalize all the plans and agreements in a timely manner so this project can start progressing soon. It has been a pleasure working with you.

Sincerely,

A handwritten signature in blue ink that reads "Jan Nation".

Jan Nation  
Senior Grant Administrator

**EXHIBIT G**

**Amendment to Grant**



Prepared by and  
after recording return to :  
Matthew E. Norton  
HOLLAND & KNIGHT LLP  
131 S. Dearborn St.  
Chicago, Illinois 60603  
(312) 578-6564

Above Space For Recorder's Use Only

**AMENDMENT TO  
PERPETUAL EASEMENT GRANT**

**THIS AMENDMENT TO PERPETUAL EASEMENT GRANT** is dated as of, and shall take effect as of, the \_\_\_\_\_ day of \_\_\_\_\_, 2016, is approved by the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 et seq. ("**LCFPD**") and the **METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**, a body corporate and politic organized and existing under the laws of the State of Illinois, 70 ILCS 2605/1 et seq., ("**MWRD**"), and amends that certain "Perpetual Easement Grant" executed by LCFPD on March 1, 1984, pursuant to which LCFPD granted a certain easement to MWRD, and recorded with the Lake County Recorder of Deeds as Document No. \_\_\_\_\_ (the "**Original Grant**").

**IN CONSIDERATION** of the recitals, mutual covenants and agreements set forth herein, and in that certain "Intergovernmental Agreement by and between Lake County Forest Preserve District and Metropolitan Water Reclamation District of Greater Chicago," dated as of \_\_\_\_\_, 2016 (the "**New IGA**"), and other good and valuable consideration, the receipt of which is hereby acknowledged, LCFPD and MWRD agree as follows:

**SECTION 1. AMENDMENT TO ORIGINAL GRANT.** The Original Grant shall be and hereby is amended as follows:

**A. Expansion of Easement Premises.**

Exhibit A to the Original Grant is hereby deleted and replaced with the new Exhibit A attached to this Amendment.

**B. References to Sanitary District.**

All references to the “Metropolitan Sanitary District of Greater Chicago” in the Original Grant shall be deemed to refer to MWRD.

**C. Original Grant Subject to New IGA.**

The second paragraph of the Original Grant is hereby amended by deleting the 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> lines thereof and replacing them with the following text (new text is underlined):

OF GREATER CHICAGO dated June 23, 1977, and the “Intergovernmental Agreement by and between Lake County Forest Preserve District and Metropolitan Water Reclamation District of Greater Chicago” dated as of \_\_\_\_\_, 2016 (the “New IGA”), which Agreements are incorporated by reference herein and made a part hereof, as though set forth in full. In the event of a conflict between the New IGA and such other agreements or between the New IGA and this Grant, then, in all cases, the New IGA shall control.

**SECTION 2. GENERAL PROVISIONS.**

[TO BE ADDED]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

[Signatures to Follow]

**EXHIBIT H – Temporary Easement Agreement**

(The above space for Recorder's office use)

E A S E M E N T G R A N T

THIS GRANT OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2016 from the LAKE COUNTY FOREST PRESERVE DISTRICT (hereinafter called the "Grantor") to the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "District"), 100 East Erie Street, Chicago, Illinois 60611.

W I T N E S S E T H , T H A T

WHEREAS, in accordance with Illinois State Law (70 ILCS 2605/7h) Stormwater Management shall be under the general supervision of the District, which has the authority to plan, manage, implement and finance activities relating to Stormwater Management in Cook County; and

WHEREAS, the District is about to construct its BUFFALO CREEK RESERVOIR EXPANSION; CONTRACT 13-370-5F with appurtenances, thereto, (hereinafter termed the "Project"); and

WHEREAS, for the purpose of facilitating the construction of the Project, it is necessary for the District to obtain a temporary easement, right, privilege, and authority during the construction of the Project, to use certain additional real estate, hereinafter described, for access to the work, transportation, and storage of materials, tools, equipment and surplus excavation; and

WHEREAS, for the purpose of facilitating continued maintenance and operation of the Project, the Grantor is willing to grant said temporary easements, rights, privileges, and authority to the District, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00) in hand paid by the District to the Grantor, and other good and valuable consideration including, but not limited to, the benefits of the improvements derived from the Project, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the Grantor does hereby bargain, sell, grant, transfer and convey to the District, its successors and assigns, the temporary easement, right, permission, and authority to construct, reconstruct, repair, replace, operate, maintain and have access to the Project through the following described premises hereinafter referred to as:

Parcel A & B - Temporary Easements

(For legal descriptions, see inserted pages 2A, 2B, & 2C)

IN CONSIDERATION of the grant of the temporary easements, rights, privileges, and authority herein contained, this Easement Grant is subject to the following conditions:

FIRST: Said part of the Project shall be constructed by the District upon, over, and through the easement premises described herein, in accordance with the specifications and plans prepared by the Director of Engineering of the District.

SECOND: District expressly assumes all responsibility for, and shall indemnify, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or caused in the performance of any work done by or under the authority of the District by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the District, the Grantor shall give written notice to the District of the commencement of such action, suit or suits, and thereafter the District shall assume the defense thereof. The District shall save and keep harmless the Grantor from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work, or for any improvements made or placed upon or to the easement by the District.

The rights and obligations of the Grantor and the District, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land. The District has the right to assign the easement rights granted herein, and upon assignment shall notify the Grantor or its successors within 30 days.

THIRD:

- (a) The Grantor and its successors, assigns, and beneficiaries shall not construct a building or buildings or other structures upon said temporary easement until the Project is in place.
- (b) The Grantor and its successors, assigns, and beneficiaries shall not use the temporary easement for dumping or storage of soil, trash, abandoned vehicles, appliances, machinery, or other materials.
- (c) The Grantor and its successors, assigns, and beneficiaries shall not perform any grading, filling, excavation, dredging, drilling, or removal of topsoil, sand, gravel, rock, peat, and other materials, except as necessitated by maintenance.

FOURTH: The District shall, after the Project is constructed, restore the temporary easement premises to their original or better condition as stated in the General Specifications of the District for the Project. All such restoration work will be completed within 60 days after the Project is constructed, weather conditions permitting.

FIFTH: The Grantor hereby acknowledges that it has been advised of its rights under the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) by the District or is otherwise familiar with same; that the transaction embodied in the foregoing document is subject to said P.L. 91-646; and that notwithstanding that the rights afforded it thereunder does hereby knowingly and intentionally waive and relinquish any and all rights which it may have thereunder and acknowledges that the consideration paid for the easement aforesaid is fair and reasonable.

SIXTH: The temporary easement shall terminate on the completion of the construction of the Project within the Easement premises.

SEVENTH: Notwithstanding the foregoing provision, the District hereby reserves the right to terminate this Easement at any time during the Easement term. Such notice shall be in writing.



IN WITNESS WHEREOF:

The Grantor has executed this instrument consisting of 11 pages, including the inserted page 2A, 2B, 2C AND Exhibit H, and this page, in quadruplicate, and has hereunto set their hand and seal on the day and date first written above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SEAL

[Lake County Forest Preserve]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_



PARCELA – TEMPORARY EASEMENT

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST AND THE NORTH HALF OF GOVERNMENT LOT 2 AND THE SOUTH 1/2 OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE NORTH 10 DEGREES 18 MINUTES 16 SECONDS EAST A DISTANCE OF 57.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 45 MINUTES 08 SECONDS EAST A DISTANCE OF 16.02 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS EAST A DISTANCE OF 1862.61 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 2 TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS WEST A DISTANCE OF 1310.50 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2; THENCE NORTH 00 DEGREES 14 MINUTES 35 SECONDS WEST A DISTANCE OF 431.63 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS WEST A DISTANCE OF 1283.98 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST TO THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST; THENCE SOUTH 00 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 1121.97 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36 NORTH, TOWNSHIP 43 NORTH, RANGE 10 EAST TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 14 SECONDS WEST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 1225.90 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST AND THE SOUTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 2592.28 FEET TO THE POINT OF BEGINNING.

AREA = 5,557,024.71 square feet or 127.572 acres.

PINS: 14-36-400-002-0000, 14-36-400-006-0000, 15-31-300-007-0000, 15-31-300-009, 15-31-300-012-0000, AND 15-31-300-013-0000

ALL AS SHOWN ON A PLAT MARKED EXHIBIT H ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR: Lake County Forest Preserve

PARCEL B – TEMPORARY EASEMENT

THAT PART OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST, ALSO THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE NORTH 00 DEGREES 14 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 229.56 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 43 SECONDS EAST A DISTANCE OF 527.81 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 52 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 51 MINUTES 43 SECONDS WEST A DISTANCE OF 527.81 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 880.21 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE NORTH 89 DEGREES 49 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 1297.51 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF GOVERNMENT LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31 NORTH, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE NORTH 00 DEGREES 03 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 1289.17 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE NORTH 89 DEGREES 41 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 2159.03 FEET TO A POINT; THENCE SOUTH 77 DEGREES 01 MINUTES 43 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 437.81 FEET TO THE NORTHEAST

CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE SOUTH 00 DEGREES 00 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 2456.31 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST; THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 11 EAST A DISTANCE OF 1273.85 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 34 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54 MINUTES 50 SECONDS WEST A DISTANCE OF 301.76 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 46 MINUTES 48 SECONDS WEST A DISTANCE OF 1114.91 FEET TO A POINT; THENCE NORTH 00 DEGREES 03 MINUTES 28 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 51 MINUTES 41 SECONDS WEST A DISTANCE OF 600.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 51 MINUTES 41 SECONDS WEST A DISTANCE OF 599.12 FEET TO THE POINT OF BEGINNING

AREA = 8,130,541.29 square feet or 186.652 acres.

PINS: 15-31-300-010, 15-31-300-011-0000, 15-31-300-015-0000, 15-31-400-001-0000, 15-31-400-004-0000, 15-31-400-010-0000, AND 15-31-400-011-0000

ALL AS SHOWN ON A PLAT MARKED EXHIBIT H ATTACHED HERETO AND MADE A PART HEREOF.

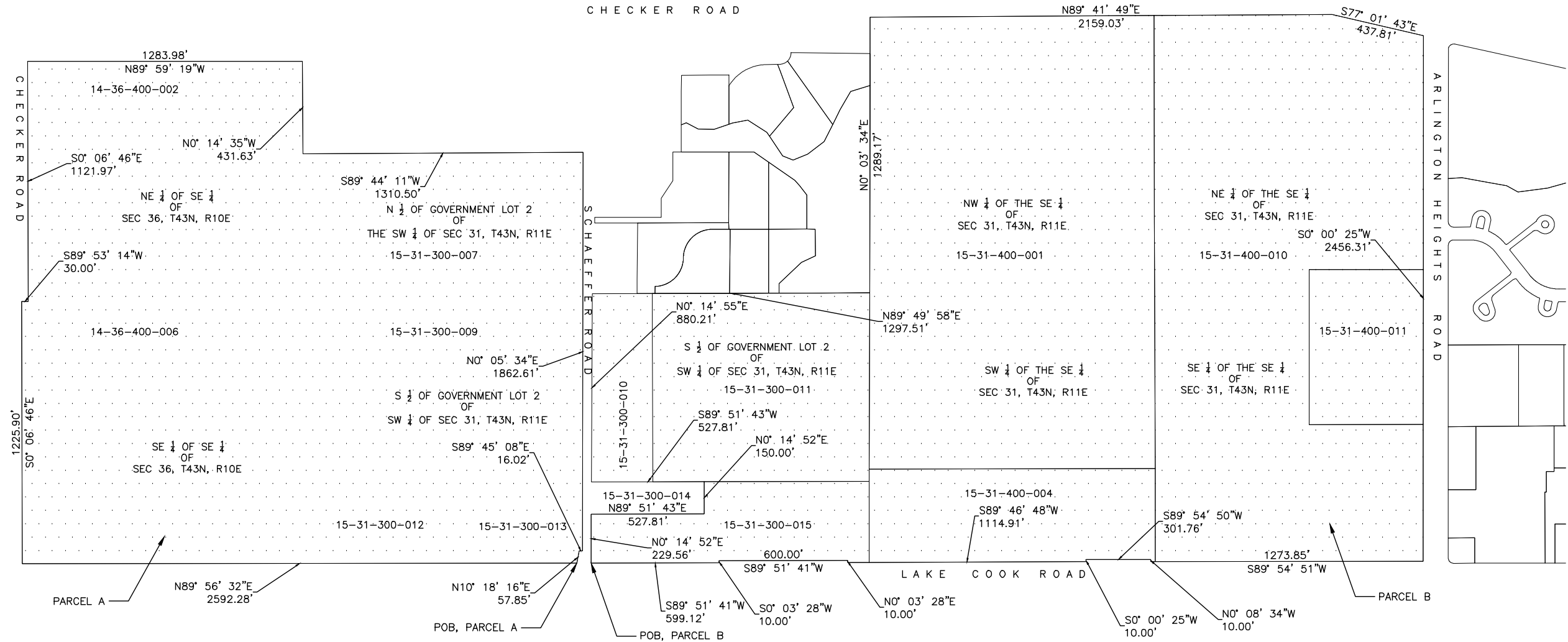


# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

## LAKE COUNTY FOREST PRESERVE DISTRICT

GRANTOR(S)



| Rev. | Description | Appr. | Date |
|------|-------------|-------|------|
|      |             |       |      |
|      |             |       |      |
|      |             |       |      |
|      |             |       |      |
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|      |             |       |      |
|      |             |       |      |
|      |             |       |      |
|      |             |       |      |
|      |             |       |      |

| METROPOLITAN WATER RECLAMATION DISTRICT<br>OF GREATER CHICAGO |              |           |                         |
|---|--------------|-----------|-------------------------|
| Designed by:  | Checked by:  | Date:     | Correct:                |
| C. JACKSON  | J. KRATZER   | 5/30/2014 | Engineer of XXXX Design |
| Drawn by:   | Reviewed by: | Scale:    |                         |
| C. JACKSON  | J. KIRK      | 1:200     |                         |
| Drawing code:   |              |           | EX                      |

**CONTRACT 13-370-3F**  
BUFFALO CREEK RESERVOIR EXPANSION

**PARCEL A and PARCEL B**  
TEMPORARY EASEMENT

Sheet Number:  
**EX - H**

Page Number: 01

**Exhibit I**

**Standard MWRD Bond Form**

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
CONTRACTOR'S BOND
PERFORMANCE AND PAYMENT FOR LABOR AND MATERIALS

BOND NO. \_\_\_\_\_

Know All Men by These Presents, That We

.....

hereafter referred to as Principal, and.....

.....

as Surety, are held and firmly bound unto the Metropolitan Water

Reclamation District of Greater Chicago and Lake County Forest

Preserve District, collectively the "Dual Obligees" in penal sum

of.....

..... Dollars (\$.....)

lawful money of the United States, for the payment of which sum of

money well and truly to be made, we bind ourselves, our heirs,

Sealed with our hands and seals and dated this

.....day of ....., A.D. 2.....

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas the above bounden Principal has entered into a

certain contract with the Metropolitan Water Reclamation District

of Greater Chicago for work performed on Lake County Forest

Preserve District lands, bearing date the

.....day of ....., A.D. 2.....

for doing all the work and furnishing all the materials, tools, labor,

appliances and appurtenances necessary for

.....

as specified in the attached contract documents.

Now, if said Principal shall in all respects well and truly keep and

perform the said contract on its part in accordance with the terms

thereof, the specifications therein contained, and the plans

accompanying the same, and in time and manner therein

prescribed, and shall defend, protect, indemnify, keep and save

harmless the Metropolitan Water Reclamation District of Greater

Chicago Dual Obligees, its their Commissioners, officers, agents and

employees against all liabilities, judgments, costs, damages,

expenses, and Attorney's fees, which may in any wise come against

machinery, processes, devices, or apparatus used or on furnished in
the performance of said contract, except for all liability

on account of infringement of patents on the process of sewage

treatment used and moreover shall pay to the Metropolitan Water

Reclamation District of Greater Chicago Dual Obligees any sum or

sums of money determined by the Engineer to be due the

Metropolitan Water Reclamation District of Greater Chicago Dual

Obligees by reason of any failure or neglect in the performance of

said contract, and shall pay for all materials used in said work and

for all labor performed in such work whether by subcontractors or

otherwise, and shall pay all valid claims and demands whatsoever,

and shall defend, indemnify, and hold harmless the Metropolitan

Water Reclamation District of Greater Chicago, Dual Obligees, thier

its Commissioners, officers, agents and employees against loss or

expense by reason of any liability imposed by law upon the

Metropolitan Water Reclamation District of Greater Chicago, its

Commissioners, officers, agents and employees, for damage because

of bodily injuries, including death at any time resulting there from,

accidentally sustained by any person or persons, damage to

property, including loss of use thereof, arising out of or in

consequence of the performance of this work by the Principal, any

subcontractor(s), their agents, employees or workmen, including all

valid claims and demands for first aid, medical, surgical and

hospital services and for damages, compensation for occupational

diseases, accidental injuries or deaths, under the provisions of the

Structural Work Act, the Workmen's Occupational Diseases Act

and Workmen's Compensation Act of the state of Illinois, now in

force, which may accrue to each and every person who shall be

employed by said Principal or subcontractor(s) in or about the

performance of said contract, or which shall accrue to the

beneficiaries of any such person or persons, and shall repay any

illegal or excess payments, then is this obligation to be null and void,



workmen and mechanics employed by the Principal or its subcontractor(s) performing the work under this contract.

AND IT IS HEREBY FURTHER EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that the Principal and Surety expressly admit and covenant to and with the Metropolitan Water Reclamation District of Greater Chicago Dual Obligees that the plans and specifications and other provisions of the contract, if the work to be done without fault or negligence on that part of the Principal, or his agents, employees or workmen, do not involve any danger to the structures of the Metropolitan Water Reclamation District of Greater Chicago Dual Obligees or to any property or structures adjacent to or in the vicinity of the work. The liability of the Principal and the Surety under this covenant is absolute and is not dependent upon any question of negligence on the part of the Principal, or the part of his agents, employees or workmen, to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Principal or the Surety in case of any such damage.

AND IT IS HEREBY FURTHER EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the Metropolitan Water Reclamation District of Greater Chicago Dual Obligees, as aforesaid, in any suits for damages because of bodily injuries, including death at any time resulting there from, accidentally sustained by any person or persons, damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work whether such injuries to a person or persons, including death at any time resulting there from, damage to property, are due or claimed to be due to any negligence of the Metropolitan Water Reclamation District of Greater Chicago Dual Obligees, the Principal, any subcontractor(s), their employees or agents or any-one else, and also that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the state of Illinois rendered against said the Metropolitan Water Reclamation District of Greater Chicago Dual Obligees in any suit or claim arising under said Structural Work Act, the Workmen's Occupational Disease Act and Workmen's Compensation Act of the state of Illinois, now in force, relating to compensation for occupational diseases, accidental injuries or death suffered by his employees or the employees of any subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Principal shall be conclusive against each and all parties to this obligation as to amount, liability and all other things, pertaining thereto.

The Surety further expressly agrees that the Performance Bond shall be governed by Illinois law with Illinois as the forum and that Illinois law will be the controlling law in the event that any disputes, claims or controversies should arise out of or in connection with the Performance Bond and any subsequent contract that is awarded pursuant thereto.

.....  
Name of Company or Corporation

.....(Seal)  
Signature

.....  
Printed Name

.....  
Title

(Attest).....  
\*Signature

.....  
Printed Name

.....  
Title

.....  
Name of Surety

.....  
Address of Surety

.....  
Telephone Number of Surety

By:.....  
Signature

.....  
Printed Name  
Attorney-in-Fact

Approved as the Form and Legality:  
....., A.D. 2.....

.....  
Assistant Attorney

.....  
General Counsel

Approved ..... , A.D. 2.....  
.....  
Director of Procurement and Materials Management

\*NOTE If the contract is executed by other than the President and Secretary, a corporate resolution must be attached authorizing execution by the designated parties.

**EXHIBIT J**

**Construction Contract**

**AGREEMENT  
WITH  
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR  
BUFFALO CREEK RESERVOIR EXPANSION  
BUFFALO CREEK FOREST PRESERVE  
LONG GROVE, ILLINOIS  
CONTRACT 13-370-3F**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 201\_, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter designated the District, and \_\_\_\_\_ hereinafter designated the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted and agreed and by these presents does covenant, contract and agree with the said District, for and in consideration of the payments made as provided for herein, to the Contractor by the said District, and under the penalty expressed in the bond hereto attached, at his proper costs and expense to do all the work and furnish all materials, tools, plant, equipment, labor and all appliances and appurtenances called for by this Agreement (free from all claims, liens and charges whatsoever against monies due or to become due to the Contractor), in the manner and under the conditions hereinafter specified, that are necessary for the construction of or work required as specified in the contract documents, BUFFALO CREEK RESERVOIR EXPANSION, CONTRACT 13-370-3F.

**LOCATION**

The site of the proposed work is at the Buffalo Creek Forest Preserve, which is located at 18163 West Checker Road, Village of Long Grove, County of Lake, State of Illinois.

**DESCRIPTION OF WORK**

The work to be performed under this Contract consists of furnishing all materials, labor and equipment required for the following work and all work as shown on the Plans and specified herein:

1. Perform mass excavation necessary to expand the existing flood control reservoir east of Schaeffer Road.
2. Place excavated materials to create natural appearing landforms in the open area west of Schaeffer Road.
3. Soil erosion and sediment control, traffic control, dewatering, topsoil stripping and respread, demolition, furnish and install storm sewers, furnish and install stone for erosion control, and related work.
4. Construct over two linear miles of multi-use trails.
5. Expand existing asphalt parking lot.
6. Construct six wooden boardwalks/bridges.

7. Pavement striping, furnish and install signage, and related work.
8. Furnish and install over 60 acres of native seed and wetland plants, and erosion control blanket.
9. Furnish and install turf seed and erosion control blanket.
10. Furnish and install trees and shrubs.
11. Construct stream channel enhancements.
12. Conduct annual monitoring, vegetation management, and reporting necessary for permit compliance and sign-off.

## CONTRACT DOCUMENTS

The Contract Documents consist of the following:

### **VOLUME 1 OF 4 – SIGNATURE BOOK**

| <b><u>TITLE</u></b>                                   | <b><u>DATED</u></b> | <b><u>PAGES</u></b> |
|---|---------------------|---------------------|
| INVITATION TO BID                                     | TBD                 | I-1 to I-6          |
| MANDATORY TECHNICAL PRE-BID<br>CONFERENCE CERTIFICATE | 09/08               | M-1 to M-2          |
| SITE VISIT RELEASE & INDEMNITY<br>AGREEMENT           | 09/08               | SV-1 to SV-2        |
| BIDDING REQUIREMENTS AND INSTRUCTIONS<br>TO BIDDERS   | 10/14               | R-1 to R-6          |
| PREVAILING WAGE RATES                                 | TBD                 | R-7 to R-12         |
| AUTHORITY FOR PROPOSAL                                | 01/09               | AU-1                |
| PROPOSAL  |                     | P-1 to P-10         |
| AFFIDAVIT   | 01/09               | AF-1                |
| AGREEMENT   |                     | A-1 to A-26         |
| CONTRACTOR'S BOND                                     | 01/09               | B-1 to B-2          |
| MULTI-PROJECT LABOR AGREEMENT                         | 07/98               | 1 to 6              |
| MEMORANDUM OF UNDERSTANDING                           | 07/02               | 7 to 8              |
| CERTIFICATE OF COMPLIANCE WITH MPLA                   | 09/05               | 9 to 10             |
| APPENDIX C – AFFIRMATIVE ACTION<br>REQUIREMENTS       | 03/93               | 1 to 6              |

|   |       |              |
|---|-------|--------------|
| AFFIRMATIVE ACTION ORDINANCE<br>REVISED APPENDIX D  | 06/15 | D-1 to D-23  |
| ASSIST AGENCY LIST  | 12/12 | AA-1 to AA-2 |
| MBE, WBE, SBE UTILIZATION PLAN, WAIVER<br>REQUEST AND THE MBE, WBE, SBE<br>SUBCONTRACTOR'S LETTER OF INTENT | 06/15 | UP-1 to UP-7 |
| APPENDIX K – DECLARATION OF POLICY,<br>SPECIAL PROVISIONS FOR APPRENTICESHIPS                               | 01/09 | K-1 to K-5   |
| EXHIBIT C CONTRACTOR INFORMATION FORM   | 07/13 | 1-11         |

### **VOLUME 2 OF 4 – SPECIFICATIONS**

| <b><u>TITLE</u></b>                              |       | <b><u>PAGES</u></b>   |
|--|-------|-----------------------|
| GENERAL CONDITIONS                               | 09/13 | GC-1 to GC-20         |
| GENERAL SPECIFICATIONS                           | 01/09 | GS-1 to GS-16         |
| GENERAL SPECIFICATIONS - CONCRETE                | 11/02 | C-1 to C-12           |
| GENERAL SPECIFICATIONS – SEWERS                  | 11/02 | GSS-1 to GSS-12       |
| <b>DIVISION 1 - GENERAL REQUIREMENTS</b>         |       |                       |
| Section 01 1100 General Summary of Work          |       | 011100-1 to 011100-6  |
| Section 01 1216 Sequence of Work                 |       | 011216-1 to 011216-4  |
| Section 01 1217 Work Limitations and Constraints |       | 011217-1 to 011217-4  |
| Section 01 1413 Access to Project Site           |       | 011413-1 to 011413-2  |
| Section 01 2000 Price and Payment Procedures     |       | 012000-1 to 012000-6  |
| Section 01 2500 Substitution Procedures          |       | 012500-1 to 012500-4  |
| Section 01 2600 Contract Modification Procedures |       | 012600-1 to 012600-6  |
| Section 01 2663 Change Orders                    |       | 012663-1 to 012663-12 |
| Section 01 2666 Extension of Contract Time       |       | 012666-1 to 012666-4  |
| Section 01 2675 Dispute Resolution Process       |       | 012675-1 to 012675-4  |
| Contract 13-370-3F                               |       | AGREEMENT             |

|   |                       |
|---|-----------------------|
| Section 01 3105 Web-Based Project Management System         | 013105-1 to 013105-4  |
| Section 01 3115 Project Coordination and Meetings           | 013115-1 to 013115-6  |
| Section 01 3216 Construction Project Schedule               | 013216-1 to 013216-24 |
| Section 01 3300 Submittal Procedures                        | 013300-1 to 013300-6  |
| Section 01 3527 Safety and Occupational Health Requirements | 013527-1 to 013527-8  |
| Section 01 4000 Quality Requirements                        | 014000-1 to 014000-6  |
| Section 01 4210 References and Standards                    | 014210-1 to 014210-34 |
| Section 01 4613 Non-Conformance Form                        | 014613-1 to 014613-2  |
| Section 01 5000 Temporary Facilities and Controls           | 015000-1 to 015000-8  |
| Section 01 5500 Vehicle Access and Parking                  | 015500-1 to 015500-4  |
| Section 01 5526 Traffic Control                             | 015526-1 to 015526-8  |
| Section 01 5626 Temporary Fencing                           | 015626-1 to 015626-2  |
| Section 01 5723 Temporary Storm Water Pollution Control     | 015723-1 to 015723-6  |
| Section 01 6000 Product Requirements                        | 016000-1 to 016000-4  |
| Section 01 7000 Execution and Closeout Documents            | 017000-1 to 017000-4  |
| Section 01 7115 Mobilization and Demobilization             | 017115-1 to 017115-2  |
| Section 01 7329 Cutting and Patching                        | 017329-1 to 017329-4  |
| Section 01 7419 Construction Waste Management               | 017419-1 to 017419-8  |
| Section 01 7839 Project Record Documents                    | 017839-1 to 017839-8  |

**DIVISION 2 - EXISTING CONDITIONS**

|  |                      |
|--|----------------------|
| Section 02 0613 Geotechnical Baseline Report                     | 020613-1 to 020613-2 |
| Section 02 2400 Environmental Assessment                         | 022400-1 to 022400-2 |
| Section 02 4113 Site Demolition                                  | 024113-1 to 024113-6 |
| Section 02 4114 Utility Abandonment                              | 024114-1 to 024114-6 |
| Section 02 4115 Utility Removal                                  | 024115-1 to 024115-6 |
| Section 02 6113 Excavation and Handling of Contaminated Material | 026113-1 to 026113-8 |

**DIVISION 3 - CONCRETE**

|  |                       |
|--|-----------------------|
| Section 03 3000 Cast-in-Place Concrete | 033000-1 to 033000-26 |
|--|-----------------------|

**DIVISION 4 - MASONRY**

|                                  |                      |
|----------------------------------|----------------------|
| Section 04 4100 Dry-Placed Stone | 044100-1 to 044100-6 |
|----------------------------------|----------------------|

**DIVISION 31 - EARTHWORK**

|   |                       |
|---|-----------------------|
| Section 31 0513 Soils for Earthwork                         | 310513-1 to 310513-4  |
| Section 31 0516 Aggregates for Earthwork                    | 310516-1 to 310516-4  |
| Section 31 0519 Geosynthetics for Earthwork                 | 310519-1 to 310519-4  |
| Section 31 1005 Site Clearing and Grubbing                  | 311005-1 to 311005-4  |
| Section 31 1010 Selective Clearing                          | 311010-1 to 311010-12 |
| Section 31 2213 Rough Grading                               | 312213-1 to 312213-6  |
| Section 31 2316 Trench Excavation, Backfill, and Compaction | 312316-1 to 312316-8  |
| Section 31 2319 Control of Water                            | 312319-1 to 312319-8  |
| Section 31 2500 Erosion and Sediment Control                | 312500-1 to 312500-6  |
| Section 31 3700 Riprap                                      | 313700-1 to 313700-6  |
| Section 31 4116 Sheet Piling                                | 314116-1 to 314116-6  |

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

|  |                       |
|--|-----------------------|
| Section 32 0100 Protection and Repair of Pavements                 | 320100-1 to 320100-4  |
| Section 32 0513 Soils for Landscaping                              | 320513-1 to 320513-6  |
| Section 32 1123 Aggregate Base Course                              | 321123-1 to 321123-6  |
| Section 32 1216 Asphalt Paving                                     | 321216-1 to 321216-6  |
| Section 32 1723 Pavement Markings                                  | 321723-1 to 321723-10 |
| Section 32 3119 Vegetation Control                                 | 323119-1 to 323119-10 |
| Section 32 3129 Split Rail Fence                                   | 323129-1 to 323129-4  |
| Section 32 3300 Site Furnishings                                   | 323300-1 to 323300-4  |
| Section 32 3400 Fabricated Bridges and Boardwalks                  | 323400-1 to 323400-12 |
| Section 32 7220 Natural Area Monitoring, Management, and Reporting | 327220-1 to 327220-6  |
| Section 32 9119 Landscape Grading                                  | 329119-1 to 329119-6  |
| Section 32 9123 Wetland Planting                                   | 329123-1 to 329123-10 |
| Section 32 9219 Seeding  | 329219-1 to 329219-16 |
| Section 32 9340 Native Tree and Shrub Planting                     | 329340-1 to 329340-10 |
| Section 32 9643 Woody Plant Materials Protection and Trimming      | 329643-1 to 329643-6  |

### **DIVISION 33 – UTILITIES**

|                               |                      |
|-------------------------------|----------------------|
| Section 33 4213 Pipe Culverts | 334213-1 to 334213-6 |
| Section 33 4680 Subdrainage   | 334680-1 to 334680-4 |

### **VOLUME 3 OF 4 – SUPPLEMENTAL INFORMATION**

Appendix A – Geotechnical Baseline Report

Appendix B – Environmental Assessment

Appendix C – Permits



**VOLUME 4 OF 4 – PLANS**

The work done and material furnished shall be strictly pursuant to and in conformity with the specifications and the following plans, which are signed, attached hereto and made a part of this Agreement, to wit:

| PAGE NO. | SHEET NO. | TITLE OF SHEET                          |
|----------|-----------|---|
| 1        | TC-001    | Cover Sheet                             |
| 2        | TS-001    | Signature and Engineers Seals           |
| 3        | TL-001    | List of Contract Plans                  |
| 4        | TL-002    | List of Contract Plans                  |
| 5        | LP-001    | Location Plan                           |
| 6        | LP-002    | Existing Conditions Overall Plan – West |
| 7        | LP-003    | Existing Conditions Overall Plan – East |
| 8        | C-001     | General Notes                           |
| 9        | C-002     | Standard Abbreviations and Site Symbols |
| 10       | C-003     | Control Data – West BM #5 – BM #9       |
| 11       | C-004     | Control Data – East BM #1 – BM #4       |
| 12       | CE-101    | Existing Conditions                     |
| 13       | CE-102    | Existing Conditions                     |
| 14       | CE-103    | Existing Conditions                     |
| 15       | CE-104    | Existing Conditions                     |
| 16       | CE-105    | Existing Conditions                     |
| 17       | CE-106    | Existing Conditions                     |
| 18       | CE-107    | Existing Conditions                     |
| 19       | CE-108    | Existing Conditions                     |
| 20       | CE-109    | Existing Conditions                     |

| PAGE NO. | SHEET NO. | TITLE OF SHEET        |
|----------|-----------|-----------------------|
| 21       | CE-110    | Existing Conditions   |
| 22       | CE-111    | Existing Conditions   |
| 23       | CE-112    | Existing Conditions   |
| 24       | GE-101    | Soil Boring Locations |
| 25       | CD-101    | Demolition Plan       |
| 26       | CD-102    | Demolition Plan       |
| 27       | CD-103    | Demolition Plan       |
| 28       | CD-104    | Demolition Plan       |
| 29       | CD-105    | Demolition Plan       |
| 30       | CD-106    | Demolition Plan       |
| 31       | CD-107    | Demolition Plan       |
| 32       | CD-108    | Demolition Plan       |
| 33       | CD-109    | Demolition Plan       |
| 34       | CD-110    | Demolition Plan       |
| 35       | CD-111    | Demolition Plan       |
| 36       | CD-112    | Demolition Plan       |
| 37       | CD-113    | Tree Removal Tables   |
| 38       | CD-114    | Tree Removal Tables   |
| 39       | CD-115    | Tree Removal Tables   |
| 40       | CD-116    | Tree Removal Tables   |
| 41       | CD-117    | Tree Removal Tables   |
| 42       | CD-118    | Tree Removal Tables   |
| 43       | CD-119    | Tree Removal Tables   |
| 44       | CD-120    | Tree Removal Tables   |

| PAGE NO. | SHEET NO. | TITLE OF SHEET                                      |
|----------|-----------|---|
| 45       | CS-101    | SESC Plan and Construction Phasing Phase I – West   |
| 46       | CS-102    | SESC Plan and Construction Phasing Phase I – East   |
| 47       | CS-103    | SESC Plan and Construction Phasing Phase II – West  |
| 48       | CS-104    | SESC Plan and Construction Phasing Phase II – East  |
| 49       | CS-105    | SESC Plan and Construction Phasing Phase III – West |
| 50       | CS-106    | SESC Plan and Construction Phasing Phase III – East |
| 51       | CS-107    | SESC Plan and Construction Phasing Phase IV – West  |
| 52       | CS-108    | SESC Plan and Construction Phasing Phase IV – East  |
| 53       | CS-109    | SESC Plan and Construction Phasing Phase V – West   |
| 54       | CS-110    | SESC Plan and Construction Phasing Phase V – East   |
| 55       | CS-111    | SESC Plan and Construction Phasing Phase VI – West  |
| 56       | CS-112    | SESC Plan and Construction Phasing Phase VI – East  |
| 57       | CS-501    | SESC Details  |
| 58       | CS-502    | SESC Details  |
| 59       | CS-503    | SESC & Construction Phasing Notes                   |
| 60       | CS-504    | SESC Notes  |
| 61       | CT-101    | Maintenance of Traffic Phase I                      |
| 62       | CT-102    | Maintenance of Traffic Phase II                     |
| 63       | CT-103    | Maintenance of Traffic Phase III                    |
| 64       | CT-104    | Maintenance of Traffic Phase IV                     |
| 65       | CT-105    | Maintenance of Traffic Phase V                      |
| 66       | CT-106    | Maintenance of Traffic Phase VI                     |
| 67       | CT-501    | Maintenance of Traffic Details                      |

| PAGE NO. | SHEET NO. | TITLE OF SHEET  |
|----------|-----------|---|
| 68       | CT-502    | Maintenance of Traffic Details  |
| 69       | CT-503    | Maintenance of Traffic Details  |
| 70       | CG-101    | Grading and Drainage Plan   |
| 71       | CG-102    | Grading and Drainage Plan   |
| 72       | CG-103    | Grading and Drainage Plan   |
| 73       | CG-104    | Grading and Drainage Plan   |
| 74       | CG-105    | Grading and Drainage Plan   |
| 75       | CG-106    | Grading and Drainage Plan   |
| 76       | CG-107    | Grading and Drainage Plan   |
| 77       | CG-108    | Grading and Drainage Plan   |
| 78       | CG-109    | Grading and Drainage Plan   |
| 79       | CG-110    | Grading and Drainage Plan   |
| 80       | CG-111    | Grading and Drainage Plan   |
| 81       | CG-112    | Grading and Drainage Plan   |
| 82       | CG-113    | Grading and Drainage Plan Parking Lot   |
| 83       | CG-114    | Grading and Drainage Plan Overlook  |
| 84       | CG-115    | Grading and Drainage Plan – Site Detail West Unnamed Tributary – Profile      |
| 85       | CG-116    | Grading and Drainage Plan – Site Detail Buffalo Creek Tributary ‘A’ – Profile |
| 86       | CG-117    | Riprap Geometric Plan Buffalo Creek Tributary “A”                             |
| 87       | CG-118    | Buffalo Creek Tributary 'A' Grade Control Structures #1 Elevations            |
| 88       | CG-119    | Buffal Creek Tributary 'A' Grade Control Structure #2 & #3 Elevations         |
| 89       | CG-120    | Main Stem Buffalo Creek Stream Restoration                                    |

| PAGE NO. | SHEET NO. | TITLE OF SHEET  |
|----------|-----------|---|
| 90       | CG-121    | West Unnamed Tributary Stream Restoration   |
| 91       | CG-201    | Plan & Profile STA 107+00 TO STA 118+00   |
| 92       | CG-202    | Plan & Profile STA 118+00 TO STA 129+00   |
| 93       | CG-203    | Plan & Profile STA 129+00 TO STA 140+00   |
| 94       | CG-204    | Plan & Profile STA 140+00 TO STA 148+00   |
| 95       | CG-205    | Plan & Profile STA 148+00 TO STA 152+63   |
| 96       | CG-206    | Plan & Profile STA 200+00 TO STA 211+00   |
| 97       | CG-207    | Plan & Profile STA 211+00 TO STA 222+00   |
| 98       | CG-208    | Plan & Profile STA 222+00 TO STA 233+73   |
| 99       | CG-209    | Plan & Profile STA 250+00 TO STA 252+44, STA 260+00 TO STA 261+29, STA 270+00 TO STA 272+27 |
| 100      | CG-210    | Plan & Profile STA 300+00 TO STA 311+00   |
| 101      | CG-211    | Plan & Profile STA 311+00 TO STA 321+96   |
| 102      | CG-212    | Plan & Profile STA 350+00 TO STA 351+91, STA 400+00 TO STA 406+90                           |
| 103      | CG-501    | Grading Details   |
|          | CG-502    | Grading Details   |
| 104      |           |   |
|          | CG-503    | Grading Details   |
| 105      |           |   |
|          | CG-504    | Grading Details   |
| 106      |           |   |
|          | CG-505    | Grading Details   |
| 107      | CG-506    | Grading Details   |
| 108      | CG-507    | Grading Details   |
| 109      | CG-508    | Grading Details   |
| 110      | CI-101    | Plan & Profile STA. 107+00 to STA. 118+00   |

| PAGE NO. | SHEET NO. | TITLE OF SHEET  |
|----------|-----------|---|
| 111      | L-101     | Landscape Plan  |
| 112      | L-102     | Landscape Plan  |
| 113      | L-103     | Landscape Plan  |
| 114      | L-104     | Landscape Plan  |
| 115      | L-105     | Landscape Plan  |
| 116      | L-106     | Landscape Plan  |
| 117      | L-107     | Landscape Plan  |
| 118      | L-108     | Landscape Plan  |
| 119      | L-109     | Landscape Plan  |
| 120      | L-110     | Landscape Plan  |
| 121      | L-111     | Landscape Plan  |
| 122      | L-112     | Landscape Plan  |
| 123      | L-113     | Tree and Shrub Planting Plan – West                                 |
| 124      | L-114     | Tree and Shrub Planting Plan – East                                 |
| 125      | L-115     | Tree and Shrub Planting Schedule                                    |
| 126      | L-116     | Limits of Natural Areas – West Monitoring, Management and Reporting |
| 127      | L-117     | Limits of Natural Areas – East Monitoring, Management and Reporting |
| 128      | L-501     | Landscape Details   |
| 129      | S-101     | Boardwalk #1 – Ten Ton Plan View, Side View, & Notes                |
| 130      | S-102     | Boardwalk #2 – Ten Ton Plan View, Side View, & Notes                |
| 131      | S-103     | Boardwalk #3 – Ten Ton Plan View, Side View, & Notes                |
| 132      | S-104     | Boardwalk #4 – Ten Ton Plan View, Side View, & Notes                |
| 133      | S-105     | Boardwalk #5 – Ten Ton Plan View, Side View, & Notes                |

| PAGE NO. | SHEET NO. | TITLE OF SHEET  |
|----------|-----------|---|
| 134      | S-106     | Boardwalk #6 – Ten Ton Plan View, Side View, & Notes            |
| 135      | S-107     | Boardwalk #7 – Ten Ton Plan View, Side View, & Notes            |
| 136      | S-501     | Boardwalks #1 - #7 – Ten Ton Plan & Elevation                   |
| 137      | S-502     | Boardwalks #1 - #7 – Ten Ton Sections & Details                 |
| 138      | S-503     | Boardwalks #1, #4, #6 – Ten Ton Free Span Plan & Side Elevation |
| 139      | S-504     | Boardwalks #1, #4, #6 – Ten Ton Free Span Sections & Details    |
| 140      | S-505     | Boardwalks #1, #4, #6 – Ten Ton Diaphragm Section & Detail      |

NOTE: The scales appearing on the Contract Plans are those to which the original plans were drawn and are not correct for the reproduced plans forming the Contract set.

The above listed Contract Documents are attached hereto. If Contract Documents are downloaded from the District's website, or if Contract Documents are obtained directly from the Procurement and Materials Management Department, the Bidder is directed to return only Volume 1, which is the Signature Book for Submission of Bid, for this contract, properly completed with the required signatures, in time for the public bid opening date. All the covenants, terms and stipulations in these Contract Documents form the Contract and are hereby made a part thereof.

#### CONTRACT DOCUMENTS FURNISHED

Upon execution of the Contract Documents and approval of the Contractor's Bond, the Water Reclamation District will furnish to the Contractor, free of charge, five complete sets of specifications, one (1) set of full-size prints, and four (4) sets of planograph reproductions. The Contractor may request, free of charge up to ten additional sets of the specifications and planograph reproductions.

The Contractor may obtain, at his own cost, additional full-size prints of the Contract Plans by having an approved blueprint supplier pick up a CD containing TIFF images of the original drawings at the District's Engineering Department Vault, make the prints, and immediately return the CD to the Engineering Department Vault. Arrangements for this service shall be made by contacting the Vault personnel (312) 751-3159 at least 24 hours prior to the pick-up time of the drawings.

#### AS-BUILT DRAWINGS

The Contractor agrees to furnish to the District, upon completion of the work, one complete set of As-Built drawings.

All modifications to Contract drawings will be made using CAD, the data structure for layer assignments; the symbology of the drawing files; and the AutoCAD drawing format (.dwg) shall follow the District's CAD Standards and Design Conventions.

A copy of the Contract CAD files will be made available to the Contractor by the District Engineer. The Contractor shall make necessary additions and corrections to the CAD files to show the As-Built conditions.

The District will furnish upon request a CD-ROM containing blocks, font libraries and the standard border and title block.

Drawing sheets that have been modified shall have a modification cloud bubble placed around the area or item that has been modified with a revision triangle next to cloud bubble.

If supplementary drawings are necessary they must be produced using CAD, added to the set given a new number in sequence and have a modification cloud bubble placed around the sheet number. Adhere to the District's CAD Standards and Design Conventions.

The List of Contract Plan sheet(s) shall be adjusted to reflect any changes to CAD files used to create As-Built drawing files following District's CAD Standards and Design Conventions.

All drawing files changed by the Contractor to reflect As-Built conditions, shall be printed on paper and reviewed for accuracy by the Contractor and District's Resident Engineer. Once these drawings are approved by the District's Resident Engineer, the Contractor shall furnish to the District, a CD with one set of electronically stored As-Built drawings. The District will use the CD to plot/print full size reproducible vellums with opaque black ink.

After a full set of drawings are plotted/printed on reproducible vellum, arrangements shall be made for the Contractor and District's Resident Engineer to meet at the District's MOBA. For each drawing, a decal "BUILT AS SHOWN" (furnished by the District), shall be placed near the LOWER RIGHT hand side of title block or in the space provided on drawing sheet and shall be dated and signed as to its correctness by the Contractor and District's Resident Engineer.

The Contractor shall include in the appropriate pay items of this Contract, all engineering and drafting costs required to produce these As-Built Drawings.

#### Section 23 of the General Specifications

Modify as follows:

Add the following after the second paragraph: "Upon completion of the work under this Contract, the Contractor shall also furnish to the District one set of electronically stored As-Built drawings prepared in the current release of AutoCAD used by the District or the latest version of AutoCAD approved by the District. All work performed by the Contractor on the electronic drawing files shall conform to the District's CAD standards. A document consisting of the District's CAD Standards will be transmitted to the Contractor.



An electronic set of the Contract drawings will be made available to the Contractor by the Engineer on a CD, prepared in the current release of AutoCAD used by the District.

#### SUBLETTING WORK

The bid money value of all materials purchased directly by the Contractor, together with the bid money value of all work performed by personnel and facilities provided directly by the Contractor, shall be not less than 25% of the money value of all work performed under this Contract. Any bid money value of work performed by the sub-contractors, for work on the job site utilizing sub-contractors' materials, labor and facilities, cannot be included in the percent of work to be completed by the Contractor. The Contractor shall comply with all requirements of Articles 19 and 20 of the General Conditions.

#### BOND(S)

The Contractor agrees to furnish a Contractor's Bond in the sum of one hundred (100%) percent of the amount of this Contract as security for the performance of the work under this Contract as required under Article 29 of the General Conditions.

#### RESTORATION WORK

The Contractor agrees to perform all restoration work as set forth in Section (16) of the General Specifications.

#### ACCESS TO JOB SITE AND SECURITY

The Contractor agrees to comply with all Security Requirements of the Water Reclamation District. The Contractor agrees to use the construction entrances shown on the Plans for transportation of any personnel equipment and material to and from job site.

Provisions to use any other access to the work site shall be subject to the approval of the Engineer and any additional costs involved in providing an alternative access shall be included in the lump sum price of the Contract. Wherever construction requires breaching of any existing security measure, the Contractor agrees to provide temporary fencing adequately constructed to maintain the security requirement at all times and shall be subject to the approval of the Engineer.

#### ACCIDENT AND SAFETY REPORTS

The Contractor shall immediately report to the Engineer all accidents involving injury to personnel or damage to equipment and structures. A written report shall be submitted within 24 hours of the incident. In addition, the Contractor shall furnish to the Engineer a copy of all accident or health hazard reports prepared for (OSHA) or any other governmental agencies.

## OPERATION OF THE EXISTING FACILITIES

The attention of the Contractor is called to the fact that the existing [Buffalo Creek Forest Preserve](#) upon the site of which the work under this contract is located, is owned by the Forest Preserve District of Lake County and will be kept in open to the public while work under this contract is in progress. The shutdowns and scheduling requirements shall be as specified under the heading "TIME" below. The Contractor shall arrange his work and agrees to cooperate with the District so as not to interfere with the continuous operation of the facility by the District, except as otherwise definitely specified.

It should be further noted that the Contractor may have to cooperate with other construction projects which the Water Reclamation District has determined to be performed simultaneously with this project. The Contractor shall arrange his work and agrees to cooperate with the Water Reclamation District and any other contractor(s) to not interfere with any other construction projects at the [Buffalo Creek Forest Preserve](#).

No complete closure of Buffalo Creek Forest Preserve will be allowed. Construction operations which may interfere with the normal operation of the site shall be scheduled with the Engineer not less than five calendar days in advance of that work. The Contractor shall employ an adequate work force during said work and progress shall be to the satisfaction of the Engineer and Water Reclamation District. The Engineer shall be kept informed regarding the progress of said construction and he shall be promptly notified upon completion of the work.

## SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS (MINORITY, WOMEN'S AND SMALL) PARTICIPATION

The Contractor agrees to comply with the requirements, goals, terms and conditions of the Revised Appendix D throughout the life of the Contract. The work under this Contract is classified as "General and Heavy Construction" for the MBE, WBE, SBE Utilization Goals contained in the Revised Appendix D. The associated goals are 20% Minority-owned Business Enterprises MBE, 10% Women-owned Business Enterprises WBE, and 10% Small Business Enterprises SBE.

1.) The bidder shall submit with the Proposal a signed and completed **MBE, WBE, SBE Utilization Plan** which lists each business intended to be used as a MBE, WBE, SBE on pages UP-2, UP-3 and UP-4 and supplementary pages as necessary. **The Bidder must sign the Signature Section page UP-5.** Failure to submit a signed MBE, WBE, SBE Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the Bidder is required to sign pages UP-5 and UP-6, the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.

2.) Each Bidder must submit **with their bid package** an original or facsimile copy of **MBE, WBE, SBE Subcontractor's Letter of Intent, Page UP-7** for each subcontractor listed on their MBE, WBE, SBE Utilization Plan. The submitted MBE, WBE, SBE Utilization Plan must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor's current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE, WBE, or SBE within the meaning of the **Affirmative Action Interim Ordinance Appendix D**. Failure to submit the MBE, WBE, SBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE, WBE, SBE

Subcontractor's Letter of Intent signed by each MBE, WBE, SBE will be viewed as non-responsive and the bid will be rejected.

3.) If the Bidder exceeds the allowable *Supplier Utilization* amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed the use of a MBE, WBE, SBE supplier for more than 25% of each of the respective MBE, WBE, SBE goal, unless the Director of Procurement and Materials Management has authorized a Supplier's Exception notated on page AU-1.

#### AFFIRMATIVE ACTION PROGRAM

The Contractor agrees that if this Proposal exceeds Ten Thousand Dollars (\$10,000.00), he shall comply with the requirements, terms and conditions of Appendix C of the Contract Documents in reference to an Affirmative Action Program and shall satisfactorily maintain this program throughout the life of the Contract.

The Contractor agrees to fulfill the Special Training Program Provisions for Apprentices as specified in the Appendix K and to provide training opportunities throughout the life of the contract. The requirements of the Special Provisions for Apprentices are 590 Minority and 210 Female hours for the purpose of this contract.

The Contractor agrees that in the event of failure to comply with all requirements listed above and in APPENDIX C, the District may withhold 50 percent of the current progress payment due the Contractor. The Contractor also agrees that following the withholding of 50 percent of the current progress payment, no further progress payments will be made until the Contractor is in compliance with the above requirements.

#### TIME

It is understood and agreed that the Contractor shall complete all of the work required under this Contract, exclusive of Natural Areas Management, Monitoring, and Reporting, within XXX calendar days after execution of the Contract or approval of the Contractor's Bond. Natural Areas Management, Monitoring, and Reporting shall be completed, including receipt of sign-off from the Corps of Engineers, not later than MONTH DATE, YEAR.

The Contractor expressly stipulates and agrees that the progress of the work will be verified by a Critical Path Method (CPM) Schedule, acceptable to the Water Reclamation District as set forth in Article 23 of the General Conditions.

No claims, damages, or impact costs shall accrue to the Contractor by the failure to achieve either substantial completion or completion of all work prior to the time specified herein, irrespective of any time(s) indicated on his short bar chart schedule for said completion(s).

All contract work including punch list items and final clean-up, exclusive of Natural Areas Management, Monitoring, and Reporting, shall be completed within XXX calendar days after approval of the Contractor's Bond. To prevent all disputes and litigation concerning the actual date of completion, it is further agreed by and between the Water Reclamation District and the Contractor, that the Engineer shall in all cases decide every question which may arise relative to the

completion of the work under this Contract and his decision shall be final and conclusive on both parties hereto and such decisions, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money or compensation.

#### LIQUIDATED DAMAGES

The Contractor agrees to pay the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Thousand Dollars (\$1,000.00) for each calendar day that he is in default of the time specified above by failing to achieve substantial completion, as defined in Section 1 of the General Specifications.

Further, upon achieving substantial completion, the Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Two Hundred Dollars (\$200.00) for each calendar day that he is in default of the time specified above by failing to complete the entire work, including all punch list items and final clean-up, exclusive of Natural Areas Management, Monitoring, and Reporting.

The Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Fifty Dollars (\$50.00) for each calendar day that he is in default of the time specified in Article 23 of the General Conditions for submission of a responsive Monthly Work Plan, not to exceed Five Hundred Dollars (\$500.00) per occurrence.

The Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Hundred Dollars (\$100.00) for each calendar day that he is in default of the time indicated for the submission of the "As-Planned" (Rev. 0) Work Schedule and responsive quarterly revisions to the Work Schedule per Article 23, not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per occurrence.

Submittals must be complete; no partial submittals will be reviewed. The Contractor agrees to pay the Water Reclamation District as liquidated damages, the sum of One Hundred Twenty Five Dollars (\$125.00) for each man-hour of additional submittal review work incurred by the District (including District's agent) beyond the maximum three (3) submittal reviews. Partial Contractor submittals that are returned by the District un-reviewed shall count as one of the three (maximum) review iterations. The determination, tally of incurred review man-hours, and assessment of Liquidated Damages shall be made by the Engineer and communicated to the Contractor via file letter correspondence.

The Contractor shall have thirty (30) calendar days after the date of the issuance of a file letter advising the Contractor of the assessment of liquidated damages to object, in writing, to the liquidated damages. The objection shall include all written documentation in support of the Contractor's claim. Failure to file said written objection to the assessment of liquidated damages within 30 days of the notice shall be deemed agreement to the assessment and waiver of a right to appeal.

#### ADDITIVITY OF LIQUIDATED DAMAGES

Each of the liquidated damages described above shall be considered independent and separate from other liquidated damages and shall operate separately. The different classes of liquidated damages are additive (except for punch list work) and therefore the total amount of damages to be paid by the Contractor may exceed the limits established for any single class of liquidated damages.

#### MULTI-PROJECT LABOR AGREEMENT

The Contractor agrees to comply with the terms and conditions of the District's Multi-Project Labor Agreement, which is a part of the Contract.

#### ILLINOIS PREVAILING WAGE ACT

All Contractors/Subcontractors must comply with the Illinois Prevailing Wage Act (the Act), 820 ILCS 130. A list of prevailing wage rates at the time of project advertisement for Lake County, as determined by the Illinois Department of Labor, is included in the Bidding Requirements. It is the responsibility of the Contractor to obtain and comply with any revisions to the rates should they change during the duration of the Contract.

All laborers, mechanics and other workers employed or working under the Contract must be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed. The District requires that any class of laborer, mechanic or other worker not listed in the wage determination and which is employed under the Contract, must be classified in conformance with the wage determination.

Additionally, all Contractors/Subcontractors must comply with Section 5 of the Act, as revised January 1, 2014, which requires that all Contractors/Subcontractors participating in public works for a public body keep certified payrolls. The Act requires that the Contractor/Subcontractor maintain these certified payrolls as a business record for a minimum of five (5) years from the date of last payment on the Contract.

With each invoice for payment the Contractor/Subcontractor must submit the following forms: Certified Transcript of Payroll (timesheet); Certified Transcript of Payroll – Freedom of Information Act (timesheet); Certified transcript of Payroll (affidavit, fringes, and subcontractors); and Certification Form. These forms must be submitted for all laborers, mechanics or other workers employed under the Contract. These forms are included on the last five (5) pages of the Agreement of the Contract. All forms submitted must be completely filled out, signed and certified as correct. These forms, with the exception of the Certified Transcript of Payroll – Freedom of Information Act form, are the same forms that must be maintained for a minimum of five (5) years from the date of last payment, pursuant to the revised statute.

#### CASH FLOW ESTIMATE SCHEDULE

With each invoice for payment, the Contractor shall submit an estimate of all future monthly progress payment amounts anticipated for the duration of the contract. This estimate is a required portion of all payment request submittals, and no payment request will be considered complete without such an estimate. The Contractor's estimate will not be binding upon his or her actual future progress payment request, but will be used solely by the District to estimate monthly disbursements and cash flow requirements.”

## INSURANCE

The Contractor shall maintain and keep in force the insurance specified in Division 1 of the Detailed Specifications.

## PROGRESS ESTIMATES AND PAYMENT

Payment for the work to be performed under this Contract is to be made from the proceeds from the capital improvements bonds or bond anticipation notes issued or to be issued by and from the Construction Fund of the Water Reclamation District of Greater Chicago.

The Water Reclamation District agrees to make progress payment to the Contractor, in accordance with Articles 32 and 33 of the General Conditions.

Final payment will be made in accordance with Article 35 of the General Conditions.

## INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Water Reclamation District, its Commissioners, officers, agents and employees from and against any and all action, suit, claims, costs, settlements, debts, damages, liabilities, obligations, losses, judgements, demands and expenses (including General Counsel fees on account thereof) of whatever kind or nature resulting from the failure of the Contractor, its agents or employees to perform any of their obligations under this agreement or from fraud, willful misconduct, negligent act, error or omission or intentional disregard by them. This provision survives the termination of the Contract.

## CHOICE OF LAWS

The parties agree that this Agreement (Contract), and any subsequent extensions, addenda or modifications, is governed by, and construed 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 (Contract) is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

## COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

All work to be performed by the Contractor's employees in fulfillment of this Agreement shall comply with all applicable federal, state, and local laws. Further, all work is to be performed in compliance with all applicable ordinances and regulations of the District unless a specific exemption is provided, in writing, by the District. A violation of any applicable federal, state, or local law or District ordinance or regulation by the Contractor may be deemed a material breach of this contract at the sole discretion of the District.

The Contractor expressly agrees to execute any and all permits or bonds required by the State of Illinois or by any other municipality, municipal corporation, or by any other agency on the same date the Contractor's Bond of this Contract is executed or as soon as practicable thereafter.



## SEVERABILITY

If any provision of this Contract is or becomes invalid or unenforceable in whole or in part because the provision is contrary to law or against public policy or for any other reason, the provision will be enforced to the extent that it is valid and enforceable. The validity and enforceability of the remaining provisions of the contract is unaffected.

## ENTIRE AGREEMENT

This Contract including any attachments, riders, and contract plans constitute the entire agreement between the Contractor and Water Reclamation District with respect to the subject matter thereof, and it supersedes any other agreement, oral or written, between the Contractor and the District.

PRICES

The Contractor agrees to accept, and the Water Reclamation District agrees to pay, in accordance with Article 31 of the General Conditions, the following prices as full compensation for furnishing all the labor, tools, materials and appurtenances necessary to complete all the work specified in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the entire work, free of all claims, liens and charges whatsoever and in full compliance with the specifications and the requirements of the Engineer, complete under them, to wit:

**THE LUMP SUM PRICE:**

COST PROPOSAL A:

For the construction of all work required to complete the entire project, other than negotiated prices, allowance items, and unit price items (Cost Proposal B and Cost Proposal C), as shown in the plans and specifications for the Lump Sum price of:

\_\_\_\_\_ (Written in Words Amount)

\_\_\_\_\_ Dollars  
(Written in Words Amount)

and \_\_\_\_\_ Cents (\$ \_\_\_\_\_).  
(Written in Words Amount) (Written in Figures Amount)

**ALLOWANCE ITEMS**

COST PROPOSAL B:

Allowance Item for Construction or Demolition Debris & Soil that is contaminated.

The Contractor shall include an allowance amount in his bid for incremental costs for the removal, handling and legal offsite disposal of any construction or demolition debris and surplus soil that is considered contaminated (hazardous waste or non-hazardous special waste). See Specifications Section 02 6113 for additional information. To be qualified for payment under this item, this work will have to be performed during the contract period, and shall exclude the cost of abatement of contaminated materials that is identified as part of the lump sum work, elsewhere in the contract documents. Upon determining that a certain extent of the construction demolition debris and surplus soil is contaminated, the Contractor shall estimate the scope of work and submit a written scope for the additional work required, price proposal, and supporting documentation to the District for review and approval. The written scope and price proposal shall include a detailed description of the type and extent of additional work to be performed for the removal, handling and legal offsite disposal of contaminated material, including a detailed cost breakdown showing all material, labor and equipment costs. The Contractor shall also submit



supporting documentation, including test data, to wholly support his claim (s). The price proposal (s) shall be in accordance with Articles 7 and 8 of the General Conditions of the contract.

Costs of testing all material generated on the project to establish that it is clean or uncontaminated shall be considered part of the lump sum price, and not part of this allowance item except as follows. If, after initial testing, any material tests positive for contamination, the costs of any additional testing that may be mandated to further categorize the material into various classifications of contaminated or special wastes for handling, removal and disposal purposes, may be considered for payment under this allowance item, by the District.

The District will review the report (s), price proposal (s), and supporting documentation to verify the accuracy and completeness of the information, and to verify that the price proposal (s) is (are) fair and reasonable for the scope of work performed. During the performance of the work, the District’s Resident Engineer shall be kept apprised of the work schedule at all times, and the Contractor shall maintain a daily record of time, material and equipment utilized to perform the work, which shall be signed by the District’s Resident Engineer. The cumulative price for the work performed under this Allowance Item shall not exceed the amount indicated below for Cost Proposal B. The actual cost of the work may be less or more than indicated. It is also possible that this work may not be required, in which case the amount to be paid under this Allowance Item shall be zero. Actual payments to be made to the Contractor shall be based solely on the amount approved by the District. The District makes no guarantee that any work will be required under this Allowance Item.

In the event that the actual price for additional work to be performed for the removal, handling and legal offsite disposal of contaminated material exceeds the amount in this Allowance Item, the Contractor agrees to provide the extra work required due to the presence of contaminated material as change order work. In this case, a supplemental report (s), price proposal (s), and supporting documentation shall be submitted to the District for review and approval. The Contractor shall prepare the price proposal (s) in accordance with Articles 7 and 8 of the General Conditions of the Contract.

Furnish all labor, supervision, equipment, materials, and incidentals required for the incremental work associated with the removal, handling and disposal of contaminated (hazardous waste or non-hazardous special waste) material, as specified in the detail specification and as directed by the Engineer, for an allowance amount not to exceed:

TWO HUNDRED FIFTY THOUSAND Dollars and ZERO Cents  
(Written in Words Amount) (Written in Words Amount)

(\$ 250,000.00 ) (Dollar Value to be established based on project scope)  
(Written in Figures Amount)

**UNIT PRICE WORK**

Unit price work shall be performed under Cost Proposal C. Unit price work reflects the work in place, complete to the requirements of the work shown and specified or as directed by the Engineer. Actual payments to be made to the Contractor for unit price work shall be based solely on the product of the fixed unit price and the actual quantity of work, as measured in the field, regardless if it is more or less than its extension. If no unit price work is performed, then no payment shall be made for this item. The extension, made for bid evaluation purposes only, is based on an estimate, and is not a guarantee of the actual amounts of this work that may be required.

COST PROPOSAL C:

Over excavate reservoir bottom to a depth of two (2) feet in areas identified by the Engineer where highly permeable materials, such as sand (s) and/or gravel(s), are discovered and construct a two (2) foot thick liner consisting of compacted, dense, low permeability clay in same location. Excavated permeable materials shall remain on site and shall be used to construct landforms west of Schaeffer Road unless otherwise directed by the Engineer. Clay liner shall consist of material excavated on-site and is subject to Engineer's review and approval.

\_\_\_\_\_ Dollars and  
(Written in Words Amount)

\_\_\_\_\_ Cents per square yard of clay liner excavation and construction  
(Written in Words Amount)

(\$ \_\_\_\_\_) per square yard  
(In Figures Amount)

Extension: 10,000 square yards X \$ \_\_\_\_\_ per square yard = \$ \_\_\_\_\_

In the event that the actual quantity required for unit price work exceeds the quantity listed, the Contractor agrees to furnish and install additional quantities at the fixed unit price.

**THE TOTAL BID PRICE**

THE SUM OF THE COST PROPOSALS OF A THROUGH C (The lump sum price of Cost Proposal A plus the extensions of Cost Proposals B and C):

\_\_\_\_\_  
(Written in Words Amount)

\_\_\_\_\_ Dollars  
(Written in Words Amount)

and \_\_\_\_\_ Cents, ( \_\_\_\_\_ ).  
(Written in Words Amount) (Written in Figures Amount)

In any event where there is a discrepancy between the “Written in Words” and “Written in Figures” amount, the “Written in Words” amount shall govern.

#### INTENT OF THE CONTRACT DOCUMENTS

The specifications and plans are intended to be complementary and any work appearing upon the plans and omitted in the specifications, or mentioned in the specifications and omitted upon the plans, shall be executed according to the true intent and meaning of said specifications and plans, the same as though the said work was contained in each.

In the event that any of the provisions of the Detail Specifications, the Contract Plans, the General Specifications and/or General Conditions conflict with one another, it is the intention of the parties that the following order of precedence shall apply. Where the requirements of the Detail Specifications conflict with the Plans, the General Specifications and/or General Conditions, the provisions of the Detail Specifications shall Govern and control. Where the requirements of the Plans conflict with the General Specifications and/or General Conditions, the provisions of the Plans shall govern and control.

#### AGREEMENT BINDING

This Agreement shall be binding upon the successors, heirs, legal representatives, administrators and executors of the Contractor.

The undersigned agrees that this Agreement shall not be construed as, nor is it the intent of any of the parties hereto, to give any benefits, rights, privileges, actions or remedies to any person, partnership or corporation other than the Contractor and the Water Reclamation District, under a third party beneficiary theory or otherwise.

#### TIME IS OF THE ESSENCE

It is understood and agreed that TIME IS OF THE ESSENCE of this Contract, and the CONTRACTOR agrees to make reasonable efforts to prosecute and complete the work within the time limits specified, and in compliance with other requests that the District may reasonably make excepting when occurrences of acts of God, strikes, insurrection and delays caused by others extend those limits.

The Contractor agrees that no changes or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services herein specified.

#### CITIZENSHIP

Pursuant to Illinois statute, *70 ILCS 2605/11.15*, no person shall be employed upon contracts for work to be done by the District unless he/she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, or an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code.

IN WITNESS WHEREOF, on the \_\_\_\_ day of \_\_\_\_\_, 2016, the Metropolitan Water Reclamation District of Greater Chicago, and the Contractor, have executed this Agreement, Contract No. 13-370-3F, in triplicate, each by their duly authorized officers or representatives.

Metropolitan Water Reclamation District of Greater Chicago

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

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

\_\_\_\_\_  
Director of Procurement and Material Management

Attest:

\_\_\_\_\_  
Clerk of the District (Seal)

\_\_\_\_\_  
**Name of Company**

By \_\_\_\_\_  
President \*

\_\_\_\_\_  
(Print Name and Title)

Attest:

\_\_\_\_\_  
Secretary \* (Seal)

**\*NOTE\* If the contract is executed by other than the President and Secretary, a corporate resolution must be attached in duplicate authorizing execution by the designated parties.**

**APPROVED AS TO ENGINEERING:**

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

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Assistant Attorney

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

**Exhibit K**

**Insurance Requirements**

SECTION 01 11 05

INSURANCE

PART 1 GENERAL

1.1 INSURANCE AND LIMITS

- A. Provide insurance as specified below in accordance with Article 17 of the General Conditions:

|    | <u>Line of Insurance</u>           | <u>Minimum Acceptable Limits of Liability by Grouping</u> |
|----|------------------------------------|---|
| 1. | Worker's Compensation              | Statutory   |
| 2. | Employer's Liability               |   |
|    | a. Each accident                   | \$5,000,000.00  |
|    | b. Each employee-disease           | \$5,000,000.00  |
|    | c. Policy aggregate-disease        | \$5,000,000.00  |
| 3. | Commercial General Liability       |   |
|    | a. Per occurrence                  | \$10,000,000.00   |
|    | b. General aggregate-per project   | \$10,000,000.00   |
|    | c. Products/Completed Operations   | \$10,000,000.00   |
| 4. | Business Auto Liability            | \$5,000,000.00  |
| 5. | Professional Errors & Omissions    | Not Required  |
| 6. | Environmental Impairment Liability | Not Required  |
| 7. | Builder's Risk                     | Per Article 17A - GC                                      |

NOTE: THE CERTIFICATION SHALL CLEARLY STATE THAT THE "WATER RECLAMATION DISTRICT, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES" ARE ADDITIONAL INSURED UNDER COMMERCIAL GENERAL LIABILITY INSURANCE, BUSINESS AUTO LIABILITY INSURANCE AND, IF REQUIRED, ENVIRONMENTAL IMPAIRMENT INSURANCE. THE WATER RECLAMATION DISTRICT SHALL BE THE NAMED INSURED ON THE BUILDER'S RISK POLICY CERTIFICATE.

- B. If the Contractor chooses to utilize an Umbrella Policy to satisfy a portion of the above requirements, only a maximum of \$8,000,000.00 will be allowed for said policy.
- C. The Contractor is to maintain and keep in force all insurance, as required, for the duration of the Contract. The Contractor is to maintain Commercial General Liability Insurance for a period of one year from the date of final acceptance.
- D. If the Certificates are used as proof of insurance, furnish all insurance policies within 30 days after commencing work.
- E. It is strongly recommended that bidders investigate the cost of insurance before submitting bids.
- F. IDENTIFY ALL INSURANCE SUBMITTALS BY THE CONTRACT NUMBER 13-370-3F.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

Not Used

END OF SECTION

**Exhibit L**

**General Depiction of Maintenance Site**





Checker Rd

Energy Dissipation Pool

Principal Spillway

Auxillary Spillway

Maintenance Site

Emergency Spillway

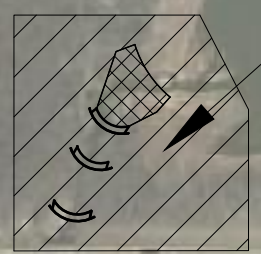
Village Mowing Area

Village Grade Control Structure Maintenance

Lake Cook Rd

Schaeffer Rd

Arlington Heights Rd



|   |           |                |                 |
|---|-----------|----------------|-----------------|
| <b>Metropolitan Water Reclamation District of Greater Chicago</b> |           |                |                 |
| BUFFALO CREEK RESERVOIR   |           |                |                 |
| EXHIBIT L - MAINTENANCE SITE                                      |           |                |                 |
| Designed by:  | Drawn by: | Approved by:   | Date:           |
|   | SH        |                | 10/27/2015      |
|   |           | FL / ( RFl ) : | Source Drawing: |

Sheet Number:  
EX-L

**EXHIBIT M**

**Tax Exemption Certificate and  
Agreement**

## TAX EXEMPTION CERTIFICATE AND AGREEMENT

The Lake County Forest Preserve District (the “LCFPD”) and the Village of Buffalo Grove (the “VILLAGE and collectively with the LCFPD the “RECIPIENTS”) are executing this Tax Exemption Certificate and Agreement (“*Tax Agreement*”) to allow the Metropolitan Water Reclamation District of Greater Chicago (the “MWRDGC”) to transfer to the RECIPIENTS monies and Facilities financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix D (the “*Facilities*”). Appendix D may be amended from time to time if additional cash to acquire or improve such Facilities or Facilities themselves are transferred.

To the extent that the MWRDGC owned or controlled the Facilities, the RECIPIENTS and the MWRDGC have previously executed or will execute documents transferring ownership or control of the Facilities to the RECIPIENTS. The RECIPIENTS are aware that the MWRDGC has limited resources and might be unable to fund or transfer the Facilities without this Tax Agreement.

*Section 1. Definitions and Appendices.* Attached hereto are four Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the RECIPIENTS. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix C, if any, includes a description of certain funds or accounts that, as described in Appendix A, may be subject to investment restrictions or rebate payments. Appendix D lists or describes the Facilities that are hereby made the subject of restrictions described herein.

*Section 2. Expectations.* These certifications set forth various facts regarding the transfers and establish the expectations of the RECIPIENTS as to future events regarding the transfers and the use of Facilities transferred. These certifications also establish facts and expectations related to any transferred Facilities, and any moneys of the RECIPIENTS or related entities held in funds or accounts related to the Facilities (if any). The RECIPIENTS recognize that the Facilities were or will be financed in whole or in part with obligations that are intended to be tax-exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

*Section 3. Purpose of Transfer.* The Facilities listed in Appendix D have been or are being transferred to the RECIPIENTS to allow the MWRDGC to better manage stormwater. The RECIPIENTS, and not the MWRDGC, will control the operation and use of these Facilities except for annual inspections, and except that MWRDGC may perform needed maintenance (at the expense of the RECIPIENTS) if the RECIPIENTS do not.

*Section 4. Cash Transfer.* The MWRDGC may from time to time transfer cash, rather than Facilities to a RECIPIENT. Such cash transfers will either be to reimburse (in whole or in

part) the RECIPIENTS for capital costs of Facilities for the control of stormwater within the area served by the MWRDGC or to provide the funds to purchase or construct such Facilities. In either case, the RECIPIENTS will add any such Facilities to Appendix D before such Facilities become operational.

In the case of reimbursement, the RECIPIENTS will not accept such cash more than 18 months after the expenditure to be reimbursed. The RECIPIENTS also understands that the MWRDGC will be unable to make such a transfer if the expenditure was made prior to November 6, 2014.

If any cash is transferred for capital expenditures not made by the RECIPIENTS on or prior to the date of the transfer or involving a current outlay of cash for a capital expenditure the RECIPIENTS will segregate such funds for investment and tracking purposes. Such funds will be invested and disbursed only in accordance with Appendix A and any supplemental tax agreement. In order to establish that cash transferred to the RECIPIENTS on a particular date which involves a current outlay of the same amount of cash by the RECIPIENTS, the RECIPIENTS will either confirm to the MWRDGC that it reasonably expects on the date of receipt of funds that it will disburse all amounts to contractors or suppliers within five business days or it will acknowledge increased investment tracking, computation and payment obligations related to such funds.

*Section 5. Payments to MWRDGC, Security for MWRDGC Debt.* Unless the RECIPIENTS execute a separate supplemental tax agreement indicating otherwise, the RECIPIENTS will not provide any security for any debt of MWRDGC and the RECIPIENTS will not make payments to MWRDGC that could be used by MWRDGC to pay or secure its debt. No fees will be paid by the RECIPIENTS for use of the financed Facilities. No repayments will be required. This section will not be read to limit future contractual arrangements including separate tax covenants. If the RECIPIENTS do not properly maintain the Facilities intended to perform a stormwater benefit, the MWRDGC may perform maintenance on such Facilities and charge RECIPIENTS for such maintenance costs.

*Section 6. Hedges.* Neither the RECIPIENTS nor any member of the same Controlled Group as the RECIPIENTS have entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the MWRDGC.

*Section 7. Internal Revenue Service Audits.* The Internal Revenue Service has not contacted the RECIPIENTS regarding any obligations issued by or on behalf of the RECIPIENTS in connection with their stormwater systems and no such obligations are currently under examination by the Internal Revenue Service.

*Section 8. Records.* The RECIPIENTS agree to keep and retain or cause to be kept and retained adequate records with respect to the investment, expenditure and use of all amounts and Facilities transferred by the MWRDGC to the RECIPIENTS and provide such records to the MWRDGC on reasonable request. The RECIPIENTS further agree to maintain sufficient records to demonstrate compliance with all of the covenants set forth herein. Such records will

be maintained at least until December 1, 2049, or such later date provided by the MWRDGC. If cash is only transferred to the RECIPIENTS as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records. Records as to the use of Facilities shall apply to both Facilities constructed or acquired by the MWRDGC and transferred to the RECIPIENTS and also to Facilities constructed or acquired with moneys provided by the MWRDGC.

*Section 9. Investment Restrictions.* Any money transferred by the MWRDGC to the RECIPIENTS that is not immediately allocated to an expenditure, must be invested in investments purchased at the market price, therefore, at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. Except as provided in Appendix A, all moneys transferred by the MWRDGC to the RECIPIENTS shall be invested at a Yield not in excess of a Yield to be provided by the MWRDGC (which may, be revised by notice to the RECIPIENTS). Appendix A contains further details related to investment restrictions.

*Section 10. Use Test.* (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the RECIPIENTS enter into any contract with a third party (other than a state or local government) to manage stormwater process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the amounts transferred to the RECIPIENTS will be used, directly or indirectly, to make or finance loans to any entity.

*Section 11. No Sale of the Project.* Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of prior to the earlier of (i) the last date of the economic life of the property or (ii) December 1, 2044.

*Section 12. Use Contracts.* Except as provided herein, the RECIPIENTS will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The RECIPIENTS will not allow another entity to manage, control, or operate any of



the Facilities. The RECIPIENTS will not contractually provide that any of the Facilities will be used to manage stormwater of a specific non-governmental entity. The RECIPIENTS may enter into a management contract or other contract concerning such property if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the MWRDGC an opinion of Bond Counsel to that effect with a copy of the contract.

*Section 13. Cooperation.* The RECIPIENTS will cooperate with the MWRDGC at the expense of the RECIPIENTS in defending any examination of bonds of the MWRDGC that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the RECIPIENTS will allow site visits by the MWRDGC, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

*Section 14. Annual Reporting.* The RECIPIENTS will provide a report to the MWRDGC at least annually. The report shall state whether the RECIPIENTS have over the previous year complied with all of its covenants and shall enumerate any covenant violations. The RECIPIENTS shall maintain adequate procedures and records to allow it to make and support these annual reports. The RECIPIENTS shall also notify the MWRDGC within 60 days of discovery of any covenant violations.

*Section 15. Remediation and VCAP.* The RECIPIENTS will work with the MWRDGC to remediate any violation of the RECIPIENTS (at the expense of the RECIPIENTS). If the MWRDGC with the assistance of the RECIPIENTS is unable to remediate the violation, the RECIPIENTS, at the RECIPIENTS' expense, will cooperate with the MWRDGC on seeking a voluntary closing agreement with the Internal Revenue Service.

*Section 16. Future Events.* The RECIPIENTS covenant that they will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of Facilities or money transferred to it by the MWRDGC) if taking, permitting or omitting to take such action would violate this Tax Exemption Certificate and Agreement. The RECIPIENTS agree that it will cooperate with the MWRDGC in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the RECIPIENTS have any questions regarding their responsibilities under these covenants, it will contact the MWRDGC and request clarification or additional guidance.

By \_\_\_\_\_  
Authorized Signature for the Lake County  
Forest Preserve District

Dated: \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
Authorized Signature for the Village of Buffalo  
Grove

Dated: \_\_\_\_\_, 20\_\_

## APPENDIX A

*Appendix A, Section 1. Funds and Accounts.* Listed in Appendix C are all of the funds or accounts into which the RECIPIENTS may deposit cash transferred from the MWRDGC or earnings derived there from. Also included is a brief but accurate description of each.

The RECIPIENTS acknowledge that any such fund or account or portion of such fund or account (whether or not noted in Appendix C) is subject to rebate and investment restrictions except for any portions meeting exceptions described herein.

*Appendix A, Section 2. Project Moneys Received.* The RECIPIENTS will hold all amounts received from the MWRDGC not allocated to a capital expenditure paid by the RECIPIENTS prior to receipt or within five business days of receipt in a segregated fund or account herein referred to as the MWRDGC Project Fund.

The MWRDGC Project Fund shall be invested in U.S. Treasury obligations (including SLGS), or other investments permitted in writing by the MWRDGC in a Notification to the RECIPIENTS. The MWRDGC Project Fund will not be left uninvested except for amounts under \$10,000 or amounts that are to be allocated to expenditure or investment within 5 business days.

Amounts will be withdrawn from the MWRDGC Project Fund only to the extent allocated to capital expenditures for costs of the Project. Except as described above, investment earnings on the MWRDGC Project Fund shall be retained in the MWRDGC Project Fund.

The RECIPIENTS shall provide the MWRDGC with the balance of the MWRDGC Project Fund on each date that the MWRDGC provides funds to the RECIPIENTS and on such other dates provided by the MWRDGC in a Notification to the RECIPIENTS. If any amounts or investments remain in the MWRDGC Project Fund after a date provided by the MWRDGC in a Notification to the RECIPIENTS then the RECIPIENTS will invest and disburse such amounts only in accordance with instructions provided in a supplemental Tax Agreement or in a Notification by the MWRDGC to the RECIPIENTS.

On the dates provided by the MWRDGC in a Notification to the RECIPIENTS, the RECIPIENTS will provide rebate and yield reduction payment computations to the MWRDGC based on yields provided by the MWRDGC in Notifications. If any computations show amounts owed on such investments, the RECIPIENTS shall promptly pay such amounts to the MWRDGC.

*Appendix A, Section 3. Market Price Investment Restrictions.* The RECIPIENTS will not invest any of the amounts received from the MWRDGC in any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, or any agreement to supply investments on two or more future dates (including any guaranteed investment contract, forward supply contract, repurchase agreement, or any similar agreement) unless it awards such investment contract pursuant to competitive bidding in a manner approved by the MWRDGC and its counsel.



The RECIPIENTS may until a date provided by the MWRDGC in a Notification to the RECIPIENTS invest such amounts in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal only if the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States of America and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

*Appendix A, Section 4. Federal Guarantees.* Except for investments meeting the requirements of Appendix A, or prior to December 31, 2017, investments of moneys received from the MWRDGC shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips)), or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the moneys received from the MWRDGC has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). A federal guarantee does not include any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

*Appendix A, Section 5. Rebate.* Amounts received from the MWRDGC except as noted herein are subject to the Rebate requirement. The RECIPIENTS are responsible for calculating the amount of rebate if any due on such funds or accounts including those listed in Appendix C. Such rebate calculations shall be based on bond yields equal to yields provided from time to time by the MWRDGC. Such rebate computations shall be based upon a bond year ending on dates provided by the MWRDGC, and installment computation dates provided by the MWRDGC, and such other dates as may be provided by the MWRDGC from time to time. Such computations shall ignore “rebate credits” and shall not reflect any hold back amount permitted under the regulations. For example, the rebate amount shall be 100% on each computation date, not reduced to 90% as might be permitted under regulations. The RECIPIENTS shall pay to the MWRDGC the amount of rebate due with respect to each such account no later than 50 days after each installment computation date.

*Appendix A, Section 6. Records.* The RECIPIENTS shall retain records relating to each computation performed and all other investment records of amounts identified in Appendix A, Sections 1 and 2.

Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation. If any investment becomes allocable to one of the funds or accounts described in Section 7 of the Tax Covenants on a date other than the date such investment is purchased, the records required to be kept shall include the

fair market value of such investment on the date it becomes so allocated. Amounts or investments will be segregated whenever necessary to maintain these records. Upon request of the MWRDGC, such records will be provided to the MWRDGC.

*Appendix A, Section 7. Sale of the Project.* The RECIPIENTS shall not sell or otherwise dispose of portion of the Facilities identified on Appendix D without prior written approval of the MWRDGC or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix D nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the RECIPIENTS of the property or (ii) December 1, 2044. The RECIPIENTS may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the RECIPIENTS of the property or (ii) December 1, 2044, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than twenty (20) years; (B) the RECIPIENTS reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the RECIPIENTS deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the RECIPIENTS reasonably expect to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The RECIPIENTS acknowledge that if property identified on Appendix D is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The RECIPIENTS shall promptly contact the MWRDGC if a sale or other disposition of property identified on Appendix D is considered by the RECIPIENTS.

*Appendix A, Section 8. Maintenance of Tax Exemption.* The RECIPIENTS recognize that investors in tax exempt bonds are relying on these covenants, and will contact the MWRDGC if the RECIPIENTS determine that it may have violated any covenant or if it is unsure of any action required of it. The MWRDGC may under such circumstances provide the RECIPIENTS with additional instructions.

These tax covenants may be supplemented or amended by the RECIPIENTS and the MWRDGC, and covenants contained herein need not be observed if such supplementation, amendment, or non-observance will not adversely affect the tax status of any bonds of the MWRDGC intended to be tax exempt, and the RECIPIENTS obtain and deliver to the MWRDGC an opinion of Bond Counsel addressed to the MWRDGC to that effect.

## APPENDIX B

### GLOSSARY

*“Bona Fide Debt Service Fund”* means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

*“Bond Counsel”* means any nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

*“Commingled Fund”* means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

*“Control”* means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

*“Controlled Group”* means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

*“External Commingled Fund”* means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

*“Properties”* means the properties and/or facilities identified on Appendix D.

*“MWRDGC”* means the Metropolitan Water Reclamation District of Greater Chicago.

*“Non-AMT Tax-Exempt Investments”* (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the *“Code”*), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the

Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

*“Project”* means the properties and/or facilities identified on Appendix D.

*“Related Person”* means a member of the same controlled group.

*“Yield”* means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price), including accrued interest.

**APPENDIX C**

**FUNDS OR ACCOUNTS CONTAINING MONEY TRANSFERRED  
FROM MWRDGC TO THE RECIPIENTS**

MWRDGC Project Fund [NOT EXPECTED TO BE FUNDED]

## APPENDIX D

### FACILITIES SUBJECT TO USE RESTRICTIONS

#### THE LCFPD WILL OWN:

1. 7 boardwalks
2. 30 parking space parking lot expansion
3. West unnamed tributary stream restoration
4. Buffalo Creek Main Stem stream restoration
5. Two pedestrian overlooks
6. 1,132 square yards of asphalt trail
7. 10,435 square yards of aggregate trail
8. 251 linear feet of cedar rail fence
9. 17 culverts
10. 220 square yards of riprap
11. 700 Trees of 1.25" caliper
12. 150 trees and shrubs balled and burlaped and that have a minimum height of five feet
13. 200 shrubs that have a minimum height of 24" and are grown in 5-gallon pots
14. Wetland and prairie seeding and plant plugs

#### THE VILLAGE WILL OWN:

1. Buffalo Creek Tributary A Grade Control Structure



## FORM OF NOTIFICATION OF KEY DATES AND NUMBERS

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on \_\_\_\_\_, \_\_\_\_ 201\_\_ by the Lake County Forest Preserve District (the "LCFPD"), the Village of Buffalo Grove (the "Village") and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") the MWRDGC hereby notifies the VILLAGE of the following dates and values:

Tax Agreement Section 4. Earliest Expenditure Date: 11/06/2014

Tax Agreement Section 8. Record Maintenance Date: 12/01/2049  
(This is 5 years after the final maturity date of the financing bonds.) This date may be revised further.

Tax Agreement Section 11. Sale of Facilities Date: 12/01/2044  
(This is the final maturity date of bonds financing the Facilities.)

Appendix A Section 2. Rebate Yield(s): 2.73%  
Restriction Yield(s): 2.73%  
Rebate Computation Date: 12/31/2017

Appendix A Section 3. Investment Restriction Date: 12/31/2017  
Appendix A Section 4. Investment Restriction Date: 12/31/2017

Dates used for Section 3 and Section 4 are both 3 years after the earliest issuance of bonds financing the Facilities

Appendix A Section 5. Bond Yield: 2.7%.

Appendix A Section 7. Earliest Sale date of any financed property 12/01/2044:

Appendix A Section 7. Minimum Useful Life 20 years:

This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

(Form to be utilized for projects funded by District Bond Sale.)



**ACKNOWLEDGEMENT OF RECEIPT OF FUNDS**

The Lake County Forest Preserve District (the "LCFPD") provides this receipt for \$ \_\_\_\_\_ received by the LCFPD on \_\_\_\_/\_\_\_\_/\_\_\_\_.

This amount is allocable to the following post, current or future expenditures check one:

| No.          | Amount   | Party Paid or to be Paid | Date Paid or Expected to be Paid | Check One |         |        | Future Amount |
|--------------|----------|--------------------------|----------------------------------|-----------|---------|--------|---------------|
|              |          |                          |                                  | Past      | Current | Future |               |
| 1.           | \$ _____ |                          |                                  |           |         |        |               |
| 2.           |          |                          |                                  |           |         |        |               |
| 3.           |          |                          |                                  |           |         |        |               |
| 4.           |          |                          |                                  |           |         |        |               |
| 5.           |          |                          |                                  |           |         |        |               |
| <b>Total</b> | \$ _____ |                          |                                  |           |         |        | \$ _____      |

The expenditures described above may exceed (but not be less than) the amount received by the LCFPD.

The LCFPD will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The LCFPD confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

LAKE COUNTY FOREST PRESERVE DISTRICT

By \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF FUNDS**

The Village of Buffalo Grove (the "Village") provides this receipt for \$ \_\_\_\_\_ received by the Village on \_\_\_\_/\_\_\_\_/\_\_\_\_.

This amount is allocable to the following post, current or future expenditures check one:

| No.   | Amount | Party Paid or to be Paid | Date Paid or Expected to be Paid | Check One |         |        | Future Amount |
|-------|--------|--------------------------|----------------------------------|-----------|---------|--------|---------------|
|       |        |                          |                                  | Past      | Current | Future |               |
| 1.    | \$     |                          |                                  |           |         |        |               |
| 2.    |        |                          |                                  |           |         |        |               |
| 3.    |        |                          |                                  |           |         |        |               |
| 4.    |        |                          |                                  |           |         |        |               |
| 5.    |        |                          |                                  |           |         |        |               |
| Total | \$     |                          |                                  |           |         |        | \$            |

The expenditures described above may exceed (but not be less than) the amount received by the Village.

The Village will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The Village confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

VILLAGE OF BUFFALO GROVE

By \_\_\_\_\_  
Its: \_\_\_\_\_