




# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John Spatz  
General Manager 

DATE: August 13, 2018


SUBJECT: Supplemental Board Package Material

Attached please find the following:

1. RFBA – Authorize the General Manager to engage in a two (2) year agreement with Alliant/Mesirow Insurance Services for insurance brokerage services at the DuPage Water Commission
2. Ordinance No. O-9-18: Ordinance No. O-9-18: An Ordinance Approving and Authorizing the Execution of an Amended and Restated Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett


DATE: August 8, 2018

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Finance Committee	<b>ORIGINATING DEPARTMENT</b> Finance
<b>ITEM</b> Authorization for the General Manager to engage in a two (2) year agreement with Alliant/Mesirow Insurance Services for insurance brokerage services at the DuPage Water Commission	<b>APPROVAL</b> 
<p>Account Number: 01-60-642100</p> <p>This request would authorize the General Manager to engage in a two (2) year (with an additional 1 year option) agreement with Alliant/Mesirow Insurance Services for Insurance Brokerage Services at the DuPage Water Commission for a not to exceed amount of \$35,000 per year.</p> <p>The Commission last solicited sealed proposals for audit services at the DuPage Water Commission in August 2018. Of the five companies that held copies of the Request for Proposals (RFP) document, three proposals were received. Of the three proposals received, the proposal of Alliant/Mesirow Insurance Services was found to be the most favorable to the interests of the Commission.</p>	
<b>MOTION:</b> Authorization for the General Manager to engage in a two (2) year agreement with Alliant/Mesirow Insurance Services for insurance brokerage services at the DuPage Water Commission	

DATE: August 10, 2018

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Administration Committee	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> An Ordinance Approving and Authorizing the Execution of An Amended and Restated Intergovernmental Agreement Between the DuPage Water Commission and the Village of Bartlett Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett  Ordinance No. O-9-18	<b>APPROVAL</b>  
<p>Account No.: N/A</p> <p>Ordinance No. O-9-18 would authorize and direct the Chairman to execute an Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett in substantially the form attached in Exhibit A.</p> <p>This Agreement would accommodate the request by the Village of Bartlett for the Commission to finance the connection facilities cost to include additional water transmission main for the Bartlett Unit System.</p> <p>The Loan amount would remain capped at \$21,000,000.00 (the committed amount). The Commission would draw money from this amount as needed to complete the construction of all charges related to the completion of the connection facilities needed to supply water to the Village of Bartlett.</p> <p>Loan payments would begin on the earlier of the first month after the Village of Bartlett begins taking water from the Commission or January 10, 2020.</p>	
<b>MOTION:</b> To approve Ordinance No. O-10-18.	

## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-9-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN  
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DUPAGE WATER COMMISSION AND THE VILLAGE OF BARTLETT CONCERNING  
THE LOAN FOR CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO  
THE VILLAGE OF BARTLETT

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the "Act") for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Village of Bartlett ("Bartlett") and the Commission previously entered into an Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett; and

WHEREAS, the Commission and Bartlett have each determined that it is in their respective best interests to enter into an Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett in substantially the form attached hereto and by this reference incorporated herein and made a part of as Exhibit A.

WHEREAS, prior to or simultaneously with the execution of the Amended and Restated Intergovernmental Agreement Concerning the Loan, Bartlett and the Commission shall enter into a Second Amendment to the Water Purchase and Sale Contract for the Bartlett Unit System; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission to finance the Connection Facilities Cost for potential Subsequent Customers on a case-by case basis when a potential Subsequent Customer requests such accommodation and such accommodation would not be contrary to the best interests of the Commission as determined by the Board of Commissioners of the DuPage Water Commission; and

WHEREAS, Bartlett has requested, pursuant to Resolution R-79-04, that the Commission amend the terms of the financing of Bartlett's Connection Facilities Cost which will be owed under the Water Purchase and Sale Contract for the Bartlett Unit System; and

WHEREAS, the Board of Commissioners for the DuPage Water Commission hereby find that amending the terms of the financing of Bartlett's Connection Facilities Cost in this instance would not be contrary to the best interests of the Commission; and

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: An Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute an Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett in substantially the form attached hereto as Exhibit A; provided, however, that said Intergovernmental Agreement shall not be so executed on behalf of the DuPage Water

Commission unless and until the Chairman shall have been presented with copies executed by the Village of Bartlett of the completed Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett and a Second Amendment to the Water Purchase and Sale Contract in substantially the form previously approved by the Commission.

SECTION FOUR: Upon execution by the Chairman, the Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service, and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this 16th day of August, 2018

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT A**

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING  
THE LOAN FOR CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO  
THE VILLAGE OF BARTLETT

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING THE LOAN FOR CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO THE VILLAGE OF BARTLETT (the "First Amended Connection Facilities Cost IGA"), made and entered into as of this 21<sup>st</sup> day of August, 2018 ("Effective Date"), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois (the "Village").

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Village is seeking to obtain water for its residents from the Commission in the incorporated areas within the Village (the "Service Area"); and



WHEREAS, the construction of certain improvements to the Commission's Water System will enable the Village to provide water to the Service Area (the "Improvements"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Service Area, the Commission and the Village entered three concurrent Agreements all dated as of February 7, 2017, as follows: (i) a Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System (the "Original Contract"); (ii) an Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett (the "Original Connection Facilities Cost IGA"), which is amended by this Agreement; and (iii) an Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett (the "Original Capital Cost Recovery Charge IGA"), which agreements are sometimes hereinafter collectively referred to as the "Original Commission and Bartlett Agreements"; and

WHEREAS, the Commission and the Village entered into a First Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System dated May 15, 2018 (the "First Amendment"); and

WHEREAS, the Commission and the Village desire to further amend the Original Contract, the First Amendment thereto, and the Original Connection Facilities Cost IGA to allow and provide for the Commission's contractor, Benchmark Construction Co., Inc. (the "Commission's Bartlett Connection Contractor") awarded the contract to construct the DuPage Water Commission TW-3/17 West Transmission Main to amend its contract

with the Commission by written change order to also construct certain Bartlett Unit System improvements and add the cost thereof to the loan to be repaid by the Village to the Commission; and

WHEREAS, concurrent with this First Amended Connection Facilities Cost IGA, the Commission and the Village are also entering a Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit system dated August 21, 2018 (the "Second Amendment") to provide that the Commission will construct that portion of the Bartlett Unit System defined therein, and referred to therein and herein, as the "New Stearns Transmission Mains", with the cost thereof added to the loan provided by the Commission to the Village to be paid back by the Village to the Commission without increasing the Commitment Amount of \$21,000,000 as provided in the Original Contract and the Original Connection Facility Cost IGA; and

WHEREAS, the Original Contract, as amended by the first Amendment thereto, and as further amended by the Second Amendment, are hereinafter collectively referred to as the "Enabling Agreement"; and

WHEREAS, it is in the best interests of the Commission and the Village to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Facilities Cost for potential Subsequent Customers (customers other than Charter Customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the Commission and the Village desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the residents the Service Area are provided safe water to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Village are authorized to enter into this First Amended Connection Facilities Cost IGA;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

**SECTION 1. INCORPORATION OF PREAMBLES AND DEFINITIONS FROM THE ENABLING AGREEMENT**

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Original Contract, as amended by the First Amendment or the Second Amendment thereto, the capitalized terms in the Original Connection Facilities Cost IGA as amended by this Agreement, shall have the same meaning in this Agreement as the definition in the Enabling Agreement.

**SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE**

A. Description of the Connection Facilities. For purposes of this Agreement, the Connection Facilities shall include the water mains, metering station and appurtenances necessary to be built by the Commission to provide water to the Village,

including portions of the Waterworks System constructed by the Commission to initially connect the Bartlett Unit System to the Commission's existing Waterworks System as depicted in preliminary plans attached to the Original Contract as Exhibits B-1 and B-2, and shall also include that portion of the Bartlett Unit System described herein and in the Second Amendment as the "New Stearns Transmission Mains", which shall be constructed by the Commission's Bartlett Connection Contractor in accordance with the plans and specifications therefor attached to the Second Amendment as Exhibit A, which plans and specifications are expressly incorporated herein by this reference, and the cost thereof included within the definition of "Connection Facilities Cost" and added to the loan to be repaid by the Village to the Commission as provided herein, and without increasing the Commitment Amount.

B. Design of the Connection Facilities. The Commission shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the Commission and the Village for the Connection Facilities (except for the New Stearns Transmission Mains). The Commission shall keep the Village advised as to the progress of the design work (except for the New Stearns Transmission Mains). The Commission and the Village shall confer upon issues regarding the details of such design work. The final design of the Connection Facilities (except for the New Stearns Transmission Mains) shall be subject to the review of both the Commission and the Village and subject to the approval of the Village. The Village contracted with Rempe-Sharpe & Associates, Inc. to be the initial design engineer for the improvements to the Bartlett Unit System, and to provide construction engineering services in connection with said improvements. Bartlett hereby assigns the construction engineering portion of its contract with Rempe-Sharpe & Associates, Inc. for the New

Stearns Transmission Mains to the Commission, and the Commission will amend its contract with the Commission's Bartlett Connection Contractor to provide that said engineering firm shall be the design and the construction engineer for the New Stearns Transmission Mains portion of the improvements to the Bartlett Unit System during the construction of said improvements, and shall incorporate the engineering plans therefor prepared by said engineer dated March 2018, last revised May 2, 2018, sheets 1 through 12, inclusive, of 23 sheets (the "Bartlett Transmission Engineering Plans") by change order to the DuPage Water Commission Contract for Construction of the TW-3/17 West Transmission Main, Contract 1-17.

C. Land Acquisition. The Commission shall be responsible for the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement and extension or improvements of the Connection Facilities outside the corporate limits of the Village of Bartlett and all administrative, title, surveying, and legal fees, costs and expenses associated therewith, including, if necessary, exercising the power of eminent domain to procure any necessary easements, which expenses shall be added to the loan amount that Bartlett shall repay the Commission. The Commission shall keep the Village advised of all land acquisition costs and any necessary condemnation proceedings. All land acquired and costs associated therewith within the Village of Bartlett shall be the sole responsibility of the Village and shall not be paid out of the Loan Commitment. The Village has procured all necessary easements for the New Stearns Transmission Mains, and Bartlett shall and does hereby grant the Commission and its contractors access to its property and easements necessary to construct and

install the New Stearns Transmission Mains, and for all other equipment and appurtenant devises.

D. Construction and Acceptance of the Connection Facilities, including the New Stearns Transmission Mains. The Commission solicited bids for the construction of the Connection Facilities, including the TW-3/17 West Transmission Main, and awarded the contract therefor to the Commission's Bartlett Connection Contractor. The Commission's standard form of bidding and construction contract documents were used. The Commission shall solicit, award, and administer all contracts for the project in the best interest of both the Commission and the Village and shall consult with, and keep advised, Village officials regarding the progress of the work and any problems encountered or changes recommended. The Commission, after receiving the written consent of the Village to do so, once the winning contractor and the construction cost have been determined, shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Connection Facilities, shall be subject to the final approval of the Commission. The Commission's contract for the TW-3/17 Transmission Main work is a unit price contract, and the Commission's Bartlett Connection Contractor is willing to hold and honor its bid and awarded unit prices for the New Stearns Transmission Mains to be performed on the Bartlett Unit System, except for discounts therefrom based on the larger quantities for the New Stearns Transmission Mains and appurtenances for said additional work.

E. Connection Facilities Cost. In accordance with Section 3 of this Agreement, the Commission shall loan the Village funds needed for the Connection

Facilities Cost, except for the acquisition of real property and easements within the Village of Bartlett, up to the amount of the Commitment Amount as that term is hereinafter defined, and the Village agrees to reimburse the Commission for those costs.

F. Possible Shortfall. To the extent the Loan Commitment is determined to be insufficient to pay the Connection Facilities Cost, Section 7C of the Enabling Agreement, as amended by the Second Amendment, shall apply.

### **SECTION 3. COMMISSION FINANCING**

A. Loan. The Commission shall, after the execution and delivery of this Agreement, make available as a loan to the Village an amount of not to exceed \$21,000,000 (the "Commitment Amount") to pay the Connection Facilities Cost as defined in the Enabling Agreement. The actual moneys borrowed by the Village pursuant to the Commitment Amount will constitute the "Loan".

B. Loan Repayment.

1. The Village shall repay the principal balance of the Loan, plus accrued and unpaid interest at the Interest Rate set forth in Subsection 3.B.2 of this Agreement from the Interest Commencement Date through the Loan Payment Commencement Date (the "Capitalized Interest"), as those terms are hereinafter defined on the unpaid principal balance, and any Capitalized Interest, of the Loan from and after the Loan Payment Commencement Date, as that term is hereinafter defined, in 240 monthly installments, commencing on the 10<sup>th</sup> day of every month (the "Monthly Payment Date") commencing on the Loan Payment

Commencement Date, and continuing in successive monthly installments on each Monthly Payment Date in each month thereafter, with the final payment of any unpaid interest and principal, if not sooner paid, on the 240th Monthly Payment Date. Each of the 240 monthly installments of principal on the Loan shall be determined as of the last day of the month preceding the Monthly Payment Date in any given year during the term of the Loan (a "Principal Determination Date") and shall be determined by dividing the unpaid principal balance, and any Capitalized Interest, of the Loan as of the applicable Principal Determination Date by the number of monthly installments of principal remaining to be paid during the term of the Loan. This monthly payment shall be considered the Connection Facilities Cost Payment as set forth in the Enabling Agreement. The accrued and unpaid interest shall be capitalized on a monthly basis until the Loan Payment Commencement Date.

2. Interest on the unpaid principal balance, and any Capitalized Interest, of the Loan shall accrue at a rate (the "Interest Rate") which is the lesser of: (i) the highest monthly average yield to maturity interest rate earned by the Commission (total all funds) as reported monthly on the Commission's Schedule of Investments for the immediately preceding fiscal year (May 1 – April 30) as determined by the Commission (the "Earned Interest Rate") plus one per cent (1%); or (ii) four per cent (4%) per annum. Interest



shall only accrue on moneys actually borrowed under Subsection 3D of this Agreement, and shall begin to accrue when the Commission makes its first draw on the loan for the Village (the "Interest Commencement Date"). The Interest Rate for each year that the Loan remains outstanding shall be calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months and shall be adjusted on May 1<sup>st</sup> of each year, and shall be applied to the outstanding unpaid principal balance, and any Capitalized Interest, as determined on the most recent Principal Determination Date, shall be paid commencing on the Monthly Payment Date, and continuing on the Monthly Payment Date each month thereafter until the principal balance of the Loan and all interest thereon has been paid in full.

3. Payments of principal and interest, including Capitalized Interest, shall begin on the earlier of January 10, 2020 or the 10<sup>th</sup> day of the first month after the first delivery of potable, filtered water drawn from Lake Michigan to the Bartlett Unit System as that term is defined in the Enabling Agreement (the "Loan Payment Commencement Date").

C. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

D. Procedure for Borrowing. Upon the Commission's receipt of invoices incurred arising out of the Connection Facilities Cost as that term is defined in the

Enabling Agreement, the Commission shall pay the actual costs incurred from the Connection Facilities Cost. The Commission payments for the Connection Facilities Cost shall be paid out of the Commitment Amount and will be immediately considered part of the Loan. The Commission may make payments from the Loan no more than once per month, on the 10<sup>th</sup> day of the month, provided that the Commission shall give the Village irrevocable notice (which notice must be received by the Village prior to 10:00 a.m., local time, 7 days prior to the requested borrowing date), specifying the amount to be paid and the payment date. It is anticipated that only a single borrowing shall be requested each month. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount less than the Available Commitment. For purposes of this Section 3.D, the Available Commitment at a particular time is an amount equal to the difference between the Commitment Amount and the aggregate principal balance of the Loan then outstanding.

E. Optional Prepayments. Subject to the limitations of this Section 3.E, the Village may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such notice is given, the Village shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Village shall not be entitled to, nor receive any credit for, interest on any such prepayment.

F. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Connection Facilities Cost identified in Exhibit A and paying the cost of the New Stearns Transmission Mains; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Connection Facilities Cost detailed in Exhibit A attached hereto and the cost of the New Stearns Transmission Mains, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Connection Facilities Cost detailed in Exhibit A attached hereto and the cost of the New Stearns Transmission Mains.

G. Covenants. The Covenants set forth in Subsections 9A, 9B, 9C and 9D of the Enabling Agreement are incorporated into this Agreement by reference.

#### **SECTION 4. DEFAULTS AND REMEDIES**

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Village. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Village shall have the same

remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Village Defaults. The occurrence of the following shall constitute a default by the Village under this Agreement: The failure by the Village to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Village's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Village within said thirty (30) day period, and the Village shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Village to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days.

In the event of a default by the Village, the Commission shall: (i) be paid its reasonable attorneys' fees and costs incurred in connection with that default, in addition to any attorneys' fees and costs incurred in enforcing the terms of this Agreement; (2) be entitled to the right to enforce a lien against all income derived from the Bartlett Unit System, other than that income necessary to pay any loans to the State of Illinois or its agencies for the construction of the Bartlett Unit System or portion(s) thereof, until the Loan is paid back in full; and (3) shall have the same remedies as are provided for in the Enabling Agreement for a default by the Village.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after

occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Village to deliver Lake Michigan water, or of the Village to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

## **SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS**

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area, and to construct that portion of the Bartlett Unit System defined herein as the New Stearns Transmission Mains. If there is any other conflict or

inconsistency between the terms of this Agreement and the Original Connection Facilities Costs IGA, or between this Agreement and the terms of the Enabling Agreement, then the terms of this Agreement shall control. The Village shall at all times comply with all terms and conditions of the Enabling Agreement, except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the Loan is paid in full by the Village.

C. Cooperation and Further Agreements. The Commission and the Village agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: General Manager

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

Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103  
Attention: Village Administrator

By notice complying with the requirements of this Section 5.E, the Commission and the Village each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the Village with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Village to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting 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 who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the

State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

VILLAGE OF BARTLETT

DuPAGE WATER COMMISSION

By: \_\_\_\_\_  
Kevin Wallace, Village President

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

Attest:

Attest:

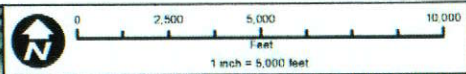
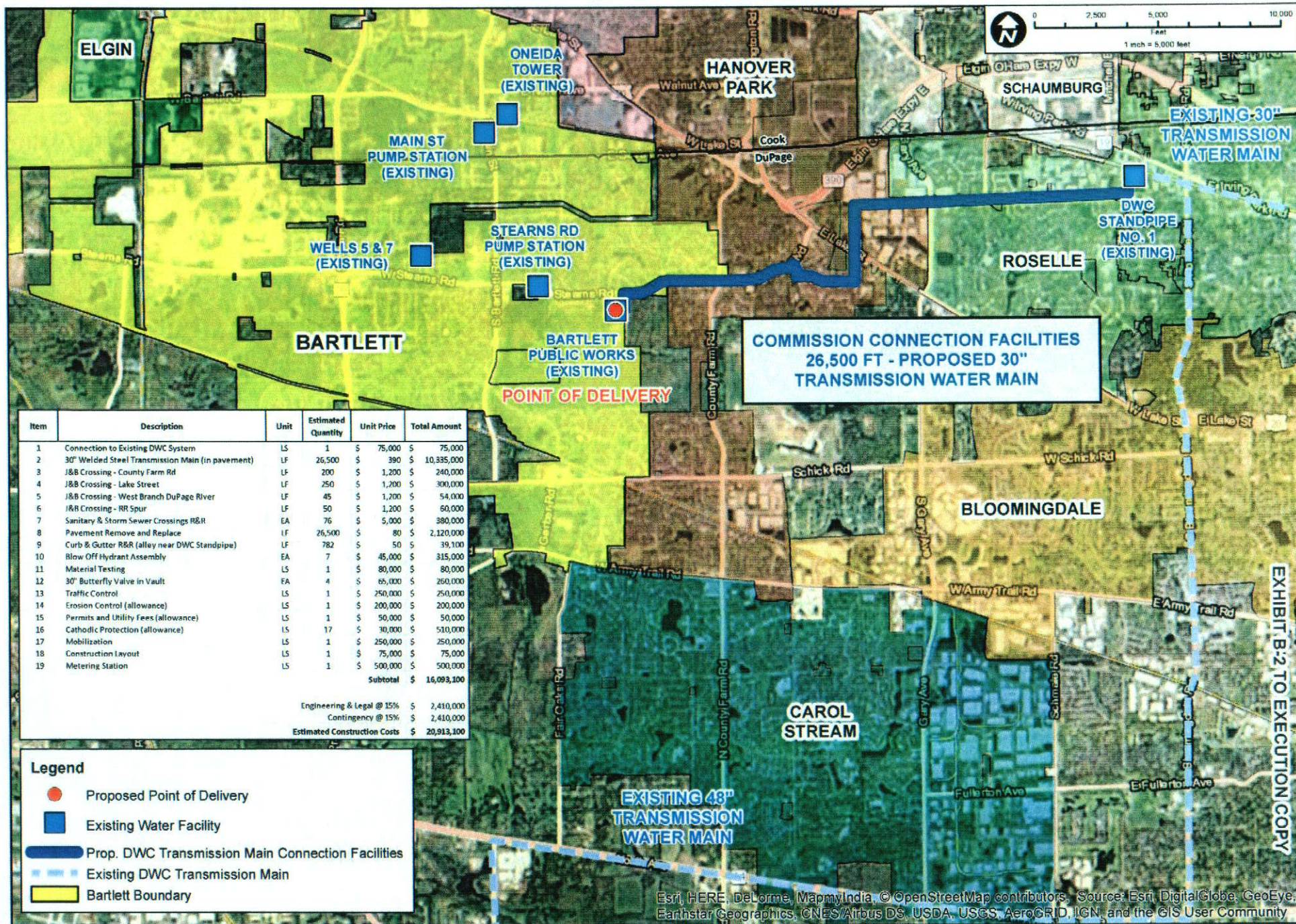
\_\_\_\_\_  
Lorna Giless, Village Clerk

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



*EXHIBIT A*

*Connection Facilities Cost*



Item	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Connection to Existing DWC System	LS	1	\$ 75,000	\$ 75,000
2	30" Welded Steel Transmission Main (in pavement)	LF	26,500	\$ 390	\$ 10,335,000
3	J&B Crossing - County Farm Rd	LF	200	\$ 1,200	\$ 240,000
4	J&B Crossing - Lake Street	LF	250	\$ 1,200	\$ 300,000
5	J&B Crossing - West Branch DuPage River	LF	45	\$ 1,200	\$ 54,000
6	J&B Crossing - RR Spur	LF	50	\$ 1,200	\$ 60,000
7	Sanitary & Storm Sewer Crossings R&R	EA	76	\$ 5,000	\$ 380,000
8	Pavement Remove and Replace	LF	26,500	\$ 80	\$ 2,120,000
9	Curb & Gutter R&R (alley near DWC Standpipe)	LF	782	\$ 50	\$ 39,100
10	Blow Off Hydrant Assembly	EA	7	\$ 45,000	\$ 315,000
11	Material Testing	LS	1	\$ 80,000	\$ 80,000
12	30" Butterfly Valve in Vault	FA	4	\$ 65,000	\$ 260,000
13	Traffic Control	LS	1	\$ 250,000	\$ 250,000
14	Erosion Control (allowance)	LS	1	\$ 200,000	\$ 200,000
15	Permits and Utility Fees (allowance)	LS	1	\$ 50,000	\$ 50,000
16	Catholic Protection (allowance)	LS	17	\$ 30,000	\$ 510,000
17	Mobilization	LS	1	\$ 250,000	\$ 250,000
18	Construction Layout	LS	1	\$ 75,000	\$ 75,000
19	Metering Station	LS	1	\$ 500,000	\$ 500,000
				<b>Subtotal</b>	<b>\$ 16,093,100</b>
				Engineering & Legal @ 15%	\$ 2,410,000
				Contingency @ 15%	\$ 2,410,000
				<b>Estimated Construction Costs</b>	<b>\$ 20,913,100</b>

**Legend**

- Proposed Point of Delivery
- Existing Water Facility
- ▬ Prop. DWC Transmission Main Connection Facilities
- ▬ Existing DWC Transmission Main
- Bartlett Boundary

EXHIBIT B-2 TO EXECUTION COPY

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**CHRISTOPHER B. BURKE** ENGINEERING LTD  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

**VILLAGE OF BARTLETT**  
 228 S. Main Street  
 Bartlett, IL 60103

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE

**EXHIBIT POINT OF DELIVERY**

PROJ. NO. 11-0424  
 DATE 01-13-17  
 DRAWING NO. EXH B-2



# Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office  
 3349 S. Kedzie Ave.  
 Chicago, IL 60623  
 (773) 247-0881

Suburban Office  
 2260 Southwind Blvd.  
 Bartlett, IL 60103  
 (630) 497-1700  
 (630) 497-1737 Fax

## 2018 Transmission Main - No Villa Olivia Work Village of Bartlett II - 7-12-18

DATE: July 12, 2018  
 Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
1	6" DIP WATERMAIN CLASS 52	100.00	LF	80.00	8,000.00
2	8" DIP WATERMAIN CLASS 52	20.00	LF	100.00	2,000.00
3	12" DIP WATERMAIN CLASS 52	30.00	LF	110.00	3,300.00
4	16" DIP WATERMAIN CLASS 52	1,420.00	LF	130.00	184,600.00
5	24" DIP WATERMAIN CLASS 52	5,220.00	LF	180.00	939,600.00
6	6" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED		LF	no bid	0.00
7	12" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED		LF	no bid	0.00
8	16" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED	1,660.00	LF	272.00	451,520.00
9	24" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED	60.00	LF	1,600.00	96,000.00
10	12" DIP WATERMAIN CLASS 52 IN 20" DIP CASING W/SPACERS, AUGERED, & PULLED		LF	no bid	0.00
11	16" DIP WATERMAIN CLASS 52 IN 24" DIP CASING W/SPACERS, AUGERED, & PUSHED	160.00	LF	750.00	120,000.00
12	POLYETHYLENE ENCASEMENT	8,700.00	LF	2.00	17,400.00
13	NITRILE GASKETS	40.00	EA	100.00	4,000.00
14	FITTINGS MJ BODY CASTING WEIGHT	21,875.00	LBS	3.75	82,031.25
15	REINFORCED PCC THRUST BLOCKS		EA	no bid	0.00
16A	RESTRAINED JOINTS ALL DIAMETERS 24"	95.00	EA	545.00	51,775.00
16B	RESTRAINED JOINTS ALL DIAMETERS 16"	17.00	EA	294.00	4,998.00
16C	RESTRAINED JOINTS ALL DIAMETERS 12"	1.00	EA	250.00	250.00
17	8" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN (AS NEEDED)	1.00	EA	6,100.00	6,100.00
18	12" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	1.00	EA	7,300.00	7,300.00
19	16" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN		EA	no bid	0.00
20	24" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	1.00	EA	25,000.00	25,000.00
21	6" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN (AS NEEDED)	1.00	EA	9,000.00	9,000.00
22	8" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN (AS NEEDED)	1.00	EA	9,600.00	9,600.00
23	12" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	1.00	EA	10,000.00	10,000.00
24	16" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	3.00	EA	20,000.00	60,000.00
25	WATER SERVICE CONNECTION 2"		EA	no bid	0.00
26	CURB STOP AND BOX 2"		EA	no bid	0.00
27	WATER SERVICE PIPING 2"		EA	no bid	0.00
28	6" R.S. GATE VALVE	12.00	EA	3,000.00	36,000.00
29	8" R.S. GATE VALVE	1.00	EA	4,000.00	4,000.00
30	12" R.S. GATE VALVE	1.00	EA	6,000.00	6,000.00
31	16" mj butterfly valve	3.00	EA	8,000.00	24,000.00
32	24" mj butterfly valve	7.00	EA	20,000.00	140,000.00
33	48" DIA TYPE A VALVE VAULT WITH FRAME AND LID	1.00	EA	3,000.00	3,000.00
34	60" DIA TYPE A VALVE VAULT WITH FRAME AND LID	3.00	EA	6,000.00	18,000.00
35	72" DIA TYPE A VALVE VAULT WITH FRAME AND LID	11.00	EA	8,000.00	88,000.00
36	FIRE HYDRANT WITH 6" INLET	12.00	EA	8,000.00	96,000.00
37	VALVE BOX 6"	12.00	EA	300.00	3,600.00
38	RELOCATE EXISTING FIRE HYDRANT	2.00	EA	4,500.00	9,000.00
39	REMOVE EXISTING 12" R.S. GATE VALVE	1.00	EA	700.00	700.00
40	REMOVE WATER VAULT CONE SECTION RESET AND RESEAL FRAME	1.00	EA	1,300.00	1,300.00
41	SANITARY SEWER REMOVE AND REPLACE W/ 8" DIA PVC C-900		LF	no bid	0.00
42	6" PVC DR-18, C-900, DIRECTIONALLY DRILLED		LF	no bid	0.00
43	SANITARY SEWER 6" DIA PVC SDR 26		LF	no bid	0.00
44	SANITARY SEWER 8" DIA PVC SDR 26		LF	no bid	0.00
45	48" DIA TYPE A SAN MH WITH FRAME AND SS LID		EA	no bid	0.00
46	CONNECTION TO EXISTING SANITARY MANHOLE		EA	no bid	0.00
47	STORM SEWER 8" DIA ADS N12	20.00	LF	115.00	2,300.00
48	STORM SEWER 10" DIA RCP CL IV W/ RUBBER GASKETS (AS NEEDED)	14.00	LF	83.00	1,162.00
49	STORM SEWER 10" DIA PVC C-900 (AS NEEDED)	14.00	LF	88.00	1,232.00
50	STORM SEWER 12" DIA RCP CL IV W/ RUBBER GASKETS	90.00	LF	108.00	9,720.00
51	STORM SEWER 12" DIA PVC C-900	336.00	LF	76.00	25,536.00

**2018 Transmission Main - No Villa Olivia Work  
Village of Bartlett II - 7-12-18**

DATE: July 12, 2018

Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
52	STORM SEWER 15" DIA RCP CL IV W/ RUBBER GASKETS	22.00	LF	115.00	2,530.00
53	CATCH BASIN TY C 2' DIA W/TY1 FR & OL	1.00	EA	2,500.00	2,500.00
54	METAL END SECTION 12"	2.00	EA	2,000.00	4,000.00
55	STORM SEWER REMOVAL	632.00	LF	8.00	5,056.00
56	STORM SEWER REMOVAL (INL/MH)	3.00	EA	500.00	1,500.00
57	INL/MH TO BE ADJUSTED	3.00	EA	600.00	1,800.00
58	TRENCH BACKFILL FA-6 Jetted	4,810.00	CY	40.00	192,400.00
59	PCC SIDEWALK REMOVE AND REPLACE	1,500.00	SF	10.00	15,000.00
60	PCC CURB AND GUTTER REMOVE AND REPLACE	720.00	LF	30.00	21,600.00
61	HMA PAVEMENT REMOVE AND REPLACE-ROADWAY TY-1	1,350.00	SY	120.00	162,000.00
62	PAVEMENT HIGHWAY REMOVE AND REPLACE TY-2	100.00	SY	372.00	37,200.00
63A	HMA PVMNT RMVE AND RPLCE (BKPTH/DRVWY) TY-3 place stone & 4" asphalt	2,200.00	SY	45.00	99,000.00
63B	HMA PVMNT RMVE AND RPLCE (BKPTH/DRVWY) TY-3 grind and place 4" asphalt over existing stone	4,100.00	SY	40.00	164,000.00
63C	<b>DEDUCT IF FULL AMOUNT OF ITEMS 63A&amp;B ARE ACHIEVED (COMPLETE BIKE PATH)</b>		<b>LS</b>	<b>(100,000.00)</b>	
64	PCC PAVEMENT REMOVE AND REPLACE TY-4	50.00	SY	225.00	11,250.00
65	DETECTABLE WARNINGS	170.00	SF	55.00	9,350.00
66	AGGREGATE SHOULDERS TYPE B 8"	10.00	TON	100.00	1,000.00
67	CONCRETE BARRICADES	160.00	LF	38.00	6,080.00
68	REMOVE AND REPLACE WOOD SPLIT FENCE	835.00	LF	30.00	25,050.00
69	REM/RELOCATE & REPLACE PICKET FENCE	190.00	LF	36.00	6,840.00
70	TREE REMOVAL 6 TO 15 UNITS DIA (AS NEEDED)	5.00	UNIT	450.00	2,250.00
71	TREE REMOVAL OVER 15 UNITS DIA (AS NEEDED)	3.00	UNIT	450.00	1,350.00
72	TOPSOIL FURNISH AND PLACE 6"	7,500.00	SY	6.00	45,000.00
73	SEEDING CLASS 1 (WITH FERTILIZER)	23,300.00	SY	0.75	17,475.00
74	EROSION CONTROL BLANKET	23,300.00	SY	1.40	32,620.00
75	INLET AND PIPE PROTECTION	20.00	EA	300.00	6,000.00
76	SILT FENCE	500.00	LF	3.50	1,750.00
77	DETECTOR LOOP REPLACEMENT (AS NEEDED)	250.00	LF	16.00	4,000.00
78	BED ROCK EXCAVATION (AS NEEDED)	4.00	CY	500.00	2,000.00
79	UNCONTAMINATED SOIL CERTIFICATION	1.00	LS	12,000.00	12,000.00
80	PASSIVE CATHODIC PROTECTION - ANODES	40.00	EA	250.00	10,000.00
81	TRAFFIC CONTROL AND PROTECTION	1.00	LS	90,000.00	90,000.00
82	MOBILIZATION	1.00	LS	207,000.00	207,000.00

BID =	<u>3,761,625.25</u>
MINUS 63C	<u>100,000.00</u>
	<u>3,661,625.25</u>



# REMPE-SHARPE

& Associates, Inc.

Principals

J. Bibby	P.E., S.E.
D. A. Watson	P.E.
.....	
B. Aderman	P.E., CFM
B. Bennett	P.E.
L. Vo	P.E.
J. Whitt	P.E.

CONSULTING ENGINEERS

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 – Fax: 630/232-1629

May 16, 2017

Village of Bartlett, Public Works Department  
1150 Bittersweet Drive  
Bartlett, IL 60103

Attn: Mr. Dan Dinges  
Director of Public Works

Re: Transmission Main Improvements  
Part B: Fee

Dear Mr. Dinges:

Please find attached our detailed cost estimate to furnish the services detailed in Part B of our proposal. Total project not to exceed Design Engineering Costs of \$180,700.00, or 2.9% of the estimated construction costs. Phase III Engineering is only a budget number and shall be billed hourly based on the contractor's schedule. The Engineer estimated the number of working days to complete the project, however the Engineer has no control over the contractors means, methods or schedule. Therefore, for budget purposes, an estimate for construction hours has been provided.

<b>STEARNS ROAD 24" TRANSMISSION MAIN DESIGN.....</b>	<b>\$93,700.00</b>
<b>STEARNS ROAD 24" TRANSMISSION MAIN CONSTRUCTION.....</b>	<b>\$84,500.00</b>
<b>BRYN MAWR 16" TRANSMISSION MAIN DESIGN.....</b>	<b>\$60,400.00</b>
<b>BRYN MAWR 16" TRANSMISSION MAIN CONSTRUCTION.....</b>	<b>\$62,200.00</b>
<b>VILLA OLIVIA 12" TRANSMISSION MAIN DESIGN.....</b>	<b>\$26,600.00</b>
<b>VILLA OLIVIA 12" TRANSMISSION MAIN CONSTRUCTION.....</b>	<b>\$24,300.00</b>

Attached please find our Schedule of Charges, Exhibit A, and our detailed Estimate of Hours for each section as requested, Exhibit B. We look forward to working with the Village of Bartlett on this water related project.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.

BY:

Daniel A. Watson, P.E.  
Principal

**EXHIBIT "A"**  
**SCHEDULE OF ENGINEERING SERVICE CHARGES BY**  
**REMPE-SHARPE & ASSOCIATES, INC.**

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:**  
**JANUARY 1, 2017 TO DECEMBER 31, 2017**

**A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER .....	\$132.50/HR
SENIOR PROJECT ENGINEER .....	\$108.00/HR
PROJECT ENGINEER .....	\$104.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1) .....	\$98.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2) .....	\$84.50/HR
SENIOR TRAFFIC ENGINEER .....	\$88.00/HR
DESIGN TECHNICIAN (GRADE 1) .....	\$84.50/HR
DESIGN TECHNICIAN (GRADE 2) .....	\$68.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1) .....	\$71.50/HR
DRAFTING TECHNICIAN (GRADE 2) .....	\$58.00/HR
DRAFTING TECHNICIAN (GRADE 3) .....	\$45.00/HR
SURVEYING PARTY CHIEF .....	\$78.50/HR
SURVEYING TECHNICIAN (GRADE 1) .....	\$64.00/HR
SURVEYING TECHNICIAN (GRADE 2) .....	\$45.00/HR
CONSTRUCTION INSPECTOR (GRADE 1) .....	\$80.50/HR
CONSTRUCTION INSPECTOR (GRADE 2) .....	\$69.00/HR
CONSTRUCTION TECHNICIAN .....	\$55.00/HR
ADMINISTRATIVE ASSISTANT .....	\$61.00/HR
CLERK TYPIST .....	\$48.00/HR

**A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS**

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

**A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES**

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

**Rempe-Sharpe & Associates, Inc.**  
**Civil Engineering · Structural Engineering**  
**Surveying Services · Design & Construction**