



# DuPage Water Commission

**30** YEARS OF SERVICE  
Pure. Essential. Stewardship.

## AGENDA – Engineering and Construction Committee

Thursday, October 20, 2022 6:00 PM

### Committee Members

J. Fennell, Chair  
D. Bouckaert  
D. Novotny  
F. Saverino  
J. Zay

I. Roll Call

II. Approval of the September 15, 2022 Engineering & Construction Committee Minutes

**RECOMMENDED MOTION: To approve the Minutes of the September 15, 2022, Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.**

III. Report of Status of Operations and Construction

IV. **Resolution No. R-56-22:** A Resolution to Authorize Approval of Requisition No. 74777 to Neenah Foundry Company for The Manufacture and Delivery of Custom Manhole Frames and Lids **(Not-to-Exceed \$200,000.00)**

V. **Resolution No. R-59-22:** A Resolution Approving and Ratifying Task Order No. 06 Under a Master Contract with DeLasCasas CP, LLC **(Not-to-Exceed \$40,100.00)**

VI. **Resolution No. R-60-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 to Benchmark Construction Co., Inc. **(Estimated Expense of \$240,000.00)**

VII. **Resolution No. R-61-22:** A Resolution to Suspend Purchasing Procedures and Award the Valve Assessment Program Contract (Contract VAP-2/22) to Pure Technologies US Inc. **(No Cost This Action)**

VIII. **Resolution No. R-62-22:** To Authorize Approval of Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No 015 – Benchmark Construction Co., Inc. – Not-to-Exceed \$70,000.00)**

IX. **Resolution No. R-63-22:** A Resolution Approving the Procurement of Exterior Standpipe Cleaning Services **(Jetco, Ltd. - \$37,000.00)**

- X. **Resolution No. R-64-22:** A Resolution Approving and Authorizing the Execution of a Master Contract with Burns & McDonnell Engineering Co., Inc. for Professional Engineering Services and Authorization of Task Order No. 01. **(Not-To-Exceed \$17,500.00)**
- XI. **Resolution No. R-65-22:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. **(Task Order No 20 – Hydraulic Model Calibration - \$83,600.00)**
- XII. **RFBA – Tank Site Surveying:** Ratification of Purchase Order No. 38910 for Professional Surveying Services **(Claassen, White & Associates, P.C. – Not-to-Exceed \$5,000.00)**

**RECOMMENDED MOTION: To recommend approval of Items 2 through 10 of the Engineering and Construction Committee portion of the Commission Agenda.**

- XIII. Other
- XIV. Adjournment

**Minutes of a Meeting  
of the**

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**ENGINEERING & CONSTRUCTION COMMITTEE**

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DuPage Water Commission  
600 E. Butterfield Road, Elmhurst, Illinois

September 15, 2022

Chairman Fennell called the meeting to order at 6:00 P.M.

Committee members in attendance: D. Bouckaert, J. Fennell, D. Novotny, F. Saverino, and J. Zay (arrival at 6:10 P.M.)

Committee members absent: None

Also in attendance: C. Bostick, S. Kim, P. May (arrival at 6:10 P.M.), D. Panaszek, and Alan Stark.

Commissioner Saverino moved to approve the Minutes of the August 18, 2022, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Manager of Water Operations Bostick provided a synopsis of the ongoing activities as listed in the Report of Status of Construction/Operations as well as the status of Capital Improvement projects.

Regarding R-53-22, Manager of Water Operations Bostick advised the Committee that this item requests approval of a 12-month extension of the contract between the Commission and Mecon Industries, Inc. to continue Heavy Machinery and Equipment Rigging, Transportation, and Installation Services while maintaining the same terms and conditions.

Regarding R-55-22, Manager of Water Operations Bostick advised the Committee that this item requests approval of Task Order numbers 5, 6, and 7 with Northern Inspection Services, LLC (NIS). Manager of Water Operations Bostick advised the Committee that approval of these actions would allow NIS to perform testing with Staff so we may determine the appropriate method of cathodic protection required to address corrosion concerns on both the South and Outer Belt Transmission Mains and also to address other minor corrosion issues as they arise.

Regarding R-54-22, Manager of Water Operations Bostick advised the Committee that this item requests approval of Change Order No. 01 to The SCADA Replacement Project (Contract PSD-9/22). Manager of Water Operations Bostick advised the Committee approval of this action would allow for the purchase of several isolated workstations, for use by the SCADA programmers and designers, to provide a high level of cybersecurity. Manager of Water Operations Bostick advised that after completion of the project, the workstations would become working property of the Commission for use in-house SCADA system maintenance. Also included in this action, Manager of Water Operations Bostick advised that there is a provision to provide external data storage hardware for the purposes of backing up critical SCADA data.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2

September 15, 2015

through 4 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Ayes: D. Bouckaert, J. Fennell, D. Novotny, F. Saverino, and J. Zay

Nays: None

Absent: None

Chairman Fennell inquired the Committee if any other business or other items to be discussed.

Manager of Water Operations Bostick advised the Committee that requests for quotations are being sought for Professional Surveying Services in order to plot, stake and provide GIS coordinates for Tank Site 3 in advance of proposed fencing installations.

With no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:15 P.M. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

SP2013/MINUTES/ENGINEERING/2022/ENG220915.doc



## MEMORANDUM

**To:** Paul May – General Manager

**From:** Chris Bostick – Manager of Water Operations **RCB**

Mike Weed – Operations Supervisor  
Dariusz Panaszek – Pipeline Supervisor  
Jessica Haney – Coordinating Engineer  
Alan Stark – Instrumentation/Remote Facilities Supervisor  
Denis Cuvalo – Coordinating Engineer

**Date:** 10/13/2022

**Subject:** Status of Operations and Construction

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### **Operations Overview**

The Commission's sales for the month of September were a total of 2.43 billion gallons. This represents an average day demand of 80.9 million gallons per day (MGD), which is lower than the September 2021 average day demand of 87.6 MGD. The maximum day demand was 93.7 MGD recorded on September 1, 2022, which is lower than the September 2021 maximum day demand of 102.6 MGD. The minimum day flow was 72.6 MGD.

The Commission's recorded total precipitation for the month of September 2022 was 2.20 inches compared to 1.23 inches for September 2021. The level of Lake Michigan for September 2022 is 579.79 (Feet IGLD 1985) compared to 579.17 (Feet IGLD 1985) for September 2021.

### **Studies and Reports**

Raftelis, Inc. continues development of the Cost-of-Service Study in advance of contract negotiations with the City of Chicago regarding the Water Purchase and Sale Agreement.

Carollo Engineers continues to investigate and report on various potential alternate sources of Lake Water for the Commission.

### **Pipeline Maintenance and Construction Overview**

Pipeline staff is performing annual air release exercising program and corrective work as needed.

Pipeline staff is inspecting and performing maintenance work on Cathodic Protection Test Stations.

R-56-22 appears on the agenda seeking authorization to suspend purchasing to procure stock manhole frames and custom manhole covers from Neenah Foundry Company in an amount not to exceed \$200,000.00. Due to the expense to re-fabricate the molds necessary for the customized manhole lid castings, Neenah Foundry Company has been the sole supplier of manhole frames and lids.

R-59-22 appears on the agenda requesting approval of Task Order No. 06 with DeLasCasas CP, LLC. The annual Closed Interval Survey performed in 2021 found the 72" diameter steel Inner Belt Transmission Main inadequate cathodic protection as according to recognized standards. Task Order No. 06 will allow DeLasCasas CP, LLC to perform further testing and design a galvanic cathodic protection system to mitigate cathodic protection deficits on this pipeline.

R-60-22 appears on the agenda requesting approval of Work Authorization Number 014 to Benchmark Construction Co., Inc. for the work necessary to install new coupon assemblies and galvanic anode beds at various locations across the 72" supply main from Chicago. This work is expected to eliminate harmful stray current from a DC transit system in the vicinity of our pipeline. The work is scheduled to take place in Spring of 2023 due to long lead times for materials and supplies.

R-61-22 appears on the agenda seeking the award of the Valve Assessment Program Contract (Contract VAP-2/22) to Pure Technologies US, Inc. Staff desires to commence a comprehensive valve assessment program performing evaluations, reporting, and make recommendations for repairs on large diameter butterfly valves. Contract VAP-2/22 is a two-year time and material cost-based contract that would run through October 31, 2024, with the option of extending the contract through October 31, 2026.

#### **Instrumentation / Remote Facilities Overview**

Instrumentation / Remote Facilities staff continues with routine inspections, preventative maintenance and corrective work, calibrations, and continuing with the meter test program.

#### **Information Technology**

The SCADA Replacement Project (Contract PSD-9/22) is ongoing. In addition, new system graphics, programming, and network designs are ongoing with workshops that include Commission staff. The Operations and IT Departments are working together to prepare the temporary control room space to be used while the dedicated Control Room spaces are to be remodeled.

#### **Capital Improvement Program**

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) project mobilization is underway with ongoing shop drawing submittal review. Joseph J. Henderson and Sons, Inc. is the Contractor and completion is expected by January 2024.

Caterpillar/Altorfer Power Systems are reviewing Staff and the engineers comments on the submittal documents.

October 13, 2022

Schneider Electric, the Building Automation System (BAS) upgrades contractor are reviewing Staff comments on the submittal documents. This work consists of updating HVAC and Lighting Controls of which certain portions of the system date back to 1999. Schneider has indicated that the construction will tentatively commence in November 2022.

**October 2022 Commission Agenda Items:**

**Resolution No. R-56-22:** A Resolution to Authorize Approval of Requisition No. 74777 to Neenah Foundry Company for The Manufacture and Delivery of Custom Manhole Frames and Lids **(Not-to-Exceed \$200,000.00)**

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**RFBA – Tank Site Surveying:** Ratification of Purchase Order No. 38910 for Professional Surveying Services **(Claassen, White & Associates, P.C. – Not-to-Exceed \$5,000.00)**


**Attachments**

1. DuPage Laboratory Bench Sheets for September 2022
2. Water Sales Analysis 01-May-2018 to 30-September-2022
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation



DUPAGE WATER COMMISSION  
 PWS FACILITY ID# - IL435400  
 MONTHLY OPERATIONS REPORT  
 DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS  
 SEPTEMBER 2022

DATE	LEXINGTON P.S. SUPPLY				DUPAGE P.S. DISCHARGE								ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)			
1	1.29	0.09	0.56	1.29	0.10	68	7.6	0.7	0.64	0	KD		
2	1.26	0.07	0.58	1.18	0.09	69	7.6	0.7	0.56	0	KD		
3	1.34	0.10	0.59	1.32	0.10	70	7.7	0.8	0.61	0	RC		
4	1.40	0.10	0.55	1.31	0.11	69	7.7	0.8	0.57	0	RC		
5	1.37	0.08	0.59	1.23	0.08	68	7.6	0.8	0.60	0	KD		
6	1.21	0.09	0.60	1.13	0.09	69	7.6	0.8	0.60	0	KD		
7	1.21	0.09	0.54	1.22	0.09	70	7.6	0.8	0.54	0	KD		
8	1.28	0.07	0.51	1.28	0.08	70	7.6	0.8	0.58	0	RC		
9	1.33	0.08	0.52	1.23	0.10	70	7.6	0.8	0.57	0	RC		
10	1.23	0.07	0.58	1.23	0.09	70	7.7	0.8	0.54	0	KD		
11	1.25	0.07	0.58	1.13	0.10	70	7.7	0.8	0.60	0	KD		
12	1.35	0.09	0.50	1.29	0.11	71	7.6	0.8	0.54	0	RC		
13	1.18	0.09	0.57	1.16	0.09	71	7.7	0.9	0.55	0	RC		
14	1.30	0.09	0.60	1.08	0.09	71	7.6	0.8	0.61	0	KD		
15	1.32	0.09	0.61	1.29	0.10	70	7.6	0.8	0.57	0	KD		
16	1.26	0.07	0.59	1.21	0.09	70	7.6	0.8	0.59	0	KD		
17	1.20	0.08	0.53	1.24	0.11	70	7.7	0.9	0.56	0	RC		
18	1.29	0.08	0.56	1.25	0.09	70	7.6	0.9	0.57	0	AM		
19	1.43	0.08	0.55	1.20	0.09	70	7.5	0.8	0.60	0	KD		
20	1.24	0.08	0.58	1.14	0.16	71	7.5	0.8	0.64	0	KD		
21	1.29	0.11	0.63	1.03	0.11	71	7.6	0.9	0.55	0	RC		
22	1.10	0.10	0.58	1.13	0.10	71	7.6	0.8	0.58	0	RC		
23	1.27	0.09	0.61	1.06	0.10	71	7.6	0.9	0.57	0	RC		
24	1.31	0.10	0.63	1.18	0.11	71	7.6	0.8	0.62	0	AM		
25	1.33	0.09	0.58	1.20	0.11	71	7.5	0.9	0.60	0	AM		
26	1.26	0.09	0.60	1.20	0.10	70	7.6	0.9	0.60	0	RC		
27	1.41	0.08	0.54	1.17	0.09	70	7.6	0.8	0.56	0	RC		
28	1.28	0.09	0.59	1.18	0.10	70	7.5	0.9	0.57	0	AM		
29	1.23	0.10	0.63	1.19	0.10	69	7.6	0.8	0.61	0	AM		
30	1.31	0.09	0.62	1.22	0.09	68	7.7	0.7	0.59	0	AM		
AVG.	1.28	0.09	0.58	1.20	0.10	70	7.6	0.8	0.58	0			
MAX.	1.43	0.11	0.63	1.32	0.16	71	7.7	0.9	0.64	0			
MIN.	1.10	0.07	0.50	1.03	0.08	68	7.5	0.7	0.54	0			


  
 Alan E. Stark, Coordinating Engineer  
 Illinois ROINC # 84789479  
 Date 10/31/2022



DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-22

PER DAY AVERAGE 78,280,995

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
TOTALS (1)	869,701,854,798	894,858,700,996	97.19%	\$2,070,240,728.53	\$1,833,613,447.23	855,596,958	0.10%	97.28%	\$2.38	\$2.049

(1) - SINCE MAY 1, 1992

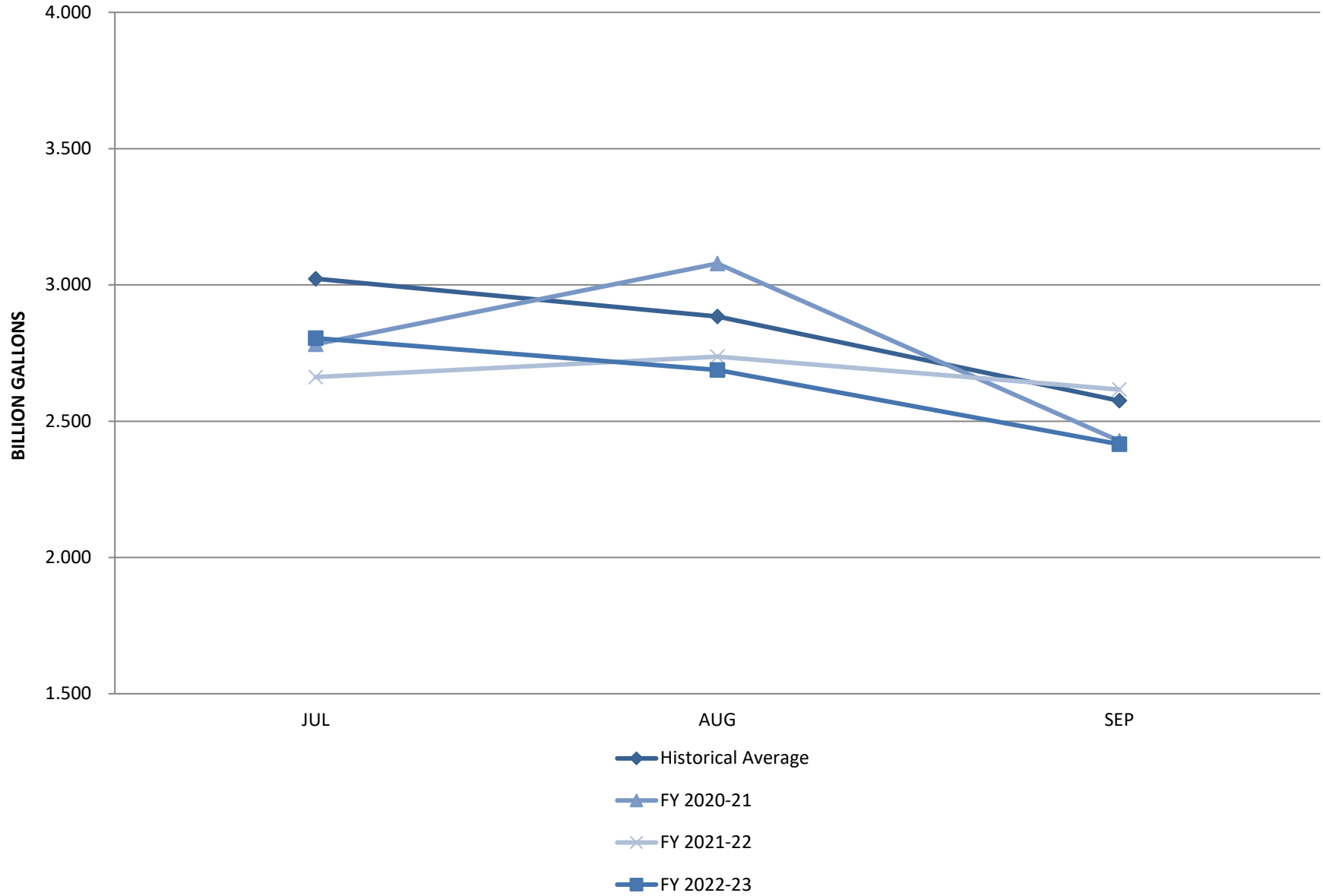
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

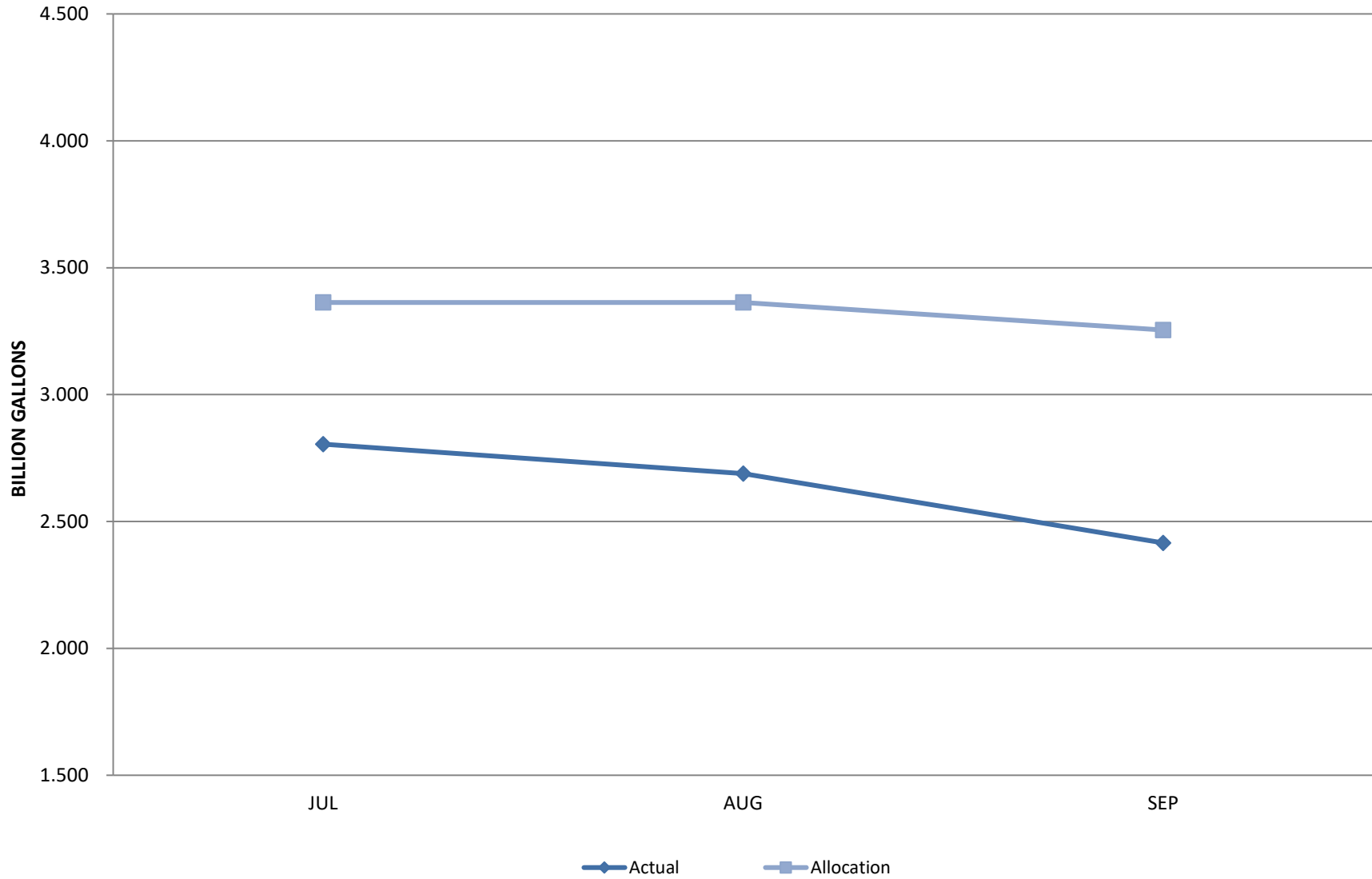
YTD

Sep-21	12,992,203,000	13,395,729,499	96.99%	64,571,249	55,031,159				\$4.97	\$4.108
Sep-22	12,867,413,000	13,256,464,352	97.07%	66,653,199	56,811,529				\$5.18	\$4.286
	(124,790,000)	(139,265,147)		\$2,081,950	\$1,780,370					
	-1.0%	-1.0%		3.2%	3.2%					
Month										
Sep-21	2,616,212,000	2,698,022,374	96.97%	13,002,574	11,105,060				\$4.97	\$4.116
Sep-22	2,415,535,000	2,474,643,822	97.61%	12,512,471	10,695,411				\$5.18	\$4.322
	(200,677,000)	(223,378,552)		(\$490,102)	(\$409,649)					
	-7.7%	-8.3%		-3.8%	-3.7%					
Sept>Aug	(272,689,000)	(297,889,308)		(1,412,529)	(1,287,478)					

### DU PAGE WATER COMMISSION SALES FY 2022-23, 2021-22 & 2020-21 VS. HISTORICAL AVERAGE



### DU PAGE WATER COMMISSION SALES FY 2022-23 VS. ALLOCATION





**Resolution #:** R-56-22

**Account:** 01-60-663100, NTE \$200K

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** To Authorize Approval of Requisition No. 74777 to Neenah Foundry Company for The Manufacture and Delivery of Custom Manhole Frames and Lids

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline

The Commission maintains an inventory of spare manhole frames and lids intended for use as replacement in the event existing frames and lids fail and require replacement. This inventory contains several types of frames and lids with DWC identification cast into the iron.

The existing inventory of spare frames and lids was delivered in April 2019. Since then, the inventory depleted to the critical reorder number. Staff wishes to replenish the inventory and is requesting to purchase frames and lids to a reasonable stock level. It is the intent of staff to purchase approximately 165 sets of frames and lids and to include shipping costs.

Due to the expense to fabricate the molds necessary for the customized manhole lid castings, Neenah Foundry Company has been the sole supplier of manhole frames and lids. Neenah Foundry Company has performed well and has delivered in a timely fashion, without material defect. Therefore, Staff is recommending the Board suspend the purchasing procedures and approve the Purchase Requisition No. 74777 to Neenah Foundry Company in an amount not to exceed \$200,000.00. This item has been included in the FY 22/23 Management Budget.

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**Recommended Motion:**

To Suspend the Purchasing Procedures and Authorize approval of Purchase Requisition No. 74777 to Neenah Foundry Company for the purchase of manhole frames and custom lids with DWC identification, in the amount not-to-exceed \$200,000.00.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-56-22**

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A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES  
AND AUTHORIZING THE PURCHASE OF MANHOLE CUSTOM FRAMES AND LIDS WITH DWC  
IDENTIFICATION

WHEREAS, the Commission maintains an inventory of spare manhole frames and lids intended for use as a replacement in the event existing frames and lids fail and require replacement; and

WHEREAS, the existing inventory depleted to the critical reorder number.

WHEREAS, Staff wishes to replenish the inventory and is requesting to purchase frames and lids to a reach reasonable stock level; and

WHEREAS, Neenah Foundry Company has been the sole supplier of customized manhole frames and lids castings; and

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, in cases where only one bid is received, the awarding of a contract must be approved by the Board of Commissioners; and

WHEREAS, based upon the representations of staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Neenah Foundry Company was favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby authorizes the purchase of custom Manhole Frames and Lids from Neenah Foundry Company for the unit prices set forth in Its Proposal, but not to exceed \$200,000.00.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk



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EXHIBIT 1

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DELETE PAGE IF NO ATTACHMENT



**Resolution #:** R-59-22

**Account:** 01-60-663200, 01-60-751200

**Approvals:** *Author / Manager / Finance / Admin*

**JH RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** **A Resolution Approving and Ratifying Task Order 6 Under a Master Contract with DeLasCasas CP, LLC**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The Commission entered into a Master Contract with DeLasCasas CP, LLC, for professional engineering services on August 23rd, 2021 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-59-22 would approve Task Order 06 to the Master Contract:

### **Task Order No. 06: TIB-01/03 Cathodic Protection System Feasibility Testing and Design**

During the annual 2021 Closed Interval Survey, the DuPage Water Commission found that the 72" diameter, steel, inner belt transmission main (Contract TIB-01/03) was receiving inadequate cathodic protection as according to AMPP (the Association for Materials Protection and Performance, formerly NACE) standards. The testing results displayed that the 72" diameter pipeline was receiving detrimental stray current from three nearby gas transmission mains in the vicinity. The survey also depicted that the pipeline may no longer be receiving adequate cathodic protection from the anodes that were installed when the pipeline was first installed. Task Order 6 would enable DeLasCasas CP, LLC. to perform additional feasibility testing on the inner belt transmission main and to design a new CP system that would adequately protect the pipe from corrosion.

Approval of Resolution R-59-22 would approve Task Order 6 to DeLasCasas CP, LLC. for the work necessary to perform feasibility testing and design a new cathodic protection system for the inner belt transmission main. The not-to-exceed cost of this work is \$40,100.00.

### **Recommended Motion:**

To adopt Resolution No. R-59-22.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-59-22**

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A RESOLUTION APPROVING AND RATIFYING TASK ORDER 6 UNDER A MASTER CONTRACT  
WITH DELASCASAS, CP, LLC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with DeLasCasas CP, LLC (the “Consultant”) to provide, from time to time, professional engineering services in connection with various projects of the Commission (the “Master Contract”); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has accepted the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (“Task Order No. 06”);

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

SECTION ONE: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2022/R-59-22.docx

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EXHIBIT 1

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## TASK ORDER NO. 06

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and DeLasCasas CP, LLC (“Consultant”) for Professional Engineering Services dated August 23rd, 2021 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Perform Feasibility Testing and Design of a Cathodic Protection System for the Inner Belt Transmission Main (Contract TIB-01/03) as delineated in the proposal from DeLasCasas CP, LLC dated September 22, 2022.

2. **Services of Consultant:**

A. Feasibility Testing:

1. All anodes will be disconnected prior to the start of this project
  - a. Measure and record the potential and current at the TS with sacrificial anode systems and disconnect the anodes.
  - b. Leave the anodes disconnected from the pipeline. After two weeks, measure depolarized pipe and anode to soil potentials at all the TS.
2. Perform current requirement testing at three locations along the pipeline route.
  - a. Use portable power source and anodes and the existing sacrificial anode to inject current on the pipeline.
  - b. Measure On-Off close and remote potentials at consecutive TS at both sides from the location of the provisional CP systems.
  - c. These testing will validate or update the original design proposed on the pipeline alignment sheets for pipeline installation, in relation to the pipeline cathodic protection system.
3. Measure soil resistivities at six locations on the pipeline ROW and three locations for new possible sacrificial anode systems (SAS).



B. Design of Cathodic Protection System:

1. Based on the results of the current requirement testing, soil resistivity measurements, and original sacrificial anodes distribution, design an updated galvanic CP system to accommodate the actual needs for cathodic protection.
  - a. Sacrificial Anode System or Impressed Current System design calculations.
  - b. Constructability Study for the selected sites.
  - c. Installation drawing for the CP systems.
  - d. Bill of materials and material specifications.

C. Additional Services:

None

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

October 21<sup>ST</sup>, 2021

5. **Completion Date:**

Five (5) months following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Rogelio De Las Casas	312.835.0272
Jennifer De Las Casas	312.636.2845

8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

<b>Feasibility Testing</b>	<b>\$15,600.00</b>
<b>Simulation and Design of CP System</b>	<b>\$24,500.00</b>

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant must ensure that all

personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is October 21st, 2022.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Paul D. May, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney  
Title: Coordinating Engineer  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: haney@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

DELASCASAS CP, LLC

By: \_\_\_\_\_  
Jennifer De Las Casas  
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas  
Address: 111 Ambassador Ave, Romeoville, Illinois, 60446  
E-mail Address: rogelio@delascasascp.com  
Phone: (312) 835-0272


**Resolution #: R-60-22**
**Account:** 01-60-751200, EST \$240K

**Approvals:** *Author / Manager / Finance / Admin*
**JH RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** **A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 to Benchmark Construction Co., Inc.**
**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-60-22 would approve the following Work Authorization Orders under the Quick Response Contract.

**Work Authorization Order No. 014 to Benchmark Construction Co., Inc.**

During the annual 2021 Closed Interval Survey, the Commission's Corrosion Consultant found that the 72" diameter steel transmission main from Lexington was receiving inadequate cathodic protection according to AMPP (the Association for Materials Protection and Performance, formerly NACE) standards. The testing results indicated that the 72" diameter pipeline was receiving detrimental stray current from the DC Transit System in the area. Staff has received recommendations from the Commission's Corrosion Consultant to install 40 new coupon test stations and 20 new anodes columns with (3) 48lb. packaged Ultramag Magnesium Anodes at various locations along the 72" diameter pipeline to monitor and mitigate detrimental stray current from the DC Transit System in the area. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co., Inc.	\$240,000
Rossi Contractors, Inc.	\$255,000
John Neri Construction Co., Inc.	\$867,500

Approval of Resolution R-60-22 would approve Work Authorization Order Number 014 to Benchmark Construction Co., Inc. for the work necessary to install new coupon assemblies and galvanic anode beds at various locations along the 72" transmission main from Chicago. The estimated cost of this work is expected to be \$240,00.00.

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**Recommended Motion:**

To adopt Resolution No. R-60-22.



DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-60-22**

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**A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21 TO BENCHMARK CONSTRUCTION CO., INC.**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Benchmark Construction Co., Inc., and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

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EXHIBIT 1

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## WORK AUTHORIZATION ORDER

SHEET 1 OF 10

### CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

**WORK AUTHORIZATION ORDER NO.: QR-12.014**

**LOCATION:**

Various locations across the 72" diameter transmission main as according to plans TE-06/22 in attachment.

**CONTRACTOR:**

Benchmark Construction Co., Inc.

**DESCRIPTION OF WORK:**

The DuPage Water Commission (the Commission) maintains approximately 9.35 miles of 72" diameter transmission main (Contract TE-3/94) from Chicago located in Cook County, Illinois. The transmission main is steel cylinder pipe. The Project shall include installing reference electrode/coupon assemblies at 40 locations and 20 new anode columns with (3) 48lb packaged Ultramag Magnesium Anodes at various locations across the 72" diameter pipeline from Lexington. The coupon assemblies and anodes should be installed as according to the Contract Drawings (TE-06/22) in Attachment.

- a) The exact locations of the Work are depicted in the Contract Drawings. The approximate depths of the excavations are delineated in Contract Drawings. The depths of excavation are subject to vary.
- b) No work shall be performed without the presence of the Owner. At the discretion of the Owner, specific aspects of the project may not be performed without the presence of the Engineer. The Resident Engineer for this project is DeLasCasas CP, LLC, of 111 Ambassador Ave, Romeoville, Illinois, 60446, USA.
- c) The Contractor will be responsible for determining the locations of all underground utilities and shall comply with the Illinois Underground Utility Facilities Damage Prevention Act. The Contractor shall contact the One-Call Notice Systems, commonly referred to as J.U.L.I.E. or D.I.G.G.E.R by telephoning 811 or 1-312-744-7000 at least 48 hours prior to excavation.

**REASON FOR WORK:**

During the annual 2021 Closed Interval Survey, DuPage Water Commission found that the 72" diameter steel transmission main from Chicago was receiving inadequate cathodic protection as according to AMPP (the Association for Materials Protection and Performance) standards. The testing results displayed that the 72" diameter pipeline was receiving detrimental stray current

from the DC Transit System in the area. The Commission would like to install new coupon test stations and anodes columns to help monitor and mitigate detrimental stray current from the DC Transit System in the area.

**MINIMUM RESPONSE TIME:**

The project is to be completed by April, 30<sup>th</sup>, 2023.

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

DWC will provide the terminal board in the handhole test stations.

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

Even though the Contractor is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner’s facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Contractor’s legal obligations, Contractor is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Contractor must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner’s facilities and appurtenances, and shall:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner’s CP Test Facilities and its appurtenances and notify Owner and affected Contractor personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Contractor’s energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner’s personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner’s personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

**SUBMITTALS REQUESTED:**

The contractor is to provide the following materials and submit on each as according to the specifications listed below:

1. Prepackaged Ultramag High Potential Magnesium Anodes, 48D5 (48#) 8"x 38" (package dimensions) with 50 #6 HMWPE lead cable

2. EDI Model UC2B-ZIN-LW030, from Electrochemical Devices Inc Reference Cell/ Coupon Assembly

1.1 **Magnesium Anode Beds**

a) Equipment

- 1) Prepackaged Ultramag High Potential Magnesium Anodes from Mesa Products or equivalent, 48D5 (48#) 8"x 38" (package dimensions) with 50' #6 HMWPE lead cable.
- 2) The anode lead wires shall be of sufficient length to extend the entire distance to the termination in the junction box without splicing or tension.

b) Installation

- 1) The anodes installation shall be completed as indicated on the Contract Drawings.
- 2) Remove the plastic bag that comes with each anode.
- 3) Inspect anodes and cables immediately prior to placement. Any damaged anodes or cables shall be replaced prior to installation at no cost to Owner.
- 4) Engineer shall verify the anode to cable connection and anode material measuring anode's open circuit potential using a reference cell in contact with a wet spot at the cloth bag that comes with the anode and anode backfill.
  - I. Anodes with open circuit potentials less negative than -1650 mV DC respect to copper-copper sulfate will not be accepted for installation and shall be replaced prior to installation at no additional cost to the owner.
- 5) Do not pour water on the anodes location while the anodes are being installed.
- 6) Under no circumstances shall strain be placed upon the anode cables.
- 7) Backfill around the anodes and between anodes with suitable excavated material as listed in the Contract Drawings. Restore site as specified and with appropriate, approved materials as listed in the Contract Drawings.
- 8) The Contractor shall conform to all state and local regulations. Contractor shall obtain all required permits and applications for the performance of work.
- 9) Contractor shall ensure all components required for installation of groundbeds are onsite before commencing installation.
- 10) Anodes shall not be installed in rock formations.



- 11) Dispose of all spoils, cuttings, and drilling fluids.
- 12) Control all water used or produced during the installation process.
- 13) All anodes shall be installed in the presence of the Engineer.

## 1.2 Anode Cables

- a) Red #6 AWG stranded copper cable with HMWPE insulation shall come with the anodes to be used for connections at the test stations.
- b) Installation between anode locations and existing test stations
  - 1) Direct burial cable shall be installed to a minimum depth of 36 inches.
  - 2) All cables shall be installed in a continuous length. No in-line splices are allowed.
  - 3) All anode cable insulation shall be inspected for damage prior to installation. Anodes with damaged cable shall not be installed. They shall be replaced at no cost to Owner.
  - 4) All anode cables shall be installed in the presence of Owner representative.
  - 5) Restore site as specified and with appropriate, approved materials.
  - 6) Anode cables shall be installed as shown on the Contract Drawings and in the manner indicated.

## 1.3 Stationary Reference Cell/ Coupon Assembly

- a) Equipment
  - 1) EDI Underground Cathodic Protection Coupon Model UC2B-ZIN-LW030.
  - 2) The reference electrodes/coupons shall be pre-assembled with the following specifications:
    - With internal Zinc reference electrode.
    - 10 sq. cm. concentric coupon. This will be protected coupon.
    - 1 sq. cm. coupon. This will be the native coupon.
    - 2-inch, PVC pipe construction.
      - Size – 2 ½ inches diameter x 10 inches long
    - 30-ft of 4-conductor 18-gauge cable.
- b) Installation
  - 1) Remove the protective label covering the steel coupons.
  - 2) Remove the red stickers covering the sensing ports.

- 3) Clean the coupon surfaces with alcohol to remove the corrosion inhibitor.
- 4) Place the coupon assembly, following the installation drawings and space availability based on locations of foreign structures.

Product data shall be submitted according to the following:

- Mark each copy to identify applicable products, models, options, and other data
- Supplement manufacturers standard data to provide information unique to this Specification
- Strikeout or otherwise delete product features not provided
- Provide copies for Record Documents

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

See attached.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

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

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

Safety Rep: \_\_\_\_\_  
Name and 24-Hr Phone No.

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

## **SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

### **Supplemental Specifications:**

#### **1.0 COORDINATION AND CONTRACTOR REQUIREMENTS**

##### **1.1 Coordination and Meetings**

###### **a) Coordination**

- 1) Coordinate scheduling, submittals, and Work of the various sections to assure efficient and orderly installation of all construction elements.
- 2) Coordinate completion and cleanup of Work.
- 3) Coordinate waste to be disposed of per applicable permits and jurisdictional agencies prior to commencing the deep anode groundbed drilling.

###### **b) Preconstruction Conference**

- 1) The Owner will schedule a conference after Notice of Award. Required attendance includes:
  - Owner, Engineer, Contractor
- 2) Agenda will include, but not be limited to:
  - Designation of contractual representing personnel
  - Protocol for the following:
    - Field decisions
    - Submittals
    - Substitutions
    - Applications for payment
    - Change orders
    - Contract closeout
  - Scheduling
  - Traffic control plan and responsibility

###### **c) Progress Meetings**

- 1) Additional progress meeting may not be required.
  - I. If the need for a meeting should arise
  - II. The Owner may call an additional progress meeting at any time deemed appropriate.
- 2) The Contractor shall schedule a Progress Meeting prior to completion of Work to establish a final punch list.

## 1.2 Notification Schedule

- a) The Contractor shall contact the appropriate Highway Authority a minimum of 48 hours prior to the start of construction to arrange for Work site inspections.
- b) The Contractor shall contact Owner a minimum of 48 hours prior to the start of construction to arrange for Owner / Engineer's presence.

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**Note:**

**No work shall be performed without the presence of the Engineer or Owner's representative.**

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## 2.0 QUALIFICATIONS, TESTING AND ACCEPTANCE

### 2.1 Quality Assurance / Control Testing

- a) The Engineer shall be on site during the installation of all corrosion components and will provide quality assurance for the Contractor during installation.
- b) All electrical test measurements shall be completed by the Engineer.

### 2.2 Acceptance Tests

- a) All acceptance tests will be performed by the Engineer.
- b) All components and equipment will be in operating order and within the manufacturer's operating specifications.
- c) The following tests, at a minimum, shall be performed by the Owner's Engineer to confirm proper installation and operation.
  - 1) Prior to burial of cable-to-structure connections, conduct tests to verify the connection of the test cable to the structure.
  - 2) Measure the resistance of any completed splice in the anode or pipe cable.
  - 3) Measure the potential of each galvanic anode with respect to a Cu/CuSO<sub>4</sub> reference. Verify all test procedures with the Engineer.
  - 4) Verify the leads remain connected to the anodes during the remainder of construction.
- d) Any defective assemblies shall be replaced at no cost to the Owner.
- e) Final acceptance is contingent upon satisfactory results of the surveys or tests.

## 3.0 TRAFFIC CONTROL AND PROTECTION

### 3.1 General

| 7 of 10 |

- a) The Contractor is responsible for determining and contacting the proper highway authority or unit of local government having jurisdiction over each Work Site and shall comply in all respects with that entity's traffic control and protection plans, specifications, and

requirements. The Contractor shall provide the Owner with the name and 24-hour contact information for Contractor's traffic control representative.

### 3.2 Illinois Department of Transportation Requirements

- a) All Work within IDOT right-of-way shall conform to the permit obtained by the Contractor.
  - 1) The Contractor shall obtain prior approval from IDOT for any work not contained in the permit drawings.
- b) All restoration shall be to the satisfaction of IDOT.
- c) No living trees shall be removed from the State right of way without written permission from the Department.
- d) All seeded areas must be covered with an excelsior blanket as specified.

## 4.0 BACKFILL

### 4.1 Material

- a) Backfill material shall be the following:
  - Use backfills for hole per Contract Drawings or use:
    - o Native soil, pulverized dirt, or equivalent with no sharp rocks or other objects that could damage the anode cloth bag or the cables isolation coating.
    - o Do not use granular backfill material consisting of crushed gravel around or between anodes.
  - Suitable excavated material from the trench

## 5.0 CLEAN-UP

- a) The Contractor shall always maintain a clean work area. Work area shall be free of rubbish and surplus or waste material.
- b) The Contractor shall properly dispose of any unused excavation material.
- c) The Contractor shall be responsible leaving all areas equal to the condition which existed before the Work began. This includes furnishing all labor and materials to replace or restore any of the following:
  - Surface materials
  - Drainage ditches
  - Culverts
  - Paving
  - Curbing
  - Sidewalks
  - Roads

- Driveways
- Shrubbery
- Fences
- Sod
- Hedges
- Street signs
- Other similar improvements

## **6.0 RESTORATION OF VEGETATION**

- a) All disturbed grass areas shall be restored according to the following.
- 1) All excavations shall be properly backfilled and compacted to minimize future settlement.
  - 2) A minimum six-inch (6") layer of delivered screened rich dark pulverized topsoil will be placed above the properly backfilled and compacted excavation.
  - 3) Topsoil will be free of roots, sticks, weeds, brush, stones, or other litter and waste products.
  - 4) All disturbed grass areas will be seeded unless specified differently on the Drawings. Use a seed mixture applicable to the disturbed area per the Contract Drawings.
- b) The Contractor shall replace all existing plants removed or damaged.
- 1) The Contractor is responsible for all plant care during the period of establishment for replaced plants and shall comply with all requirements of the Authority Having Jurisdiction.
  - 2) Plants that do not meet the requirements for acceptance will be replaced by the Contractor at their expense and carry the same guarantee.
  - 3) Restoration of trees shall be of the same species, variety, balanced appearance, and size.
  - 4) Restoration of shrubs, small trees, or evergreens will be of the same species, variety, balanced appearance, and size, either height or width.
- c) Any of the above items neglected by the Contractor will be handled by the Owner. The Owner may deduct the cost of such work from any monies due the Contractor or recover the cost from Contractor.



**Resolution #:** R-61-22

**Account:** 01-60-663100, 01-60-771000

**Approvals:** *Author / Manager / Finance / Admin*

**JH RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** A Resolution to Suspend Purchasing Procedures and Award the Valve Assessment Program Contract (Contract VAP-2/22) to Pure Technologies US Inc.

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The Commission desires to commence a comprehensive valve assessment program seeking evaluations, reports, and repairs on large diameter butterfly valves. The butterfly valves now range in age from 17 to 35 years old and staff would like to ensure that all critical valves are fully functional. Contract VAP-2/22 is a two-year time-and-material cost-based contract that would run through October 31, 2024, with the option of extending the contract through October 31, 2026. The work includes complete detailed assessments of the actuators and gearboxes for selected valves and recommendations to staff on necessary repairs, which will be authorized through associated Work Authorization Orders.

As required by state statute, the Commission advertised for bids on two separate occasions in the Chicago Tribune and The Daily Herald, posted the advertisement on the DWC website, and directly solicited bids from experienced contractors which specialize in large diameter valve assessment and repair. Sealed bids were received until 1:00 p.m., local time, October 5th, 2022, at which time all bids were publicly opened and read aloud.

Of the four (4) contractors who examined the bidding documents prior to the bid opening, only one submitted a proposal. As such, staff is recommending that the contract be awarded to the sole bidder, Pure Technologies US Inc. Pure's submitted proposal indicates that they have 22 years of experience working with large-diameter valves and employ a highly qualified staff.

---

**Recommended Motion:**

| 1 of 1 |

To Suspend Purchasing Procedures and Award the Valve Assessment Program Contract (Contract VAP-2/22) to Pure Technologies US Inc.

**DuPAGE WATER COMMISSION**

---

**RESOLUTION NO. R-61-22**

---

**A RESOLUTION TO SUSPEND PURCHASING PROCEDURES AND AWARD THE VALVE ASSESSMENT PROGRAM CONTRACT (CONTRACT VAP-2/22) TO PURE TECHNOLOGIES US INC.**

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for valve assessment program work related to the Commission’s Waterworks System; and

WHEREAS, said bid proposals were required to be in compliance with the Commission’s “Contract Documents” comprising Valve Assessment Program Contract VAP-2/22 and

WHEREAS, Pure Technologies US Inc. was the sole bidder and employees highly qualified staff to perform large diameter assessments and repairs; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to award the Valve Assessment Program Contract (Contract VAP-2/22) to Pure Technologies US Inc.

NOW, THEREFORE, BE IT RESOLVED 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 DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards a contract for the DuPage Water Commission Valve Assessment Program Contract VAP-2/22 to Pure Technologies US, Inc. conditioned upon the receipt of all contractually required documentation.



SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk



**Resolution #:** R-62-22

**Account:** 01-60-663100, \$70,000.00

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** To Authorize Approval of Certain Work Authorization Orders Under Quick Response Contract QR-12/21.

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-62-22 would approve the following Work Authorization Orders under the Quick Response Contracts.

**Work Authorization Order No. 015:** This work authorization is to Benchmark Construction Co., Inc. to provide and maintain traffic and pedestrian controls, excavate a shaft, install an Earth Retention System, backfill the excavations, and restore all disturbed areas.

The work is required to replace a malfunctioning valve gear box on a 24" butterfly valve in a vault on the Southwest Feeder Main. During routine inspections, staff discovered a problem with the gear box and was unable to repair or replace it in-house. In order for the valve repair contractor crew to replace the malfunctioning gear box, excavation along the side of the valve vault and breaking through the vault's sidewall is necessary to access the gear box.

Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Rossi Contractors, Inc.	\$80,000
John Neri Construction Co., Inc.	\$137,300
Benchmark Construction Co., Inc.	\$57,000

Staff would like to increase anticipated cost of work to \$70,000.00 to cover any unforeseen circumstances that may arise during the excavation.

**Recommended Motion:**

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To Authorize approval of Resolution R-62-22 and ratify Work Authorization Order Number 015 to Benchmark Construction Co., Inc. for the work described at a cost Not-To-Exceed \$70,000.00.

**DUPAGE WATER COMMISSION**

---

**RESOLUTION NO. R-62-22**

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**A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-12/2**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Benchmark Construction Co., Inc., and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

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EXHIBIT 1

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DELETE PAGE IF NO ATTACHMENT

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-12/21: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-12.015**

**LOCATION:**

Butterfield Road and Highland Avenue in Lombard

**CONTRACTOR:**

Benchmark Construction Co., Inc.

**DESCRIPTION OF WORK:**

1. Excavate and install the Earth Retention System to replace the valve gear box on a 24" butterfly valve in the vault on Butterfield Road east of Highland Avenue in Lombard.
2. Provide an assistance to Action Automation crew that will replace the valve gear box in the vault on Butterfield Road east of Highland Avenue in Lombard.
3. Backfill the excavation with suitable materials, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To provide an access to the vault and assist Action Automation to replace the valve gear box.

**MINIMUM RESPONSE TIME:**

N/A

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

N/A

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

N/A

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

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

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

Safety Rep: \_\_\_\_\_  
Name and 24-Hr Phone No.

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





**Resolution #: R-63-22**

**Account: 01-60-663300, NTE \$37,000**

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** **A Resolution Approving the Procurement of Exterior Standpipe Cleaning Services**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations

To extend the useful life of exterior coating systems previously applied to the Commission's standpipes, high-pressure power washing is occasionally required to remove potentially detrimental contaminants from the finished surfaces.

In accordance with Commission Purchasing Procedures, Staff solicited several proposals from standpipe maintenance service providers to perform cleaning services at Standpipes 4-East and 4-West, of which results are listed below.

Staff is recommending approval to procure the services of Jetco, Ltd., to perform the cleaning at a cost of \$37,000.00, following the means and methods suggested by the Commission's coatings consultant, Dixon Engineering.

\$75,000 is included in the Fiscal Year 2022/2023 Management Budget for tank cleaning services.

Jetco, Ltd.	\$37,000.00
Veolia Utility Services	\$63,270.00
Dynamic Industrial Services	\$88,870.00

### **Recommended Motion:**

To approve R-63-22 for the procurement of Exterior Standpipe Cleaning Services with Jetco, Ltd., in the amount of \$37,000.00.

**DuPAGE WATER COMMISSION**

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**RESOLUTION NO. R-63-22**

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**A RESOLUTION APPROVING THE PROCUREMENT OF EXTERIOR STANDPIPE CLEANING SERVICES**

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 desires to extend the useful life of Commission standpipe coating systems; and

WHEREAS, Staff solicited proposals in accordance with the Commission's Purchasing Procedures; and

WHEREAS, based upon the representations of Staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Jetco Ltd. was favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby authorizes the Procurement of the Exterior Standpipe Cleaning Services from Jetco, Ltd., for the price set forth in Its Proposal, but not to exceed \$37,000.00

**SECTION THREE:** This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2022/R-63-22.docx



**Resolution #:** R-64-22

**Account:** 01-60-628000, NTE \$17,500

**Approvals:** *Author / Manager / Finance / Admin*

**RCB - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** **A Resolution Approving and Authorizing the Execution of a Master Contract with Burns & McDonnell Engineering Co., Inc. for Professional Engineering Services and Authorization of Task Order No. 01.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

---

Resolution No. R-64-22 would approve a Master Contract with Burns and McDonnell Engineering Co., Inc. for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.

Resolution No. R-64-22 would also approve the following Task Orders to the Master Contract:

**Task Order No. 1:** Review and validate the DuPage Water Commission Meter Testing Program to Support Commission Customer's LMO-2 IDNR Submittals, and to provide quality assurance with industry standards.

The purpose of this Task Order is two-fold; first is to give the Commission third-party confirmation that our meter testing facilities, meter testing procedures, and reporting is as accurate and follows best practices; and to provide the DWC customers with an engineering certification that the customers may submit to the Illinois Department of Natural Resources to support their water systems accountability when filing their individual LMO-2 annual audits.

Task Order No. 01 is at a cost not-to-exceed \$17,500.

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**Recommended Motion:** To Adopt Resolution R-64-22

**DuPAGE WATER COMMISSION**

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**RESOLUTION NO. R-64-22**

---

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MASTER CONTRACT WITH BURNS & MCDONNELL ENGINEERING CO., INC.  
FOR PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZATION OF TASK ORDER NO. 01**

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 desires to obtain from time to time, and Burns & McDonnell Engineering Co., Inc., a corporation organized and existing under the laws of the Illinois (“Consultant”), desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desires to provide under the master contract, review and validation of the DuPage Water Commission Meter Testing Program, and issuance of a summary report document (“Task Order No. 01”) at a cost not-to-exceed \$17,500;

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and Burns & McDonnell Engineering Co., Inc. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Contract executed by Burns & McDonnell Engineering Co., Inc..

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 1 to the Master Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 1 to the Master Contract in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order No. 1 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of Task Order No. 1 executed by Burns & McDonnell Engineering Co., Inc.. Upon execution by the General Manager, Task Order No. 1 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

---

EXHIBIT 1

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MASTER TASK ORDER AGREEMENT



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EXHIBIT 2

---

TASK ORDER NO. 01

Review and validate the DuPage Water Commission Meter Testing Program to Support Commission Customer's LMO-2 IDNR Submittals.

Task Order No. 01 is at a cost not-to-exceed \$17,500. The final scope of work and listing of tasks has not been fully developed at the time of Board approval.

**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
BURNS & MCDONNELL ENGINEERING CO., INC.  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
BURNS & MCDONNELL ENGINEERING CO., INC.  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
***BURNS & MCDONNELL ENGINEERING CO., INC.***  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Burns & McDonnell Engineering Co., Inc., 200 West Adams Street; Suite 2700 \ Chicago, IL 60606, a Corporation (“Consultant”), make this Contract as of the \_\_\_\_ day of \_\_\_\_\_, 2022, and hereby agree as follows:

**ARTICLE I**  
**THE SERVICES**

**1.1 Performance of the Services**

A. Consultant’s Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Services”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates as may be specified in the Task Order for such Project.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Tasks Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

## **1.2 Commencement and Completion Dates**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

## **1.3 Required Submittals**

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in

addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project (“Required Submittals”).

B. Time of Submission and Owner’s Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract.

#### **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

#### **1.5 Financial and Technical Ability to Perform**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

#### **1.6 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it

is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

## **1.7 Consultant's Personnel and Subcontractors**

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination, except for voluntary terminations by employees, and no such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or



subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be solely and completely responsible for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Consultant's sole responsibility under this Contract. Consultant is directed to the

Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Consultant is being notified of these potentially hazardous conditions so that Consultant may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Consultant's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Consultant's sole and complete responsibility for its workplace conditions on or in the vicinity of Owner's facilities and appurtenances or for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances, including the safety of all persons and property during performance of the Services. This notification of potentially hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors,

subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

## **1.8 Owner's Responsibilities**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

## **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date,

Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable

adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

### **ARTICLE III**

#### **CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

#### **3.1 Standard of Care**

A. Standard of Care. Consultant represents that the Services and all of its components shall be free from errors and omissions in design in accordance with generally accepted industry standards; shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. The representation herein expressed shall be in addition to any other representations expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

C. Defective Services. Whenever the term “defective” is used in this Contract, the term shall mean professional services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in this Contract.

### **3.2 Corrections**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide, to the reasonable satisfaction of Owner, all corrective Services necessary as a result of Consultant’s negligent errors or omissions, negligent acts, or failure to meet the requirements under the Task Order for such Project and this Contract..

### **3.3 Risk of Loss**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant’s negligent errors or omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors or omissions, negligent acts, or failure to meet the requirement of the Task Order for such Project and this Contract . Notwithstanding any other provision of this Contract, Consultant’s obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Insurance**

A. Insurance Required. Contemporaneous with Consultant’s execution of this Contract, Consultant shall provide certificates of insurance evidencing insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best’s Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner.

B. Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including at all times while correcting any failure to meet the

requirements of this Contract, maintain and keep in force, at Consultant's expense, the following insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits of:

(a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this Worker's Compensation and Employer's liability clause has been reviewed, understood, is a material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision.

2. Commercial Automobile Liability with a combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits of:

(a) Each Occurrence: \$1,000,000

(b) General Aggregate: \$2,000,000

(c) Completed Operations Aggregate: \$2,000,000

(d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability

4. Professional Liability Insurance. With limits \$2,000,000 per claim and covering Consultant against sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract and each

Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Automobile Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

Owner and Consultant waive subrogation for damage or loss to property covered by property insurance, including self insurance and deductibles.

#### **4.2 Indemnification**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent caused by any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or



amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

## **5.2 Taxes, Benefits and Royalties**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **5.3 Progress Payments**

A. Payment in Installments. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

## **5.4 Final Acceptance and Final Payment**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such

additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

## **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or if efforts to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to

reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## **ARTICLE VI** **REMEDIES**

### **6.1 Owner's Remedies**

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure or start to cure with due diligence any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.

3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover direct damages suffered by Owner.

## **6.2 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship of the Parties**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

### **7.3 No Collusion/Prohibited Interests**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

## 7.6 **Security**

A. **Description.** For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. **Background Investigations.** Consultant personnel, including subcontractor personnel, that (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

C. **Search.** Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel,

including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

### **7.7 No Waiver**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any Services which are defective, nonconforming, or incomplete or contain errors, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

### **7.8 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

### **7.9 Notices**

All notices required or permitted to be given under this Contract 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 Owner shall be addressed to, and delivered at, the following address:

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

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

Burns & McDonnell Engineering Co., Inc.  
200 West Adams Street  
Suite 2700  
Chicago, IL 60606  
Attention: Randy Patchett

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.9 Owner and Consultant 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 or addressee shall be effective until actually received.

#### **7.10 Governing Laws**

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.11 Changes in Laws**

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.12 Compliance with Laws and Grants**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.



Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

### **7.13 Documents**

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under such Task Order, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other project except the one detailed in this agreement. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

### **7.14 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

### **7.15 Severability**

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision,

nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

#### **7.16 Entire Agreement**

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

#### **7.17 Amendments**

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant, its officers, affiliates, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Consultant, its officers, directors, employees, agents or consultants, or any of them, shall not exceed \$4 million for the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the Consultant for this limitation and that it is deemed adequate. Owner may request an increase in the limit of liability based on the task order assignment.

In no event will Consultant nor its Affiliates be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties so long as the work adheres to the Standard of Care.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Paul D. May, P.E.

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

Title: General Manager

Attest/Witness:

**BURNS & MCDONNELL ENGINEERING CO., INC.**

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

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

**EXECUTING OFFICER]**

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

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

**[TITLE OF CONSULTANT'S  
EXECUTING OFFICER]**

## ATTACHMENT A

### DESCRIPTION OF BASIC SERVICES

#### ***[TO BE USED IN DEVELOPMENT OF INDIVIDUAL TASK ORDERS]***

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to the Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
  - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
  - c. Provide economic analysis of various alternatives.
  - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.
  
2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Determine the general scope, extent and character the Project.
  - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
  - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
  - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
  - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
  - b. Issue addenda as appropriate and approved by Owner.
  - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
  - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
  - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.
5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Furnish advice and consulting services during the construction period.

- b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
- c. Consult and advise on the interpretation of the construction contracts.
- d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
- e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
- f. Review contractors' breakdown of cost, material quantities and scheduling.
- g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
- h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
- i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
- j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
- k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.
- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
- m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.

6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
  - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

**FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and **BURNS & MCDONNELL ENGINEERING CO., INC.** (“Consultant”), for Professional Engineering Services dated **[DATE]** (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state “none”]

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

[List or state “none”]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

\_\_\_\_\_ days following execution of this Task Order by Owner.

\_\_\_\_\_ days following issuance of Notice to Proceed by Owner.

\_\_\_\_\_, 202\_.



5. **Completion Date:**

***For use with single phase projects or multiple phase projects with single completion date:***

\_\_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

\_\_\_\_\_, 200\_\_\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate completion dates:***

A. Study and Report Phase: \_\_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: \_\_\_\_\_ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. \_\_\_\_\_ Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

Task Order No. \_\_\_\_

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

LUMP SUM TASK ORDER

***For use with single phase projects or multiple phase projects with single lump sum cost:***

For providing, performing, and completing all Services, the total Contract Price of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing) (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in figures) (in figures)

***For use with multiple phase projects with separate lump sum amounts:***

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, a fixed fee of \$\_\_\_\_\_ plus an amount equal to Consultant’s Direct Labor Costs using W2 Compensation Hourly Rates capped at \$XX per hour times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$\_\_\_\_\_, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate pricing:***

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant’s Direct Labor Costs using W2 Compensation Hourly Rates capped at \$XX per hour times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$



DIRECT COST TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs using W2 Compensation Hourly Rates capped at \$XX per hour times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$\_\_\_\_\_, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate pricing:***

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs using W2 Compensation Hourly Rates capped at \$XX per hour times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report		\$
Preliminary Design		\$
Final Design		\$
Bidding/Negotiation		\$
Construction		\$
Operational		\$
_____		\$

**RATE SHEET TASK ORDER**

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, an amount equal to Consultant’s Rate Sheet Costs per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the rate sheet costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$\_\_\_\_\_, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate pricing:***

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Rate Sheet Costs per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the rate sheet costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows:

***For use with Lump Sum Task Orders:***

Task Order No. \_\_\_\_

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

**OR**

For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

***For use with Cost Plus Fixed Fee Task Orders:***

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

***For use with Direct Cost Task Orders:***

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____%
Preliminary Design	_____%
Final Design	_____%
Bidding/Negotiation	_____%
Construction	_____%
Operational	_____%
_____	_____%

10. **Special Safety Requirements:**

[state “none” or:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner’s facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant’s legal obligations, Consultant is reminded that one of the purposes of the Project is to ***[DESCRIBE SPECIAL CIRCUMSTANCES]*** and, therefore, it would be reasonable to assume that ***[DESCRIBE SPECIAL HAZARDS]*** at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner’s facilities and appurtenances, and shall:

- i. ***[DESCRIBE SPECIAL REQUIREMENTS].***
- ii. ***[DESCRIBE SPECIAL REQUIREMENTS].***

11. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

12. **Attachments:**

[List or state “none”]

Task Order No. \_\_\_\_

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is \_\_\_\_\_, 202\_.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Paul D. May, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address:

Phone:

Fax: (630) 834-0120



Task Order No. \_\_\_\_

**BURNS & MCDONNELL ENGINEERING CO., INC.**

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

Name: \_\_\_\_\_

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

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:



October 12, 2022

Mr. Paul D. May, P.E.  
General Manager  
DuPage Water Commission  
600 E Butterfield Road  
Elmhurst, Illinois 60126

Re: Task Order 1 - Annual Water Use Reporting (LMO-2) Support to the DuPage Water Commission

Dear Mr. May:

In accordance with your request, Burns & McDonnell is pleased to submit Task Order 1 to provide support to the DuPage Water Commission (DWC) for reporting annual water use to the Illinois Department of Natural Resources (IDNR). Work will include evaluating the DuPage Water Commission's current meter testing procedures, validating the meter testing procedures and process, general assistance in completing the LMO-2 form to be submitted to IDNR for DWC and its member communities, and development of a simple guide for completion of the LMO-2 Form and submittal to IDNR. A brief summary of our proposed scope of work is presented below.

### **SCOPE OF SERVICES**

#### **Task 1 – Kick-off Meeting:**

Task 1 consists of participation in a project kick-off meeting between the DWC and Burns McDonnell (BMcD) team members. The intent of the project kick-off meeting will be to introduce project personnel, establish protocols for lines of communication, and review project scope, schedule and planned deliverables. An agenda will be submitted prior to the meeting and meeting minutes will be prepared and distributed.

For purposes of this task order, the meeting can be held at either DWC's office in Elmhurst or virtually.

#### **Task 2 – Review and Validation of DWC's Meter Testing Procedures**

BMcD will review DWC's meter testing procedures and process for determining the accuracy of meters used determining water use. This will include review of procedures and process for calibrating DWC's testing apparatus and for testing of water meters used by DWC and its members.

For purposes of this proposal, we anticipate that we will need to coordinate onsite with DWC to observe its meter testing apparatus and discuss calibration and testing procedures with DWC staff. We anticipate the onsite efforts to take one to two days.



Mr. Paul D. May, P.E.  
DuPage Water Commission  
October 12, 2022  
Page 2

A summary memorandum presenting our findings and tabulation of DWC’s calibration and testing results will be submitted to DWC as the deliverable for Task 2. It is intended that memorandum can be used to demonstrate the validity of testing done by DWC and the accuracy of results for water meters tested by DWC. The memorandum can be used by DWC communities in their LMO-2 submittals.

Task 3 – General Assistance in Completing LMO-2 Forms

Burns & McDonnell will work with DWC and its communities to pre-populate LMO-2 Forms for submittal to the IDNR. This work will consist of incorporating general information into the LMO-2 Form. It does not include incorporating detailed information to be provided by each DWC member into the form or submittal of the form on behalf of the DWC or its members.

Deliverables will include pre-populated forms for DWC and its member communities.

Task 4 – Guidance Document for Completing the LMO-2 Form and Supporting Documents

The task will consist of the development of a technical guide including a checklist(s) for completing the LMO-2 Form and supporting documents for submittal to IDNR.

**Deliverables:** Deliverables developed as part of Tasks 2, 3 and 4 will be submitted to DWC for review and comment prior to being finalized. For purposes of this Task Order we have included one DWC review, one virtual meeting to discuss each review and subsequent incorporation of DWC comments into a final deliverable.

**SCHEDULE**

Burns & McDonnell is available to initiate work on this project immediately upon execution of this proposal. We anticipate completing of the work withing 60 calendar days of receipt of a signed Task Order.

**COMPENSATION**

Burns & McDonnell proposes to perform the Scope of Services for this proposal, including expenses on not to exceed basis for \$17,500 using the attached rate sheet.

**STAFFING**

Key members of the Project team will include Randy Patchett (Project Coordinator) and Paul St. Aubyn who will serve as BMcD’s project manager.



Mr. Paul D. May, P.E.  
DuPage Water Commission  
October 12, 2022  
Page 3

**GENERAL CONSIDERATIONS**

If this Task Order is satisfactory, please sign and date this document and return one signed copy to us. Services will be completed in accordance with Master Services Agreement between Burns & McDonnell and the DuPage Water Commission.

We appreciate the opportunity to serve the DuPage Water Commission. If you have any questions regarding this agreement, please feel free to contact me at 630-688-0124.

Sincerely,

A handwritten signature in black ink that reads "Randall L. Patchett, P.E." The signature is written in a cursive style.

Randall Patchett, P.E.  
Water and Municipal Services

**ACCEPTED FOR THE  
DuPAGE WATER COMMISSION**

---

Paul D. May, General Manager

---

Date



**Resolution #:** R-65-22

**Account:** 01-60-628000/01-60-771200

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc.

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations

The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated May 16, 2013, for professional engineering services in connection with discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-19-17 would approve the following Task Order to the Master Contract:

### **Task Order No. 20: Update to Existing Hydraulic Model**

The Commission's existing hydraulic model was last fully calibrated in 2006 using field tests ('C'-factor measurements) that were conducted between 1997 and 2002. In 2017, model updates and limited calibration was performed by AECOM, which included a review of water demand patterns based on actual SCADA data and modification of existing controls to more accurately reflect actual standpipe water levels. It was determined in 2017 that the model could be reasonably calibrated using historical 'C'-factor measurements for the transmission main segments since the previous issues associated with revising 'C'-factors because of aluminum and phosphate deposits has reportedly since stabilized.

With the recent addition of the Village of Bartlett to the Commission's system and planned addition of future customers (Oswego, Yorkville, Montgomery), this makes for an opportune time to have an updated calibration completed. This will result in a more refined hydraulic model that ensures future analyses are as accurate as possible and reflective of the current state of the water transmission infrastructure that is in place. The calibration will also provide an indication as to whether there are closed valves within the system which could impact hydraulic conditions.

The Project Scope anticipates 476 hours of work at a cost of \$83,600 based on the objectives and assumptions identified within the AECOM proposal.

**Recommended Motion: To Adopt Resolution R-65-22**

**DuPAGE WATER COMMISSION**

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**RESOLUTION NO. R-65-22**

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**A RESOLUTION APPROVING AND RATIFYING  
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT  
WITH AECOM TECHNICAL SERVICES, INC.**

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 entered into a contract with AECOM Technical Services, Inc. (the “Consultant”), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Orders”);

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

SECTION ONE: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

**SECTION THREE:** This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2022/R-65-22

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EXHIBIT 1

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## TASK ORDER NO. 20

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

### 1 . Project:

Update to Existing Hydraulic Model

### 2 . Services of Consultant:

AECOM's recommended approach to performing the hydraulic model calibration is best explained by describing the tasks to be performed to support the project. The description for available services has been divided into the following sections.

#### Project Initiation and Kickoff Meeting

Advanced planning and preparation are very important to the efficient execution of this project. Within two (2) weeks following notice of award, the AECOM team will provide DWC with a work plan that describes the project team's proposed approach, anticipated work activities/milestones identified, and a proposed project schedule. Prior to the kickoff meeting, the AECOM team will work with DWC staff to collect background material required to effectively complete the model calibration tasks.

The purpose of the kickoff meeting will be to re-affirm project objectives and to discuss the schedule approach and preferred communication methods. Careful planning and preparation are critical to the success of any project, and the activities in this task are structured such that DWC and the AECOM team can be well-coordinated from the beginning.

#### Calibration of Hydraulic Model

AECOM will begin the process of data gathering for the hydraulic model updates at the onset of the project. Based on our conversation on September 29, 2022, we will be looking for as much as the following information that is available to effectively recalibrate the model:

- Daily flow data at all meter stations for the past 5 years
- Daily pumping at DWC's main pump station for the past 5 years
- Confirmation of previous pump control and operations (e.g., Pump No. 1 turns on when tank level of Standpipe No. 1 reaches 890', etc.)
- No field testing for "C"-factors or pump curves will be performed; the "C"-factors will initially be unchanged from past hydraulic modeling analyses, and the pump curves are assumed to not require any modifications for this analysis

Upon receipt of the above information, AECOM will analyze the historical flow data to determine/confirm DWC's average day demand (ADD) and maximum day demand (MDD) over the past 5 years, as well as verify that the base model is setup in accordance with current pumping parameters. Next, AECOM will work with DWC staff to select two (2) historical days within the last 5 years that are reflective of total system ADD and MDD flow conditions. For the two (2) calibration days in question, the following information will be needed from the Commission's SCADA system to evaluate the performance of the hydraulic model and to make the necessary modifications for recalibration:

- Standpipe water levels
- Pressure readings at remote operated valves, meter stations and any additional locations available in the DWC system
- Discharge meter data for each of the pumps at the DWC Main Pumping Station
- Pump suction and discharge pressures
- Any other information critical to the operation of DWC's system (operation of control valves, etc.)
- Diurnal variations at meter stations will be unchanged from past hydraulic modeling analyses; diurnal flow variations will only be evaluated at DWC's Main Pumping Station and reflective of the system as a whole

DWC pump operation sequencing and water demands for each individual DWC meter station will be adjusted in the hydraulic model based on the data above for each of the two (2) calibration scenarios. AECOM will perform an initial evaluation to determine how closely the modeled tank levels and system pressures are to the actual SCADA data. Next, AECOM will perform a systematic assessment of the results and focus on areas where the modeled results deviate most notably from the actual SCADA data. Our team will prepare a list of possible sources of these deviations and utilize best practices to make iterative adjustments to the hydraulic model that lead to a higher correlating calibration. This may include the adjustment of pipeline "C"-factors (adjustments will likely be correlated to the increased age of the pipelines) and/or identification of operational anomalies in the system (e.g., partially closed valves). If any discrepancies are identified that warrant field investigations, AECOM will provide DWC a summary of the basis for this request and provide supporting documentation needed by DWC crews to perform this work and report the findings back.

Adjustments to the hydraulic model will be described in detail and the updated calibration results presented in a technical memorandum to document the revisions and results. The technical memorandum will be submitted to DWC staff for review and input, and AECOM will meet with DWC staff to answer any questions. At this time, additional adjustments to the model will be made, as needed, to achieve calibration in accordance with industry standards.

Once the model has been calibrated, AECOM will review the flow data at each meter station and perform trending needed to establish the actual ADD and MDD over the past five (5) years, which will be set as current (2022) flow conditions. Future (2042) flow conditions will then be established based on input from DWC staff and projections established by the Chicago Metropolitan Agency for Planning (CMAP). Both ADD and MDD modeling runs will be performed for the current (2022) and future (2042) flow conditions, and results prepared in tabular format and figures that show key aspects of the system. Both the 2022 and the 2042 modeling runs will also include the demands for Oswego, Yorkville and Montgomery. Additional analyses defined below will also be performed

The main takeaways from this study are expected to be:

- Utilization of best practices to establish a calibrated hydraulic model in accordance with industry standards
- Assess deviations of modeled data versus actual SCADA data
- Adjust pipeline "C"-factors, as needed
- Identify any operational anomalies in the system (e.g., partially closed valves)
- Suggest improvements to improve the hydraulics to the northwest area of the transmission system (near Tank 1 and the recently added Bartlett connection)
- Confirm there is available flow and pressure to sell water to Oswego, Yorkville and Montgomery based both on current (2022) and future (2042) flow conditions

### Report Preparation

The report will document the key aspects of the hydraulic model calibration process and supporting analyses, which will include exhibits, figures and tables that display the findings in a concise and logical manner. Prior to submitting the draft report to the Commission, AECOM will complete an internal QA/QC review using an independent, experienced reviewer who has not been directly involved. The QA/QC review comments and will be documented and once all comments are resolved, the draft report will then be delivered to the Commission for review. A meeting will then be arranged for capturing the Commission's review comments and our team will document resolution of all comments. A final report will then be prepared that incorporates all review comments and will include an executive summary that highlights the findings.

**3. Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations: None.

**4. Commencement Date:**

October 21, 2022

**5. Completion Date:**

December 31, 2022

**6. Submittal Schedule:** None.

**7. Key Project Personnel:**

Michael H. Winegard, P.E.

Chad R. Laucamp. P.E.

**8. Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$83,600.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

**9. Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

**10. Modifications to Contract:** None

**11. Attachments:** None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is June 16, 2017.

**DuPAGE WATER COMMISSION**

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

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: R. Christopher Bostick

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: [bostick@dpwc.org](mailto:bostick@dpwc.org)

Phone: 630-834-0100

**AECOM TECHNICAL SERVICES**

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

Michael H. Winegard, P.E.  
Vice President

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601

E-mail Address: [mike.winegard@aecom.com](mailto:mike.winegard@aecom.com)

Phone: (312) 373-6631



**Resolution #:** N/A

**Account:** 01-60-663300, NTE \$5,000

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/13/2022

**Description:** Ratification of Purchase Order No. 38910 for Professional Surveying Services to Claassen, White & Associates

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

In accordance with Commission By-Laws, professional surveying services require board approval. In anticipation of the work schedule, the Engineering and Construction Committee were advised at the September 2022 meeting that the ratification of professional surveying services would be presented at the October 2022 Board meeting.

In accordance with Purchasing Procedures, staff solicited proposals from consultant firms to perform the surveying services at Tank Site 3 in Naperville. The scope of work includes the reestablishment of lot lines, installation of stakes and pins as necessary to delineate property corners, and the collection of GPS data. This work was required in advance of planned fencing activities. Staff is seeking the Not-to-Exceed cost of \$5,000.00 should additional surveying and staking become necessary to determine the proposed fence line does not encroach on the neighboring properties.

The quotations received are as follows:

Christopher B. Burke Engineering Ltd. Rosemont, IL	\$7,085.00
Civil & Environmental Consultants, Inc. Naperville, IL	\$6,000.00
Claassen, White & Associates, P.C. Joliet, IL	\$2,500.00

### **Recommended Motion:**

To Ratify Purchase Order No. 38910 in the Amount Not-To-Exceed \$5,000.00 to the professional services firm of Claassen, White & Associates.



**DuPage Water Commission**  
 600 E. Butterfield Road  
 Elmhurst, IL 60126  
 Phone: (630) 834-0100  
 Fax: (630) 834-0120



**Purchase Order 38910**  
 Surveying Services at Tanksite 3

<b>Revision Number</b>	1	<b>Supplier</b>	Claassen, White & Associates, PC
All previous revisions are no longer valid.		<b>Address</b>	
Not Confirmed		<b>Telephone</b>	
<b>Ordered by</b>	CHRIS BOSTICK	<b>Fax No.</b>	
<b>Order Date</b>	09/29/2022	<b>Contact</b>	
<b>Purchase Order Due Date</b>	09/29/2022		
<b>Delivery/Invoice Address</b>	DuPage Water Commission 600 E. Butterfield Road Elmhurst, IL 60126		

Service Line Items						
Line	Task Plan Account-Fiscal Year	Date Qty Requested	UOM	Quantity Rate	Total Tax Amount	Total Received Remaining
1	01-60-663300-2023	09/30/2022				5,000.00
		1		5,000.00		0.00
					0.00	5,000.00

**Services Total 5,000.00**

<b>PO Value</b>	5,000.00
<b>Received</b>	
<b>Remaining</b>	

**Approver** CHRIS BOSTICK      **Date**

**PO Total 5,000.00**

**Purchase Order: 38910****DuPage Water Commission**

600 E. Butterfield Road

Elmhurst, IL 60126

Phone: 630 834-0100 Fax: 630 834-0120

**TERMS & CONDITIONS**

1. **ACCEPTANCE OF PURCHASE ORDER** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.

2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.

3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials and employees from and against all injuries, losses, damages, claims, suits, liabilities costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in tile goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.

4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.

5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.

6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.

7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Sellers risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.

8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules and regulations. Without limiting the generality of the foregoing, the Seller shall furnish Material Safety Data Sheets in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.

10. **TERMINATION.** The Owner may, at any time suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion or the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Sellers exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.

11. **TAXES.** The Owner is exempt from Federal, State, and local taxes.

12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.

14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.

15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

**Purchase Order: 38910**