



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
(630)834-0100 Fax: (630)834-0120

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED AUGUST 2017 REGULAR MEETING OF THE ENGINEERING AND CONSTRUCTION COMMITTEE OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 5:30 P.M. ON THURSDAY, AUGUST 17, 2017, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126.

AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, AUGUST 17, 2017
5:30 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

COMMITTEE MEMBERS

D. Loftus, Chair
J. Fennell
F. Saverino
M. Scheck
J. Zay

- I. Roll Call
- II. Approval of Committee Meeting Minutes

RECOMMENDED MOTION: To approve the Minutes of the June 15, 2017 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Presentation Regarding the Replacement and Upgrading of Water Metering Equipment at the DuPage Water Commission Metering Station Facilities.
- IV. Report of Status of Construction/Operations
- V. R-19-17: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services (**Task Order No. 06 – Not-to-Exceed Cost of \$15,000.00**)
- VI. R-21-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 (**WAO No. 017 – McWilliams Electric Co., Inc. – Estimated Cost of \$9,492.00**)
- VII. R-22-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 001 – John Neri Construction Co., Inc – Estimated Cost of \$305,700.00 and WAO No. 002 – John Neri Construction Co., Inc – Estimated Cost of \$95,000.00**)

All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

- VIII. R-23-17: A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy, LLC for Network Management Services **(Estimated Cost of \$81,564.00)**
- IX. R-25-17: A Resolution Approving and Ratifying Certain Contract Change Orders for DWC Supply Line to the Village of Bartlett Project **(AECOM Engineering - \$54,334.77)**
- X. R-26-17: A Resolution Directing Advertisement for DWC Supply Line to the Village of Bartlett Project **(No Cost Component)**
- XI. O-8-17: An Ordinance requesting the intergovernmental transfer of easement rights for the construction and maintenance of Bartlett Supply Line and authorizing execution of associated agreements (The Alvira J. Henrici Trust No. 1) **(Central Sod Farms (Estimated Cost of \$140,000.00 plus estimated Legal fees of \$2,000.00)**
- XII. O-9-17: An Ordinance requesting the intergovernmental transfer of easement rights for the construction and maintenance of Bartlett Supply Line and authorizing execution of associated agreements (Evangel Assembly of God) **(Estimated Cost of \$60,000.00 plus estimated Legal fees of \$2,000.00)**
- XIII. O-10-17: An Ordinance requesting the intergovernmental transfer of easement rights for the construction and maintenance of Bartlett Supply Line and authorizing execution of associated agreements (Electri-Flex, Company) **(Estimated Cost of \$10.00 plus estimated Legal fees of \$2,000.00)**
- XIV. Discussion Regarding the Metering Station and Customer Connection Facilities Design for the Village of Bartlett Water Service
- XV. Old Business
- XVI. Other
- XVII. Adjournment

DRAFT

**MINUTES OF THE MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, JUNE 15, 2017
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 6:10 P.M.

Committee members in attendance: F. Saverino, M. Scheck and J. Zay

Committee members absent: J. Fennel and D. Loftus

Also in attendance: C. Bostick, T. McGhee, J. Schori, J. Spatz and M. Weed.

With the absence of Chairman Loftus, and by the consensus of those present, Commissioner Scheck assumed duties as the Engineering Committee Chairman Pro Tem.

Chairman Zay moved to approve the Minutes of the April 20, 2017 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino.

Ayes: M. Scheck, F. Saverino and J. Zay

Nays: None

Absent: J. Fennel and D. Loftus

With the consent of Chairman Scheck, General Manager Spatz rearranged the order of the agenda so General Manager Spatz could make his presentation for the Engineering Committee and then leave to attend the Administration Committee meeting.

With regards to O-7-17, General Manager Spatz advised the Committee that the annual ordinance adopting the State of Illinois Prevailing Wages for DuPage and Cook Counties satisfies the statutory requirements of the Commission.

In regards to R-13-17, General Manager Spatz advised the Committee that Quick Response Electrical Contract (QRE-7/15) electrical and instrumentation repairs were necessary at two separate sites and the combined estimated cost of the work is \$10,860.00.

Facilities Construction Supervisor Bostick gave a report on R-14-17 which is Change Order No. 2 and Final Balancing Change Order for the Masonry Rehabilitation and

Window Replacement Work at the DuPage Pumping Station. Facilities Construction Supervisor Bostick advised the Committee that the action netted a reduction in the Final Contract Price by \$81,205.00.

Regarding R-14-17, General Manager Spatz reported the details of the bid advertisement, the bid opening, and Staff's recommendation to award Quick Response Contracts (QRE-11/17) to both John Neri Construction, Inc. and Rossi Contractors, Inc. to perform work on behalf of the Commission when and where the Commission does not have the resources in-house to perform the necessary work. General Manager Spatz advised the Committee that percentages bid in 2017 were similar to the percentages under the current QR-10/13 which bid in 2013.

General Manager Spatz advised the Committee that Staff has experienced difficulties in achieving a shut-down of transmission mains to perform the scheduled 60" valve replacement in Oakbrook Terrace. General Manager Spatz explained that when additional valves were being shut down to isolate the system, the transmission system experienced hydraulic difficulties wherein some areas were experiencing high pressures and other areas experiencing lower pressures and the effect being the inability to balance the system to provide water effectively to all customers. In order to determine the effects of valve closures without effecting the customers in real time, General Manager Spatz sought a consensus of the Committee to use AECOM Technical Services to calibrate and utilize the Commission's Hydraulic Model, where the model resides, to determine the best operational scenario to facilitate the 60" valve repairs as well as the added benefit of determining the effects of potential new customer connections. General Manager Spatz advised the Committee that the cost of the calibration is \$15,000.00 and a Task Order would be brought to the Board for ratification at a future date. All Commissioners present provided the General Manager consent to move forward with his proposed action.

Chairman Scheck inquired with the Committee if there were any questions regarding the action items. Hearing none, Chairman Zay moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Saverino.

Ayes: M. Scheck, F. Saverino and J. Zay

Nays: None

Absent: J. Fennel and D. Loftus

General Manager Spatz left the room at 6:15 P.M.

With regards to the Bartlett Water Service, Safety Coordinator Bostick advised the Committee of the status of engineering and design, and Chairman Zay provided an oral report of logistical meetings held with the principle parties.

Engineering Committee Minutes 06/15/2017

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

Chairman Zay moved to adjourn the meeting at 6:20 P.M. Motion seconded by Commissioner Saverino.

Ayes: M. Scheck, F. Saverino and J. Zay

Nays: None

Absent: J. Fennel and D. Loftus

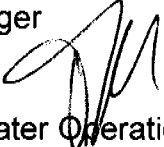
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DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee 
Manager of Water Operations

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Mike Weed	Operations Supervisor

DATE: July 13, 2017

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of June were a total of 2.6 billion gallons. This represents an average day demand of 85.9 million gallons per day (MGD), which is higher than the June 2016 average day demand of 82.0 MGD. The maximum day demand was 106.4 MGD recorded on June 11, 2017, which is higher than the June 2016 maximum day demand of 93.8 MGD. The minimum day flow was 71.5 MGD.

The Commission's recorded total precipitation for the month of June was 3.4 inches compared to 2.9 inches for June 2016. The level of Lake Michigan for June 2017 is 580.3 (Feet IGLD 1985) compared to 580.2 (Feet IGLD 1985) for June of 2016

Water Conservation

Around 20 DuPage County teachers attended a SCARCE Teacher Tour on June 19th. A memo regarding this has been posted on the Commission's website (dpwc.org).

Ongoing: Staff is working with SCARCE to earn their Earth Flag. The process consists of a green audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway, etc.), and finally presenting the Earth Flag to the Board Members. Staff has completed the green audit and is working with SCARCE to set up a date for staff training.

Bartlett Water Service

The Commission continues to hold meeting with Bartlett, Roselle, and Hanover Park to discuss route options for the Bartlett supply line. The Commissions Engineers are working with several regulatory agencies to obtain necessary permits for the project. Additionally, staff is working with our attorney and engineers to finalize easement agreements with local land owners.

Facilities Construction Overview

Standpipe Rehabilitation

Interior coating rehabilitation has been completed for the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 3 (Contract SS-8/17) with Era-Valdivia Contractors, Inc. The exterior sandblasting and prime coat is near completion, which will be followed by exterior final coating and logo application. The Contractor envisions full completion by the end of July if the ambient conditions are favorable. The original Contract Completion Date was July 7th however due to weather related delays incurred in May, June, and July, the actual Contract Completion Date must be pushed back to a date to be determined by the Engineer.

Instrumentation / Remote Facilities Overview

Quick Response Electrical Contract QRE-7/15

Work Authorization Order No. 9. This work order allows for the reinstallation of electrical equipment, at the recently replaced 60-inch diameter valve in Lombard, necessary to operate the valve remotely. The remaining work includes the reinstallation of electrical equipment and the installation of power, control, and SCADA wiring. This work has begun and is expected to be completed by mid-July.

Work Authorization Order No. 12 for electrical upgrades at various remote facilities is complete.

Work Authorization Order No. 14 to test condition of buried 7/8" antenna cable and replace if required. Install new antenna on side of Willowbrook's standpipe and remove temporary antenna system. This work is being scheduled.

Work Authorization Orders No. 15 is to replace two damaged electrical disconnects and J-Box at Tank Site 4. This work is being scheduled.

Pipeline Maintenance and Construction Overview

Staff continues inspection and repair work on distribution system blow off valves and expects to complete this work by the end of the year.

Contract QR-11/17 was entered into with John Neri Construction Co. Inc. and Rossi Contractors, Inc. on June 30, 2017. This Contract is to provide labor, material and equipment for work that the Commission is unable to perform through its own personnel and with its own equipment, for a 2-year period beginning July 1, 2017 through June 30, 2019 with the option of extending the contracts through June 30, 2021.

JULY 2017 COMMISSION AGENDA ITEMS:

Attachments

1. DuPage Laboratory Bench Sheets for June, 2017
2. Water Sales Analysis 01-June-2009 to 30-June-2017


<http://sp2013/Status%20of%20Operations/2017/0713.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR JUNE 2017

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	1.00	0.09	0.54	0.98	0.08	57	7.6	0.8	0.55	0	AM
2	0.99	0.09	0.53	0.98	0.08	57	7.6	0.8	0.54	0	AM
3	0.99	0.09	0.56	0.98	0.08	58	7.6	0.8	0.55	0	KD
4	0.97	0.09	0.58	0.98	0.09	59	7.5	0.8	0.58	0	KD
5	0.98	0.09	0.57	0.99	0.08	58	7.5	0.8	0.55	0	AM
6	0.99	0.09	0.54	0.98	0.08	58	7.5	0.7	0.58	0	AM
7	1.00	0.09	0.56	1.00	0.08	59	7.5	0.7	0.57	0	KD
8	1.00	0.09	0.55	1.00	0.08	60	7.5	0.7	0.56	0	KD
9	1.00	0.10	0.57	1.02	0.08	59	7.5	0.7	0.58	0	KD
10	1.00	0.10	0.56	0.99	0.07	60	7.5	0.9	0.58	0	CT
11	1.00	0.10	0.57	0.99	0.07	61	7.5	0.8	0.55	0	CT
12	1.00	0.10	0.54	1.00	0.08	61	7.5	0.9	0.55	0	CT
13	1.19	0.10	0.55	0.99	0.09	60	7.5	0.8	0.56	0	RC
14	1.10	0.10	0.54	0.99	0.08	61	7.5	0.8	0.56	0	CT
15	1.10	0.08	0.56	0.97	0.09	60	7.5	0.7	0.55	0	CT
16	1.20	0.08	0.54	1.00	0.09	60	7.5	0.8	0.55	0	CT
17	1.10	0.09	0.54	1.00	0.07	60	7.6	0.9	0.55	0	RC
18	1.10	0.09	0.55	1.00	0.09	60	7.5	0.9	0.57	0	RC
19	1.20	0.09	0.55	1.10	0.08	61	7.6	0.8	0.53	0	CT
20	1.00	0.09	0.55	1.10	0.09	61	7.6	0.8	0.56	0	CT
21	1.14	0.09	0.53	1.10	0.08	62	7.6	0.8	0.56	0	RC
22	1.19	0.10	0.52	1.05	0.08	62	7.5	0.8	0.57	0	RC
23	1.10	0.10	0.56	1.05	0.07	64	7.5	0.8	0.53	0	RC
24	1.13	0.10	0.55	1.00	0.08	67	7.5	0.9	0.53	0	CT
25	1.00	0.10	0.51	1.00	0.07	67	7.5	0.8	0.53	0	CT
26	1.09	0.09	0.51	1.01	0.07	67	7.5	0.8	0.51	0	RC
27	1.05	0.09	0.51	1.05	0.07	67	7.5	0.8	0.58	0	RC
28	1.00	0.09	0.51	0.99	0.07	67	7.5	0.7	0.55	0	CT
29	1.00	0.09	0.55	0.99	0.07	69	7.5	0.7	0.55	0	CT
30	1.10	0.09	0.57	1.00	0.08	69	7.5	0.8	0.55	0	CT
31										0	
AVG	1.06	0.09	0.55	1.01	0.08	62	7.5	0.8	0.55	0	
MAX	1.20	0.10	0.58	1.10	0.09	69	7.6	0.9	0.58	0	
MIN	0.97	0.08	0.51	0.97	0.07	57	7.5	0.7	0.51	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Jun-17

PER DAY AVERAGE 79,479.193

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-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
Aug-15	2,723,202,000	2,807,092,033	97.01%	\$13,207,529.70	\$10,703,441.92	1,048,363	0.04%	97.05%	\$4.85	\$3.813
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,560.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,964	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,689,593	97.00%	\$9,235,804.80	\$7,563,732.16	682,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
TOTALS (1)	730,572,743,798	751,267,268,054	97.25%	\$1,378,796,071.45	\$1,255,595,941.01	735,870,794	0.10%	97.34%	\$1.89	\$1.671

(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										
Jun-16	4,722,567,000	4,868,662,439	97.00%	22,668,322	18,564,210				\$4.80	\$3.813
Jun-17	4,713,469,000	4,868,439,242	96.82%	23,001,729	18,749,698				\$4.88	\$3.851
	(9,098,000)	(223,197)		\$333,407	\$185,488					
	-0.2%	0.0%		1.5%	1.0%					
Month										
Jun-16	2,454,342,000	2,529,910,244	97.01%	11,780,842	9,646,548				\$4.80	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	12,555,767	10,336,498				\$4.88	\$3.883
	118,561,000	132,077,291		\$774,925	\$689,950					
	4.8%	5.2%		6.6%	7.2%					
June>May	432,337,000	455,535,828		2,109,805	1,923,297					



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee
Manager of Water Operations

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Mike Weed	Operations Supervisor

DATE: August 9, 2017

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of July were a total of 2.6 billion gallons. This represents an average day demand of 83.0 million gallons per day (MGD), which is lower than the July 2016 average day demand of 85.4 MGD. The maximum day demand was 96.0 MGD recorded on July 8, 2017, which is higher than the July 2016 maximum day demand of 95.7 MGD. The minimum day flow was 73.3 MGD.

The Commission's recorded total precipitation for the month of July was 7.7 inches compared to 6.9 inches for July 2016. The level of Lake Michigan for July 2017 is 580.7 (Feet IGLD 1985) compared to 580.2 (Feet IGLD 1985) for July of 2016

Water Conservation

Ongoing: Staff is working with SCARCE to earn their Earth Flag. The process consists of a green audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway, etc.), and finally presenting the Earth Flag to the Board Members. Staff has completed the green audit and is working with SCARCE to set up dates for staff training.

Bartlett Water Service

The Commission continues to hold meeting with Bartlett, Roselle, and Hanover Park to discuss route options for the Bartlett supply line. The Commissions Engineers are

working with several regulatory agencies to obtain necessary permits for the project. Additionally, staff is working with our attorney and engineers to finalize easement agreements with local land owners.

Facilities Construction Overview

Standpipe Rehabilitation

Coating rehabilitation work has been completed for the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 3 (Contract SS-8/17) with Era-Valdivia Contractors, Inc. The installation of the Cathodic Protection System and the Tank Mixing System is underway. The Fall Protection System installation work is being scheduled. The Contractor is also performing other minor work required by the Contract. The original Contract Completion Date was July 7th however due to weather related delays incurred in May, July, and July, the actual Contract Completion Date must be pushed back to a date to be determined by the Engineer.

Instrumentation / Remote Facilities Overview

Quick Response Electrical Contract QRE-7/15

On the agenda for approval is R-21-17 a Work Authorization Order No. 17 to provide and install new single-mode fiber optic cable between the main pump station building and the generator facility for 10Gbps network communication.

Work Authorization Order No. 9. This work order allows for the reinstallation of electrical equipment, at the recently replaced 60-inch diameter valve in Lombard, necessary to operate the valve remotely. The remaining work includes the reinstallation of electrical equipment and the installation of power, control, and SCADA wiring. This work has begun and is expected to be completed by end of August.

Work Authorization Order No. 14 to test condition of buried 7/8" antenna cable and replace if required. Install new antenna on side of Willowbrook's standpipe and remove temporary antenna system. This work is scheduled to be completed by end of August.

Work Authorization Orders No. 15 is to replace two damaged electrical disconnects and J-Box at Tank Site 4. This work is scheduled to be completed by end of August.

Infor EAM

Staff is planning to upgrade to the latest version of Infor. We are now at version 11.0 and the most recent version is 11.3. As part of this process we will also upgrade the SQL Server database from SQL Server 2012 to 2014. The new SQL Server instance will be installed on a new virtual server in order to improve performance by reducing contention with other applications.

Pipeline Maintenance and Construction Overview

Staff continues inspection and repair work on distribution system blow off valves and expects to complete this work by the end of the year.

Contract QR-11/17 was entered into with John Neri Construction Co. Inc. and Rossi Contractors, Inc. on June 30, 2017. This Contract is to provide labor, material and equipment for work that the Commission is unable to perform through its own personnel and with its own equipment, for a 2-year period beginning July 1, 2017 through July 30, 2019 with the option of extending the contracts through July 30, 2021.

Resolution R-22-17 appears on the Commission agenda as a request to approve Work Authorization Orders 001 and 002 to John Neri Construction Co. Inc.

Approval of Work Authorization Order No. 001 would authorize John Neri Construction Co. Inc to install one 60" diameter butterfly valve located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace. The Board previously approved a Contract QR-10/13 Work Authorization Order for this work to John Neri Construction Co. Inc. However, the term limit for Contract QR-10/13 expired prior to the time that construction work on the new valve could begin. John Neri Construction Co. Inc. has agreed to honor their previous cost estimate for the work which was some \$32,300.00 less than the estimate of the Commission's other QR-10/13 contractor, Rossi Contractors Inc. and therefore staff is recommending approval of Approval of Work Authorization Order No. 001 to John Neri Construction Co. Inc

Work Authorization Order No. 002 was issued, and the work completed, prior to Board approval and was necessary to repair a leak in a 24" ductile iron main located on Il. Rt. 53 just north of Lake Street in the City of Itasca. Approval of R-22-17 would ratify Work Authorization Number 002 John Neri Construction Co. Inn.

AUGUST 2017 COMMISSION AGENDA ITEMS:

R-19-17: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services (**Task Order No. 06 – Not-to-Exceed Cost of \$15,000.00**)

R-21-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 (**WAO No. 017 – McWilliams Electric Co., Inc. – Estimated Cost of \$9,492.00**)

R-22-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 001 – John Neri Construction Co., Inc – Estimated Cost of \$305,700.00 and WAO No. 002 – John Neri Construction Co., Inc – Estimated Cost of \$95,000.00**)

- R-23-17:** A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy, LLC for Network Management Services **(Estimated Cost of \$81,564.00)**
- R-25-17:** A Resolution Approving and Ratifying Certain Contract Change Orders for DWC Supply Line to the Village of Bartlett Project **(AECOM Engineering - \$54,334.77)**
- R-26-17:** A Resolution Directing Advertisement for A Resolution Directing Advertisement for DWC Supply Line to the Village of Bartlett Project **(No Cost Component)**
- O-8-17** An Ordinance requesting the intergovernmental transfer of easement rights for the construction and maintenance of Bartlett Supply Line and authorizing execution of associated agreements ((The Alvira J. Henrici Trust No. 1) (*Central Sod Farms*))**(Estimated Cost of \$140,000.00 plus estimated Legal fees of \$2,000.00)**
- O-9-17** An Ordinance requesting the intergovernmental transfer of easement rights for the construction and maintenance of Bartlett Supply Line and authorizing execution of associated agreements (Evangel Assembly of God) **(Estimated Cost of \$60,000.00 plus estimated Legal fees of \$2,000.00)**
- O-10-17** An Ordinance requesting the intergovernmental transfer of easement rights for the construction and maintenance of Bartlett Supply Line and authorizing execution of associated agreements (Electri-Flex, Company) **(Estimated Cost of \$10.00 plus estimated Legal fees of \$2,000.00)**

Attachments

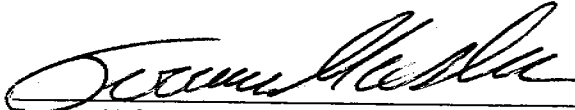
1. DuPage Laboratory Bench Sheets for July, 2017
2. Water Sales Analysis 01-July-2009 to 31-July-2017
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR JULY 2017

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO ₄	FREE CL ₂	TURBIDITY	TEMP	pH	Fluoride	PO ₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	1.00	0.09	0.56	1.02	0.08	69	7.5	0.8	0.51	0	RC
2	1.16	0.09	0.54	0.95	0.08	69	7.5	0.8	0.51	0	RC
3	1.00	0.09	0.51	0.94	0.07	69	7.4	0.8	0.54	0	CT
4	1.00	0.09	0.54	1.00	0.08	69	7.5	0.8	0.55	0	CT
5	0.99	0.09	0.52	0.96	0.09	69	7.4	0.8	0.54	0	CT
6	0.98	0.09	0.57	0.97	0.08	69	7.5	0.8	0.50	0	CT
7	0.98	0.09	0.56	0.99	0.08	69	7.5	0.8	0.56	0	AM
8	1.00	0.09	0.59	0.97	0.08	69	7.5	0.8	0.57	0	AM
9	1.00	0.09	0.55	0.96	0.08	69	7.6	0.8	0.54	0	AM
10	0.99	0.08	0.59	0.94	0.08	68	7.5	0.8	0.59	0	KD
11	0.97	0.09	0.52	0.95	0.10	68	7.4	0.8	0.56	0	KD
12	0.96	0.09	0.51	0.98	0.08	69	7.5	0.8	0.51	0	AM
13	0.97	0.09	0.55	0.96	0.08	69	7.5	0.8	0.50	0	AM
14	0.98	0.08	0.55	0.97	0.09	69	7.5	0.8	0.55	0	AM
15	0.99	0.09	0.52	0.97	0.09	69	7.5	0.8	0.51	0	KD
16	0.96	0.09	0.50	0.94	0.08	69	7.5	0.8	0.50	0	AM
17	0.96	0.08	0.54	0.94	0.09	69	7.5	0.8	0.55	0	AM
18	0.95	0.10	0.51	0.94	0.09	69	7.4	0.8	0.55	0	AM
19	0.94	0.10	0.51	0.96	0.09	69	7.4	0.8	0.56	0	KD
20	0.97	0.10	0.51	0.95	0.09	68	7.5	0.8	0.53	0	KD
21	0.96	0.10	0.52	0.98	0.08	69	7.5	0.7	0.55	0	KD
22	0.94	0.10	0.55	0.95	0.09	69	7.5	0.7	0.56	0	AM
23	0.98	0.10	0.58	0.97	0.09	69	7.5	0.7	0.58	0	AM
24	0.97	0.08	0.57	0.94	0.09	68	7.5	0.7	0.59	0	KD
25	0.99	0.08	0.55	0.94	0.09	67	7.5	0.7	0.55	0	KD
26	0.97	0.09	0.59	0.94	0.09	68	7.5	0.8	0.56	0	AM
27	0.98	0.09	0.57	0.94	0.10	68	7.5	0.8	0.56	0	AM
28	0.96	0.09	0.53	0.92	0.09	70	7.5	0.8	0.53	0	AM
29	0.98	0.09	0.53	0.96	0.09	69	7.5	0.8	0.55	0	KD
30	0.95	0.09	0.58	0.93	0.09	71	7.5	0.8	0.58	0	KD
31	0.96	0.09	0.56	0.94	0.09	71	7.4	0.8	0.57	0	AM
AVG	0.98	0.09	0.54	0.96	0.09	69	7.5	0.8	0.55	0	
MAX	1.16	0.10	0.59	1.02	0.10	71	7.6	0.8	0.59	0	
MIN	0.94	0.08	0.50	0.92	0.07	67	7.4	0.7	0.50	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jul-17

PER DAY AVERAGE 79,490,309

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-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
Aug-15	2,723,202,000	2,807,092,033	97.01%	\$13,207,529.70	\$10,703,441.92	1,048,363	0.04%	97.05%	\$4.85	\$3.813
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,560.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,984	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,938,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
TOTALS (1)	733,139,116,798	753,919,159,272	97.24%	\$1,391,319,971.69	\$1,265,893,234.61	737,078,994	0.10%	97.34%	\$1.90	\$1.679

(1) - SINCE MAY 1, 1992

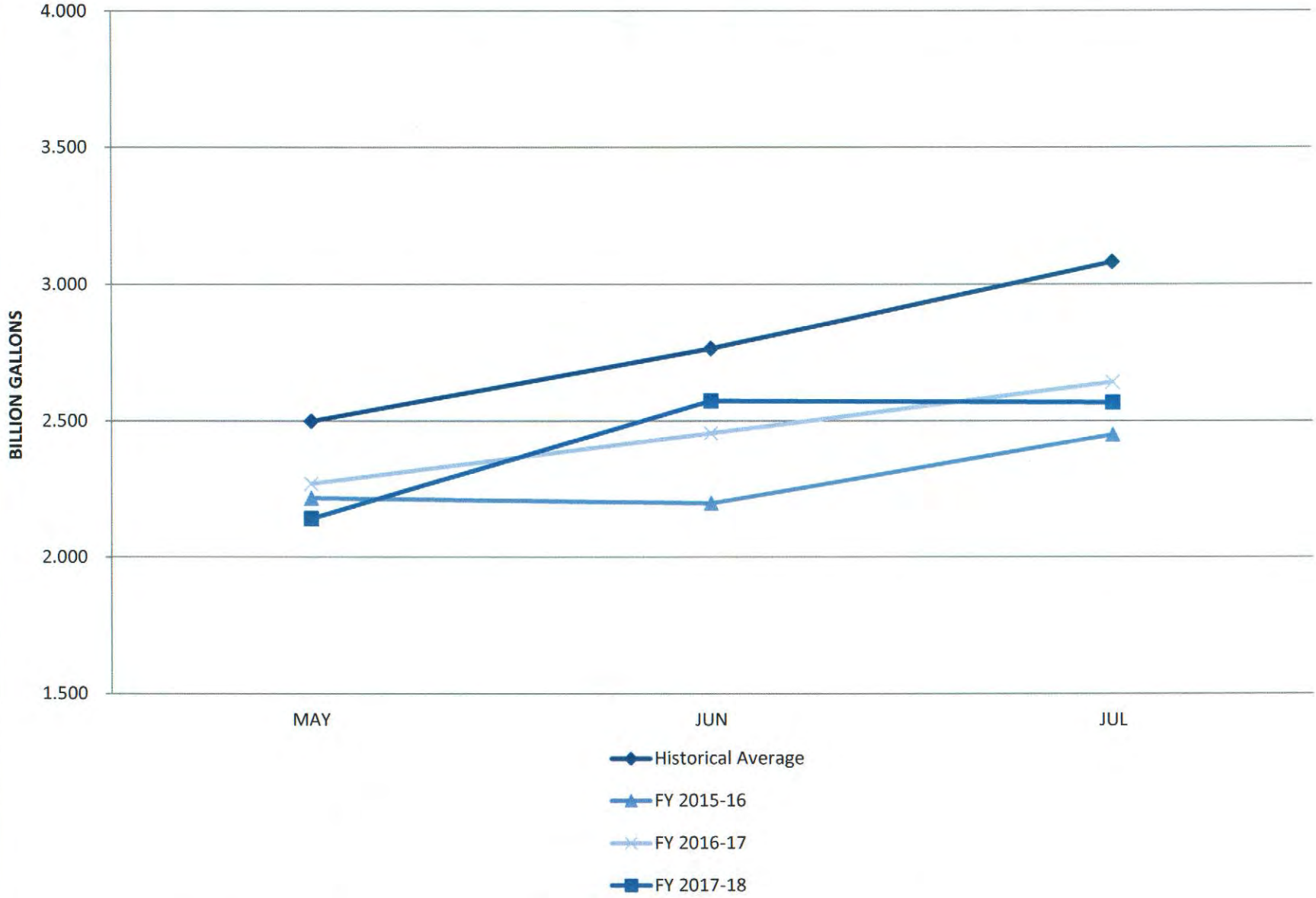
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

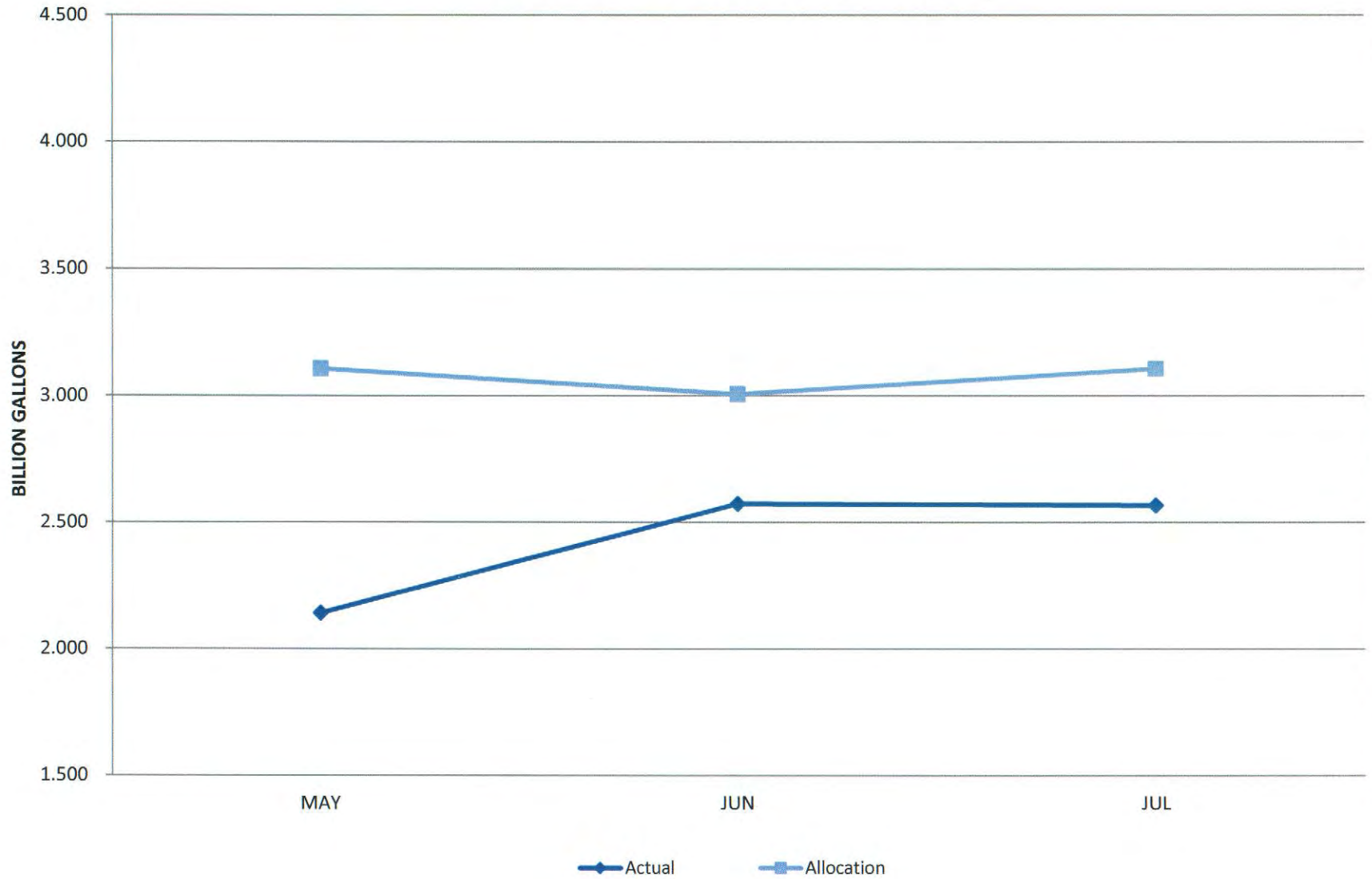
YTD

Jul-16	7,364,118,000	7,613,344,065	96.73%	35,347,766	29,029,681				\$4.80	\$3.813
Jul-17	7,279,842,000	7,520,330,460	96.80%	35,525,629	29,046,992				\$4.88	\$3.862
	(84,276,000)	(93,013,605)		\$177,863	\$17,311					
	-1.1%	-1.2%		0.5%	0.1%					
Month										
Jul-16	2,641,551,000	2,744,681,626	96.24%	12,679,445	10,465,471				\$4.80	\$3.813
Jul-17	2,566,373,000	2,651,891,218	96.78%	12,523,900	10,297,294				\$4.88	\$3.883
	(75,178,000)	(92,790,408)		(\$155,545)	(\$168,177)					
	-2.8%	-3.4%		-1.2%	-1.6%					
July>June	(6,530,000)	(10,096,317)		(31,866)	(39,204)					

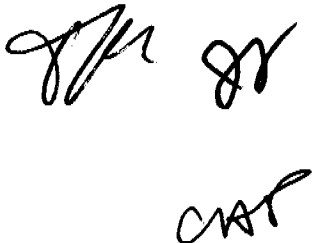
DU PAGE WATER COMMISSION SALES FY 2017-18, 2016-17 & 2015-16 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2017-18 VS. ALLOCATION



REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the May 16, 2013, DuPage Water Commission Meeting Resolution No. R-19-17	APPROVAL 	
<p>Account No(s): Task Order No. 6 -- 01-60-628000 (Not to Exceed \$15,000.00)</p> <p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, 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-19-17 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 6: Update to Existing Hydraulic Model</p> <p>The DuPage Water Commission is in need of updating its hydraulic model of their distribution system to determine flows related to the proposed 60" valve replacement as well as capacities to supply additional communities.</p> <p>However, before this analysis can be performed, the existing hydraulic model needs to be updated and recalibrated for the following reasons:</p> <ol style="list-style-type: none"> 1. System demands are significantly less than originally assumed 8-10 years ago. 2. The existing hydraulic model has not been properly calibrated since approximately 2009. <p>Once the model has been recalibrated, one (1) modeling run will be performed to analyze the Commission's system during the shutdown of one of their existing transmission main, since an existing valve is being replaced.</p> <p>MOTION: To adopt Resolution No. R-19-17</p>			

Date: August 9, 2017

DUPAGE WATER COMMISSION

RESOLUTION NO. R-19-17

DRAFT

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. AT THE AUGUST 17, 2017,
DUPAGE WATER COMMISSION MEETING

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.

Resolution No. R-19-17

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.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2017.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 6

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:

The DuPage Water Commission is interested in obtaining an updated hydraulic modeling analysis of their distribution system to determine flows related to the proposed 60" valve replacement as well as capacities to supply additional communities.

However, before this analysis can be performed, the existing hydraulic model needs to be updated and recalibrated for the following reasons:

1. System demands are significantly less than originally assumed 8-10 years ago.
2. The existing hydraulic model has not been properly calibrated since approximately 2009.
3. Based on the older, outdated system demands (and given the future addition of Bartlett), the model indicates that the Commission is not able to supply additional customers. However, we (and the Commission) do not believe this is accurate.

Additionally, after the model has been recalibrated, one (1) modeling run will be performed to analyze the Commission's system during the shutdown of one of their existing transmission main, since an existing valve is being replaced.

In order to perform the model recalibration and analysis, we would need the following information from DWC:

General System Data

1. Current IDNR water allocations for all customers
2. DWC Average day demand over the last 5 years (e.g. 85 mgd)
3. DWC Largest maximum day demand over the last 5 years (e.g. 140 mgd)
4. 2016 meter flow data for all stations
5. Pump Curves
6. Pump control and operations (e.g. Pump No. 1 turns on when tank level of Standpipe No. 1 reaches 890', etc.)
7. Pipeline C-factors (if available)

In addition, the Commission would need to select one day within the last 5 years that is approximately equal to the Commission's average day demand. For the day in question, we would need the following data:

Additional Data

1. Standpipe levels
2. Pressure at all remote operated valves
3. Pressure at all existing meter stations
4. Flow through all existing meter stations
5. Pump suction and discharge pressures
6. Any other information critical to the operation of DWC's system (operation of control valves, etc.)

The demands of each individual DWC customer will be adjusted based on the data above. Additionally, pipeline C-factors, pump controls, and control valves, will also be adjusted, and the model will be calibrated based on the data provided by DWC. Once the model has been sufficiently calibrated, and the following modeling runs will be performed:

1. Average Day Demand (2017)
2. Maximum Day Demand (2017)
3. Transmission Main Shutdown Simulation Run #1 (the exact details of the run will be determined by the Commission and provided to AECOM at a later time)

If or when future model analyses are requested by DWC (such as for Oswego and Yorkville), those analyses will be based on the updated model.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

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

None.

- 4. Commencement Date:**

June 16, 2017

- 5. Completion Date:**

12 Weeks from Notice to Proceed.

6. Submittal Schedule:

None.

7. Key Project Personnel:

Michael Winegard,

P.E.Paul St. Aubyn, 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 \$15,000.00. 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:

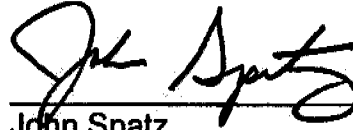
None

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

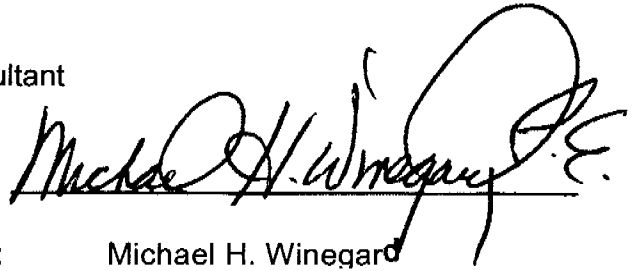
By:



John Spatz
General Manager

Consultant

A Resolution Approving and Ratifying
Certain Task Orders under a Master



Name: Michael H. Winegard

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

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

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

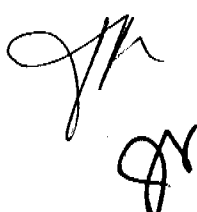

Title: Vice President

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

60601 E-mail Address: mike.winegard@aecom.com

Phone: (312) 373-6631

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-21-17	APPROVAL  

Account Numbers: 01-60-656000 (\$9,492.00)

The Commission entered into certain agreements dated December 29, 2015, with and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-21-17 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 017: This work authorization is to McWilliams Electric Co. Inc., to provide and install Single Mode fiber optic cable with 24 strands between the main pumping station building and the generator building. Test each fiber strand to the most current ANSI/TIA-568 standards and provide a report.

The existing fiber cable between the buildings is multimode fiber cable. The Commission's computer network is currently using this fiber connecting systems at 1Gbps speeds. The current network upgrade is to increase the communication speed to 10Gbps; however, the multimode fiber cable does not support 10Gbps. Staff received estimates from the two QRE Contractors and also IT Savvy LLC for comparison.

Contractor	Description	Estimate
McWilliams Electric	Provide and Install Single Mode Fiber Cable	\$9,492.00
IT Savvy, LLC.	Provide and Install Single Mode Fiber Cable	\$9,812.46
Windy City Electric	Provide and Install Single Mode Fiber Cable	\$15,438.48

The total cost for this work is not known but is estimated at \$9,492.00.

MOTION: To adopt Resolution No. R-21-17.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-21-17

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15
AT THE AUGUST 17, 2017, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-7/15"); and

WHEREAS, Contract QRE-7/15 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical 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 by this reference 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

Resolution No. R-21-17

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 constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2017

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-7.017

LOCATION:

DuPage Water Commission, 600 E. Butterfield Rd, Elmhurst, IL

CONTRACTOR:

McWilliams Electric, Inc.

DESCRIPTION OF WORK:

Provide and install Single-Mode 9/125 Indoor/Outdoor Plenum rated fiber cable from equipment room in the main building to equipment room in the generator building. There is an existing conduit path with an estimated length of 1000', must be field verified. The cable shall contain 24 strands or 2 – 12 strand cables of 9/125 Single-Mode fibers and be terminated at each end in a rack mounted patch panel with LC/UPC Duplex 9/125 Single-Mode fiber connectors with adapters. Test per most current ANSI/TIA-568 standards that pertain to Single-Mode Indoor/Outdoor Cable specs and provide report for each fiber strand.

REASON FOR WORK:

Installing new fiber cables in preparation for 10Gbps LAN interfacing to switches.

MINIMUM RESPONSE TIME:

None

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

None.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

Data sheets for the following:

- Single-Mode 9/125 Indoor/Outdoor fiber cable
- LC/UPC Duplex 9/125 Single-Mode fiber connectors and adapters
- Rack mount patch panel

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative




DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-22-17	APPROVAL   

Account Number: 01-60-771000 (Work Authorization Order Number 1)
 Account Number: 01-60-663100 (Work Authorization Order Number 2)

The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-22-17 would approve the following Work Authorization Order under the Quick Response Contracts.

Work Authorization Order No. 001 to John Neri Construction Co. Inc. This work authorization is for the installation of one 60" diameter butterfly valve located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace.

At the June 16, 2016 Commission meeting, the Board Approved Resolution R-17-16 Authorizing Work Authorization Order No. 016 under Contract QR-10/13 to John Neri Construction Co. Inc. for the installation of one 60" diameter butterfly located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace, in the estimated amount of \$305,700.00. This estimated amount was some \$32,300.00 less than the estimate of the Commission's other QR-10/13 contractor, Rossi Contractors Inc.

However, the term limit for Contract QR-10/13 expired prior to the time work on the new valve could begin. John Neri Construction Co. Inc. has agreed to honor their previous cost estimate for the work and, in so doing, Staff is recommending approving Resolution R-22-17 authorizing Work Authorization Order Number 001 to John Neri Construction Co., Inc. to install one 60" diameter butterfly valve at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace in the estimated cost of \$305,700.00.

Work Authorization Order No. 002 to John Neri Construction Co. Inc. This work authorization was issued, and the work completed, prior to Board approval and was necessary to repair a leak in a 24" ductile iron main located on Il. Rt. 53 just north of Lake Street in the City of Itasca. The cost of this work is not known but is estimated to be approximately \$95,000.00.

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 17, 2017, DuPage Water Commission Meeting</p> <p>Resolution No. R-22-17</p>	APPROVAL	
<p>Approval of Resolution R-22-17 would Approve Work Authorization Number 001 to John Neri Construction Co. Inc. for the work necessary to install one 60" diameter butterfly valve located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace in the estimated amount of \$305,700.00, and would ratify Work Authorization Number 002 to John Neri Construction Co. Inc. for the work involved to repair a leak in a 24" ductile iron water main located on Illinois Route 53 north of Lake Street in the City of Itasca in the estimated amount of \$95,000.00.</p>			
MOTION: To adopt Resolution No. R-22-17.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-22-17

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
AUGUST 17, 2017, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, with John Neri Construction Co. 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-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all of 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 by this reference 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 constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2017.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.001

LOCATION:

Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; expose, remove, deliver and offload existing 60" diameter valve at the Commission's Material Storage Facility located in Elmhurst; excavate, remove and dispose of existing pipe, fittings and spoil materials; install new valve, pipe sections, fittings, and restrain joints where necessary; backfill the excavation with suitable excavated and/or virgin materials; disinfect the isolated section of main; 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 install a 60" diameter butterfly valve.

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:

Contractor is hereby advised that part of the work will be performed continuously and without interruption until such time that the new valve and pipe is in place, and the main has been refilled and repressurized.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.002

LOCATION:

Illinois Route 53 north of Lake Street in the City of Itasca.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of a leak in a Commission 24" ductile iron water main; 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 repair a leak in a 24" ductile iron water main.

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:

Contractor is hereby advised that part of this work will be performed continuously and without interruption until such time that the pipe has been repaired and the main has been refilled and repressurized.

DUPAGE WATER COMMISSION

By:



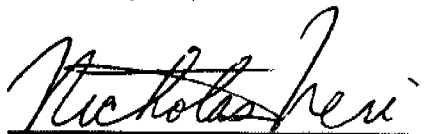
Signature of Authorized
Representative

DATE:

7-21-17

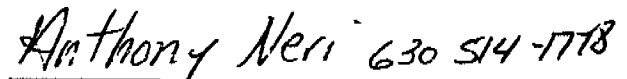
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:



Signature of Authorized
Representative

Safety Rep:





Name and 24-Hr Phone No.

DATE:

7/21/17

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations/Admin
ITEM	<p>A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy, LLC for Network Management Services.</p> <p>Resolution No. R-23-17</p>	APPROVAL 	
<p>Account Number: 01-60-629000 (\$81,564.00)</p> <p>Resolution No. R-23-17 would approve a Consulting and Network Management Service Agreement with IT Savvy LLC. for Information Technology (IT) consulting services in connection with the Commission Servers, Firewall, Switches, SAN Back-up System, Cloud Storage & Computing, Wireless Network, and other IT projects that may arise.</p> <p>The Commission relies heavily on technology to operate in the most efficient manner while minimizing staffing. Throughout the years, the Commission Information technology needs have grown to a level that has surpassed its current resources. In place of adding specialized IT staff the Commission has decided to engage the services of a IT Consulting firm to provide both remote monitoring and on-call service to allow the Commission to continue operating at the highest level of efficiency.</p> <p>Last year the Commission invited four local IT consulting firms to provide quotes for IT Consulting Services and Resolution R-26-16 was approved to engage into an agreement with IT Savvy LLC. Part of the agreement was a onetime fee of \$9,360.00 so they could remotely monitor our network infrastructure. This past year IT Savvy has kept our Servers and Workstations current with Microsoft patches and have worked with staff solving issues and maintaining our network. According to the third quarter business review there were 314 network connectivity issues, 10 system downs, and 8 hardware failures all with tickets opened and 97% of them were closed in under 1 hour. IT Savvy has been very responsive when contacted for support and addressing issues. For these reasons and the sensitive nature of the Commission's IT system, staff's recommendation is to remain with IT Savvy LLC for another year and authorize the General Manager to execute a one year agreement with IT Savvy LLC in the amount of \$6,797.00 per month for Consulting and Network Management Services.</p> <p>This represents a 1.4 % increase from last year.</p>			
MOTION: To approve Resolution No. R-23-17.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-17

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE EXECUTION OF
A CONSULTING AGREEMENT WITH IT SAVVY, LLC.
FOR CONSULTING 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 obtain monthly management services and from time to time additional IT project work , and IT Savvy, LLC, an Illinois limited Liability Corporation (“Consultant”), desires to provide monthly IT management services and from time to time additional IT project work in connection with the Commission’s information technology systems; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly management services and from time to time additional IT project work, and Consultant will provide monthly management services and from time to time additional IT project work to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desire to provide under the consulting agreement, consulting services in connection with information technology systems;

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.

Resolution R-23-17

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and IT Savvy, LLC. for Consulting 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. The General Manager shall be and hereby is authorized and directed to execute the Consulting agreement 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 Consulting Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by IT Savvy, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2017.

Chairman

ATTEST:

Clerk



savvyGuard®



NOC ACT Renewal

Presented to:

Michael Hughes
DuPage Water Commission
IT Director
hughes@dpwc.org
630-834-0100

Date Submitted

July 28, 2017

Presented by:

ITsavvy
Chris Baumgartner
Sr. Client Executive
cbaumgartner@ITsavvy.com
630.396.6307

Proposal #

07142017



July 28, 2017

Mr. Michael Hughes
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

RE: savvyGuard® — ITsavvy's Managed Service

Dear Mr. Hughes:

Thank you for the opportunity to support your organization's technology and network management needs. As requested, ITsavvy is pleased to propose this managed services solution for your current technology operations. Our goal is to improve the network's overall reliability and stability and to help lower operating costs.

We look forward to continuing our partnership with you. We are confident in our vision, our solution and our total commitment to you, our valued client.

I am personally committed to helping you achieve your business, technology and managed services objectives. I look forward to partnering with you on this project, and becoming your managed services partner, trusted IT advisor and IT products provider.

If there is anything further I can do please feel free to contact me at: 630.396.6307.

Sincerely,

Chris Baumgartner
Senior Client Executive
313 S. Rohlwing Rd.
Addison, IL 60101





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Confidentiality Statement

The information contained in this document is for the exclusive use of the client specified above and may contain confidential, privileged and non-disclosable information. If the recipient of this report is not the client or addressee, such recipient is strictly prohibited from reading, photocopying, distributing or otherwise using this report or its contents in any way.



PROPOSAL

savvyGuard® - ITsavvy's Managed Services Solution

1. Executive Summary

DuPage Water commission is an existing savvyGuard Client whose current contract is up for annual review for renewal. ITsavvy has conducted an internal asset assessment of current managed devices and recounted them for the purposes of right sizing the current offering and pricing. Any adjustments to the number of managed devices will be addressed within this scope of services.



ITsavvy, A Trusted IT Advisor and Single-Source IT Products Reseller

We understand the importance in selecting the right IT solutions provider.

It's our experience that IT operations today are looking for technology that not only solves problems but can also transform the organization. This means looking to experts with an integrated approach that is highly efficient and value-driven. This is the ITsavvy approach to IT. In effect, our solutions are designed to take care of the heartbeat of your organization.

We want you to be as confident as we are.

No matter if your IT operation is functional or strategic, you need an integrated solutions partner who can guide you through the process. This will require a great deal of mutual trust. One of our recognized strengths is our ability to build and sustain confident, trusted relationships. We succeed at this by spending time early on to fully understand what is most critical to your organization. Yes, we may be unique in our extraordinary due diligence, but this enables us to propose solutions that are cued in to specific desired outcomes. You will find evidence of our findings in the pages that follow.

We are recognized as an industry leader.

Our vendor-certified solutions architects and engineers will guide your project from architecture to post-deployment training and support. We take great pride in our holistic knowledge of IT operations. This will bring continuity to your infrastructure, and our vendor neutral approach enables us to deliver further value. Our extensive number of premier-level vendor certifications helped us earn a highly prestigious place on CRN's 2016 Tech Elite 250 list. CRN also placed ITsavvy on its Managed Service Providers Elite 150 list.

We offer integrated IT solutions and products.

At any time we can leverage the expertise of our [Engineered Solutions](#), [Managed Services](#), [Cloud Solutions](#), or [Unified Communications](#) teams. It is one of the reasons ITsavvy is becoming the industry model for integrated IT products and solutions. We believe a holistic IT operation is more strategic and more cost-effective. Our clients also find tremendous value in our [IT Products Portal](#), one of the largest of its kind. As an ITsavvy client, you have access to our inventory of well over 1,000,000 IT products and 1,000 brands. Our 46 nationwide product distribution centers deliver products faster and with lower shipping costs.

We listen. Then deliver results. You're the hero.

That's our mission. Taken in total, our integrated approach and decades of expertise lead us toward a solution that delivers impact, performance and value. We are confident of that. In summary, we are excited about the opportunity to work with you on this solution. We will ensure your satisfaction because our goal is to become your trusted IT advisor and single-source IT products partner.



2. Current Technology Situation

The DuPage Water Commission maintains a local network infrastructure at their Elmhurst, IL location in support of approximately 50 end users. The current network environment is composed of the following managed devices as detailed below:

- 50 desktops (38 are in production, 12 are part time use)
- 2 Routers
- 4 SAN's
- 22 Servers
- 5 Switches
- 1 Firewall
- 1 NAS
- 3 Virtual Host
- 2 ISP's
- 1 backup solution with 22 targets



3. Proposed Solution

savvyGuard Managed NOC Services

For monitoring, management and support of your organization's most critical assets, ITsavvy recommends implementing savvyGuard NOC ACT 24x7 managed services for a term of 36 months.

ITsavvy's NOC services provide continuous infrastructure monitoring using the most powerful Professional Services and Automation (PSA) and Remote Monitoring and Management (RMM) tools in the industry. NOC Act provides full off-site managed services for round-the-clock monitoring and management of a client's infrastructure. Our in-house, New York-based, vendor-certified technical support team will troubleshoot, remediate and report all issues and events, 24x7x365. ITsavvy's NOC personnel review incoming alerts and log files to quickly identify an issue and remediate a problem. If resolution is not possible, the problem will automatically be deployed to the Tier 3 support or ISP vendor for resolution. No action will be required on the client's part.

Solution Benefits

- Allows redeployment of IT staff, which can allow completion of more value-added projects
- Improved operating center reliability
- Reduced impact from service interruptions
- Changes IT philosophy from reactive to proactive, ensuring longer infrastructure health
- Establishes a single point of contact for resolution of network issues

Business Value Gained

- Improved competitiveness without impacting OpEx budget
- Ensured business continuity
- Improved user and client satisfaction
- Improved staff productivity

NOC

Solution Benefits

- Allows upgrades of more sophisticated systems without having to hire an expert to support them
- Allows redeployment of IT staff, which can allow completion of more value-added projects
- Reduced reliance on inexperienced or contractor NOC management
- Improved operating center reliability
- Reduced impact from service interruptions
- Changes IT philosophy from reactive to proactive, ensuring longer infrastructure health
- Establishes a single point of contact for resolution of network issues



Business Value Gained

- Improved competitiveness without impacting OpEx budget
- Ensured business continuity
- Improved user and client satisfaction
- Improved staff productivity

Methodologies / Processes

1. Startup Phase

The **Transition Startup Phase** provides the Transition Teams a clear understanding of the scope of the transition effort:

- Assemble and Orient ITsavvy & client Transition Teams
- Identify SMEs and Support Staff
- Obtain Commitments for SMEs & Support Staff
- Staff client Team & ITsavvy Team
- Establish Required Tools and Databases
- Conduct Transition Planning
- Kick-Off Meetings
- Internal Meetings (ITsavvy)
- Joint client /ITsavvy Meeting

2. Discovery Phase

The purpose of the **Discovery Phase** is to gather information about the client's current Environment as well as any specific future requirements.

- Conduct Discovery Kick-Off
- Conduct Lines of Business Discovery Activities
- Document Findings in the "Discovery Report"
- Current State
- Documentation Collected
- Touch Points
- Training Requirements
- Basic Process Flows
- Service Level Agreements
- Obtain client sign-off



3. Implementation Phase

The purpose of the **Implementation Phase** is to put the designed processes and systems in place. Activities during this phase include:

- Establish systems interfaces
- Configuration and data load of field service management platforms
- Ensuring trained field staff is available with proper security clearances
- Training & knowledge base
- Service Metrics
- Operations manual creation or update existing
- Documenting and disseminating information on new processes and procedures.
- Implement Services
- Test
- Obtain client sign-off

Client Engagement Team

Client Executive (CE) – Manages the overall business relationship with the client, guides and manages the sales process of recommended solutions or product purchases to close and acts as the primary liaison between the client and ITsavvy. Works closely with the account's Client Technology Manager and Operations Management to ensure that technology management program is being followed, support engagements are being performed properly and on time and that client satisfaction is being met or exceeded. Attends Quarterly Business Reviews with the Client Technology Manager to facilitate client communications and strengthen business relationships.

vCIO – Serves as the client's virtual IT Director. Responsible for the supervision, management, and advisement of all technology at the client account. Matches business requirements to proper technologies, ensures that the client's network is continually supportable, secure, properly sized and designed. Works closely with the Client Executive to ensure proper client communications, executes Monthly Systems Assessments and Quarterly Business Reviews.

Assigned as the primary technical resource to the managed services account. Serves as subject matter expert on client's networking, client/server and application environments. Performs or oversees required network administration. Serves as lead engineer on all implementation projects at assigned accounts. Works closely with the CE to ensure that the client's annual technology plan is executed and solutions are properly assessed, designed and implemented.



PROPOSAL

savvyGuard® - ITsavvy's Managed Services Solution

Additional Support

Onsite support for troubleshooting, moves, add, and/or changes to the network as well as to Microsoft SharePoint are not included as part of savvyGuard Managed Services and are billed additionally as time and materials. The standard rate for a Support Engineer is \$175.00 per hour although rates may vary based upon level of expertise required. Standard rate for Microsoft SharePoint support is \$225.00 per hour. It is strongly suggested that DuPage Water Commission consider a Professional Services Retainer for additional services required for the augmentation and advanced support of their Microsoft SharePoint environment, to be presented in a separate scope of work.

All standard rates apply during the Regular Business Hours of 9:00 am to 5:00 pm Monday through Friday local time. Work required outside of Regular Business Hours on weekdays is billed at 1.5 times the standard rate, weekend work is billed at double time and the client account must be in good standing at the time of request.



4. Investment

Monthly Services Investment

The quote below includes management and equipment monitoring and a One Time Setup Fee.

A detailed quote is provided on the following page. The breakdown of supportable devices is as follows:

<u>Quantity</u>	<u>Devices</u>
38	Named Windows Desktops <i>(ITsavvy will bill for and support 38 DuPage Water Commission desktop workstations. These workstations will be named, and the remaining 12 will be supported reactively on an ad hoc basis, with no formal SLA)</i>
19	Windows Virtual Servers
2	Windows Physical Servers
3	Virtual Hosts
1	Firewall
11	Switches
4	Storage Area Networks
1	Network Attached Storage
2	Managed ISP Circuits

\$6,797.00 Total Monthly Managed Services Charge

(Plus Applicable Tax & Shipping)



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND

ITsavvy LLC
 313 South Rohlwing Road
 Addison, IL 60101
 www.ITsavvy.com

Quote Details	
Quote #:	2992629
Date:	07/28/2017
Payment Method:	Net 30 Days
Client PO#:	
Shipping Method:	Ground

Bill To:
 DuPage Water Commission
 Accounts Payable
 600 East Butterfield Road
 Elmhurst, IL 60126
 United States
 630-516-1918

Ship To:
 DuPage Water Commission
 Mike Hughes
 600 E Butterfield Rd
 Elmhurst, IL 60126-4642
 United States
 630-516-1918

Client Contact:
 Michael Hughes
 (P) 630-834-0100
 hughes@dpwc.org

Client Executive:
 Jim Mundall
 (P) 630.396.6311
 (F) 630.396.6322
 jmundall@ITsavvy.com

Description: savvyGuard NOC ACT - Renewal

Item Description	Part #	Tax	Qty	Unit Price	Total
Monthly Managed Services					
1 savvyGuard NOC Act Remote Monitor/Manage Desktop	NOC-ACT-DT	N	38	\$10.00	\$380.00
2 savvyGuard NOC Act Remote Monitor/Manage Server	NOC-ACT-SVR	N	2	\$149.00	\$298.00
3 savvyGuard NOC Act Remote/Manage Virtual Server	NOC-ACT-VM	N	19	\$149.00	\$2,831.00
4 savvyGuard NOC Act Remote/Manage Virtual Host	NOC-ACT-VHOST	N	3	\$149.00	\$447.00
5 savvyGuard NOC Act Remote Monitor/Manage Network Attached Storage	NOC-ACT-NAS	N	1	\$99.00	\$99.00
6 savvyGuard NOC Act Remote Monitor/Manage Storage - Each Controller	NOC-ACT-SAN	N	4	\$399.00	\$1,596.00
7 savvyGuard NOC Act Remote Monitor/Manage Closet Based Firewall	NOC-ACT-FW	N	1	\$99.00	\$99.00
8 savvyGuard NOC Act Remote Monitor/Manage Closet Based Switch	NOC-ACT-SW	N	11	\$79.00	\$869.00
9 savvyGuard NOC Act Remote Monitor/Manage Internet Link Monitoring Plus ISP Vendor Escalation	NOC-ACT-ISP	N	2	\$89.00	\$178.00
				Subtotal:	\$6,797.00
				Shipping:	\$0.00
				Tax:	Exempt
				TOTAL:	\$6,797.00

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.



Proposal Acceptance

This proposal and all of its content has been agreed to by the following representatives:

Client

ITsavvy

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



5. Appendices

savvyGuard Client Testimonials

"When I have an IT problem, it means someone in my company can't work, and I'm losing money. ITsavvy makes my problems a priority. ITsavvy understands my needs and has been a long standing partner"

IT Manager, Wine Manufacturing Company

"Knowing that you are on the end of the phone makes my job a lot easier. Having I.T. support and assistance with ITsavvy gives me not just one person, but a whole technical department without the cost. The advice you have given to us on new equipment, servers and technology to help make our office run smoothly has always been exemplary."

IT Director, Healthcare Company

"ITsavvy addresses all our needs for hardware purchasing, installation, and support. They've gone above and beyond with help desk support, and they maintain engagement—taking on special projects and making informed recommendations."

Chief Operating Office & Vice-President, Entertainment Company

savvyGuard Client References

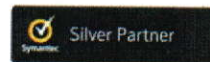
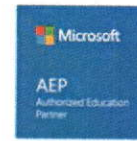
Available by request.



Awards

- 2016-2017 Tech Elite 250 - *CRN*
- 2017 Elite 150 Managed Service Provider 500 – *CRN*
- 2017 #1 in North America for Innovation in Specialist IT Solutions – *CorporateLiveWire*
- 2016 50 Best Workplaces of the Year – *The Silicon Review*
- 2016 #15 Managed Services Provider in the World – *MSPmentor 501*
- 2016 #14 Managed Services Provider in North America – *MSPmentor 501*
- 2016 Top 25 Most Recommended Data Backup & Disaster Recovery Solution Providers – *Enterprise Services Outlook Magazine*
- 2007-2016 Solution Provider 500 – *CRN*
- 2016 Top 20 Storage Providers – *Insights Success Magazine*
- 2016 20 Most Promising Virtualization Solution Providers – *CIO Review*
- 2016 20 Most Promising Networking Solution Providers – *CIO Review*
- 2015 20 Most Promising UC Solution Providers – *CIO Review*
- 2015 Circle of Excellence Award in the U.S. Cloud – *ShoreTel*
- 2009-2015 Largest Privately-held Companies in Metro Chicago – *Crain's Business*
- 2014, 2015 A+ Rating for Zero Complaints – *Better Business Bureau*
- 2014 Managed Service Providers Elite 150 – *CRN*
- 2009-2014 Fastest Growing U.S. Businesses of Its Type – *Inc. Magazine*
- 2013 Fast Growth 150 – *CRN*
- 2011-2013 Fastest Growing Companies in Metro Chicago – *Crain's Business*
- 2010 Tech 500 Fastest Growing Technology Companies in the U.S. – *Lead411*
- 2010 CEO Mike Theriault Receives Entrepreneurial Excellence Award in Growth Category – *Daily Herald Business Ledger*
- 2008, 2009 Fast Growth 100 – *Computer Reseller News*

Certifications





ITsavvy Data Center

ITsavvy's new state-of-the-art data center in Cedar Knolls, New Jersey has been designed with the highest storage, security, backup, disaster recovery and performance considerations. ITsavvy leases a dedicated space within this single-tenant facility with our own environment that has been designed and built by our ITsavvy team of storage, backup and disaster recovery engineers. The location was selected for its close proximity to our ITsavvy technical team for the benefit of smart hands if needed.

For our savvyGuard clients, we have utilized best-in-breed HP servers and an EMC SAN storage array. Your data will reside on multiple storage devices simultaneously. We have put in place a fully-redundant architecture to minimize points of failure and downtime, and we monitor our own operation 24/7/365. We can provide compliance documentation upon request.

Please let us know if you have any questions about our savvyGuard data center operation.

Data Center Highlights

- 99.999% SLA uptime guarantee
- High Density 20 kW cabinets
- Biometric authentication
- (N+1) power configurations
- Above FEMA 500-year flood plain

Compliance


- SSAE 16 audited
- HIPAA and HITECH compliant
- PCI DSS 3.0 compliant
- Safe Harbor certified
- SOC 1.0 and 2.0 certified

Security

- 24/7/365 onsite security personnel
- Three factor authentication (Proximity card, fingerprint and iris scan)
- High-definition CCTV monitoring
- Dual interlock pre-action fire suppression systems

DATE: August 6, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders for DWC Supply Line to the Village of Bartlett Project at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-25-17	APPROVAL	 CAP
Account Numbers: 01-60-711500 \$325,000.00			
<p>Resolution No. R-25-17 would approve the following Change Orders:</p> <p>Change Order No. 1 for DWC Supply Line to the Village of Bartlett Project. In efforts to reduce the overall cost and time of the project the Commission investigated various routes for this project. The Commission was able to negotiate Easement Agreements with the Evangel Assembly of God Church and the Central Sod farm. These agreements will allow the pipeline to take a more direct route and eliminate passing through residential neighborhoods.</p> <p>This Change Order would add five additional tasks to the design of the project they are as follows:</p> <ul style="list-style-type: none">Task 1. Background ResearchTask 2. Wetland DelineationsTask 3. Threatened and Endangered Species/INAI CoordinationTask 4. Restoration and Monitoring PlanTask 5. DuPage County Storm Water Permits <p>The total cost of these changes are \$54,334.77 which include credits for works related to the prior route options. These changes would increase the total contract price to \$379,344.77.</p>			
MOTION: To approve Resolution No. R-25-17			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-25-17

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
AUGUST 17, 2017 DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, 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 Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION TWO: 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.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution No. R-25-17

Change Order No. 1 for DWC Supply Line to the Village of Bartlett Project for an increase in the contract price of \$54,334.77 for a total cost of \$379,344.77.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: DuPage Water Commission
Supply Line to the Village of Bartlett

CHANGE ORDER NO. 1

LOCATION: Cook & DuPage County, Illinois

CONTRACT NO. N/A

Engineer: AECOM Engineering

DATE: August 17, 2017

I. A. DESCRIPTION OF CHANGES INVOLVED:

This Change Order would add five additional tasks to the design of the project they are as follows:

- Task 1. Background Research
- Task 2. Wetland Delineations
- Task 3. Threatened and Endangered Species/INAI Coordination
- Task 4. Restoration and Monitoring Plan
- Task 5. DuPage County Storm Water Permits

B. REASON FOR CHANGE:

- 1. Change of route for Bartlett supply line to reduce overall cost and timeline.

C. REVISION IN CONTRACT PRICE:

- 1. Increase of \$54,334.77 for a total cost of \$379,344.77.

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, remains the same.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Engineer shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

**FIRST AMENDMENT TO
TASK ORDER NO. 4**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant"), for Professional Engineering Services dated June 19 2013 (the "Contract"), Owner and Consultant agree to amend, effective as of July 5, 2017, Task Order No. 4 to the Contract for the Transmission Main to Bartlett project as follows:

2. Services of Consultants

This Section of the Agreement shall be modified to include the items in "Attachment A" which is attached to this Amendment.

8. Contract Price

Section 8, "Contract Price" of Task Order No 4 shall be, and it hereby is, amended in its entirety so that said total Contact Price shall be \$379,344.77

In all other respects, Task Order No. 4 to the Contract shall remain in full force and effect and Task Order No. 4 to the Contract shall be binding on both parties as hereinafter amended.

DuPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

AECOM TECHNICAL SERVICES, INC.

By: _____
Michael H. Winegard, P.E.
Vice President

Attachment A



AECOM
303 E. Wacker Drive
Suite 1400
Chicago, IL 60601
www.aecom.com

312 373 7700 tel
312 373 6800 fax

June 26, 2017

Mr. John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Reference: DuPage Water Commission
TW-3/17 West Transmission Main
AECOM Project No.: 60537593

Dear Mr. Spatz:

As you know, there are known wetlands located along the TW-3/17 West Transmission Main project route on the sod farm and church properties. As you may be aware, wetland delineations were not included in our original scope of the work for the subject project. Therefore, we are providing herewith our proposal (see the enclosed, which includes our fee to complete this work) to provide additional services to perform the wetland delineations and report required by DuPage County in order to obtain a DuPage County Stormwater permit for the subject project.

Also, please note that due to the change in route, additional professional services (topographic survey, easement/legal descriptions and geotechnical engineering) from our subconsultants (see enclosed) are also needed.

However, if the Catalina route had been selected, there would have been no wetland delineations, additional survey, or legal easements needed (approximately \$45,000). Also, given that the Catalina route was deemed the most probable route (at one time), DWC decided to have that route surveyed. However, the sod farm route ended up working out, which saves DWC more money in the long term, but also means the Catalina survey could not be used.

Also, if the Catalina route had been selected, only 3-4 more soil borings would have been needed, rather than 7, which we recommend due to the possibility of poor soils along the sod farm.



Please see the table below for a summary of the above mentioned items.

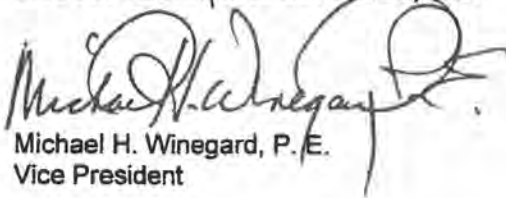
Item	Additional Work Required under Amendment No. 1	Consultant	Fee
1	Wetland Delineations	AECOM	\$26,000.00
2a	Easement/Legal Descriptions	Millennia	\$7,258.29
2b	Additional topographic survey (approximately 1 mile)	Millennia	\$9,475.70
2c	Additional horizontal control points for Catalina Drive	Millennia	\$2,648.19
2d	Survey – General Administrative and QAQC	Millennia	\$2,176.44
2e	Credit for ½ mile of additional topographic survey	AECOM	(\$4,737.85)
3a	Geotechnical Services and Soil Borings (7)	SEECO	\$13,564.00
3b	Credit for one (1) soil boring (15 VLF deep) and report	AECOM	(\$2,050.00)
PROPOSED CONTRACT AMENDMENT NO. 1 TOTAL			\$54,334.77

We are requesting an amendment to our Task Order No. 6, which will include the items shown in the table above.

Please do not hesitate to let us know if you have any questions or wish to discuss any of the attached in further detail.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.



Michael H. Winegard, P.E.
Vice President

Enclosures



DWC TW-3/17 West Transmission Main (Wetland Delineations in DuPage County)

Task 1. Background Research

Prior to AECOM performing the wetland delineation, flood plain buffer and waterbodies survey, desktop research will be conducted by gathering existing study area data and available maps from the following sources:

- United States Geological Survey (USGS) Northern Illinois Planning Commission Hydrography Dataset (NHD) and 7.5-minute topographic quadrangles
- National Wetlands Inventory maps from U.S. Fish and Wildlife Service (USFWS)
- Protected species information from USFWS and Illinois Department of Natural Resources (IDNR)
- Federal Emergency Management Agency (FEMA) National Flood Insurance Program
- DuPage County Wetland maps
- U.S. Department of Agriculture (USDA) - U.S. Natural Resource Conservation Service (NRCS) *Official Series Descriptions* and *Web Soil Survey*
- National List of Plant Species that Occur in Wetlands: Illinois (Reed 1988)
- Environmental Protection Agency (EPA) – Water Quality
- Historic aerial photography publically available on the Internet

These sources will be reviewed to determine potential wetland, flood plain buffer and waterbody areas as well as the potential for protected species or habitats to be present within the study area.

Task 2. Wetland Delineations

AECOM will conduct wetland delineations, flood plain buffer and waterbodies surveys along the proposed corridor for the DWC TW-3/17 West Transmission Main. Wetland delineations will be conducted using definitions and guidelines established in the USCOE Wetlands Delineation Manual (Environmental Laboratory 1987) and the Regional Supplement to the USCOE Wetland Delineation Manual: Midwest Region (Version 2.0) (USCOE 2010). (Farmed wetlands, if present, will be determined using the *National Food Security Act Manual*). Wetland delineations will be conducted between May 15th and October 1st. The wetland boundaries will be flagged in the field and surveyed using Global Positioning System (GPS) Trimble 6000 GEO 7x global positioning system equipment.

A Wetland Delineation Report will be issued that includes a narrative describing the physical characteristics and size of each on-site wetland, waterbody and floodplain buffer including a floristic inventory list, calculated mean C and floristic quality list and index (FQI) calculated for each on-site wetland area within the project boundaries. The report will also include representative photos of each wetland and waterbody; an NRCS DuPage County Soil Survey map with legend identifying any mapped hydric soils; IDNR Threatened and Endangered Species consultation (EcoCAT); USFWS protected species memorandum, National Wetland Inventory Map; DuPage County Inventory Map; DuPage County Regulatory Flood Plain Map and Flood Insurance Rate Map; a Site Location Map with approximate scale; USCOE data sheets; a written description of the wetlands; photographs of the wetland(s); a determination as to whether or not each wetland can be classified as a high quality aquatic resource; and a



determination as to whether wetlands identified can be classified as critical or regulatory under the DuPage County Stormwater Ordinance.

A recommendation will be made within the Wetland Delineation Report as to whether an individual wetland is anticipated to be jurisdictional Waters of the U.S. and therefore require a USCOE Section 404 permit or isolated, and therefore requiring a DuPage County Management Certificate.

Assumptions:

1. The project corridor is located primarily within areas that have been previously disturbed.
2. No coordination will be required with Illinois Historic Preservation Agency.
3. One field visit with the DuPage County Stormwater Commission will be required for the purpose of confirming wetland boundaries.
4. Exhibits displaying project plans, needed for the permit application, will be developed by AECOM.
5. Per DuPage County Countywide Stormwater and Flood Plain Ordinance, ditch wetlands should be delineated if hydric soils are present. Ditch wetlands are defined as ditches located within 50 feet of the edge of pavement, designed to accommodate stormwater runoff from the roadway only, and were excavated in areas that historically possessed upland soils. Additionally, stormwater detention ponds will only be delineated if excavated in historically hydric soils.
6. Schedule: The site visit is anticipated to require one (1) day for a field staff comprised of two (2) environmental scientists.
7. Permitting fees (including EcoCAT and DuPage County stormwater) are not included in this proposal.

Task 2. Threatened and Endangered Species/INAI Coordination

AECOM will obtain information on the potential for protected species or sensitive natural areas to be present from the IDNR and the USFWS websites. Based on data obtained from the websites, an assessment will be made as to whether or not habitat is present for protected species within the vicinity of the project. Memorandums will be developed discussing the findings, suitable for inclusion into both the DuPage County Stormwater Management Certification Application and USCOE permit applications.

Wildlife habitat assessments will be made for all wetlands and water bodies using the Modified Michigan Department of Natural Resources, as required by the DuPage County Countywide and Flood Plain Stormwater Ordinance. Datasheets will be completed for each wetland or Waters of the U.S. (WOTUS).

Assumptions:

1. The project location is located adjacent to development and is expected to have been previously disturbed. It is not expected that protected species habitat is present. Therefore, threatened and endangered species surveys will not be conducted.



Additionally, it is assumed that no coordination will be required with IDNR or USFWS for protected species.

Task 3. Restoration and Monitoring Plan

The DuPage County Stormwater Ordinance requires temporary impacts to wetlands and flood plain buffers to be restored following construction. Wetlands and flood plain buffers need to be revegetated with a comparable community and quality. AECOM will evaluate the community type, dominant species, and floristic quality of each wetland and make recommendations for restoration seed mixes.

Revegetation within the wetlands and flood plain buffers must become established within one year following construction, in order for the impacts to be considered temporary. The DuPage County Countywide Stormwater and Flood Plain Ordinance therefore will require monitoring and annual reports documenting the restoration effort for the duration of two consecutive years. AECOM will conduct two site visits per year to determine the progress on the revegetation, and provide recommendations if warranted. Annual reports will be developed for submittal to DuPage County. A final site visit with DuPage County is anticipated to confirm adequacy of the restoration effort. Any restoration costs will be by DWC's Contractor (a stormwater bond will be required as part of the Contractor's contract with DWC).

Task 4. DuPage County Stormwater Permit

The Applicant (AECOM) will submit the following items to complete the DuPage County Stormwater Permit application packet: completed Stormwater Submittal Flow Chart; completed DuPage County Countywide Stormwater and Flood Plain Ordinance Checklist; DuPage County Stormwater Management Permit Application including the following tabs:

- Tab 1: Narrative
- Tab 4: Wetlands / Wetlands Buffer
- Tab 5: Waterway Buffer
- Tab 6: Maps
- Tab 7: Restoration Plan and Monitoring
- Tab 8: Resource Maps
- Tab 9: Security

AECOM		DWC-TW-3/17 West Transmission Main (Wetland Delineations in DuPage County)					
Fee Estimate							
	Env Sci III	Sen Proj Sci	Engineer	QA/QC	Direct Costs	Total Hours	
Background Research							
	8			1	345.48	9	
Wetland delineation, Floodplain Buffer and Waterbodies Surveys							
Wetland Delineations / Habitat Assessments	8	8			\$663.84		
Report	28			4	\$1,231.92		
USACE Regional Permit & Application	16			4	\$781.92		
Wetlands - Subtotal	60	8		9	\$2,677.68	77	
Restoration and Monitoring Plan							
Development of a Restoration Plan	8			2	\$390.96		
1st Year Field Visits (2x per year)	4	4			\$331.92		
2nd Year Field Visits (2x per year)	4	4			\$331.92		
Annual Reports	8			2	\$390.96		
Restoration and Monitoring Plan - Subtotal	24	8		4	\$1,054.80	38	
Coordination							
Pre-Application Meeting with USACE	8	8			\$663.84		
Wetland Boundary Confirmation with DuPage	8	8			\$663.84		
Final Site Visit (post monitoring) with DuPage	8	8		1	\$709.32		
Coordination - Subtotal	24	24		1	\$2,037.00	49	
Wildlife Habitat Evaluations							
USFWS T&E Species Coordination	6	2			\$315.96		
IDNR T&E Species and INAI Coordination	6	2			\$315.96		
Modified Michigan Assessment	3			2	\$203.46		
Wildlife Habitat Evaluations - Subtotal	15	4		2	\$835.38	21	
DuPage County Stormwater Certification Application							
Completion of the following categories: Narrative; Wetlands/Wetland Buffer; Riparian Enviro Supplemental; Monitoring and assembly of application	48		4	4	\$2,161.92		
Tab 1: Narrative description of development, existing conditions, and proposed impacts on stormwater and flood plains.					\$0.00		
Estimate of Probable Cost for soil erosion and sedimentation control					\$0.00		
Tab 6: Site Topographic Map					\$0.00		
Tab 8: Development Security					\$0.00		
Sediment and Erosion Control Security					\$0.00		
Letter of Credit Recommendations					\$0.00		
DuPage County Stormwater Certification Application - Subtotal	48		4	4	\$2,161.92	56	
Subtotal (direct labor)	179	44	4	21	\$9,112.28	248	
Total Labor (Direct labor x 2.82)					\$25,886.57		
Other Direct Costs (ODCs)							
Printing					\$83.43		
Trimble 8000 Geo 7X (\$65.00 per day)					\$195.00		
Shipping: 3 day ground delivery					\$15.00		
ODCs- Subtotal					\$303.43		
Grand Total (ODCs + Total Labor)					\$26,000.00		



Millennia Professional Services of Illinois, Ltd.

2600 Warrenville Road • Suite 203 • Downers Grove, IL 60515 • 630.705.0110

DuPage Water Commission
Greenbrook/Central Watermain
Land Surveying Services
Supplement

SCOPE OF SERVICES

June 26, 2017

Catalina Route – Alternate Alignment

1. Survey Project Limits:
 - a. The route for this section of the proposal is "Alternative 3 – Catalina Drive".
2. Control Survey
 - a. Establish horizontal control points at 750 foot intervals. The horizontal datum will be the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment)
 - b. Establish benchmarks at minimum 2000 foot intervals. The vertical datum will be NAVD88.

~~Post Office Property Line~~

- ~~1. Survey Project Limits:
 - ~~a. Provide a Plat of Easement and Legal Description for a Temporary Construction Easement along the Post Office property line..~~~~

West of Bartels Road – Easements

1. Land Acquisition Survey
 - a. Provide Plats of Easement and Legal Descriptions for three Permanent Easements and three Temporary Easements.

West of Bartels Road – Revised Alignment

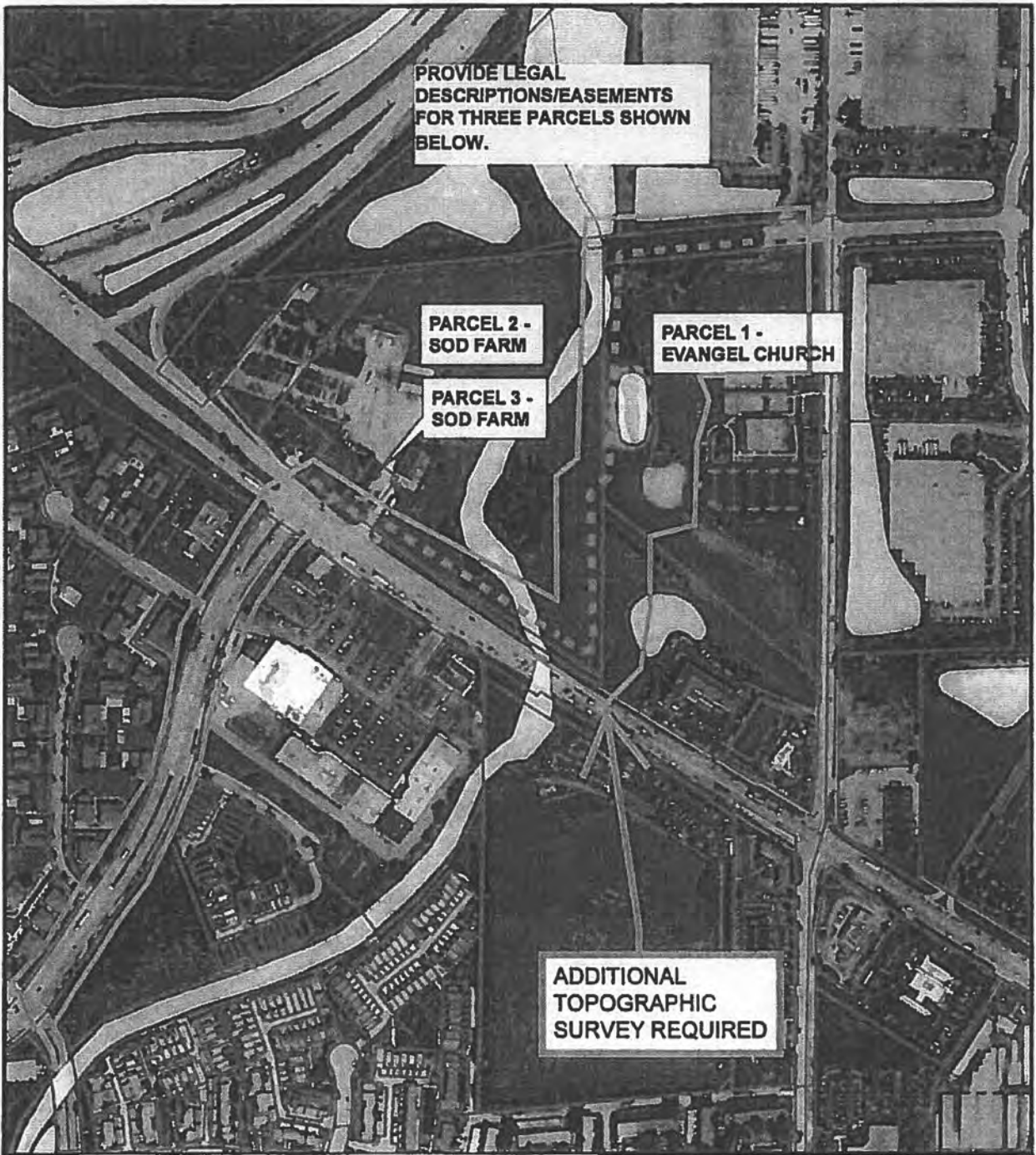
2. Survey Project Limits:
 - a. See the Survey Route on the attached aerial photograph (approximately 4200 lineal feet).
 - b. The lateral limits extend as shown on the attached aerial photograph north of Lake Street and 10 feet beyond the right of way south of Lake Street.
3. Control Survey
 - b. Establish horizontal control points at 750 foot intervals. The horizontal datum will be the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment)
 - c. Establish benchmarks at minimum 2000 foot intervals. The vertical datum will be NAVD88.
2. Topo and Cross Sections
 - a. The survey includes the location of all visible planimetric features.
 - b. Survey all visible utility structures.
 - c. Prepare measure-downs on all sewer and water structures.



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- d. Survey all traffic loop detectors.
 - e. Survey all vegetation inside the right of way
 - f. Survey the edge of water and depth of water at stream crossings as well as top of the banks.
 - g. Survey railroad track locations and top of rail elevations.
3. Office Survey
- a. Determine the approximate right of way for engineering purposes using any observed boundary or right of way evidence discovered during the survey (including sidewalk and pavement locations) and the DuPage County Tax maps.
 - b. Initiate a JULIE Design Stage Request. Correlate the JULIE information with the surveyed utility structures. Final product will be a Quality Level C utility survey. All utility lines will be drawn with text integral in the linestyle.
 - c. Produce 1' contours.
 - d. Prepare legend for all symbols.
 - e. Prepare final basemap in AutoCAD 2012 format at 1" = 50' scale.



0 100 200 300 400

APPROXIMATE SCALE IN FEET

- Legend**
- Proposed Transmission Main
 - DuPage County Parcels
 - Wetlands (based on DPC GIS)

DUPAGE WATER COMMISSION

TW-3/17 WEST TRANSMISSION MAIN
JUNE, 2017

REVISED TOPO SURVEY ROUTE

JOB NO: 60537593



SURVEY MANHOURS WORKSHEET
 DuPage Water Commission
 Greenbrook/Central Watermain
 Supplement 1



Topographic Survey	1 Person Crew Hours	2 Person Crew Hours	Office Hours	Man-Hours	Total
Administration (3% of total man-hours)					
Administration			8	8	
Total				8	8
Catalina Route - Alternate Alignment					
Horizontal Control	8		1	9	
Vertical Control		8	1	17	
Additional JULIE request			4	4	
Total				30	30
West Office Property Line					
Research			2	2	
Field Survey		4		8	
Computations			4	4	
Legal Description			3	3	
Plat of Easement			6	6	
Total				23	23
West of Bartels Road - Easements					
Research			4	4	
Field Survey		12	4	28	
Computations			16	16	
Legal Description			8	8	
Plat of Easement			20	20	
Total				76	76
West of Bartels Road - Revised Alignment					
Horizontal Control		4	1	9	
Vertical Control		4	1	9	
Topo & Cross Sections	30	8		46	
Measuredowns on Utility Structures		8		16	
ROW determination			4	4	
JULIE request, follow-up and reconciliation of original survey, measuredown sheets and JULIE information.			8	8	
Field survey processing			4	4	
CADD			24	24	
Total				120	120
QA/QC					
Final QA/QC - plat in hand field check			8	8	
Total				8	8
Total Survey Hours					265



Dupage Water Commission
Glenbrook/Central Watermain
Supplement 1

Surveying Services
Direct Cost Summary

<u>NUMBER</u>	<u>PURPOSE</u>	<u>COST EACH</u>	<u>TOTAL</u>
13	Survey Vehicle	\$ 65.00	\$ 845.00
10	Recorded Documents	\$ 5.00	\$ 50.00
<hr/>			
TOTAL DIRECT COSTS			\$ 895.00

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Millennia Professional Services of Illinois, Ltd.
PRIME/SUPPLEMENT Supplement

DATE 06/26/17
PTB NO. DuPage Water Commission Watermain

CONTRACT TERM 4 MONTHS
START DATE 6/26/2017
RAISE DATE 2/1/2018

OVERHEAD RATE 134.31%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/26/2017 - 10/25/2017				
4				
4				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Millennia Professional S DATE
Supplement
DuPage Water Commission Watermain

06/26/17

ESCALATION FACTOR

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
President	\$80.00	\$80.00
Vice-President	\$68.00	\$68.00
Senior Project Manager	\$62.85	\$62.85
Project Manager	\$48.64	\$48.64
Senior Project Engineer	\$51.60	\$51.60
Project Engineer	\$37.50	\$37.50
Engineer III	\$32.50	\$32.50
Engineer II	\$30.10	\$30.10
Engineer I	\$26.00	\$26.00
Technician V	\$44.68	\$44.68
Technician IV	\$37.36	\$37.36
Technician III	\$30.70	\$30.70
Technician II	\$24.24	\$24.24
Technician I	\$18.14	\$18.14
Administrator	\$27.87	\$27.87
Intern	\$12.19	\$12.19

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Millennia Professional Services of Illinois, Ltd.
DuPage Water Commission Watermain
Supplement

DATE 08/28/17

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Administration			Catalina Route			Post Office Property Line			West of Bartels - Easements			West of Bartels - Topo		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President	80.00																		
Vice-President	68.00																		
Senior Project Manager	62.85																		
Project Manager	48.64	73	27.55%	13.40	8	100.00%	48.64	8	20.00%	9.73	8	39.13%	19.03	32	42.11%	20.48	10	8.33%	4.05
Senior Project Engineer	51.80																		
Project Engineer	37.50																		
Engineer III	32.50																		
Engineer II	30.10																		
Engineer I	26.00																		
Technician V	44.88																		
Technician IV	37.38																		
Technician III	30.70	85	32.45%	9.98				16	53.33%	18.37	4	17.30%	5.34	12	15.79%	4.85	54	45.00%	13.82
Technician II	24.24	50	18.87%	4.57							6	26.08%	6.32	20	26.32%	6.38	24	20.00%	4.85
Technician I	18.14	56	21.13%	3.83				8	26.67%	4.84	4	17.30%	3.15	12	15.79%	2.88	32	26.67%	4.84
Administrator	27.87																		
Intern	12.19																		
TOTALS		285	100%	\$31.77	8	100.00%	\$48.64	30	100%	\$30.94	23	100%	\$33.85	76	100%	\$34.57	120	100%	\$27.55

AVERAGE HOURLY PROJECT RATES

FIRM Millennia Professional Services of Illinois, Ltd.
 PSB DuPage Water Commission Watermain
 PRIME/SUPPLEMENT Supplement

DATE 06/26/17
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC															
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
President	80.00																
Vice-President	68.00																
Senior Project Mana	62.85																
Project Manager	48.64	8	100.00%	48.64													
Senior Project Engin	51.60																
Project Engineer	37.50																
Engineer III	32.50																
Engineer II	30.10																
Engineer I	26.00																
Technician V	44.68																
Technician IV	37.36																
Technician III	30.70																
Technician II	24.24																
Technician I	18.14																
Administrator	27.87																
Intern	12.19																
TOTALS		8	100%	\$48.64													

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

June 21, 2017

Mr. Paul St. Aubyn
AECOM
303 E. Wacker, Ste. 1400
Chicago, IL 60601

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for
the DWC West Transmission Main TW 3/17,
DuPage County, IL

Dear Mr. St. Aubyn,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information supplied by email on 6/13 and 6/14/17 and have visited the site.

The scope of work SEECO is prepared to undertake is as follows:

BASE SCOPE

- Perform 4 soil borings to depths of 15', two (2) to 25' and one (1) to 35' below existing ground surface.
- The borings will be located in general accordance with the site plans provided and may be offset as required to facilitate access or to avoid utilities. Borehole depths will be to stated depths or auger/spoon refusal, (apparent bedrock), whichever is achieved first. Standard penetration test split spoon samples will be obtained at 1' intervals to 15' and at 5' intervals thereafter. Prior to drilling, the borehole locations will be scanned for buried utilities with a GPR unit and the first 5' of each borehole will be probed with a hand auger. Elevations will be interpolated from topographic survey data to be provided to us. While a truck mounted drill rig is anticipated to be utilized for most of the borings, the two (2) borings on the Church property will be performed by hand methods. Traffic control will consist of cones and signage. No permit costs are included.
- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength (Qp) will be performed on all samples. Representative samples will be tested for dry unit weight, unconfined compressive strength (Qu) and Atterberg Limits determination.
- Upon completion of the field exploration and laboratory testing a written Geotechnical Report will be prepared as a supplement to SEECO's Report No. 6834G-3 under the direction of a Registered Professional Engineer of Illinois. The report will encompass the subsurface soil conditions, laboratory data, encountered groundwater elevations, depth to apparent bedrock, if encountered and general construction considerations.

(708) 429-1666 • 7350 Duvar Drive • Tinley Park, IL 60477 • FAX: (708) 429-1689
www.seeco.com

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for
the DWC Transmission Main TW-3/17,
DuPage County, IL

June 21, 2017
Page 2

Recommendations regarding installation of the 36" transmission line will be provided. Boring logs will be prepared in lieu of profile drawings. JULIE will be contacted. SEECO is not responsible for mismarked or unmarked utilities.

The estimated costs for these services are as follows:

Geotechnical Study as Stated	\$13,564.00
------------------------------	-------------

Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required due to soil conditions will be charged at \$35.00/in. ft. Approval will be obtained prior to initiating additional work, if any. Costs assume SEECO's current insurance coverage is sufficient.

We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

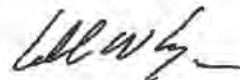
SEECO Consultants, Inc.

APPROVED:



Donald C. Cassier
Director of Field Services

Name of Firm



Collin W. Gray, S.E., P.E.
President

Authorized Signature

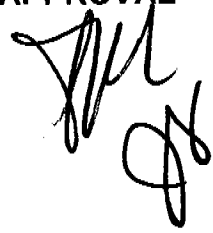

Date

Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering Committee	ORIGINATING DEPARTMENT Operations
ITEM A Resolution Directing Advertisement for A Resolution Directing Advertisement for DWC Supply Line to the Village of Bartlett Project at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-26-17	APPROVAL  
<p>Account Number: 01-60-711500</p> <p>Approval of Resolution No. R-26-17 would authorize advertisement for bids for DWC Supply Line to the Village of Bartlett Project and would establish all requirements necessary for the bidding, for the award of the contract, and for the approval of the contractor's bonds, all as required by state statute. Approval of this resolution does not authorize construction work or any expenses other than the costs associated with the publication of advertisements as required by the Water Commission Statute.</p>	
MOTION: To approve Resolution No. R-26-17.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-17

A RESOLUTION DIRECTING ADVERTISEMENT
FOR DWC SUPPLY LINE TO THE VILLAGE OF BARTLETT PROJECT

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "DWC Supply Line to the Village of Bartlett" in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Invitation for Bids" attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing bids for the performance of the Contract shall be submitted to the Commission in accordance with the "Instructions to Bidders" substantially in the form attached hereto as Exhibit B and by this reference incorporated herein and made a part hereof.

SECTION FOUR: Awarding of Contracts. The Commission will award the Contract(s) to the bidder(s) whose bid(s) are found to be in the best interests of the Commission. The bidder(s) who are receiving an award shall be determined in accordance with Article VIII of the Commission By-Laws and the Instructions to Bidders substantially in the form attached hereto as Exhibit B.

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance and payment bonds shall be subject to the requirements set forth in the Contract Documents.

SECTION SIX: Effective Date. This resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017

Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
Contract DWC Supply Line to the Village of Bartlett Project

INVITATION FOR BIDS

1. Invitation to Bid

The DUPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, **[TBD]**, 2017, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for construction work related to the DWC Supply Line to the Village of Bartlett Project, all bids will be publicly opened and read aloud.

2. Contract Documents

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein: the Invitation for Bids; the General Instructions to Bidders; the Work Authorization Order(s), if any; the General Conditions of Contract; the Specifications, and the Contract Drawings, if any; the Bidder's Proposal, including the Work History Statement; and the Contract Agreement. The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$_____ per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$_____ per set to cover postage and handling.

3. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

4. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidder's and/or their representatives shall be held at Owner's office listed above on ***[TBD]***, 2017, at 10:00 a.m. All prospective Bidder's and/or their representatives are strongly encouraged to attend the pre-bid conference.

DATED this ***[day of XXXX]*** 2017.

DUPAGE WATER COMMISSION

By: /s/ John Spatz
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

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1. Introductory Information; Examination of Contract Documents

(a) The Commission. The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, who delivers the water to the Commission in the City of Chicago, and the water is then transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's Waterworks System is included as an Appendix to the Contract Documents.

(b) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Work Authorization Order(s), if any, the General Conditions of Contract, Specifications and the Contract Drawings, if any, the Bidder's Proposal, including the Work History Statement, and the Contract Agreement, all as may be modified by Addenda, and all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted

operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(c) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(d) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(e) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be

paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

Any other applicable taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.), shall be incidental to, and included within, the rates and fees stated in proposals.

5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) Individuals. Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) Partnerships. Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) Corporations. Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: _____." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.
- (d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

7. Bid Security

(a) Requirement; Deficiencies. A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Fifty Thousand Dollars (\$50,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds. Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the preceding sentence, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) Return of Bid Securities. Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) Liquidated Damages. If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of sixty (60) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the sixty (60) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the sixtieth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. **Qualification of Bidders**

(a) **Factors.** Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) **Most Favorable Bidders.** A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

(c) **Final Determination.** The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. **Disqualification of Bidders**

(a) **More Than One Proposal.** More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is

interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) Collusion. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.

If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. Award of Contract

(a) Reservation of Rights. The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) Offers. All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid

the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. Effective Date of Award

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

17. Penalty for Collusion

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

18. Closing

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within fourteen (14) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

19. **Failure to Close**

(a) **Annulment of Award.** Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) **Subsequent Awards.** Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

20. **Time of Starting and Completion**

(a) **Commencement.** Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) **Completion.** Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Emergency Work," of the Bidder's Proposal.




(c) **Coordination and Delays.** Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

21. **Non-Discrimination**

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.*, and the provisions of 775 ILCS 10/1 *et seq.* as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part thereof.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the Bartlett Supply Line and Authorizing Execution of Associated Agreements with Alvira J. Henrici Trust No. 1 Ordinance O-8-17	APPROVAL	  
Account Number: WF 01-60-711500			
Ordinance O-8-17 would authorize the execution of a Easement Agreement with Alvira J. Henrici Trust No. 1. As stated in the attached Easement Agreement, this agreement will providing, among other things, for the Commission's construction and maintenance of certain facilities within the Commission's exclusive easement and the reimbursement by the Commission for the cost of the Easement and associated legal fees at an estimated cost of \$142,000.00.			
MOTION: To approve Ordinance No. O-8-17.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-8-17

AN ORDINANCE REQUESTING
THE INTERGOVERNMENTAL TRANSFER OF EASEMENT RIGHTS FOR THE
CONSTRUCTION AND MAINTENANCE OF BARTLETT SUPPLY LINE
AND AUTHORIZING EXECUTION OF ASSOCIATED AGREEMENTS

The Alvira J. Henrici Trust No. 1 (*Central Sod farm*)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, the Alvira J. Henrici Trust No.1 ("Central Sod Farm") is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, Central Sod Farm is willing to grant to the Commission permanent and temporary construction easements for such purposes in consideration of the sum of

Ordinance No. O-8-17

One Hundred Forty Thousand Dollars (\$140,000) and other good and valuable consideration;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Secretary or any licensed notary is authorized and directed to attest, an Easement Agreement between the DuPage Water Commission and the Central Sod Farm in the form attached hereto as Exhibit A. Upon execution and attestation by the General Manager and Secretary or licensed notary, respectively, the grants of easement for the real estate described in Exhibits A of the Easement Agreement, and all things provided for in the Easement Agreement attached hereto as Exhibit A, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-8-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Acting Clerk

EXHIBIT A

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER
COMMISSION**

JACQUELINE R. FISHER AND RANDI L. GRESHER, as Successor Co-Trustees of THE ALVIRA J. HENRICI TRUST NO. 1 UNDER DECLARATION OF TRUST DATED SEPTEMBER 24, 1985, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of One Hundred Forty Thousand and No/100 Dollars (\$140,000.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a

perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, pumps, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not use for itself, or grant to any other person or entity any easement right or other right to use, the Easement Premises below grade. Grantor hereby reserves the right to use the Easement Premises and its adjacent property above grade in any manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's

Ordinance No. O-8-17

Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Whenever Grantee and/or Grantee's Agents perform work in the Easement Premises, Grantee shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property to at least as good a condition it was prior to Grantee utilizing the temporary access. Grantee shall reimburse Grantor for any damage to Grantor's Property resulting from the temporary access, including the value of any crops damaged.

Nothing in this Easement shall permit Grantee to construct any pull off, parking or vehicle turnaround, or utilize Grantor's Property for such purposes, subject to the temporary access

provision contained herein.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2017.

**THE ALVIRA J. HENRICI TRUST NO. 1
u/t/a dated September 24, 1985**

Jacqueline R. Fisher, Co-Trustee

Randi L. Gresher, Co-Trustee

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Schrott, Luetkehans & Garner, LLC
105 E. Irving Park Road
Itasca, IL 60143

Property Address:

26 W 258 Lake Street
Ontarioville, IL 60103

Ordinance No. O-8-17

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACQUELINE R. FISHER, individually and as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2017.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDI L. GRESHER, individually and as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2017.

Notary Public

TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ____
day of _____, 2017 by and between
JACQUELINE R. FISHER AND RANDI L.
GRESHER, as Successor Co-Trustees of the
ALVIRA J. HENRICI TRUST NO. 1 UNDER
DECLARATION OF TRUST DATED
SEPTEMBER 24, 1985 (collectively referred to
as "Grantor") and the DUPAGE WATER
COMMISSION, a County Water Commission *FOR RECORDER'S USE ONLY*
Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter
"Grantee").

RECITALS

WHEREAS, the Grantee desires to construct a water main and other related fixtures and
appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said
Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's
property to allow Grantee sufficient space to construct said Facilities under the terms contained
herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, _____ () months from the date the Grantor executed this Temporary Construction Easement Agreement.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's Agents. Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall promptly cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the

Ordinance No. O-8-17

Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's Agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Prior to entering upon the Temporary Easement Area, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration,

operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

11. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of DuPage County, Illinois.

12. **Notices.** All notices to be given hereunder shall be personally delivered, sent via certified mail, return receipt requested with postage prepaid, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Jacqueline R. Fisher-Wool
11301 Lawrence Road
Harvard, IL 60033

and

Randi L. Gresher

2111 Cedar Avenue
Hanover Park, IL 60133

with a copy to: Ralph C. Hardy, Esq.
Ariano Hardy Ritt, et al.
10101 N. State Route 47, Ste. 200
Huntley, IL 60142

If to GRANTEE: John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

with a copy to: Phillip A. Luetkehans, Esq.
Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

**THE ALVIRA J. HENRICI TRUST NO. 1
u/t/a dated September 24, 1985**

DUPAGE WATER COMMISSION

Jacqueline R. Fisher, Co-Trustee

By: _____

Ordinance No. O-8-17

Its: _____

Randi L. Gresher, Co-Trustee

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
SCHIROTT, LUETKEHANS & GARNER, LLC
105 East Irving Park Road
Itasca, IL 60143
pluetkehans@slg-atty.com
630-773-8500

Exhibit B

PERMEANT EASEMENT

Parcel: 0002PE
Index No.: 02-06-401-022

That part of the Southeast Quarter of Section 6 (except the Easterly 681.77 feet thereof), Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 84 degrees 55 minutes 25 seconds West along the north line of said Southeast Quarter, 685.06 feet to the west line of the East 681.77 feet of said Southeast Quarter; thence South 0 degrees 33 minutes 33 seconds West along said west line, 731.81 feet to the point of beginning; thence continuing South 0 degrees 33 minutes 33 seconds West along said west line, 582.45 feet to the northerly line of a 15 foot wide easement granted to NICOR GAS per document R2017-070768, recorded July 14, 2017; thence North 58 degrees 15 minutes 34 seconds West along said northerly easement line, 675.71 feet to an angle point in said easement line; thence North 54 degrees 02 minutes 07 seconds West along said easement line and the westerly extension of said easement line, 351.60 feet; thence South 40 degrees 12 minutes 29 seconds West, 15.01 feet to the northerly right of way line of Lake Street per the Final Judgment Order in Condemnation Case 91-ED19 in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois; thence North 54 degrees 01 minutes 51 seconds West along said northerly right of way line, 87.67 feet to the east line of Lot 1 in Henrici Mueller Assessment Plat, recorded as Instrument 840102 on April 25, 1957; thence North 38 degrees 28 minutes 54 seconds East along said east line, 45.00 feet; thence South 54 degrees 01 minutes 52 seconds East, 436.75 feet; thence South 58 degrees 15 minutes 34 seconds East, 622.16 feet; thence North 0 degrees 32 minutes 14 seconds East, 498.75 feet; thence North 45 degrees 00 minutes 00 seconds East, 42.85 feet to the point of beginning.

Said easement containing 1.150 acres, more or less.

TEMPORARY EASEMENT #1

Parcel: 0002TE1
Index No.: 02-06-401-022

That part of the Southeast Quarter of Section 6 (except the Easterly 681.77 feet thereof), Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 84 degrees 55 minutes 25 seconds West along the north line of said Southeast Quarter, 685.06 feet to the west line of the East 681.77 feet of said Southeast Quarter; thence South 0 degrees 33 minutes 33 seconds West along said west line, 703.25 feet to the point of beginning; thence continuing South 0 degrees 33 minutes 33 seconds West along said west line, 28.56 feet; thence South 45 degrees 00 minutes 00 seconds West, 42.85 feet; thence South 0 degrees 32 minutes 14 seconds West, 498.75 feet; thence North 58 degrees 15 minutes 34 seconds West, 23.60 feet; thence North 0 degrees 31 minutes 43 seconds East, 494.43 feet; thence North 45 degrees 00 minutes 00 seconds East, 71.79 feet to the point of beginning.

Said easement containing 0.256 acres, more or less.

TEMPORARY EASEMENT #2

Parcel: 0002TE2
Index No.: 02-06-401-022




That part of the Southeast Quarter of Section 6 (except the Easterly 681.77 feet thereof), Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 84 degrees 55 minutes 25 seconds West along the north line of said Southeast Quarter, 685.06 feet to the west line of the East 681.77 feet of said Southeast Quarter; thence South 0 degrees 33 minutes 33 seconds West along said west line, 1314.26 feet to the point of beginning; thence continuing South 0 degrees 33 minutes 33 seconds West along said west line 17.58 feet, to the northerly right of way line of Lake Street per Document R2014-105275, recorded November 7, 2014; thence North 58 degrees 15 minutes 34 seconds West along said northerly line 685.56 feet; thence North 54 degrees 01 minutes 51 seconds West along the northerly right of way line of Lake Street per the Final Judgment Order in Condemnation Case 91-ED19 in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, a distance of 353.26 feet; thence North 40 degrees 12 minutes 29 seconds East, 15.01 feet; thence South 54 degrees 01 minutes 51 seconds East, 351.60 feet; thence South 58 degrees 15 minutes 34 seconds East, 675.71 feet to the point of beginning.

Said easement containing 0.357 acres, more or less.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the Bartlett Supply Line and Authorizing Execution of Associated Agreements with Evangel Assembly of God Church Ordinance O-9-17	APPROVAL	  
Account Number: WF-01-60-711500			
<p>Ordinance O-9-17 would authorize the execution of a Easement Agreement with Evangel Assembly of God Church. As stated in the attached Easement Agreement, this agreement will providing, among other things, for the Commission's construction and maintenance of certain facilities within the Commission's exclusive easement and the reimbursement by the Commission for the cost of the Easement and associated legal fees at an estimated cost of \$62,000.00.</p>			
MOTION: To approve Ordinance No. O-9-17.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-9-17

AN ORDINANCE REQUESTING
THE INTERGOVERNMENTAL TRANSFER OF EASEMENT RIGHTS FOR THE
CONSTRUCTION AND MAINTENANCE OF BARTLETT SUPPLY LINE
AND AUTHORIZING EXECUTION OF ASSOCIATED AGREEMENTS
(Evangel Assembly of God Church)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, the Evangel Assembly of God Church(" The Church") is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, The Church is willing to grant to the Commission permanent and temporary construction easements for such purposes in consideration of the sum of Sixty Thousand (\$60,000.00) and other good and valuable consideration;

Ordinance No. O-9-17

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Secretary or any licensed notary is authorized and directed to attest, an Easement Agreement between the DuPage Water Commission and The Church in the form attached hereto as Exhibit A. Upon execution and attestation by the General Manager and Secretary or licensed notary, respectively, the grants of easement for the real estate described in Exhibits A of the Easement Agreement, and all things provided for in the Easement Agreement attached hereto as Exhibit A, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-9-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Acting Clerk

EXHIBIT A

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER
COMMISSION**

EVANGEL ASSEMBLY OF GOD, an Illinois Religious Corporation, its successors, assigns, heirs, administrators and executors (hereinafter referred to as "Grantor"), for and in consideration of the sum of Sixty Thousand and No/100 Dollars (\$60,000.00), and other good and valuable consideration, in hand paid by the DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing, and removing water mains, manholes and manhole structures, pumps, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not use for itself, or grant to any other person or entity any easement right or other right to use, the Easement Premises below grade. Grantor hereby reserves the right to use the Easement Premises and its adjacent property above grade in any manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner

interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property to at least as good a condition it was prior to Grantee utilizing the temporary access. Grantee shall reimburse Grantor for any damage to Grantor's Property resulting from the temporary access, including the value of any crops damaged.

Nothing in this Easement shall permit Grantee to construct any pull off, parking or vehicle turnaround, or utilize Grantor's Property for such purposes, subject to the temporary access provision contained herein.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

Ordinance No. O-9-17

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, its, their hands and seals this _____ day of _____, A.D., 2017.

EVANGEL ASSEMBLY OF GOD

By: _____

Its: _____

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Schrott, Luetkehans & Garner, LLC
105 E. Irving Park Road
Itasca, IL 60143

5700 Bartels Road
Hanover Park, IL 60133

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually and as _____ of EVANGEL ASSEMBLY OF GOD, aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2017.

**TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____ day of _____, 2017 by and between EVANGEL ASSEMBLY OF GOD, an Illinois Religious Corporation (hereinafter "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, _____ () months from the date the Grantor executed this Temporary Construction Easement Agreement.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's Agents. Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall promptly cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon

weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's Agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Prior to entering upon the Temporary Easement Area, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise

Ordinance No. O-9-17

as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

11. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of DuPage County, Illinois.

12. **Notices.** All notices to be given hereunder shall be personally delivered, sent via certified mail, return receipt requested with postage prepaid, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

with a copy to:

If to GRANTEE:

John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

with a copy to:

Phillip A. Luetkehans, Esq.
Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed

Ordinance No. O-9-17

effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

EVANGEL ASSEMBLY OF GOD

DUPAGE WATER COMMISSION

By: _____

By: _____

Its: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
SCHIROTT, LUETKEHANS & GARNER, LLC
105 East Irving Park Road
Itasca, IL 60143
pluetkehans@slg-atty.com
630-773-8500

EXHIBIT B

PERMANENT EASEMENT

Parcel: 0001PE
Index No.: 02-06-401-017

That part of Lot 1 in Evangel Assembly of God Subdivision, being a subdivision of part of the Southeast Quarter of Section 6, Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois, as recorded on September 16, 1998 as Document R98-191592, described as follows:

Commencing at the northwest corner of said Lot 1; thence North 84 degrees 55 minutes 25 seconds East along the north line of said Lot 1, a distance of 139.82 feet to the point of beginning; thence continuing North 84 degrees 55 minutes 25 seconds East along said north line 30.12 feet; thence South 0 degrees 00 minutes 00 seconds West , 215.92 feet; thence South 45 degrees 00 minutes 00 seconds West, 194.55 feet; thence South 0 degrees 33 minutes 33 seconds West, 350.60 feet; thence South 45 degrees 00 minutes 00 seconds West, 49.99 feet to the west line of said Lot 1; thence North 0 degrees 33 minutes 33 seconds East, along said west line, 42.85 feet; thence North 45 degrees 00 minutes 00 seconds East, 7.14 feet, to the east line of a 5 foot wide easement created by said Evangel Assembly of God Subdivision; thence North 0 degrees 33 minutes 33 seconds East along said east line 350.60 feet; thence North 45 degrees 00 minutes 00 seconds East, 194.38 feet; thence North 0 degrees 00 minutes 00seconds East, 200.83 feet to the point of beginning.

TEMPORARY EASEMENT




Parcel: 0001TE
Index No.: 02-06-401-017

That part of Lot 1 in Evangel Assembly of God Subdivision, being a subdivision of part of the Southeast Quarter of Section 6, Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois, as recorded on September 16, 1998 as Document R98-191592, described as follows:

Commencing at the northwest corner of said Lot 1; thence North 84 degrees 55 minutes 25 seconds East along the north line of said Lot 1, a distance of 169.93 feet to the point of beginning; thence continuing North 84 degrees 55 minutes 25 seconds East along said north line, 40.16 feet; thence South 0 degrees 00 minutes 00 seconds West, 629.27 feet; thence North 0 degrees 00 minutes 00 seconds West, 130.22 feet; thence South 0 degrees 33 minutes 33 seconds West, 188.11 feet to northerly line of a 10 foot wide easement created by said Evangel Assembly of God Subdivision; thence North 49 degrees 59 minutes 28 seconds West along said northerly line, 103.60 feet to the east line of a 5 foot wide easement created by said Evangel Assembly of God Subdivision; thence North 0 degrees 33 minutes 33 seconds East along said east line, 12.84 feet; thence North 45 degrees 00 minutes 00 seconds East, 42.85 feet; thence North 0 degrees 33 minutes 33 seconds East, 350.60 feet; thence North 45 degrees 00 minutes 00 seconds East, 194.55 feet; thence North 0 degrees 00 minutes 00 seconds East, 215.92 feet to the point of beginning.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the Bartlett Supply Line and Authorizing Execution of Associated Agreements with the Electri-Flex Company.</p> <p>Ordinance O-10-17</p>	APPROVAL   	
Account Number: WF-01-60-711500			
<p>Ordinance O-10-17 would authorize the execution of a Easement Agreement with the Electri-Flex Company. As stated in the attached Easement Agreement, this agreement will providing, among other things, for the Commission's construction and maintenance of certain facilities within the Commission's exclusive easement and the reimbursement by the Commission for the cost of the Easement and associated legal fees at an estimated cost of \$2,000.00.</p>			
<p>MOTION: To approve Ordinance No. O-10-17.</p>			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-10-17

AN ORDINANCE REQUESTING
THE INTERGOVERNMENTAL TRANSFER OF EASEMENT RIGHTS FOR THE
CONSTRUCTION AND MAINTENANCE OF BARTLETT SUPPLY LINE
AND AUTHORIZING EXECUTION OF ASSOCIATED AGREEMENTS
(Electri-Flex Company)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, the Electri-Flex Company ("Electri-Flex") is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, Electri-Flex is willing to grant to the Commission permanent and temporary construction easements for such purposes in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration;

Ordinance No. O-10-17

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Secretary or any licensed notary is authorized and directed to attest, an Easement Agreement between the DuPage Water Commission and Electri-Flex in the form attached hereto as Exhibit A. Upon execution and attestation by the General Manager and Secretary or licensed notary, respectively, the grants of easement for the real estate described in Exhibits A of the Easement Agreement, and all things provided for in the Easement Agreement attached hereto as Exhibit A, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-10-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Acting Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 2017, by and between the DUPAGE WATER COMMISSION, a public corporation, political subdivision and unit of local government created under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq., 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 (hereinafter referred to as the "Commission"), and Electri-Flex, Company, a Delaware Corporation qualified to do business in Illinois, 222 West Central Avenue, Roselle, Illinois 60172 (hereinafter referred to as "Owner"),

WITNESSETH:

WHEREAS, Owner is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real estate shall be referred to hereinafter as the "Easement Premises;" and

WHEREAS, the Commission desires to locate a portion of its water delivery facilities in, under, along, and across the Easement Premises;

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Commission to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Owner hereby grants, conveys, warrants, and dedicates to the Commission, its successors, and assigns, a perpetual easement and right of way to

survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter (said activities hereinafter collectively referred to as "installation") water delivery facilities, together with related attachments, pipes, equipment, and appurtenances thereto (said water delivery facilities and said attachments, equipment, and appurtenances hereinafter collectively referred to as the "Facilities"), subject to the terms and conditions hereinafter set forth, in, under, along, and across the Easement Premises, together with all reasonable rights of ingress and egress across any adjoining lands of Owner necessary for the exercise of the rights herein granted. All Facilities shall be constructed below grade.

2. Owner hereby further grants to the Commission a temporary construction easement for installation of the Facilities upon, along, and across the real property described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof. Said temporary construction easement shall be used by the Commission only during periods of actual installation activity and for any necessary restoration of the Easement Premises. Said Temporary Construction Easement shall expire and be extinguished upon completion of the construction of the drainage facilities and the Commission shall prepare, execute, and record all documentation necessary to extinguish the easement. The Commission shall provide Owner with seven (7) days advance notice of the construction of the Facilities. Construction of the Facilities shall be completed within two (2) weeks from the start of same, subject to *force majeure events*.

3. The Commission agrees that installation of the Facilities shall be done and completed in a good and workmanlike manner, all at the sole expense of the Commission.

4. Upon completion of any installation, the Commission agrees to replace and grade all topsoil removed. All fences, roads, landscaping, and improvements will be restored to former condition by the Commission if disturbed or altered in any manner by installation. All sod removed will be replaced by sod of like quality and all natural grass removed will be replaced by seeding with a good quality seed.

5. To the fullest extent permitted by law, the Commission agrees that it will save and hold Owner harmless from all damages, costs, or liabilities suffered because of injury to or death of any person or persons, or damage to property, that may arise out of or as a consequence of the negligence of the Commission or its authorized agents, servants, or employees in the construction, maintenance, or repair of the Facilities.

6. Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere with the exercise by the Commission of the rights granted hereunder; provided, however, that Owner shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises, at any time whatsoever, without the express written consent of the Commission.

7. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the

parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns, and legal representatives.

8. Upon execution of this Easement Agreement, the Commission shall reimburse Owner Seventeen Hundred Dollars and No Cents (\$1,700.00) for the attorney's fees it has incurred in the negotiation of this Easement Agreement.

9. All representations and warranties contained herein shall survive the execution and recordation of this Easement Agreement and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

ATTEST:

DUPAGE WATER COMMISSION

By: _____

By: _____
John Spatz

Its: _____

Its: General Manager

ATTEST:

ELECTRI-FLEX, COMPANY

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PERMANENT EASEMENT PREMISES

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, IN LOT 11, IN FENZ ACRES, BEING A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3 (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1945 AS DOCUMENT NUMBER 479248: COMMENCING AT THE NORTHWEST CORNER OF LOT 11 AFORESAID, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 134.53 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, PERPENDICULAR TO SAID WEST LINE, 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 20.00 FEET OF LOT 11 AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

AREA = 200.00 SQUARE FEET OR 0.0046 ACRES.

EXHIBIT B

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, IN LOT 11, IN FENZ ACRES, BEING A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3 (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1945 AS DOCUMENT NUMBER 479248: COMMENCING AT THE NORTHWEST CORNER OF LOT 11 AFORESAID, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 149.53 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, PERPENDICULAR TO SAID WEST LINE, 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 20.00 FEET OF LOT 11 AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

AREA = 400.00 SQUARE FEET OR 0.0092 ACRES.

Ordinance No. O-10-17

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Spatz, personally known to me to be the General Manager of the DuPage Water Commission, a public corporation, political subdivision and unit of local government under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as General Manager of the DuPage Water Commission, as his free and voluntary act and as the free and voluntary act of said DuPage Water Commission for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of Electri-Flex Company, and _____ of said Electri-Flex Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

My Commission Expires:
