



# DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642

(630)834-0100 Fax: (630)834-0120

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE  
THURSDAY, OCTOBER 17, 2019  
6:00 P.M.**

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

## COMMITTEE MEMBERS

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

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

**RECOMMENDED MOTION: To approve the Minutes of the September 19, 2019 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-36-19:** A Resolution Awarding a Contract for the Fabrication of Valve Stem Risers (Contract VSR-2/19) **(High Speed Welding, Inc – Estimated Cost \$131,075.15)**
- V. **R-37-19:** A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service from **Altofer Power Systems – not-to-exceed \$100,000.00)**
- VI. **R-40-19:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 **(WAO No. 14 – Rossi Contractors, Inc. – Estimated Cost of \$5,000.00)**
- VII. **R-41-19:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 **(WAO No. 14 – McWilliams Electric Co., Inc. – Estimated Cost of \$1,975.00)**
- VIII. **R-42-19:** A Resolution Approving and Authorizing the Execution of a Master Agreements with Wight & Company for Professional Engineering Services **(No Cost This Action)**
- IX. **R-43-19:** A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) **(Benchmark Construction – Net Savings of \$736,986.86)**

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.

X. Old Business

XI. Other

XII. Adjournment

**MINUTES OF THE MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, SEPTEMBER 19, 2019  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order at 6:00 P.M.

Committee members in attendance: D. Bouckaert, J. Fennell, D. Novotny, F. Saverino and J. Zay

Committee members absent: None

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

Commissioner Bouckaert moved to approve the Minutes of the August 15, 2019 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino unanimously approved by a roll vote.

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

Nays: None

Absent None

Regarding Bartlett Water Service, Facilities Construction Supervisor Bostick advised that all parties have met to discuss close-out of the various projects, where minor punch-list items remain. In addition, Facilities Construction Supervisor Bostick advised that R-31-19 appears on the agenda to increase the dollar amount of the AECOM Technical Services Task Order by \$28,200.00 in order to cover additional expenses incurred in project close-out.

Regarding R-32-19, Facilities Construction Supervisor Bostick advised the Committee that a remotely operated valve actuator located in Elmhurst requires repair or replacement of the gearbox and this action will authorize Rossi Contractors to perform the work at an estimated cost of \$25,000.00.

Regarding R-35-19, Facilities Construction Supervisor Bostick advised the Committee that a standpipe mixer has failed and is outside the warranty limitations. R-35-19 is a recommendation to enter into a four-year maintenance contract which will provide for replacement of the mixer's motor and a maintenance program with Utility Service Co., at an expense of \$51,382.00.

Regarding R-30-19, Facilities Construction Supervisor Bostick advised the Committee that thirty-three valve structures require repair, replacement or adjustments of frames and lids and this action will authorize Rossi Contractors to perform the work at an estimated cost of \$229,500.00.

Regarding other Capital Improvement Plan projects, Facilities Construction Supervisor Bostick advised the Committee that the DuPage Pumping Station and Administration Building project design is progressing; the Sodium Hypochlorite System Improvements project will officially be out for bids Monday September 23<sup>rd</sup>; and the Standpipe Site

Engineering Committee Minutes 09/19/2019

Improvements project will be out for bids perhaps as early as the following week. Regarding the Generation Facility HVAC and Other Related Improvements project, General Manager Spatz advised the Committee that with unknown variables with the future SCADA project with heat loads that would be generated, there is a question of the cooling capacity required to satisfy the increased heat loads. Because of that and other discussions regarding the generation system modifications, General Manager Spatz decided to delay any further engineering until additional design details are developed.

Regarding R-34-19, General Manager Spatz advised the Committee that during the current EPA mandated review of the Vulnerability Assessment and eventual update of the Emergency Response Plan, a determination was made that a Crisis Communication Plan was necessary. General Manager Spatz further advised that the amendment to the AECOM Technical Services Task Order will provide for development of the communication plan at a not to exceed cost of \$20,000.00.

Chairman Fennell inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2 through 6 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nays: None

Absent None

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

With no other items coming before the Committee, Chairman Zay moved to adjourn the meeting at 6:13 P.M. Motion seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nays: None

Absent None



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Mike Weed *WW*  
Operations Supervisor

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Alan Stark	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer

DATE: October 9, 2019

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of September were a total of 2.21 billion gallons. This represents an average day demand of 73.8 million gallons per day (MGD), which is lower than the September 2018 average day demand of 76.2 MGD. The maximum day demand was 83.4 MGD recorded on September 11, 2019, which is lower than the September 2018 maximum day demand of 85.5 MGD. The minimum day flow was 65.7 MGD.

The Commission's recorded total precipitation for the month of September was 7.72 inches compared to 3.60 inches for September 2018. The level of Lake Michigan for September 2019 is 581.6 (Feet IGLD 1985) compared to 580.38 (Feet IGLD 1985) for September of 2018.

### Operations Maintenance

Resolution R-37-19 appears on the agenda requesting suspension of the Commission's purchasing procedures to authorize the General Manager to purchase material and labor services for the Commission's emergency generator system and ancillary equipment at a cost not-to-exceed \$100,000.00 from Altorfer Power Systems (formerly Patten Power). Altorfer is Caterpillar's sole authorized service provider in Northern Illinois and the Chicago Metropolitan area.

**Water Conservation**

Update: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. Brick will likely be installed early fall. Once the bricks have been installed, they will prepare plant beds for landscaping in spring 2020. Last week over 10 gallons of honey was harvested from the apiary. Also, they are beginning to organize new volunteers, including several eagle scout candidates, to begin construction of the Gardens entry bridge, garden boxes, and classroom pergola. All underground work, including the installation of the cistern, has been completed. The goal is to have the project substantially completed in spring 2020. The stormwater harvesting system will be completed before the end of this month.

**Bartlett Water Service**

Staff held a meeting with Village of Bartlett and Benchmark to expedite the restoration and punch-list items for the TW-3 pipeline project. A final project close-out is expected for October.

**Instrumentation / Remote Facilities Overview**

Instrumentation staff continues with routine inspections and repairs of remote facilities.

Resolution R-40-19 appears on the agenda requesting approval of Work Authorization Order No. 014 under the Quick Response Contract QR-11/17, to Rossi Contractors Inc. for the labor necessary to install a new valve in the Meter Shop. The new valve provides a means of shutting down the pressure from the 84" supply line from the Meter Shop. The Commission has the new valve and all parts for the installation.

Resolution R-41-19 appears on the agenda requesting approval of Work Authorization Order No. 014 under the Quick Response Electrical Contract QRE-8/17, to McWilliams Electric Co. Inc. for the work necessary to install a conduit between the RTU cabinet and the VFD enclosures at Tank Site 1 Pumping Station. The new conduit run is for additional wires required to allow remote reset of the VFD's when they are in a fault condition.

**Pipeline Maintenance and Construction Overview**

Pipeline staff continues inspection and repair work on distribution system blow off valves.

Resolution R-36-19 appears on the agenda recommending award of a contract for the fabrication of valve stem risers to High Speed Welding, Inc. in an amount initially totaling \$131,075.15. Proposals were opened on October 1<sup>st</sup>.

**Capital Improvement Program**

Ongoing: CDM Smith, Inc. continues engineering services for DuPage Pump Station and Administration Buildings rehabilitation which includes replacement of the Curtain Wall, replacement of the walls which surround the Commonwealth Edison Yard, and to

remediate groundwater penetration through the West Discharge Tunnel. There have been design changes requested by Staff which are being addressed by the Engineer.

The Contract for the Construction of DuPage Pump Station Sodium Hypochlorite System Improvements (Contract PSD-18/19) is currently out for bids. The project includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions. A mandatory pre-bid meeting is scheduled for October 23<sup>rd</sup> and the bid opening is scheduled for November 6<sup>th</sup>.

The Contract for the Construction of Tank Site Improvements (Contract SS-9/19) is currently out for bids. The project includes replacement and safety upgrading of control vault structures, improvement overland drainage, rehabilitation and improvement security fencing and the rehabilitation and addition of paved surfaces. A pre-bid meeting is scheduled for October 23<sup>rd</sup> and the bid opening is scheduled for November 20<sup>th</sup>.

#### **October 2019 COMMISSION AGENDA ITEMS:**

- R-36-19:** A Resolution Awarding a Contract for the Fabrication of Valve Stem Risers (Contract VSR-2/19) (**High Speed Welding, Inc – Estimated Cost \$131,075.15**)
- R-37-19:** A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service from **Altofer Power Systems at a cost not-to-exceed \$100,000.00**).
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- R-42-19:** A Resolution Approving and Authorizing the Execution of a Master Agreements with Wight & Company for Professional Engineering Services (**No Cost This Action**)
- R-43-19:** A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) (**Benchmark Construction – Net Credit of \$7XX,XXX**) Meeting.

**Attachments**

1. DuPage Laboratory Bench Sheets for September 2019
2. Water Sales Analysis 01-May-2016 to 30 September- 2019
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2019/191009.docx>



DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR SEPTEMBER 2019

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	1.00	0.09	0.49	1.00	0.10	62	7.5	0.7	0.50	0	AM
2	0.95	0.10	0.53	1.02	0.09	62	7.7	0.7	0.57	0	RC
3	1.14	0.10	0.53	1.08	0.10	64	7.7	0.8	0.56	0	RC
4	1.00	0.09	0.51	1.00	0.09	63	7.6	0.8	0.54	0	AM
5	0.96	0.10	0.50	0.99	0.11	62	7.5	0.9	0.51	0	AM
6	1.00	0.08	0.57	1.00	0.09	62	7.4	0.8	0.52	0	AM
7	0.96	0.08	0.58	0.98	0.09	62	7.5	0.8	0.54	0	KD
8	0.93	0.08	0.62	0.94	0.09	62	7.6	0.7	0.57	0	KD
9	1.00	0.08	0.57	0.97	0.09	62	7.5	0.8	0.55	0	AM
10	1.00	0.09	0.59	1.00	0.10	64	7.5	0.8	0.55	0	AM
11	1.00	0.09	0.58	1.00	0.09	64	7.5	0.8	0.55	0	KD
12	1.10	0.09	0.59	1.10	0.09	62	7.7	0.8	0.54	0	KD
13	1.00	0.09	0.59	1.00	0.09	62	7.7	0.8	0.56	0	KD
14	1.00	0.08	0.58	1.00	0.10	61	7.5	0.8	0.58	0	AM
15	1.10	0.08	0.58	1.00	0.09	61	7.5	0.8	0.60	0	AM
16	0.98	0.10	0.60	1.00	0.10	63	7.5	0.8	0.57	0	KD
17	0.98	0.09	0.55	1.00	0.10	64	7.7	0.7	0.62	0	KD
18	1.10	0.09	0.59	1.10	0.10	63	7.5	0.8	0.63	0	AM
19	1.10	0.09	0.59	1.10	0.15	63	7.5	0.8	0.58	0	AM
20	1.00	0.10	0.58	1.00	0.09	63	7.5	0.8	0.59	0	AM
21	1.00	0.09	0.57	1.00	0.09	62	7.6	0.8	0.57	0	KD
22	1.10	0.09	0.55	1.00	0.09	60	7.7	0.8	0.52	0	KD
23	1.00	0.07	0.59	0.98	0.09	62	7.5	0.8	0.53	0	AM
24	1.10	0.09	0.55	1.00	0.08	60	7.5	0.8	0.56	0	AM
25	1.10	0.09	0.57	1.00	0.09	60	7.6	0.8	0.56	0	KD
26	1.10	0.09	0.58	1.10	0.09	60	7.5	0.8	0.59	0	KD
27	1.00	0.08	0.56	1.00	0.08	58	7.6	0.8	0.65	0	KD
28	0.81	0.07	0.62	1.00	0.12	60	7.7	0.8	0.63	0	CT
29	1.10	0.07	0.59	1.00	0.08	58	7.6	0.8	0.56	0	CT
30	0.95	0.08	0.56	1.00	0.11	57	7.5	0.7	0.63	0	KD
31										0	
AVG	1.02	0.09	0.57	1.01	0.10	62	7.6	0.8	0.57	0	
MAX	1.14	0.10	0.62	1.10	0.15	64	7.7	0.9	0.65	0	
MIN	0.81	0.07	0.49	0.94	0.08	57	7.4	0.7	0.50	0	

  
Terrance McGhee  
Manager of Water Operations

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-19

PER DAY AVERAGE 78,856,969

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
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	\$10,485,471.04	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	96.46%	\$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
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,862,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
TOTALS (1)	789,673,687,798	812,393,253,795	97.20%	\$1,689,798,581.81	\$1,495,438,701.74	811,388,875	0.10%	97.30%	\$2.11	\$1.841

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

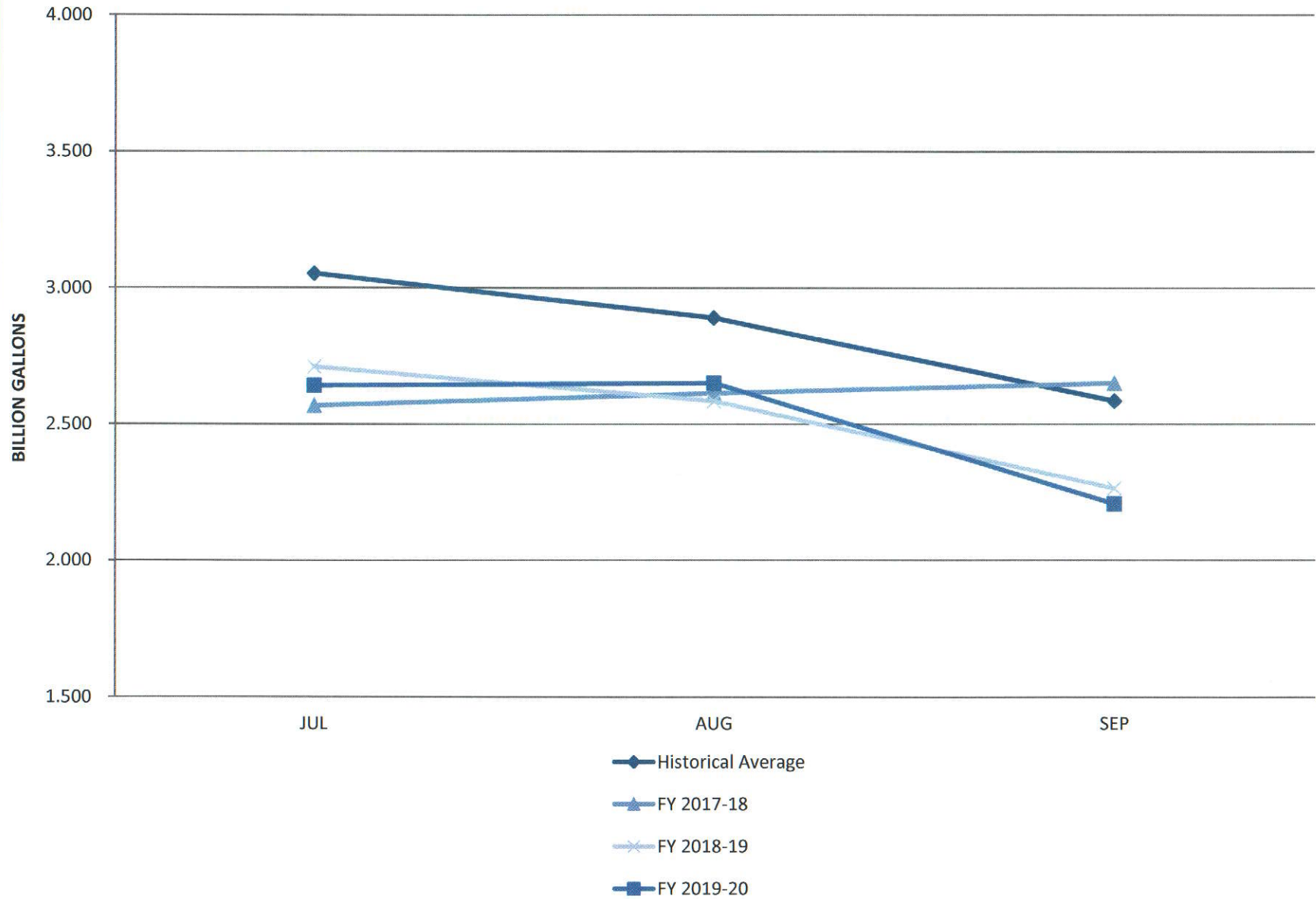
Sep-18	12,140,626,000	12,590,198,313	96.43%	59,974,693	49,501,464				\$4.94	\$3.932
Sep-19	11,754,235,000	12,109,305,973	97.07%	58,418,548	48,065,756				\$4.97	\$3.969
	(386,391,000)	(480,892,340)		(\$1,556,145)	(\$1,435,709)					
	-3.2%	-3.8%		-2.6%	-2.9%					

Month

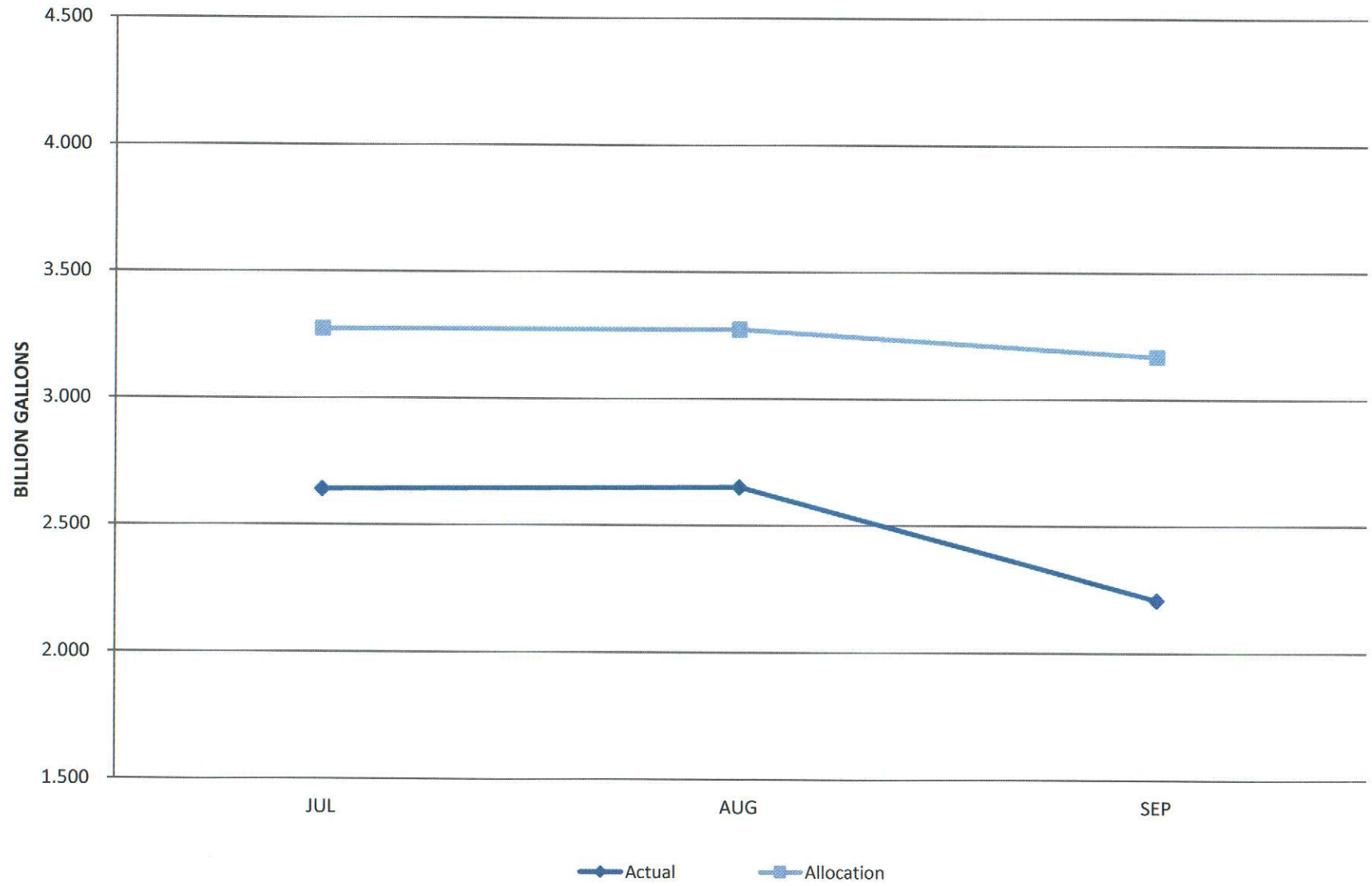
Sep-18	2,263,628,000	2,346,754,816	96.46%	11,182,322	9,253,254				\$4.94	\$3.943
Sep-19	2,206,442,000	2,264,715,472	97.43%	10,966,017	9,002,244				\$4.97	\$3.975
	(57,186,000)	(82,039,344)		(\$216,306)	(\$251,010)					
	-2.5%	-3.5%		-1.9%	-2.7%					

Sept>Aug (443,254,000) (470,526,800) (2,202,972) (1,870,344)

## DU PAGE WATER COMMISSION SALES FY 2019-20, 2018-19 & 2017-18 VS. HISTORICAL AVERAGE






### DU PAGE WATER COMMISSION SALES FY 2018-19 VS. ALLOCATION



DATE: October 10, 2019

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Awarding a Contract for the Fabrication of Valve Stem Risers (Contract VSR-2/19)  Resolution No. R-36-19	<b>APPROVAL</b>	  

Account No.: 01-60-751000

Pursuant to the Boards approval of Resolution R-29-19, A Resolution Directing Advertisement on a Contract for the Fabrication Of Valve Stem Risers (Contract VSR-2/19) Staff solicited sealed proposals for the fabrication of valve stem risers by direct invitation, as well as by posting notice on the Commission's website, and by notice published in the *Daily Herald and The Chicago Tribune* on August 26<sup>th</sup> and 27<sup>th</sup> 2019.

Sealed bids were received until 1:00 p.m., local time, October 1<sup>st</sup>, 2019, at which time all bids were publicly opened and read aloud. Of the five (5) companies that requested copies of the RFP document, five (5) proposals were received. Of the five proposals received (see tabulation below), the proposal of High Speed Welding Inc. was deemed the most favorable to the interests of the Commission

High Speed Welding Inc.	\$ 131,075.15
Rossi Contractors, Inc.	\$ 249,622.00
John Neri Construction Co., Inc.	\$ 257,295.00
Advanced Welding Ltd.	\$ 258,817.00
Create Cut Invent	\$ 325,762.00

Approval of Resolution No. R-36-19 would award the Contract for the Fabrication of Valve Stem Risers to High Speed Welding Inc. for the unit prices set forth in its Contract/Proposal, initially amounting to \$131,075.15

**MOTION:** To adopt Resolution No. R-36-19.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-36-19

A RESOLUTION AWARDING A CONTRACT FOR THE  
FABRICATION OF VALVE STEM RISERS (CONTRACT VSR-2/19)

WHEREAS, sealed proposals for the Valve Stem Riser Fabrication were received on October 1<sup>st</sup>, 2019; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of High Speed Welding Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for the Fabrication of Valve Stem Risers Fabrication to High Speed Welding Inc. for the unit prices set forth in Its Contract/Proposal, initially amounting to \$131,075.15, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

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

Resolution No. R-36-19

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/2019/R-36-19.docx

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b> Operations
<b>ITEM</b>	<p>A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment, at a cost not-to-exceed \$100,000.00 from Altofer Power Systems.</p> <p>Resolution No. R-37-19</p>	<p><b>APPROVAL</b></p> <p><i>MW</i></p> <p><i>JR</i>      <i>CM</i></p>
<p>Account Number: 01-60-656000 and 01-60-662100</p> <p>Resolution No. R-37-19 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Altofer Power Systems. Altofer Power Systems formerly known as Patten Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area. Altofer Power Systems acquired Patten Power in 2018.</p> <p>The Commission's emergency generator system, which includes five Caterpillar generators provide emergency power to operate the DuPage Pumping Station's large service pumps during utility power loss events.</p> <p>Altofer Power Systems provides factory-trained technicians, customer service and support associated with Caterpillar products. Patten Power Systems now Altofer Power Systems provided the following services during and post construction of the Commission's PSD 7 Generator Facility Project: supervised the generator installation, customer/vender equipment start up, staff training, warranty and product enhancement service. Altofer Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.</p> <p>Material and labor services would be used on an as needed basis.</p>		
<p><b>MOTION:</b> To approve Resolution No. R-37-19.</p>		



DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-19

A RESOLUTION  
SUSPENDING PURCHASING PROCEDURES  
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND  
LABOR SERVICE FOR THE COMMISSION'S EMERGENCY GENERATOR SYSTEM  
INCLUDING ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$100,000.00  
FROM ALTOFER POWER SYSTEMS.

WHEREAS, the DuPage Water Commission's emergency generator system includes five Caterpillar generators that provide emergency power to operate the Commission's large service pumps during utility power loss events; and

WHEREAS, Altofer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Altofer Power Systems provide's factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Patten Power Systems now Altofer Power Systems provided the Commission the following services during and post construction of the PSD 7 Generator Facility Project: supervised generator installation, vender/customer equipment start up, staff training, warranty and product enhancement service; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Altofer Power Systems;

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 as if fully set forth.

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is here by granted the authority to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Altofer Power Systems on an as needed basis without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation / Remote Facilities				
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the October 17, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-40-19</p>	<p><b>APPROVAL</b></p> <p style="text-align: right;"><i>jws</i></p> <p style="text-align: center;"><i>(A3)</i>     <i>JK</i>     <i>AMP</i></p>					
<p>Account Number: 01-60-662300 (Estimated Cost of \$5,000.00)</p>							
<p>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-40-19 would approve the following Work Authorization Order under the Quick Response Contracts.</p>							
<p><b>Work Authorization Order No. 014:</b> This work authorization is to Rossi Contractors Inc. and the work was completed, prior to board approval. The work was necessary to install a new ball valve with electrical isolation in the Meter Shop above the 3-Way valve prior to starting the annual customer meter testing program. Cathodic corrosion has been taking place on the 10" return pipe to the 84" supply. Adding an isolation kit will help the corrosion and adding the new valve provides a means of shutting down the pressure from the 84" supply in the Meter Shop. The Commission has the new valve and all the parts for the installation. Staff solicited cost estimates for this work from both of its QR-11 contractors and the results are listed in the table below:</p>							
<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">Rossi Contractors Inc.</td> <td style="padding: 5px; text-align: right;">\$5,000.00</td> </tr> <tr> <td style="padding: 5px;">John Neri Construction Co Inc.</td> <td style="padding: 5px; text-align: right;">\$6,800.00</td> </tr> </table>				Rossi Contractors Inc.	\$5,000.00	John Neri Construction Co Inc.	\$6,800.00
Rossi Contractors Inc.	\$5,000.00						
John Neri Construction Co Inc.	\$6,800.00						
<p>Approval of Resolution R-40-19 would approve Work Authorization Order No. 014 to Rossi Contractors Inc. for the installation of a new valve in the Meter Shop at an estimated cost of \$5,000.00.</p>							
<p><b>MOTION:</b> To adopt Resolution No. R-40-19.</p>							

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-40-19

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE  
OCTOBER 17, 2019, 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 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 Attachment A shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

Resolution No. R-40-19

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-11/17: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-11.014**

**LOCATION:**

Meter Shop in Main Pumping Station, 600 E. Butterfield Rd, Elmhurst

**CONTRACTOR:**

Rossi Contractors, Inc.

**DESCRIPTION OF WORK:**

Install owner provided 10" valve, spool piece and isolation kit above existing 3-Way valve in Meter Shop. Existing 10" Flanged to plain end pipe to be removed and cut to appropriate length and used with owner provided 913 flanged coupling to complete piping to 3-Way valve.

**REASON FOR WORK:**

Adding valve above 3-Way valve for additional isolation from 84" supply. Adding isolation kit due to signs of cathodic corrosion occurring on piping.

**MINIMUM RESPONSE TIME:**

N/A

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

Qty 1 – 10" Ball valve  
Qty 1 – 10" Spool piece  
Qty 1 – 10" Flange Isolation kit  
Qty 1 – 10" 913 Flange coupling  
All necessary nuts, bolts, and flange gaskets  
10" flanged to plain end pipe to be cut to fit on site

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

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

N/A

**DUPAGE WATER COMMISSION**

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

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

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




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

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

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



**REQUEST FOR BOARD ACTION**

<p><b>AGENDA SECTION</b> Engineering &amp; Construction Committee</p>	<p><b>ORIGINATING DEPARTMENT</b> Instrumentation/ Remote Facilities</p>				
<p><b>ITEM</b> A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the October 17, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-41-19</p>	<p><b>APPROVAL</b></p> <p style="text-align: right;"><i>Jul</i></p> <p style="text-align: center;">    </p>				
<p>Account Numbers: 01-60-663300 (Estimated Cost \$1,975.00)</p> <p>The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-41-19 would approve the following Work Authorization Order under the Quick Response Electrical Contract.</p> <p><b>Work Authorization Order No. 014:</b> This work authorization is to McWilliams Electric Co., Inc., to install a conduit between the RTU cabinet and the VFD enclosures at Tank Site 1 Pumping Station. The new conduit run is for additional wires required to allow remote reset of the VFD's when they fault. Staff solicited cost estimates for this work from both of its QRE-8/17 contractors and the results are listed in the table below:</p> <table border="1" data-bbox="430 1365 1177 1480" style="margin-left: auto; margin-right: auto;"> <tr> <td>McWilliams Electric Co. Inc.</td> <td>\$1,975.00</td> </tr> <tr> <td>Volt Electric, Inc.</td> <td>\$5,024.00</td> </tr> </table> <p>Approval of Resolution R-41-19 would approve Work Authorization Order No. 014 to McWilliams Electric Co. Inc. for the installation of a new conduit at Tank Site 1 Pumping Station at an estimated cost of \$1,975.00.</p> <p><b>MOTION:</b> To adopt Resolution No. R-41-19.</p>		McWilliams Electric Co. Inc.	\$1,975.00	Volt Electric, Inc.	\$5,024.00
McWilliams Electric Co. Inc.	\$1,975.00				
Volt Electric, Inc.	\$5,024.00				

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-41-19

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17  
AT THE OCTOBER 17, 2019, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-8/17"); and

WHEREAS, Contract QRE-8/17 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;

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

Resolution No. R-41-19

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 \_\_\_\_\_, 2019

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT**

**PROJECT: QRE-8.014**

**LOCATIONS:**

Tank Site 1 Pumping Station, Near Monaco Dr. and Central Ave, Roselle

**CONTRACTOR:**

McWilliams Electric Co. Inc.

**DESCRIPTION OF WORK:**

Provide and install 1" GRC conduit between the RTU cabinet and the three VFD drive cabinets. Provide pull string and 6-16 ga stranded wires using two different colors. Two wires for each VFD.

**REASON FOR WORK:**

Existing conduits do not have enough room for the additional wire to add a remote reset function for the VFD's through the RTU.

**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:**

None

**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:**

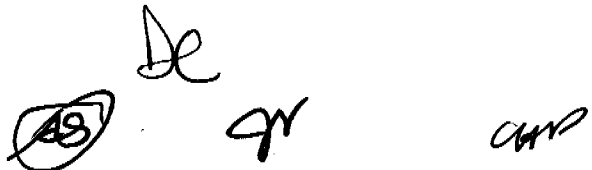
By: \_\_\_\_\_  
Signature of Authorized  
Representative

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

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

Date October 8, 2019

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Engineering
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of a Master Agreements with Wight & Company for Professional Engineering Services  Resolution No. R-42-19	<b>APPROVAL</b>	
Account Nos: 01-60-628000			
As directed by the Board of Commissioners to engage additional Engineering firms and update existing contract provisions.			
Resolution No. R-42-19 would authorize the General Manager to enter into a master agreements with Wight & Company for professional engineering services in connection with various projects as they arise. This master agreements would allow the commission to obtain 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. This master agreements would allow for the ease of administration between the Commission and the consultant to work under pre-agreed upon terms, conditions, and rates for such discrete projects described in task orders to be approved by the commission and consultant.			
<b>MOTION:</b> To adopt Resolution No. R-42-19.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-42-19

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A MASTER AGREEMENT WITH WIGHT & COMPANY  
FOR PROFESSIONAL ENGINEERING 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 from time to time, and Wight & Company, desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

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

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

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

SECTION TWO: Master Agreements between the DuPage Water Commission and Wight & Company for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as



Resolution No. R-42-19

Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master 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 Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by Wight & Company.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-42-19.docx

EXHIBIT 1

**CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
***Wight & Company***  
**FOR**  
**GENERAL ENGINEERING SERVICES**  
**FOR THE DuPAGE WATER COMMISSION**

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**ATTACHMENT A – Supplemental Schedule of Contract Terms**

**ATTACHMENT B – Scope of Services**

**ATTACHMENT C – Submittal Schedule**

**ATTACHMENT D – Special Project Requirements**

**ATTACHMENT E – Typical Plans, Sections, Schedules, Notes and Details**

**CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
***Wight & Company***  
**FOR**  
**GENERAL ENGINEERING SERVICES**  
**FOR THE DuPAGE WATER COMMISSION**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Wight & Company, 2500 N. Frontage Road, Darien, IL 60561,, a C-Corporation ("Consultant"), make this Contract as of the [ ] day of [ ], 2019, and hereby agree as follows:

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

**1.1 Performance of the Services**

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

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

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

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

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

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

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

## 1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

Notwithstanding any other provision of this Contract, Consultant, including the Consultant's subconsultants, if any, shall not be responsible for any delay, default, or nonperformance hereunder, if and to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, or any other cause beyond the reasonable control of such party.

## 1.7 Consultant's Personnel and Subcontractors

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

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

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner



satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

D. Safety. Consultant shall be responsible for providing and maintaining safe conditions for its employees at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. To the extent of protecting its employees, Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

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

Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

### **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility

locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate this Contract in the event of any suspension that exceeds a period of 90 days.

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

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease

in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

## **2.2 Delays**

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

## **2.3 No Constructive Change Orders**

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

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

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

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

expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

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

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

### **3.2 Corrections**

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the reasonable satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract.

### **3.3 Risk of Loss**

Consultant shall be responsible for damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a direct result of any such negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have

been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

#### **4.2 Indemnification**

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

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

#### **5.1 Contract Price**

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

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

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

#### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In

addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

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

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the payment for Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

#### **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, nonconforming or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of

Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or start to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured or if efforts to cure with due diligence are not started by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

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

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

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

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

1. Owner may require Consultant, within such reasonable time as may



be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.

2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover direct damages suffered by Owner.

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

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

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

### **7.1 Binding Effect**

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

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

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

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

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

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

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

### **7.4 Assignment**

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

### **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. Confidential information shall not include any information

of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

#### **7.6 No Waiver**

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

#### **7.7 No Third Party Beneficiaries**

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

#### **7.8 Notices**

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

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: **Alan Stark**

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

**Wight & Company**  
**2500 N. Frontage Road, Darien, IL 60561**

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Attention: **Pete Mesha, PE,**  
**Group President, Transportation & Infrastructure**

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

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

#### **7.9 Governing Laws**

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

#### **7.10 Changes in Laws**

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

#### **7.11 Compliance with Laws and Grants**

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

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

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under this Contract, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the

Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Unless Owner shall consent in writing to the earlier destruction of the Documents, Consultant shall maintain files of all Documents for a period of five years after termination of this Contract. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

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

#### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

#### **7.16 Amendments**

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

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

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Clerk

General Manager

Attest/Witness:

**Wight & Company**

By: Patrick E. Cermak

By: Peter H. Mesha

Name: Patrick Cermak

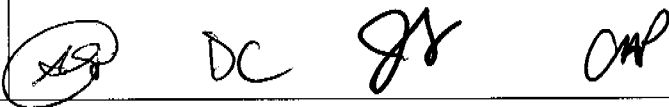
Name: Peter H. Mesha, PE

Title: President

Title: Group President – T & I

DATE: October 10, 2019

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Coordinating Engineer
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) at the October 17, 2019, DuPage Water Commission Meeting  Resolution No. R-43-19	<b>APPROVAL</b>	
Account Numbers: 01-60-711500 – Net Savings \$736,986.86			
Resolution No. R-43-19 would approve the following Change Orders:			
<b>Change Order No. 4 to Contract for the Construction of the West Transmission Main (Contract TW-3/17)</b>			
<ol style="list-style-type: none"><li>1. Included in the Contract Proposal are several indeterminate unit price items. The exact number of units was to be determined and Contract Price modification is as listed in the table attached and reflects a savings of \$736,986.86</li><li>2. Additional Work Required by DuPage County DOT of Greenbrook Blvd. at an additional cost of \$5,200.00</li><li>3. Field Order No. 7 which modified the piping layout and revision of materials required to make connection to the Bartlett Metering Station at an additional cost of \$11,776.00</li><li>4. Remaining contractual work for Bartlett Water Main Extension Contract is \$7,582.30</li><li>5. Release of contractual retainage of \$807,982.83</li><li>6. A Contract Extension of 109 Calendar Days.</li></ol>			
The Project Engineers and Staff have reviewed the Engineer's and Contractor's calculation of additional units and have determined the accuracy of said units.			
The Engineer and Staff are recommending a Contract Time Extension and modifying the Contract Completion Date to October 17, 2019 to perform all work mentioned above.			

Resolution No. R-43-19

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Coordinating Engineer
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) at the October 17, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-43-19</p>	<b>APPROVAL</b>	
<p>The granting of Final Acceptance will allow the General Manager to provide Final Payment and release of all funds held in Retainage to the Contractor upon receipt of all contractually required documentation.</p>			
<p>Approval of this Change Order would decrease the net Contract Price by \$736,986.86 revising the Contract Price to \$16,271,130.00 for a 18.6% net increase in Contract Price. This includes all work added by previous Change Order to allow Bartlett Distribution System improvements necessary to accept Lake Michigan Water.</p>			
<p><i>This Change Order, which includes all Extra Work stated herein, were undertaken to provide the Village of Bartlett Lake Michigan water and are fully reimbursable by the Village of Bartlett. In addition, all Extra Work and the associated costs have been vetted by the Village of Bartlett without any exception.</i></p>			
<p>Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-43-19.</p>			



**DRAFT**

DUPAGE WATER COMMISSION

RESOLUTION NO. R-43-19

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
OCTOBER 17, 2019, 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

Resolution No. R-43-19

1. Change Order No. 4 to the Contract for the Construction of the West Transmission Main (Contract TW-3/17) for a \$736,986.86 savings in the Contract Price due to the inclusion of indeterminate items, additional work, a contract time extension and granting of Final Acceptance.

**DuPAGE WATER COMMISSION  
CHANGE ORDER NO. 4**

Dated: 10/17/2019

PROJECT NAME: TW-3/17 West Transmission Main and Bartlett Water Main Extension

LOCATION: Bartlett, Hanover Park, and Roselle, Illinois

CONTRACTOR: Benchmark Construction

I. DESCRIPTION OF CHANGES INVOLVED AND COST:

**A. Final Balancing Change Order**

Balancing change order for all contract unit price items not used in the contract and change order (including change orders below) corrections (**\$736,986.86**). This number represents a deduction from the total contract value.

**B. Structure Adjustments for the DuDOT Greenbrook Blvd. Resurfacing Project.**

The DuPage County Division of Transportation's Greenbrook Boulevard Resurfacing Project requires the adjustment of four (4) underground structures newly installed under this TW-3/17 water main project. The adjustments include the removal of the frame and lid before milling and then resetting the frame after the level binder has been placed. A total of four adjustments at \$1,300/each were required for a total of **\$5,200.00**.

**C. Field Order No. 7 – Revisions (298+68 to 299+25).**

Field Order No. 7 ordered the elimination of the air release and access manhole at station 298+77 and termination of the TW-3/17 piping immediately west of the adjacent 30-inch diameter butterfly valve to allow the DuPage Water Commission's (DWC) meter station contractor enough room to make connection to the TW-3/17 west transmission main. The revisions eliminated previously fabricated items, including a 30" x 24" TR Flex Tee (1 EA at \$6,500.00), 30" TR Flex Pipe (11 LF at \$123/LF), 30" TR Flex Plug (1 EA at \$2,150.00), and Precast Concrete Vault (1 EA at \$1,773.00) as a part of this contract that have been delivered to and accepted by the DWC. The total cost for Field Order No. 7 is a total of **\$11,776.00**.

II. CHANGE ORDER CONDITIONS:

A. Substantial and Final Completion:

- 1) Original Substantial Completion date was March 15, 2019. The date for Substantial Completion of the Work established in the Agreement or as modified by subsequent Change Orders is hereby changed by zero (0) days, maintaining the Substantial Completion date of the Work March 15, 2019.
- 2) Original Final Completion date was April 1<sup>st</sup>, 2019. The date for Final Completion of the Work established in the Agreement or as modified by subsequent Change Orders was changed by ninety (90) days revising the final completion date of the Work June 30<sup>th</sup>, 2019. The date for Final Completion of the as modified by this Change Order is hereby changed by one-hundred and nine (109) calendar days revising the final completion date of the Work to October 17, 2019.

B. Any additional Work to be performed under this Change Order shall be carried out in compliance with the Specifications included in the preceding Description of Changes Involved, the attached Drawings and under the provisions of the Agreement and Contract Documents, including compliance with the applicable Specifications for the same type of Work.

C. This Change Order, unless otherwise provided herein, does not relieve Contractor from strict compliance with the provisions of the Agreement and Contract Documents.

D. Contractor shall place under coverage of its Maintenance & Guarantee Bond, Performance Bond, Payment Bond and insurances, all Work covered by this Change Order.

E. The costs established under this Change Order are acknowledged as including any and all costs associated with the Work described herein and including any and all costs associated with any and all Work performed or to be performed by the Contractor that may be affected in any manner by the Work described herein.

IV. ADJUSTMENTS IN AMOUNT OF CONTRACT PRICE:

1.	Original Contract Price	\$13,242,601.00
2.	Net <b>Addition</b> due to all Change Orders	\$3,765,515.86
3.	Contract Price including this Change Order	\$17,008,116.86
4.	Net <b>Deduction</b> resulting From this Change Order	\$736,986.86
5.	Final Balanced Contract Price including this Change Order	\$16,271,130.00

Accepted by Contractor:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Recommended for Acceptance by Engineer:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DuPage Water Commission

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Item No.	Description	Bid Qty.	Unit	Line Item Change	Final Qty.	Unit Price	Bid Amount	Line Item Change Amount	Total Amount
1A	Installation of 30-inch diameter ductile iron pipe water main and fittings, complete, in place and ready for use	24700	LF	-52.8	24647.20	\$343.50	\$8,484,450.00	(\$18,136.80)	\$8,466,313.20
2A	Installation of 30-inch diameter ductile iron pipe water main inside 48-inch diameter steel casing pipe, installed by jacking or auguring under highway or railroad, complete, in place and ready for use	450	LF	-79.0	371.00	\$515.00	\$231,750.00	(\$40,685.00)	\$191,065.00
3A	Installation of 30-inch diameter ductile iron pipe water main inside 48-inch diameter steel casing pipe, installation methods selected by the contractor, in place and ready for use	75	LF	-5.0	70.00	\$960.00	\$72,000.00	(\$4,800.00)	\$67,200.00
4A	Connection to existing 24-inch diameter water main, including removal of existing piping and installation of new 24-inch x 24-inch ductile iron tee, 30-inch x 24-inch ductile iron reducer, approximately 40 LF of 24-inch diameter ductile iron pipe water main, fittings and adapters, complete, in place and ready for use	1	EA	0.0	1.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
5	Installation of 24-inch diameter class 52, ductile water main and fittings, complete, in place and ready for use	890	LF	-14.0	876.00	\$225.00	\$200,250.00	(\$3,150.00)	\$197,100.00
6	Approximately 32 linear feet of 16-inch diameter class 52, restrained ductile iron pipe water main, with one (1) 16-inch diameter butterfly valve, one (1) 24-inch x 16-inch tee, and one (1) 16-inch diameter restrained plug, complete, and all required fittings, adapters and appurtenances, complete, in place and ready for use	2	EA	0.0	2.00	\$40,000.00	\$80,000.00	\$0.00	\$80,000.00
7	30-inch diameter butterfly valve and valve operator vault, complete, in place and ready for use	6	EA	0.0	6.00	\$25,000.00	\$150,000.00	\$0.00	\$150,000.00
8	24-inch diameter butterfly valve and valve vault, complete, in place and ready for use	1	EA	0.0	1.00	\$32,750.00	\$32,750.00	\$0.00	\$32,750.00
9	Blow-off branch manhole, complete, in place and ready for use	13	EA	0.0	13.00	\$20,200.00	\$262,600.00	\$0.00	\$262,600.00
10	Air release valve and access manhole, complete, in place and ready for use	18	EA	-1.0	15.00	\$7,500.00	\$120,000.00	(\$7,500.00)	\$112,500.00
11	Air release valve and manhole, complete, in place and ready for use	5	EA	0.0	5.00	\$6,000.00	\$30,000.00	\$0.00	\$30,000.00
12	Removal of existing manhole and replacement with new 5' IDOT Type A manhole, with frame and cover, complete in place, and ready for use	3	EA	-3.0	0.00	\$3,000.00	\$9,000.00	(\$9,000.00)	\$0.00
13	Corrosion Control Test Station, complete, in place, and ready for use	22	EA	-4.0	18.00	\$1,455.00	\$32,010.00	(\$5,820.00)	\$26,190.00
14	8-inch diameter sanitary sewer removal and replacement, complete, in place and ready for use	120	LF	-11.3	108.70	\$91.00	\$10,920.00	(\$1,028.30)	\$9,891.70
15	10-inch diameter sanitary sewer removal and replacement, complete, in place and ready for use	60	LF	-60.0	0.00	\$97.00	\$5,820.00	(\$5,820.00)	\$0.00
16	10-inch diameter storm sewer removal and replacement with 12-inch diameter storm sewer, complete, in place and ready for use	50	LF	-25.0	25.00	\$81.00	\$4,050.00	(\$2,025.00)	\$2,025.00
17	12-inch diameter sanitary sewer removal and replacement, complete, in place and ready for use	30	LF	-30.0	0.00	\$93.00	\$2,790.00	(\$2,790.00)	\$0.00
18	12-inch diameter storm sewer removal and replacement, complete, in place and ready for use	1500	LF	-709.4	790.60	\$86.00	\$129,000.00	(\$61,008.40)	\$67,991.60
19	15-inch diameter storm sewer removal and replacement, complete, in place and ready for use	170	LF	-88.6	81.40	\$108.00	\$18,360.00	(\$9,568.80)	\$8,791.20
20	15-inch diameter sanitary sewer removal and replacement with 10-inch diameter sanitary sewer, complete, in place and ready for use	120	LF	-18.0	102.00	\$112.00	\$13,440.00	(\$2,016.00)	\$11,424.00
21	18-inch diameter storm sewer or storm sewer culvert removal and replacement, complete, in place and ready for use	120	LF	-61.0	59.00	\$152.00	\$18,240.00	(\$9,272.00)	\$8,968.00
22	21-inch diameter storm sewer removal and replacement, complete, in place and ready for use	25	LF	13.5	38.50	\$236.00	\$5,900.00	\$3,186.00	\$9,086.00
23	36-inch diameter storm sewer removal and replacement, complete, in place and ready for use	30	LF	-30.0	0.00	\$273.00	\$8,190.00	(\$8,190.00)	\$0.00
24	42-inch diameter storm sewer removal and replacement, complete, in place and ready for use	60	LF	-38.0	22.00	\$377.00	\$22,620.00	(\$14,326.00)	\$8,294.00
25	Maintenance of Traffic/Traffic Control	1	LS	0.0	1.00	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00
26	Maintenance of existing traffic signal installation	25	EA	-6.0	19.00	\$5,500.00	\$137,500.00	(\$33,000.00)	\$104,500.00
27	Detector loop replacement	1000	LF	-258.6	741.40	\$16.00	\$16,000.00	(\$4,137.80)	\$11,862.40
28	Temporary Traffic Signal Timings	25	EA	-10.0	15.00	\$285.00	\$7,125.00	(\$2,850.00)	\$4,275.00
29	Temporary Traffic Signal Installation	1	EA	0.0	1.00	\$16,661.00	\$16,661.00	\$0.00	\$16,661.00
30	Removal and reinstallation of existing chain link fencing and gates	850	LF	-850.0	0.00	\$25.00	\$21,250.00	(\$21,250.00)	\$0.00
31	Silt fence	100	LF	-100.0	0.00	\$3.00	\$300.00	(\$300.00)	\$0.00
32	Double silt fence	2500	LF	164.5	2684.50	\$6.00	\$15,000.00	\$987.00	\$15,987.00
33	Bituminous roadway pavement restoration in Village of Roselle/Central Avenue right-of-way	11800	SY	-1159.6	10440.40	\$66.00	\$765,600.00	(\$76,533.60)	\$689,066.40
34	Bituminous roadway pavement restoration in Village of Hanover Park/Central Avenue right-of-way	4500	SY	-868.1	3631.90	\$66.00	\$297,000.00	(\$57,294.60)	\$239,705.40
35	Roadway pavement restoration in DuDOT right-of-way along Greenbrook Boulevard	8000	SY	-803.0	5197.00	\$105.00	\$630,000.00	(\$84,315.00)	\$545,685.00
36	Bituminous roadway pavement restoration in DuDOT right-of-way in Gary Avenue	310	SY	-157.1	152.90	\$83.00	\$25,730.00	(\$13,039.30)	\$12,690.70
37	Bituminous roadway pavement restoration in Village of Bartlett right-of-way along Bittersweet Drive	3000	SY	-3000.0	0.00	\$35.50	\$106,500.00	(\$106,500.00)	\$0.00
38	Bituminous roadway pavement restoration in Village of Bartlett right-of-way along Sleams Road	2500	SY	-524.2	1975.80	\$60.00	\$150,000.00	(\$31,452.00)	\$118,548.00
39	Bituminous driveway pavement restoration at Standpipe Tank No. 1	1200	SY	1049.8	2249.80	\$43.50	\$52,200.00	\$45,666.30	\$97,866.30
40	Concrete driveway restoration	65	SY	6.0	71.00	\$110.00	\$7,150.00	\$660.00	\$7,810.00
41	1-1/2-inch bituminous asphalt pavement mill and overlay	7000	SY	10379.0	17379.00	\$9.15	\$64,050.00	\$94,967.85	\$159,017.85
42	Concrete Curb and Gutter restoration	1600	LF	-328.5	1271.50	\$26.00	\$41,600.00	(\$8,541.00)	\$33,059.00
43	Installation of new, 2-inch diameter caliper tree	20	EA	-18.0	2.00	\$600.00	\$12,000.00	(\$10,800.00)	\$1,200.00
44	Top soil and seeding restoration	8000	SY	9004.4	15004.40	\$9.00	\$54,000.00	\$81,039.60	\$135,039.60
45	Boring crew labor hours for boulder removal during jacking and boring operations, where ordered in writing by the Engineer	24	CREW-HOURS	-13.5	10.50	\$830.00	\$19,920.00	(\$11,205.00)	\$8,715.00
46	Timber sheeting and bracing, left in place, where ordered in writing by the Engineer	2	Thousand FBM	-2.0	0.00	\$5,000.00	\$10,000.00	(\$10,000.00)	\$0.00
47	Granular material for trench or structure backfill, complete in place, where ordered in writing by the Engineer	1000	CY	-1000.0	0.00	\$60.00	\$60,000.00	(\$60,000.00)	\$0.00
48	Miscellaneous hand excavation, where ordered in writing by the Engineer	25	CY	-25.0	0.00	\$310.00	\$7,750.00	(\$7,750.00)	\$0.00
49	36-inch diameter culvert removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	15	LF	-15.0	0.00	\$225.00	\$3,375.00	(\$3,375.00)	\$0.00
50	24-inch diameter storm sewer removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	15	LF	-15.0	0.00	\$200.00	\$3,000.00	(\$3,000.00)	\$0.00

51	42-inch diameter culvert removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	30	LF	-30.0	0.00	\$250.00	\$7,500.00	(\$7,500.00)	\$0.00
52	38-inch by 60-inch diameter elliptical sewer removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	15	LF	-15.0	0.00	\$300.00	\$4,500.00	(\$4,500.00)	\$0.00
53	Sewer service pipe adjusted, where ordered in writing by the Engineer	4	EA	-4.0	0.00	\$2,000.00	\$8,000.00	(\$8,000.00)	\$0.00
54	Removal of existing and replacement with new storm catch basin structure, with frame and grate, complete in place, ready for use	5	EA	-4.0	1.00	\$4,000.00	\$20,000.00	(\$16,000.00)	\$4,000.00
55	Removal of existing and replacement with new storm inlet structure, with frame and grate, complete in place, and ready for use	10	EA	-9.0	1.00	\$2,000.00	\$20,000.00	(\$18,000.00)	\$2,000.00
56	Additional excavation (including sheeting and/or shoring) required for jacking and boring pits to avoid utility conflicts not shown on the plans, where ordered in writing by the Engineer	10	VLF	-5.5	4.50	\$2,100.00	\$21,000.00	(\$11,550.00)	\$9,450.00
57	At a location selected by the Engineer or Owner, install a 30-inch x 30-inch tee, 30-inch diameter butterfly valve with operator in vault (include additional 30-inch piping as needed to install the vault), with 5' stub and plug for future connection by other, where ordered in writing by the Engineer	1	EA	0.0	1.00	\$51,000.00	\$51,000.00	\$0.00	\$51,000.00
58	Contractor Permit Fee Allowance	1	LS	-1.0	0.00	\$10,000.00	\$10,000.00	(\$10,000.00)	\$0.00
59A	Extend the 30-inch diameter ductile iron pipe water main inside 48" diameter steel casing pipe, installed by jacking or augering under County Farm Road, an additional distance beyond what is indicated in the Drawings, where ordered in writing by the Engineer	75	LF	-75.0	0.00	\$730.00	\$54,750.00	(\$54,750.00)	\$0.00
60	Temporary HMA pavement (3-1/2 inch thick), where ordered in writing by the Engineer	1200	SY	-614.7	585.30	\$40.00	\$48,000.00	(\$24,588.00)	\$23,412.00
*CO#1	Bartlett Extension	3,661,625.25	DOLLAR	-58120.22	3803505.03	\$0.00	\$0.00	(\$58,120.22)	\$3,603,505.03
CO#2	FO's 3, 8, and 9, Special waste disposal, Center Median Removal, Message Boards, and Jacking Pit Relocate	86914.61	DOLLAR	0.0	86914.61	\$0.00	\$0.00	\$0.00	\$86,914.61
CO#3	Time Extension - No Cost Associated	0	DOLLAR	0.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00
L.I.C. Totals							\$13,242,601.00	(\$726,080.87)	\$12,516,520.13

\*CO#1 final and bid value was prepared and executed through the Village of Bartlett and their engineer Remple Sharpe. AECOM is using their numbers as recorded.

**PAY REQUEST NO. 9, FINAL  
2018 TRANSMISSION MAIN  
VILLAGE OF BARTLETT**

NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	AWARDED QUANTITIES		CONSTRUCTED QUANTITIES	
				UNIT PRICE	EXTENDED AMOUNT	QUANTITY	EXTENDED AMOUNT
1	6" DIP Watermain, Class 52	LF	100	\$80.00	\$8,000.00	76.00	\$6,080.00
2	8" DIP Watermain, Class 52	LF	20	\$100.00	\$2,000.00	31.00	\$3,100.00
3	12" DIP Watermain, Class 52	LF	30	\$110.00	\$3,300.00	23.00	\$2,530.00
4	16" DIP Watermain, Class 52	LF	1,420	\$130.00	\$184,600.00	1,382.00	\$179,660.00
5	24" DIP Watermain, Class 52	LF	5,220	\$180.00	\$939,600.00	5,205.00	\$936,900.00
8	16" DIP Watermain, Class 52, Directionally Drilled	LF	1,660	\$272.00	\$451,520.00	1,669.00	\$453,968.00
9	24" DIP Watermain, Class 52, Directionally Drilled	LF	60	\$1,600.00	\$96,000.00	60.00	\$96,000.00
11	16" DIP Watermain, CL 52 In 24" DIP Casing with Spacers, Augered & Pushed	LF	160	\$750.00	\$120,000.00	180.00	\$135,000.00
12	Polyethylene Encasement	LF	8,700	\$2.00	\$17,400.00	8,565.00	\$17,130.00
13	Nitrile Gaskets	EA	40	\$100.00	\$4,000.00	0.00	\$0.00
14	Fittings, M.J. Body Casting Weight	LBS	21,875	\$3.75	\$82,031.25	17,591.00	\$65,966.25
16A	Restrained Joints, 24"	EA	95	\$545.00	\$51,775.00	63.00	\$34,335.00
16B	Restrained Joints, 16"	EA	17	\$294.00	\$4,998.00	44.00	\$12,936.00
16C	Restrained Joints, 12"	EA	1	\$250.00	\$250.00	6.00	\$1,500.00
17	8" Non-Pressure Connection/Disconnection to Existing Water Main (as needed)	EA	1	\$6,100.00	\$6,100.00	1.00	\$6,100.00
18	12" Non-Pressure Connection/Disconnection to Existing Water Main	EA	1	\$7,300.00	\$7,300.00	1.00	\$7,300.00
20	24" Non-Pressure Connection/Disconnection to Existing Water Main	EA	1	\$25,000.00	\$25,000.00	0.00	\$0.00
21	6" Pressure Connection/Disconnection to Existing Water Main (as needed)	EA	1	\$9,000.00	\$9,000.00	0.00	\$0.00
22	8" Pressure Connection/Disconnection to Existing Water Main (as needed)	EA	1	\$9,600.00	\$9,600.00	1.00	\$9,600.00
23	12" Pressure Connection/Disconnection to Existing Water Main	EA	1	\$10,000.00	\$10,000.00	0.00	\$0.00
24	16" Pressure Connection/Disconnection to Existing Water Main	EA	3	\$20,000.00	\$60,000.00	3.00	\$60,000.00
28	6" R.S. Gate Valve	EA	12	\$3,000.00	\$36,000.00	11.00	\$33,000.00
29	8" R.S. Gate Valve	EA	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
30	12" R.S. Gate Valve	EA	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00
31	16" Butterfly Valve	EA	3	\$8,000.00	\$24,000.00	3.00	\$24,000.00
32	24" Butterfly Valve	EA	7	\$20,000.00	\$140,000.00	7.00	\$140,000.00
33	48" Dia. Type A, Valve Vault with Frame and Lid and Storm Manholes	EA	1	\$3,000.00	\$3,000.00	3.00	\$9,000.00
34	60" Dia. Type A, Valve Vault with Frame and Lid	EA	3	\$6,000.00	\$18,000.00	3.00	\$18,000.00
35	72" Dia. Type A, Valve Vault with Frame and Lid	EA	11	\$8,000.00	\$88,000.00	11.00	\$88,000.00
36	Fire Hydrant with 6" Inlet	EA	12	\$8,000.00	\$96,000.00	11.00	\$88,000.00
37	Valve Box, 6"	EA	12	\$300.00	\$3,600.00	11.00	\$3,300.00
38	Relocate Existing Fire Hydrant	EA	2	\$4,500.00	\$9,000.00	1.00	\$4,500.00
39	Remove Existing 12" R.S. Gate Valve	EA	1	\$700.00	\$700.00	1.00	\$700.00
40	Remove Water Vault Cone Section, Reset and Reseal Frame and Sanitary Manhole	EA	1	\$1,300.00	\$1,300.00	2.00	\$2,600.00
47	Storm Sewer 8" DIA ADS N12	LF	20	\$115.00	\$2,300.00	0.00	\$0.00
48	Storm Sewer, 10" Dia, RCP, CL IV with Rubber Gaskets (as needed)	LF	14	\$83.00	\$1,162.00	0.00	\$0.00
49	Storm Sewer, 10" Dia PVC, C-900 (as needed)	LF	14	\$88.00	\$1,232.00	10.00	\$880.00
50	Storm Sewer, 12" Dia, RCP, CL IV with Rubber Gaskets	LF	90	\$108.00	\$9,720.00	286.00	\$30,888.00
51	Storm Sewer 12" DIA PVC C-900	LF	336	\$76.00	\$25,536.00	108.00	\$8,208.00
52	Storm Sewer 10 DIA RCP CL IV with Rubber Gaskets	LF	22	\$115.00	\$2,530.00	0.00	\$0.00
53	Catch Basin TY C, 2' Dia, with TY1 Fr & OL	EA	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
54	Flared End Section, 12"	EA	2	\$2,000.00	\$4,000.00	4.00	\$8,000.00
55	Storm Sewer Removal	LF	632	\$8.00	\$5,056.00	378.00	\$3,024.00
56	Storm Structure Removal (INL/MH)	EA	3	\$500.00	\$1,500.00	4.00	\$2,000.00
57	INL/MH to be Adjusted	EA	3	\$600.00	\$1,800.00	11.00	\$6,600.00
58	Trench Backfill, FA-6, Compacted	CY	4,810	\$40.00	\$192,400.00	4,963.00	\$198,520.00
59	PCC Sidewalk Remove and Replace	SF	1,500	\$10.00	\$15,000.00	2,662.00	\$26,620.00
60	PCC Curb and Gutter Remove and Replace	LF	720	\$30.00	\$21,600.00	518.00	\$15,540.00
61	HMA Pavement Remove and Replace Roadway, TY-1	SY	1,350	\$120.00	\$162,000.00	1,053.00	\$126,360.00
62	Pavement Highway Remove and Replace, TY-2	SY	100	\$372.00	\$37,200.00	0.00	\$0.00
63A	HMA Pavement Remove and Replace (bikepath/driveway), TY-3, place stone & 4" asphalt	SY	2,200	\$45.00	\$99,000.00	228.00	\$10,260.00
63B	HMA Pavement Remove and Replace (bike path/driveway), TY-3, grind & place 4" asphalt over existing stone	SY	4,100	\$40.00	\$164,000.00	5,904.00	\$236,160.00
63C	DEDUCT FULL AMOUNT OF ITEMS 63A&B ARE ACHIEVED (COMPLETE BIKE PATH)	LSUM	1	-\$100,000.00	-\$100,000.00	1.00	-\$100,000.00
64	PCC Pavement Remove and Replace, TY-4	SY	50	\$225.00	\$11,250.00	50.00	\$11,250.00
65	Detectable Warnings	SF	170	\$55.00	\$9,350.00	168.00	\$9,240.00
66	Aggregate Shoulder, Type B, 8"	TON	10	\$100.00	\$1,000.00	0.00	\$0.00
67	Concrete Barricades	LF	160	\$38.00	\$6,080.00	168.00	\$6,384.00
68	Remove and Replace Wood Split Rail Fence	LF	835	\$30.00	\$25,050.00	0.00	\$0.00
69	Remove/Relocate & Replace Picket Fence	LF	190	\$36.00	\$6,840.00	300.00	\$10,800.00
70	Tree Removal, 6 to 15 Units Dia (as needed)	UNIT	5	\$450.00	\$2,250.00	10.00	\$4,500.00
71	Tree Removal, over 15 Units Dia (as needed)	UNIT	3	\$450.00	\$1,350.00	0.00	\$0.00
72	Topsoil Furnish and Place, 6"	SY	7,500	\$6.00	\$45,000.00	18,839.00	\$113,034.00
73	Seeding, Class 1 (with Fertilizer)	SY	23,300	\$0.75	\$17,475.00	17,933.00	\$13,449.75
74	Erosion Control Blanket	SY	23,300	\$1.40	\$32,620.00	17,933.00	\$25,106.20
75	Inlet and Pipe Protection	EA	20	\$300.00	\$6,000.00	23.00	\$6,900.00
76	Silt fence	LF	500	\$3.50	\$1,750.00	500.00	\$1,750.00
77	Detector Loop Replacement (as needed)	LF	250	\$16.00	\$4,000.00	293.00	\$4,688.00
78	Bed Rock Excavation (as needed)	CY	4	\$500.00	\$2,000.00	0.00	\$0.00
79	Uncontaminated Soil Certification	LSUM	1	\$12,000.00	\$12,000.00	1.00	\$12,000.00
80	Passive Cathodic Protection - Anodes	EA	40	\$250.00	\$10,000.00	2.00	\$500.00
81	Traffic Control and Protection	LSUM	1	\$90,000.00	\$90,000.00	1.00	\$90,000.00
82	Mobilization	LSUM	1	\$207,000.00	\$207,000.00	1.00	\$207,000.00
C01	Water Service Repair, 28W540 Stearns Road (Agreed Price 4/19/19)	LSUM		\$2,767.35	\$0.00	1.00	\$2,767.35
C02	Storm Sewer Lining, 12", at Sta. 78+00, 236 Feet (Agreed Price, 4/8/19)	LF		\$65.00	\$0.00	236.00	\$15,340.00
C03	Cold Patch, Tickets on File (Agreed Price 4/19/19)	LSUM		\$9,698.78	\$0.00	1.00	\$9,698.78
C04	Locate 16" Watermain, Core & Vactor Additional Work, (Agreed Price 4/19/19)	LSUM		\$3,051.14	\$0.00	1.00	\$3,051.14
C05	Haul and Dispose of Asbestos Pipes (Agreed Price 4/17/19)	LSUM		\$2,545.00	\$0.00	1.00	\$2,545.00
C06	Tile Repairs, 8" Diam., on Sink Holes, STA 26+00 (Agreed Price 4/19/19)	LSUM		\$3,949.60	\$0.00	1.00	\$3,949.60
C07	Retaining Wall Reconstruction, STA 67+50 (Agreed Price 4/19/19)	LSUM		\$8,815.96	\$0.00	1.00	\$8,815.96
C08	Tile Repairs, 4" Diam. with Sock, 200 ft. STA 66+00 (No Charge)	LF		\$0.00	\$0.00	200.00	\$0.00
C09	Auger Pit Additional Vertical Depth (Agreed Price 4/19/19)	VF		\$2,100.00	\$0.00	5.70	\$11,970.00
C010	Pavement Marking (T & M)	LSUM		\$4,000.00	\$0.00	1.00	\$4,000.00
				<b>TOTAL</b>	<b>\$3,661,625.25</b>		<b>\$3,603,505.03</b>
				<b>LESS 0% RETAINAGE</b>			<b>\$0.00</b>
				<b>LESS PREVIOUS PAYMENTS</b>			<b>\$3,416,126.59</b>
				<b>TOTAL DUE</b>			<b>\$187,378.44</b>