



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, AUGUST 19, 2021
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

NOTE: All previous Meeting Minutes of the Regular Engineering & Construction Committee Meetings of the DuPage Water Commission had been previously approved at the April 16, 2020 Regular Commission Meeting (Last Regular Engineering & Construction Committee Meeting held on February 20, 2020).

- III. Report of Status of Construction/Operations
- IV. **R-30-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**Rossi Contractors, Inc. – Estimated Cost - \$58,701.61**)
- V. **R-31-21:** A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Valve Assessment Program (Contract VAP-1/21) at the August 19, 2021, DuPage Water Commission Meeting (**Time Extension Only – No Change in Contract Price**)
- VI. **R-32-21:** A Resolution Approving and Authorizing the Execution of a Master Agreement with DeLasCasas CP, LLC for Professional Engineering Services (**No Cost This Action**)
- VII. **R-33-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**Rossi Contractors, Inc. – Estimated Cost - \$70,640.00**)
- VIII. **R-34-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**Benchmark Construction Co. – Estimated Cost - \$8,000.00**)

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

- IX. **R-36-21:** A Resolution Approving and Authorizing the Execution of a Master Agreement with Northern Inspection Services, LLC for Professional Engineering Services **(No Cost This Action)**
- X. **R-37-21:** A Resolution Suspending Purchasing Procedures and Approving Requisition 72882 for the Development of a New AT&T Fiber Line **(Estimated Cost - \$27,509.32)**
- XI. **R-39-21:** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates **(Task Order No.3 – Increase Not-To-Exceed Cost to \$48,000.00)**
- XII. **R-40-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(Rossi Contractors, Inc. – Estimated Cost - \$21,500.00)**
- XIII. **R-41-21:** A Resolution Suspending Purchasing Procedures and Approving Requisition 72898 for Removal of Downed Trees **(Beary Landscaping – Not to Exceed \$52,000.00)**
- XIV. **R-42-21:** A Resolution Approving a 12-Month contract time extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service **(Meccon Industries, Inc. – No Cost This Action)**
- XV. **RFBA:** Requesting approval of requisition number 72846 for the purchase one (1) 2022 Ford F350 Service Truck, through the Suburban Purchasing Cooperative Joint Purchasing Program **(Currie Motors Frankfort – In the amount of \$74,558.00)**
- XVI. Old Business
- XVII. Other
- XVIII. Adjournment



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed
Operations Supervisor *MW*

Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Dariusz Panaszek	Pipeline Supervisor
Jessica Bonnema	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer
Alan Stark	Coordinating Engineer

DATE: July 14, 2021

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of June were a total of 2.65 billion gallons. This represents an average day demand of 88.4 million gallons per day (MGD), which is higher than the June 2020 average day demand of 84.3 MGD. The maximum day demand was 106.2 MGD recorded on June 10, 2021, which is lower than the June 2020 maximum day demand of 108.3 MGD. The minimum day flow was 68.1 MGD.

The Commission's recorded total precipitation for the month of June 2021 was 6.51 inches compared to 2.64 inches for June 2020. The level of Lake Michigan for June 2021 is 580.54 (Feet IGLD 1985) compared to 582.18 (Feet IGLD 1985) for June of 2020.

Instrumentation / Remote Facilities Overview

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

Pipeline Maintenance and Construction Overview

Pipeline staff is performing watch and protect at construction site for the Tollway Expansion.

Pipeline staff is performing annual valve exercising program.

Work Authorization Order No. 22 was issued to Rossi Contractors, Inc. This work authorization was issued, and the work begun, prior to board approval, and was necessary to repair a leak in a 16" diameter ductile iron water main located at Richert Road and Lively Blvd. in the Village of Wood Dale.

The scope of this work included providing and maintaining traffic and pedestrian controls, locating, and repairing the source of the leak, backfilling the excavation with suitable materials, restoration of all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

Resolution R-30-21 will appear on the agenda of the board meeting in August 2021 as a Resolution Approving and Ratifying Work Authorization Order Number 22 under Quick Response Contract QR-11/17, to Rossi Contractors, Inc., in the estimated amount of \$65,000.00, for the work necessary to repair a leak in a 16" diameter ductile iron water main located at Richert Road and Lively Blvd. in the Village of Wood Dale.

Capital Improvement Program

The DPPS Emergency Generator System Modifications Design Phase is underway where 100% completion of design is expected by the end of December 2021. Greeley and Hansen is the Engineer.

Contract VAP-1/21 was closed with Valve Reconditioning Service on June 4th, 2021. Contract VAP-1/21 included performing valve assessments and exercising our 72" and 90" valves from Lexington Pumping Station. As a part of the contract, the assessments were scheduled to be finished within 180 days of signing the contract. DWC would like to delay exercising valves on the 72" and 90" pipelines from Chicago during the high summer demand and would like to wait to start the contract until demands are lower in the fall. Change Order 1 for VAP-1/21 will be brought to the August board meeting reflecting this change in contract time.

The assessments from the first year of cathodic protection testing recommended performing a significant amount of additional testing to find mitigations for some of our pipe that is not currently cathodically protected. The Commission is evaluating adding General Engineering Agreements with additional cathodic protection firms to get a second opinion on our test point and CIS survey results and guarantee that we are finding the best mitigation strategies.

The Feasibility Study for the Addition of a Tenth Pump at the DuPage Pump Station has been submitted to DWC and the Staff has reviewed the report. DWC is waiting for AECOM to complete the finalized report.

Coordinating Engineer

The SCADA Replacement Project Design Phase is underway where 90% completion of design is expected the week of July 5, 2021. Carollo is the Engineer.

Request for proposals have been sent out to selected prequalified engineering firms to bid on the Water Quality Surveillance Project and the Standpipe Pumping-EGEN-Disinfection Project.



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed *MW*
Operations Supervisor

Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Dariusz Panaszek	Pipeline Supervisor
Jessica Bonnema	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer
Alan Stark	Coordinating Engineer

DATE: August 11, 2021

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of July were a total of 2.65 billion gallons. This represents an average day demand of 88.4 million gallons per day (MGD), which is higher than the July 2020 average day demand of 84.3 MGD. The maximum day demand was 106.2 MGD recorded on July 10, 2021, which is lower than the July 2020 maximum day demand of 108.3 MGD. The minimum day flow was 68.1 MGD.

The Commission's recorded total precipitation for the month of July 2021 was 6.51 inches compared to 2.64 inches for July 2020. The level of Lake Michigan for July 2021 is 580.49 (Feet IGLD 1985) compared to 582.20 (Feet IGLD 1985) for July of 2020.

Operations Maintenance

Resolution R-42-21 appears on the agenda requesting approval of a 12-month contract time extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc.

Instrumentation / Remote Facilities Overview

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

Resolution R-34-21 appears on the agenda requesting approval of Work Authorization No. 001 and No. 002 under Contract QR-12/21 to Benchmark Construction Co., Inc. The work was completed prior to board approval and was necessary to replace an existing 8" plug valve near the ceiling in the meter shop and to remove a 10" meter casing with strainer from the vault under the meter shop office. The Commission is providing a new 8" plug valve and epoxy coated strainer for this work.

Resolution R-40-21 appears on the agenda requesting approval of Work Authorization Number 003 under Contract QR-12/21 to Rossi Contractors, Inc., for the work necessary to replace sunken sidewalk sections leading to three different meter stations.

A Request for Board Action appears on the agenda requesting authorization for the purchase of a 2022 Ford F350 Service Truck from Currie Motors Frankfort through the Suburban Purchasing Cooperative (SPC) - Joint Purchasing Program.

Pipeline Maintenance and Construction Overview

Pipeline staff is performing watch and protect at construction site for the Tollway Expansion.

Pipeline staff is performing annual valve exercising program.

Resolution R-30-21 appears on the agenda as a Resolution Approving and Ratifying Work Authorization Order Number 22 under Quick Response Contract QR-11/17, to Rossi Contractors, Inc., in the amount of \$58,701.61, for the work necessary to repair a leak in a 16" diameter ductile iron water main located at Richert Road and Lively Blvd. in the Village of Wood Dale.

Resolution R-33-21 appears on the agenda to approve Work Authorization Order Number 4 under Quick Response Contract QR-12/21, to Rossi Contractors, Inc., for an estimated amount of \$70,640.00. The Work Authorization Order is for the urgent repair of 24 manhole lids and cathodic protection handhole structures that were found to be damaged.

Resolution R-38-21 appears on the agenda to approve the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution because these assets are no longer useful to the Commission.

Capital Improvement Program

The DPPS Emergency Generator System Modifications Design Phase is underway where 100% completion of design is expected by the end of February 2022. Greeley and Hansen is the Engineer.

Resolution R-31-21 appears on the agenda to approve Change Order 1 to VAP-1/21 for a time extension of 365 days after signing the contract. Contract VAP-1/21 included performing valve assessments and exercising our 72" and 90" valves from Lexington Pumping Station. As a part of the contract, the assessments were scheduled to be finished within 180 days of signing the contract. DWC would like to delay exercising valves on the 72" and 90" pipelines from Chicago during the high summer demand and would like to wait to start the work until demands are lower in the fall.

Resolution R-32-21 appears on the agenda to approve a Master Engineering Agreement with DeLasCasas, LLC.

Resolution R-36-21 appears on the agenda to approve a Master Engineering Agreement with Northern Inspection Services, LLC. The assessments from the first year of cathodic protection testing recommended performing a significant amount of additional testing to find mitigations for some of our pipe that is not currently cathodically protected. The Commission is adding General Engineering Agreements with additional cathodic protection firms to get a second opinion on our test point and CIS survey results.

The Feasibility Study for the Addition of a Tenth Pump at the DuPage Pump Station has been submitted to DWC and the Staff has reviewed the report. DWC is waiting for AECOM to complete the finalized report.

Coordinating Engineer

The SCADA Replacement Project Design Phase is underway, the 90% design and technical specifications were submitted and are under review by Staff. The design is behind schedule due to additional attention to detail that is required from Carollo Engineers.

Request for proposals have been sent out to selected prequalified engineering firms to bid on the Water Quality Surveillance Project and the Standpipe Pumping-EGEN-Disinfection Project.

Resolution R-37-21 appears on the agenda requesting suspension of purchasing procedures and approval of Requisition 72882 to have AT&T develop a new dedicated fiber line from DWC Pump Station to Plaza 35 to eventually replace the existing point-to-point radio system as part of the SCADA Replacement Project.

Resolution R-39-21 appears on the agenda requesting approval to amend Strand Associates Task Order No. 3 approving a not-to exceed cost of \$48,000 adding services to have Strand help review and revise the SCADA 90% design and technical specifications as well as submittals leading up to the selection of an integrator for the project.

Resolution R-41-21 appears on the agenda requesting suspension of purchasing procedures and approval of Requisition 72898 to Beary Landscaping for removal of downed trees at the Tank Site 4 property due to the June 20, 2021, tornado.

August 2021 COMMISSION AGENDA ITEMS:

- R-30-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**Rossi Contractors, Inc. – Estimated Cost - \$58,701.61**)
- R-31-21:** A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Valve Assessment Program (Contract VAP-1/21) at the August 19, 2021, DuPage Water Commission Meeting (**Time Extension Only – No Change in Contract Price**)
- R-32-21:** A Resolution Approving and Authorizing the Execution of a Master Agreement with DeLasCasas CP, LLC for Professional Engineering Services (**No Cost Component for This Action**)
- R-33-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**Rossi Contractors, Inc. – Estimated Cost - \$70,640.00**)
- R-34-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**Benchmark Construction Co. – Estimated Cost - \$8,000.00**)
- R-36-21:** A Resolution Approving and Authorizing the Execution of a Master Agreement with Northern Inspection Services, LLC for Professional Engineering Services (**No Cost Component for This Action**)
- R-37-21:** A Resolution Suspending Purchasing Procedures and Approving Requisition 72882 for the Development of a New AT&T Fiber Line (**Estimated Cost - \$27,509.32**)
- R-39-21:** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates (**Task Order No.3 – Increase Not-To-Exceed Cost to \$48,000.00**)
- R-41-21:** A Resolution Suspending Purchasing Procedures and Approving Requisition 72898 for Removal of Downed Trees (**Beary Landscaping – Not to Exceed \$52,000.00**)
- R-42-21:** A Resolution Approving a 12-Month contract time extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Meccon Industries Inc. (**No Cost Component for This Action**)

RFBA: Requesting approval of requisition number 72846 for the purchase one (1) 2022 Ford F350 Service Truck, through the Suburban Purchasing Cooperative Joint Purchasing Program (**Currie Motors Frankfort – In the amount of \$74,558.00**)

Attachments

1. DuPage Laboratory Bench Sheets for July 2021
2. Water Sales Analysis 01-May-2018 to 31-Jul-2021
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2021/210818.docx>

Cooperative Joint Purchasing Program (**Currie Motors Frankfort – In the amount of \$74,558.00**)

Attachments

1. DuPage Laboratory Bench Sheets for July 2021
2. Water Sales Analysis 01-May-2016 to 31-Jul-2021
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2021/210818.docx>

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
JULY 2021

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.28	0.06	0.63	1.27	0.08	60	7.5	0.8	0.58	0	RC
2	1.30	0.07	0.61	1.15	0.08	60	7.5	0.8	0.62	0	RC
3	1.31	0.06	0.62	1.29	0.07	60	7.5	0.8	0.57	0	RC
4	1.29	0.07	0.62	1.25	0.08	64	7.4	0.7	0.60	0	AM
5	1.31	0.07	0.60	1.21	0.08	64	7.5	0.8	0.57	0	AM
6	1.36	0.10	0.52	1.26	0.14	66	7.5	0.8	0.63	0	CT
7	1.34	0.10	0.59	1.22	0.11	66	7.4	0.8	0.61	0	AM
8	1.30	0.09	0.55	1.14	0.09	68	7.4	0.8	0.62	0	KD
9	1.29	0.08	0.60	1.25	0.09	68	7.5	0.7	0.67	0	KD
10	1.38	0.08	0.65	1.30	0.09	68	7.5	0.7	0.71	0	KD
11	1.41	0.07	0.59	1.23	0.10	68	7.5	0.7	0.59	0	KD
12	1.43	0.08	0.60	1.28	0.09	67	7.6	0.8	0.57	0	AM
13	1.36	0.09	0.59	1.21	0.10				0.59	0	AM
14	1.19	0.07	0.57	1.28	0.09	68	7.5	0.8	0.59	0	KD
15	1.18	0.10	0.57	1.28	0.10	69	7.5	0.7	0.58	0	KD
16	1.26	0.08	0.61	1.26	0.10	69	7.5	0.8	0.64	0	KD
17	1.29	0.09	0.57	1.29	0.10	69	7.4	0.7	0.57	0	AM
18	1.23	0.10	0.58	1.20	0.10	69	7.4	0.7	0.53	0	AM
19	1.21	0.06	0.61	1.23	0.10	70	7.5	0.7	0.65	0	KD
20	1.23	0.06	0.55	1.18	0.08	70	7.5	0.7	0.61	0	KD
21	1.20	0.07	0.58	1.22	0.09	70	7.4	0.7	0.57	0	AM
22	1.32	0.08	0.55	1.28	0.09	70	7.5	0.7	0.60	0	AM
23	1.31	0.08	0.58	1.21	0.08	70	7.4	0.7	0.57	0	AM
24	1.16	0.06	0.57	1.13	0.09	71	7.4	0.8	0.57	0	KD
25	1.34	0.07	0.61	1.22	0.09	71	7.5	0.8	0.58	0	KD
26	1.30	0.07	0.58	1.26	0.09	71	7.4	0.8	0.57	0	AM
27	1.31	0.08	0.59	1.29	0.09	70	7.4	0.8	0.56	0	AM
28	1.10	0.09	0.58	1.24	0.09	70	7.5	0.7	0.57	0	KD
29	1.25	0.12	0.59	1.20	0.14	70	7.5	0.7	0.61	0	KD
30	1.28	0.08	0.53	1.07	0.11	70	7.5	0.8	0.54	0	KD
31	1.37	0.15	0.61	1.12	0.15	69	7.6	0.7	0.65	0	CT
AVG.	1.29	0.08	0.59	1.23	0.10	68	7.5	0.8	0.60	0	
MAX.	1.43	0.15	0.65	1.30	0.15	71	7.6	0.8	0.71	0	
MIN.	1.10	0.06	0.52	1.07	0.07	60	7.4	0.7	0.53	0	

 8/3/2021
Alan E. Stark, Coordinating Engineer Date
Illinois ROINC # 84789479

 no analysis

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jul-21

PER DAY AVERAGE 78,402,687

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-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
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
TOTALS (1)	837,654,306,798	861,844,990,832	97.19%	\$1,908,262,258.24	\$1,695,481,063.40	841,844,895	0.10%	97.29%	\$2.28	\$1.967

2,727,502

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

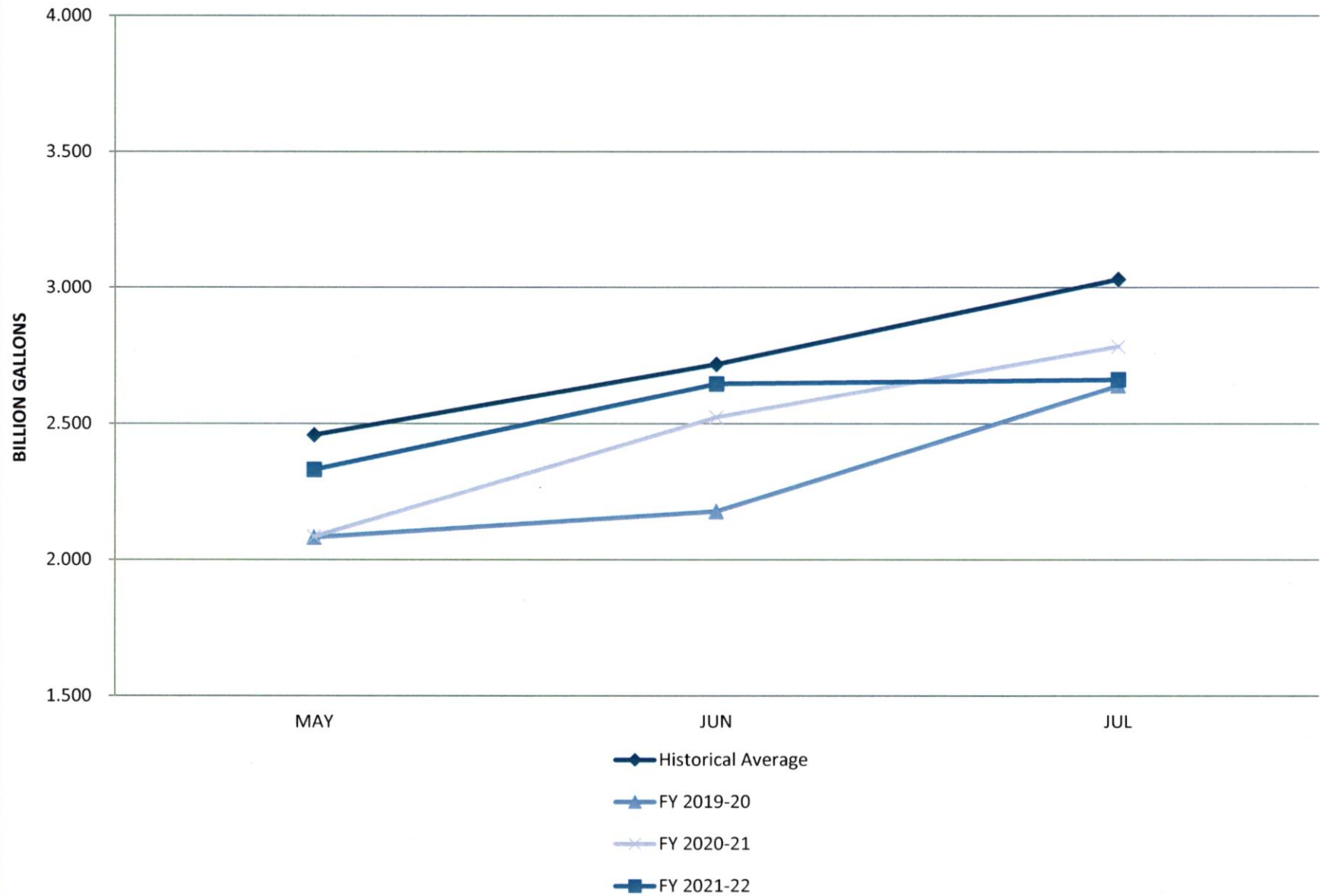
Jul-20	7,390,065,000	7,610,426,279	97.10%	36,728,623	30,781,897				\$4.97	\$4.045
Jul-21	7,639,196,000	7,879,285,079	96.95%	37,966,804	32,325,474				\$4.97	\$4.103
	249,131,000	268,858,800		\$1,238,181	\$1,543,576					
	3.4%	3.5%		3.4%	5.0%					

Month

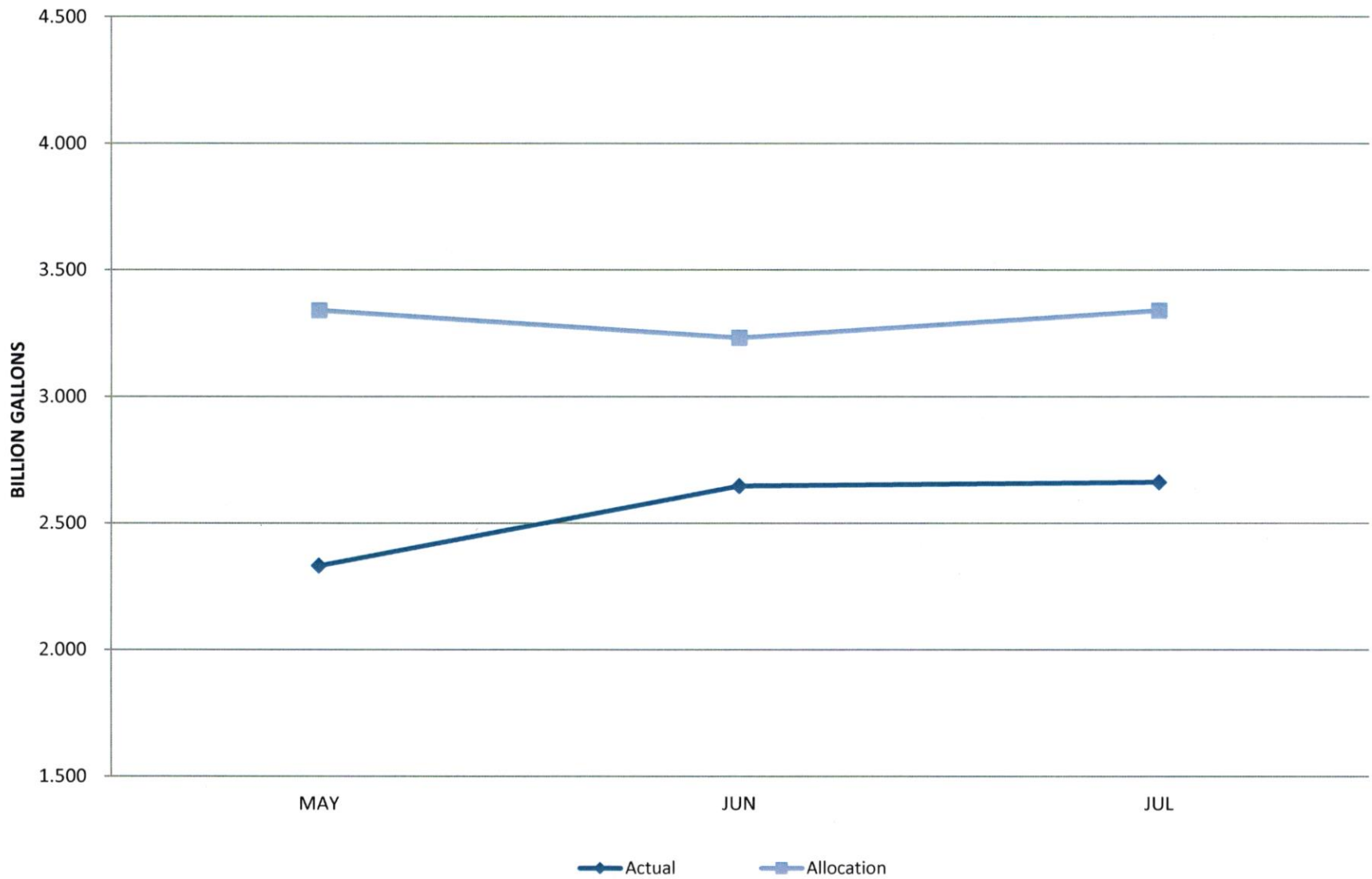
Jul-20	2,782,507,000	2,872,440,835	96.87%	13,829,060	11,696,579				\$4.97	\$4.072
Jul-21	2,661,520,000	2,750,318,994	96.77%	13,227,754	11,320,313				\$4.97	\$4.116
	(120,987,000)	(122,121,841)		(\$601,305)	(\$376,266)					
	-4.3%	-4.3%		-4.3%	-3.2%					

July>June 15,208,000 22,800,758 75,584 93,848


DU PAGE WATER COMMISSION SALES FY 2021-22, 2020-21 & 2019-20 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2021-22 VS. ALLOCATION



REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-30-21</p>	<p>APPROVAL</p> <p style="text-align: right;">  </p>	
<p>Account Number: 01-60-663100 (estimated cost of \$58,701.61)</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-30-21 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 22 to Rossi Contractors, Inc. This work authorization was issued, and the work begun, prior to board approval and was necessary to repair a leak in a 16" diameter ductile iron water main located at Richert Road and Lively Blvd. in the Village of Wood Dale.</p> <p>The scope of this work included providing and maintaining traffic and pedestrian controls, locating, and repairing the source of the leak, backfilling the excavation with suitable materials, restoration of all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.</p> <p>Approval of Resolution R-30-21 would ratify Work Authorization Order Number 22 to Rossi Contractors, Inc. for the work necessary to excavate, locate and repair, as described in Exhibit 1 to this resolution, the source of a leak located on a Commission 16" diameter ductile iron water main at a total estimated cost of \$58,701.61.</p>			
<p>MOTION: To adopt Resolution No. R-30-21</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
AUGUST 19, 2021 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 Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.022

LOCATION:

Richert Road and Lively Blvd in the Village of Wood Dale.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of a leak on a Commission 16" diameter ductile iron water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 16" diameter ductile iron water main.

MINIMUM RESPONSE TIME:

3 hours

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: 
Signature of Authorized
Representative

DATE: 6-29-2021

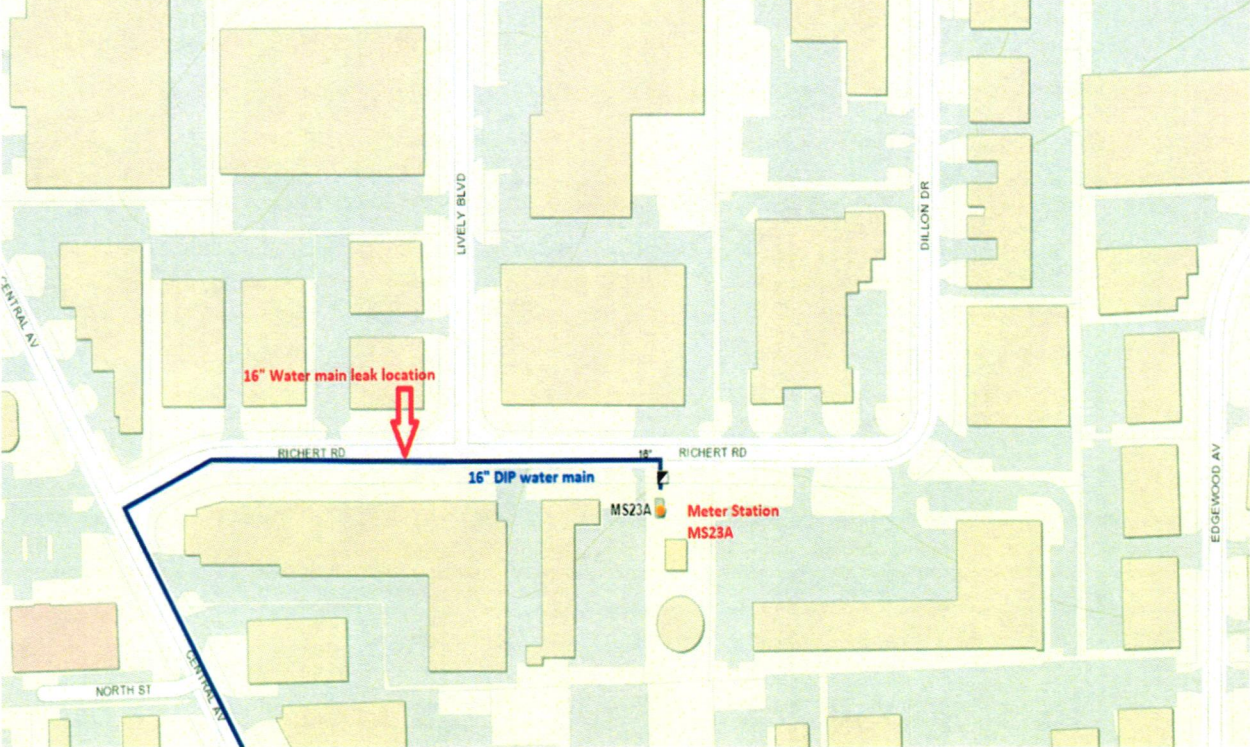
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: 6-30-21

Village of Wood Dale



Village of Wood Dale

16-inch ductile iron pipe water main leak location.

DATE: August 12, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Valve Assessment Program (Contract VAP-1/21) at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-31-21	APPROVAL JB CWP JJ	
<p>Account Numbers: 01-60-771000 (No Monetary Amount)</p> <p>Resolution No. R-31-21 would approve the following Change Orders:</p> <p>Change Order No. 1 to Contract for the Valve Assessment Program (Contract VAP-1/21)</p> <p>Item 1. Contract VAP-1/21 was closed with Valve Reconditioning Service on June 4th, 2021. Contract VAP-1/21 included performing valve assessments and exercising our 72" and 90" valves from Lexington Pumping Station. As a part of the contract, the assessments were scheduled to be finished within 180 days of signing the contract. DWC would like to delay exercising valves on the 72" and 90" pipelines from Chicago during the high summer demand and would like to wait to start the contract until demands are lower in the fall. Due to restrictions on exercising the valves during summer, an extension of Contract Time is warranted. Approval of this Change Order would extend the Contract Completion time to 365 days past the signing the contract. The new contract completion date would be June 4th, 2022.</p> <p>Approval of this Change Order does not authorize or necessitate a change in the Contract Price.</p>			
MOTION: To approve Resolution No. R-31-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE VALVE ASSESSMENT PROGRAM
(CONTRACT VAP-1/21) AT THE
AUGUST 19, 2021 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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution No. R-31-21

1. Change Order No. 1 to the Contract for the Valve Assessment Program (Contract VAP-1/21) for a Contract Time Extension.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 2

PROJECT NAME: VALVE ASSESSMENT PROGRAM

CHANGE ORDER NO. 1

LOCATION: Cook County, Illinois

CONTRACT NO. VAP-1/21

CONTRACTOR: Valve Reconditioning Service
dba Actuation Group.

DATE: August 19, 2021

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Extension of Contract Time

B. REASON FOR CHANGE:

1. Due to the Owner adding restrictions that the work described in this contract cannot take place in summer, and an extension of Contract Time is warranted.

C. REVISION IN CONTRACT PRICE:

1. \$0.00

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by this Change Order, revises the Contract Completion Date to 365 days past the signing of the contract or June 4, 2022.

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Valve Reconditioning Services, Inc.


By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

Date: August 12, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Authorizing the Execution of a Master Agreement with DeLasCasas CP, LLC for Professional Engineering Services at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-32-21	APPROVAL JB 	
Account Nos: 01-60-629000, 01-60-751200			
<p>Resolution No. R-32-21 would authorize the General Manager to enter into a master agreement with DeLasCasas CP, LLC for professional engineering services in connection with various projects as they arise. The Commission is looking to utilize DeLasCasas CP, LLC to assist with the newly implemented corrosion control monitoring program. The program began last year with performing Test Point Surveys on the entire system and Close Interval Surveys on the steel mains within the system. The Commission is seeking DeLasCasas CP, LLC to assist in evaluating the results of these surveys. This master agreement 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.</p>			
MOTION: To adopt Resolution No. R-32-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-32-21

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER AGREEMENT WITH DELASCASAS CP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES AT THE AUGUST 19, 2021,
DuPAGE WATER COMMISSION MEETING

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

WHEREAS, the Commission desires to obtain from time to time, and DeLasCasas CP, LLC, desire 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 agreement between the DuPage Water Commission and DeLasCasas CP, LLC for Professional Engineering Services, in substantially the form

Resolution No. R-32-21

attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master 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 agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master agreement executed by DeLasCasas CP, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-32-21.docx

EXHIBIT 1

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
DELASCASAS CP, LLC
FOR
GENERAL ENGINEERING SERVICES
FOR THE DuPAGE WATER COMMISSION

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	THE SERVICES1
1.1	Performance of the Services1
1.2	Commencement and Completion Dates2
1.3	Required Submittals2
1.4	Review and Incorporation of Contract Provisions2
1.5	Financial and Technical Ability to Perform2
1.6	Time.....3
1.7	Consultant's Personnel and Subcontractors3
1.8	Owner's Responsibilities.....5
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....6
ARTICLE II	CHANGES AND DELAYS7
2.1	Changes7
2.2	Delays.....7
2.3	No Constructive Change Orders.....7
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES8
3.1	Standard of Care8
3.2	Corrections8
3.3	Risk of Loss8
ARTICLE IV	FINANCIAL ASSURANCES9
4.1	Insurance.....9
4.2	Indemnification9
ARTICLE V	PAYMENT9
5.1	Contract Price9
5.2	Taxes, Benefits and Royalties9
5.3	Progress Payments10
5.4	Final Acceptance and Final Payment10
5.5	Deductions.....11
5.6	Accounting.....11
ARTICLE VI	REMEDIES12
6.1	Owner's Remedies12
6.2	Terminations and Suspensions Deemed for Convenience12

ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	13
7.1	Binding Effect	13
7.2	Relationship of the Parties.....	13
7.3	No Collusion/Prohibited Interests.....	13
7.4	Assignment.....	14
7.5	Confidential Information.....	14
7.6	No Waiver.....	14
7.7	No Third Party Beneficiaries	14
7.8	Notices.....	14
7.9	Governing Laws.....	15
7.10	Changes in Laws	15
7.11	Compliance with Laws and Grants	15
7.12	Documents	16
7.13	Time.....	16
7.14	Severability	16
7.15	Entire Agreement.....	17
7.16	Amendments	17

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
DELASCASAS CP, LLC
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 *DeLasCasas CP, LLC, 111 Ambassador Ave, Romeoville, Illinois, 60446, a Illinois Company* ("Consultant"), make this Contract as of the **23rd** day of **August** 2021, 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 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"). Notwithstanding anything in this Contract to the contrary, all payments shall be subject to and made according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

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: **Jessica Bonnema**

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

**DeLasCasas CP, LLC,
111 Ambassador Ave
Romeoville, Illinois, 60446
Attention: Rogelio De Las Casas**

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.

Owner recognizes that information stored on electronic information prepared by Consultant may not be 100% compatible with their own computer system due to differences in computer hardware and software, or may be subject to translation errors. In addition, Owner recognizes that designs, plans and data stored on electronic information may be subject to undetectable alteration and/or uncontrollable deterioration.

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: _____
Clerk

By: _____
General Manager

Attest/Witness:

DELASCASAS CP, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**
[INSERT NAME OF PROJECT]

2. **Approvals and Authorizations:**
[INSERT ANY REQUIRED BY THE PROJECT]

3. **Commencement Date:**
[INSERT THE DATE OF EXECUTION OF THE CONTRACT BY OWNER]

4. **Completion Date:**

To be agreed upon before contract execution:

 - A. **Task 1:** ____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

 - B. **Task 2:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

 - C. **Task 3:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**
 - A. **Worker's Compensation and Employer's Liability** with limits not less than:
 - (1) **Worker's Compensation:** Statutory;

 - (2) **Employer's Liability:**

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a

material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision.”

- B. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Commercial General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) Each Occurrence: \$1,000,000
- (2) General Aggregate: \$2,000,000
- (3) Completed Operations Aggregate: \$2,000,000
- (4) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

- D. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant’s negligent acts, errors, and omissions under the Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

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

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows:
The DuPage Water Commission, including its Board members and elected

and appointed officials, its officers, employees, named agents, including Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of **[X.XX]** for all Services for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Task 1	\$ TDB
Task 2	\$ TDB
Task 3	\$ TDB

7. **Payments:**

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

ATTACHMENT B

SCOPE OF SERVICES

[INSERT DESCRIPTION OF SERVICES]

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

1. Basic Services.

[INSERT LIST OF TASKS ASSOCIATED WITH PROJECT]

- a. Task 1
- b. Task 2
- c. Task 3

ATTACHMENT C

SUBMITTAL SCHEDULE

Submittal:

Due Date:

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:

Telephone:

2. Security:

- A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform the Services, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees, as set forth in the Contract.
- B. Background Investigations. Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:
- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
 - b. Education History
 - c. Military Service
 - d. Character and Reputation References
 - e. Verification of Identity
 - f. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform the Services, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

- C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.
- D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.
- E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising there from.

3. Facility Locations and Testing Results and Analysis:

Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

ATTACHMENT E

TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline						
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-33-21</p>	<p>APPROVAL</p> <p><i>JB</i></p> <p><i>[Signature]</i> <i>[Signature]</i></p>							
<p>Account Number: 01-60-663100 (estimated cost of \$70,640.00)</p> <p>The Commission entered into certain agreements dated June 30, 2021 with John Neri Construction Co., Inc. and Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-33-21 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 004 to Rossi Contractors, Inc.</p> <p>The pipeline department has identified 24 manhole lids and cathodic protection handhole structures that require repairs. These repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing or installing new adjustment rings, frames, or lids. Staff also asked the QR contractors to provide an estimate for any future manhole repairs that may come up as an additional line item. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:</p> <table border="1" data-bbox="475 1455 1222 1619"> <tr> <td>Rossi Contractors, Inc.</td> <td>\$60,900.00</td> </tr> <tr> <td>Benchmark Construction Co.</td> <td>\$89,000.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>\$143,700.00</td> </tr> </table> <p>Approval of Resolution R-33-21 would approve Work Authorization Order Number 004 to Rossi Contractors, Inc. for the work as described in Exhibit 1 to this resolution, at a total estimated cost of \$70,640.00. This cost includes an additional 5 manhole lid repairs that may be needed in the future.</p>				Rossi Contractors, Inc.	\$60,900.00	Benchmark Construction Co.	\$89,000.00	John Neri Construction Co., Inc.	\$143,700.00
Rossi Contractors, Inc.	\$60,900.00								
Benchmark Construction Co.	\$89,000.00								
John Neri Construction Co., Inc.	\$143,700.00								
<p>MOTION: To adopt Resolution No. R-33-21</p>									

DUPAGE WATER COMMISSION**RESOLUTION NO. R-33-21****A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE
AUGUST 19, 2021, DUPAGE WATER COMMISSION MEETING**

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

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

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

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.004

LOCATION:

Various locations throughout system, see attached mapbook.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Perform the following frame and lid repairs as listed at the various locations in the table below:

2021 Frame and Lid Repair List

#	Asset	Pipeline	Station	Page	Location	Village	Comments on Repairs	Structure
1	11090	TSW D-87 1	171+28	12	Rte. 56 100' West of Summit	Oak Brook Terrace	Needs DWC BOV lid and valve box replacement. In roadway	BOV
2	10884	FSW-4/89 2	29+20	3	On Finley Rd. 1000 S/of Lacey	Downers Grove	Patch Failure in roadway	BOV
3	10882	FSW-4/89 2	12+80	2	On Finley Rd. 500 N/of Lacey	Downers Grove	Patch Failure in roadway	BOV
4	NA	TW-2	185+75	55	WB Highlake 500' West of Shelburn Farms Dr	Winfield	Raise CP handhole structure in gravel to grade	CP
5	10154	FOB-2/89	12+20	34	WB Warrenville Rd at Lucent Ln	Naperville	Patch Failure in roadway	AR
6	10865	FS-2/89, MS-15A	10+91	20	SE Corner of Ranchview Dr and Princeton Cr.	Naperville	Valve box paved over in roadway	BOV
7	10838	FOB-2/89	48+30	45	Warrenville Rd 1500' east of Washington	Naperville	Lid sunk/Valve Box replacement in roadway	BOV
8	11205	FOB-2/89	53+25	46	Warrenville Rd 1000' east of Washington	Naperville	Frame sits high. Cracked from plows in roadway. Reset and replace to grade	BV
9	10815	FOB-2/89, MS-26B	42+66	33	Lambert Lake entrance off of Lambert Rd	Glen Ellyn	Lid in gravel--gets buried each plow season. Raise to grade with asphalt or concrete pad surrounding	BOV
10	10346	TN-1/88	446+44		4N194 Church Rd	Bensenville	Wrong lid, replace with new DWC frame and lid	AR
11	10490	TS-5/97	292+71	26	455 38th St	Downers Grove	Patch Failure in roadway	AR
12	12167	TS-5/97	0+53	1	NE Corner of 75th and Fairview	Darien	Lid sits high, replace frame and lid in sidewalk with new	Vent
13	10696	90"	6+72	1	On the west Central Ave. parkway between I-290 exit Ramp and CTA	Chicago	Sub-Structure/rings to support lid sunk. Needs to be built up	BOV
14	10923	TN-1/88	23+42	4	South Metra ROW East of Spring Rd	Roselle	Flange sits too high/ Needs to be cut and lowered	BOV
15	10937	TN-1/88	384+58	29	NE Corner of Church Rd and Grove Ave	Bensenville	Frame and Lid Offset. Needs to be re-centered	BOV
16	10942	TN-1/88	466+87	35	Church Rd 850' N/of Grand Ave	Bensenville	Flange sits too high/ Needs to be cut and lowered	BOV
17	10778	FNW-2/89, MS-14B	0+42	40	201 N Elizabeth	Lombard	Valve box sits high in driveway apron	BOV
18	10962	TNW-1/88	139+10	11	Monteray Ave and Great Western Trail	Villa Park	Patch Failure around lid. Install a 1'double flanged spool piece to build up riser	BOV
19	10856	FS-2/89, MS-22A	19+61	8	73rd Ct 75' S/of Rte. 83	Willowbrook	Lid in gravel--gets buried each plow season. Raise to grade with asphalt or concrete pad surrounding	BOV
20	NA	TS-5/97	274+94	25	In front parkway of 3940 Douglas Rd	Downers Grove	Raise CP handhole structure in grass parkway to grade. Restore area	CP
21	NA	TIB-1/03	90+00	8	North Entrance of the Elmhurst Reclamation Plant	Elmhurst	Raise buried CP handhole structure in parkway/asphalt to grade	CP
22	10789	NW-1	128+70	13	On Ardmore 25' S/of Park	Villa Park	Frame cracked and not centered over flange. Asphalt failure	BOV
23	10788	NW-1	117+25	11	In curb at 524 S Ardmore.	Villa Park	Low spot on curb, could be leveled, rings are deteriorated.	BOV
24	10787	NW-1	102+02	8	In curb at 740 S Ardmore.	Villa Park	Low spot on curb, could be leveled, rings are deteriorated.	BOV
25	TBD	Unknown			TBD		asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lids in compliance with the local authority having jurisdiction	

REASON FOR WORK:

Manhole lid and repairs are needed to maintain safe access to our pipeline.

MINIMUM RESPONSE TIME:

N/A

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

DWC will supply all frames and lids needed for the repairs, the contractor is to provide everything else.

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:

See attached.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____


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

By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-34-21	APPROVAL 

Account Numbers: 01-60-662300 (Estimated Cost \$8,000.00)

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-34-21 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 001: This work authorization is for Benchmark Construction Co., Inc., and the work completed prior to board approval and was necessary to replace an existing 8" plug valve near the ceiling in the meter shop with a new 8" plug valve provided by owner. This valve is 30 years old and getting hard to operate. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co.	\$4,000.00
John Neri Construction Co., Inc.	\$4,600.00
Rossi Contractors, Inc.	\$5,000.00

Work Authorization Order No. 002: This work authorization is for Benchmark Construction Co., Inc., and the work completed prior to board approval and was necessary to remove a 10" meter casing with strainer from vault under the meter shop office. Provide a 10" pipe section and any required fittings and install with owner provided new epoxy coated strainer in place of the removed 10" meter casing and strainer. The meter casing was obsolete and not necessary, and the cast iron strainer was rusting. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co.	\$4,000.00
John Neri Construction Co., Inc.	\$6,800.00
Rossi Contractors, Inc.	\$5,000.00

Approval of Resolution R-34-21 would approve Work Authorization Order No. 001 and No. 002 to Benchmark Construction Co. at an estimated cost of \$8,000.00.

MOTION: To adopt Resolution No. R-34-21.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21
AT THE AUGUST 19, 2021, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.001

LOCATION:

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

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Remove existing 8" plug valve near ceiling in meter shop and install new 8" plug valve with gaskets, nuts & bolts provided by owner. Test operation to make sure there are no piping leaks and the valve seats properly to stop flow of water. DWC staff will assist in the testing.

REASON FOR WORK:

Existing 8" plug valve is 30 years old and getting hard to operate.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 – 8" Pug valve with manual chainwheel actuator w/ gaskets and nuts & bolts.

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

DATE: _____

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.002

LOCATION:

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

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Remove 10" meter casing with strainer from vault under meter shop office. Install new strainer provided by owner. Provide 10" pipe section and any required fittings to replace the 10" meter casing that was removed. Owner will provide stainless-steel hardware and gaskets. Install owner provided 10" isolation gasket kit on one side of the strainer. Test to confirm isolation and no water leaks. DWC staff will assist with testing.

REASON FOR WORK:

The meter casing is obsolete and not required anymore. The strainer is cast iron and rusting. The strainer is still needed to catch debris.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 – 10" Strainer assembly
Qty 1 – 10" Isolation Gasket Kit

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

DATE: _____

Date: August 12, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Authorizing the Execution of a Master Agreement with Northern Inspection Services, LLC for Professional Engineering Services at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-36-21	APPROVAL   
<p>Account Nos: 01-60-629000, 01-60-751200</p> <p>Resolution No. R-36-21 would authorize the General Manager to enter into a master agreement with Northern Inspection Services, LLC for professional engineering services in connection with various projects as they arise. The Commission is looking to utilize Northern Inspection Services, LLC to assist with the newly implemented corrosion control monitoring program. The Commission is also seeking Northern Inspection Services' engineering assistance to evaluate the Polarization Cell Replacement (PCR) devices currently used at the Commission. A PCR is a device designed to simultaneously provide DC decoupling and AC continuity/grounding on our ROVs when used with cathodically protected structures. This master agreement 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.</p>	
MOTION: To adopt Resolution No. R-36-21.	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-36-21

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER AGREEMENT WITH NORTHERN INSPECTION
SERVICES, LLC
FOR PROFESSIONAL ENGINEERING SERVICES AT THE AUGUST 19, 2021,
DuPAGE WATER COMMISSION MEETING

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

WHEREAS, the Commission desires to obtain from time to time, and Northern Inspection Services, LLC, desire 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 agreement between the DuPage Water Commission and Northern Inspection Services, LLC for Professional Engineering Services, in substantially

Resolution No. R-36-21

the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master 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 agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master agreement executed by Northern Inspection Services, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-36-21.docx

EXHIBIT 1

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
NORTHERN INSPECTION SERVICES, LLC
FOR
GENERAL ENGINEERING SERVICES
FOR THE DUPAGE WATER COMMISSION

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates	2
1.3	Required Submittals	2
1.4	Review and Incorporation of Contract Provisions	2
1.5	Financial and Technical Ability to Perform.....	2
1.6	Time.....	3
1.7	Consultant's Personnel and Subcontractors.....	3
1.8	Owner's Responsibilities.....	5
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	6
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes	7
2.2	Delays.....	7
2.3	No Constructive Change Orders.....	7
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	8
3.1	Standard of Care	8
3.2	Corrections	8
3.3	Risk of Loss	8
ARTICLE IV	FINANCIAL ASSURANCES	9
4.1	Insurance.....	9
4.2	Indemnification	9
ARTICLE V	PAYMENT	9
5.1	Contract Price	9
5.2	Taxes, Benefits and Royalties	9
5.3	Progress Payments	10
5.4	Final Acceptance and Final Payment	10
5.5	Deductions.....	11
5.6	Accounting.....	11
ARTICLE VI	REMEDIES.....	12
6.1	Owner's Remedies	12
6.2	Terminations and Suspensions Deemed for Convenience	12

ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	13
7.1	Binding Effect	13
7.2	Relationship of the Parties	13
7.3	No Collusion/Prohibited Interests.....	13
7.4	Assignment.....	14
7.5	Confidential Information.....	14
7.6	No Waiver.....	14
7.7	No Third Party Beneficiaries	14
7.8	Notices.....	14
7.9	Governing Laws.....	15
7.10	Changes in Laws	15
7.11	Compliance with Laws and Grants	15
7.12	Documents	16
7.13	Time.....	16
7.14	Severability	16
7.15	Entire Agreement.....	17
7.16	Amendments	17

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
NORTHERN INSPECTION SERVICES, LLC
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 ***Northern Inspection Services, LLC, 95 Center Drive, Gilberts, IL 60136, a Illinois Company*** ("Consultant"), make this Contract as of the **23rd** day of **August**, 2021, 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 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"). Notwithstanding anything in this Contract to the contrary, all payments shall be subject to and made according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

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: **[TBD]**

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

Northern Inspection Services LLC
95 Center Drive
Gilberts, IL 60136
Attention: **Veronica Huckstorf**

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: _____
Clerk

By: _____
General Manager

Attest/Witness:

NORTHERN INSPECTION SERVICES, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

[INSERT NAME OF PROJECT]

2. **Approvals and Authorizations:**

[INSERT ANY REQUIRED BY THE PROJECT]

3. **Commencement Date:**

[INSERT THE DATE OF EXECUTION OF THE CONTRACT BY OWNER]

4. **Completion Date:**

To be agreed upon before contract execution:

A. **Task 1:** ____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. **Task 2:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. **Task 3:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

A. **Worker's Compensation and Employer's Liability** with limits not less than:

(1) **Worker's Compensation:** Statutory;

(2) **Employer's Liability:**

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a

material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision.”

- B. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Commercial General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) Each Occurrence: \$1,000,000
- (2) General Aggregate: \$2,000,000
- (3) Completed Operations Aggregate: \$2,000,000
- (4) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

- D. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant’s negligent acts, errors, and omissions under the Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

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

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows:
The DuPage Water Commission, including its Board members and elected

and appointed officials, its officers, employees, named agents, including Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of **[X.XX]** for all Services for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Task 1	\$ TDB
Task 2	\$ TDB
Task 3	\$ TDB

7. **Payments:**

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

ATTACHMENT B

SCOPE OF SERVICES

[INSERT DESCRIPTION OF SERVICES]

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

1. Basic Services.

[INSERT LIST OF TASKS ASSOCIATED WITH PROJECT]

a. Task 1

b. Task 2

c. Task 3

.

ATTACHMENT C

SUBMITTAL SCHEDULE

Submittal:

Due Date:

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:

Telephone:

2. Security:

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

B. Background Investigations. Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
- b. Education History
- c. Military Service
- d. Character and Reputation References
- e. Verification of Identity
- f. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform the Services, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

- C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.
- D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.
- E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising there from.

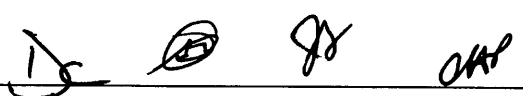
3. Facility Locations and Testing Results and Analysis:

Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

ATTACHMENT E

TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Engineering		
ITEM	<p>A Resolution Suspending Purchasing Procedures and Approving Requisition 72882 for the Development of a New AT&T Fiber Line at the August 19, 2021 DuPage Water Commission Meeting.</p> <p>Resolution No. R-37-21</p>	<p>APPROVAL</p> 			
<p>Account Number: 01-60-771700 Estimated at \$27,509.32</p>					
<p>Resolution No. R-37-21 would suspend purchasing procedures and approve requisition 72882 in the amount estimated at \$27,509.32 thereby authorizing staff to purchase the development of a new AT&T switched ethernet fiber line to provide a replacement for the point-to-point radio system that serves as primary communication for our supervisory control and data acquisition (SCADA) system between the DuPage Water Commission Pump Station and the Illinois State Toll Highway Authority (ISTHA) Plaza 35 tower.</p>					
<p>Suspension of purchasing procedures for this purchase is in the best interest of the Commission as our existing point-to-point radio system that serves as our primary communication link for SCADA between the DuPage Water Commission Pump Station and our remote sites has lost its back up and is no longer supported or manufactured. The point-to-point radio system allows the communication and monitoring of SCADA throughout our remote sites within DuPage and Cook County using the ISTHA tollway towers as the backbone of the system. The option to replace the point-to-point radio system with AT&T fiber is the more cost-effective solution that also provides a larger data transmission capacity which is needed for the upcoming SCADA replacement project. The cost of the new AT&T fiber line to ISTHA Plaza 35 is broken into two components. The single non-recurring cost, which covers the installation cost for AT&T to route and implement the new fiber line developed for our needs, and the 1 Gb fiber access recurring cost which is the monthly pricing for the use of AT&T's fiber services, pricing is listed below.</p>					
<table border="1"> <tr> <td>Fiber Build - Special Construction (Non-recurring)</td> <td>\$ 26,659.32</td> </tr> </table>		Fiber Build - Special Construction (Non-recurring)	\$ 26,659.32		
Fiber Build - Special Construction (Non-recurring)	\$ 26,659.32				
<table border="1"> <tr> <td>AT&T Fiber 1Gb Access (monthly cost)</td> <td>\$ 850.00</td> </tr> </table>		AT&T Fiber 1Gb Access (monthly cost)	\$ 850.00		
AT&T Fiber 1Gb Access (monthly cost)	\$ 850.00				
<p>The services listed in requisition 72882 would be used to replace the Commission's existing point-to-point radio system with a new AT&T fiber line. The goal is to increase network reliability and data transfer capacity between our facility and the ISTHA Plaza 35 tower that we utilize to pull remote facility data over SCADA.</p>					
<p>MOTION: To approve Resolution No. R-37-21.</p>					



DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-21

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING REQUISITION 72882 FOR DEVELOPMENT OF A NEW AT&T FIBER LINE AT THE AUGUST 19, 2021
DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from AT&T, dated as of June 22, 2021, in the amount estimated at \$27,509.32 for the development of a new 1 Gb fiber line as requested by Commission staff; 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 accept the price quotation offered by AT&T to develop the 1 Gb fiber line as requested by Commission staff;

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: The price quotation of AT&T, dated as of June 22, 2021, for the development of a new 1 Gb fiber line as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the requisition 72882 in the amount estimated at \$27,509.32 necessary to effect purchase of said hardware is hereby approved 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 _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/2021/R-37-21.doc

Exhibit



Quotation

AT&T Public Sector - State, Local, and Education

DATE 6/22/2021
Quotation # DUP062221ASE01

Client Solutions Executive: Jennifer Kuceba
847-207-7379
jk9872@att.com

Quotation For:

DuPage County Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126

Prepared by: Craig Cushman
616-881-9490
cc9189@att.com

Quotation valid until: 9/20/2021

Product: AT&T Switched Ethernet - Network on Demand - 36mn

QUANTITY	DESCRIPTION	Access Port MRC	CIR MRC	Non-Recurring	Extended MRC	Extended Non-Recurring
2	ASEoD - 10M CIR (Basic - Business Critical Medium) / 1000M Access Special Construction (2601' fiber build) Locations on this quote : Tollway - 1 TRI-STATE TOLLWAY, ELMHURST, IL 60126 DuPage Water - 600 E BUTTERFIELD RD, ELMHURST, IL 60126	\$ 250.00	\$ 175.00	\$26,659.32	\$ 850.00	-
1						\$ 26,659.32
TOTAL					\$ 850.00	\$ 26,659.32

* - 1 Gbps handoff options include 1000 Base TX Electrical, 1000 Base SX for Multi-Mode Fiber (MMF) Optical, and 1000 Base LX for Single Mode Fiber (SMF) Optical

Comments or Special Instructions:


Customer will be responsible for providing conduit from Demarcation point to property line for access of primary route and, where appropriate, dual entrance access. Internal wiring between demarcation point and customer premise equipment shall be the responsibility of the Customer. However, pricing for these services can be provided by AT&T's Structured Cabling Division upon request.

Customer will be responsible to provide necessary "room-ready" requirements including space for equipment mountings or rack(s), power and ground. Detailed requirements will be provided to the Customer upon completion of initial site visit that will take place once the order for service has been placed.

THANK YOU FOR YOUR BUSINESS!

DATE: August 6, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Engineering
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates at the August 19, 2021 DuPage Water Commission Meeting Resolution No. R-39-21	APPROVAL	
Account No.: 01-60-771700 – (Not to Exceed \$40,000.00)			
<p>On March 21, 2019, the Commission approved R-12-19, Task Order No. 3, with Strand Associates for professional engineering services on revision of the Request for Proposal (RFP) for the Supervisory Control and Data Acquisition (SCADA) Replacement Project at a cost not-to-exceed \$8,000.00.</p> <p>DWC Staff have received the 90% Design drawings and technical specifications prepared by Carollo Engineers Inc. for the SCADA Replacement Project and has reached out to Strand Associates to assist in the review and revision of these documents. Staff would like to amend Task Order No. 3 to have Strand Associates utilize their expertise and experience to guide Staff and provide the necessary technical information on the Commission's design review and revision up until the selection of an integrator for the SCADA Replacement Project. This will provide support and enable Staff to develop a more detailed and complete design package.</p> <p>Resolution No. R-39-21 would approve the First Amendment to Task Order No. 3 to the Master Contract with Strand Associates for an additional \$40,000.00, making the Total Cost not-to exceed \$48,000.00.</p>			
MOTION: To adopt Resolution No. R-39-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-39-21

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 3 UNDER A MASTER CONTRACT
WITH STRAND ASSOCIATES AT THE AUGUST 19, 2021 DuPAGE WATER
COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Strand Associates (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-12-19, the Commission approved Task Order No. 3 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 3 to the Master Contract to add costs incurred with design and technical specifications review and increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 3 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

Resolution No. R-39-21

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 3 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 3 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/2021/R-39-21.doc

Resolution No. R-39-21

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 3**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Strand Associates (“Consultant”), for Professional Engineering Services dated July 31, 2013 (the “Contract”), Owner and Consultant agree to amend, effective August 20, 2021, Task Order No. 3 Perform a peer review of the design drawings and specifications prepared by Carollo Engineers, Inc. (Carollo) for the Owner’s Supervisory Control and Data Acquisition (SCADA) System Replacement Project (Task Order No. 3) as follows:

1. Services of Consultant

Section 2, entitled “Services of Consultant” of Task Order No. 3 shall be amended to add the following services:

Owner has received the 90 percent submittal of the drawings and specifications for the SCADA System Replacement Project. Consultant assisted the Owner with preparation of the request for proposals for the project. The Owner has requested Consultant review the SCADA drawings and specifications and provide written comments regarding the scope, technical content, and consistency. The Consultant will:

- a. Review the 90 percent 147-page drawing set and the 900-page technical specifications document and provide written comments in the form of a letter to the Owner.
- b. Attend up to two two-hour review meetings with the Owner and Carollo via online collaboration software discuss the written comments.
- c. Review the final submittal drawings and specifications that are prepared to address the comments and provide a letter to Owner indicating disposition of the comments. It is anticipated the quantity of drawings and number of pages in the technical specifications will be similar to the 90 percent submittal.
- d. Attend up to two two-hour meetings with the Owner and Carollo via online collaboration software to discuss comments that were not addressed from the 90 percent submittal.
- e. Provide up to 24 hours of phone support to Owner for additional questions.

2. Contract Price:

Section 8, entitled “Contract Price,” of Task Order No. 3 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

“8. Contract Price:

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

Notwithstanding the foregoing, the total Contract Price shall be NTE \$48,000.00 The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.”

3. Designated Representative for Task Order

The DuPage Water Commission designated representative for Task Order No. 3 shall be amended in its entirety so the designated representative shall hereafter be and read as follows:

Resolution No. R-39-21

“Denis Cuvalo
Coordinating Engineer
cuvalo@dpwc.org
(630) 834-0100”

In all other respects, Task Order No. 3 to the Contract shall remain in full force and effect, and Task Order No. 3 to the Contract shall be binding on both parties as hereinabove amended.

DuPage Water Commission

BY: _____
John F. Spatz
General Manager

Strand Associates

BY: _____
Joseph M. Bunker
Corporate Secretary

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities						
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-40-21</p>	<p>APPROVAL</p> <p style="text-align: right;"><i>JWS</i></p> <p style="text-align: center;"><i>JK</i></p> <p style="text-align: right;"><i>CMR</i></p>							
<p>Account Numbers: 01-60-663300 (Estimated Cost \$21,500.00)</p> <p>The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-40-21 would approve the following Work Authorization Order under the Quick Response Contracts.</p> <p>Work Authorization Order No. 003: This work authorization is for Rossi Contractors, Inc., to replace various sidewalk sections that are settling causing tripping hazards to the entrances of three Meter Stations. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:</p> <table border="1" data-bbox="435 1304 1182 1465"> <tr> <td>Benchmark Construction Co.</td> <td>\$41,000.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>N/A</td> </tr> <tr> <td>Rossi Contractors, Inc.</td> <td>\$21,500.00</td> </tr> </table> <p>Approval of Resolution R-40-21 would approve Work Authorization Order No. 003 to Rossi Contractors, Inc. at an estimated cost of \$21,500.00.</p>				Benchmark Construction Co.	\$41,000.00	John Neri Construction Co., Inc.	N/A	Rossi Contractors, Inc.	\$21,500.00
Benchmark Construction Co.	\$41,000.00								
John Neri Construction Co., Inc.	N/A								
Rossi Contractors, Inc.	\$21,500.00								
<p>MOTION: To adopt Resolution No. R-40-21.</p>									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-40-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21
AT THE AUGUST 19, 2021, DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.003

LOCATION:

Meter stations:

MS1B, 1011 W Fullerton Ave., Addison

MS5D, 625 N Joyce St., Lombard

MS21A, 1590 S President St, Wheaton (Behind Fire Station)

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Replace sunken sidewalk sections leading to meter station entrances. Remove all necessary sidewalk sections, add appropriate fill, grade and compact, form and pour new concrete sections. Adjust B-Box structures as necessary to be flush with sidewalk. Restore landscaping and apply grass seed mat, as necessary.

MS1B, add additional fill to right of sidewalk to blend with grade around corner of meter station. Add at least 2 inches of gravel to match existing gravel area around building.

MS21A, add additional dirt to raise grade around manhole structure next to sidewalk and adjust B-Box to same elevation as manhole. Grade to blend in with surrounding area and apply grass seed mat.

REASON FOR WORK:

Sidewalk sections have sunken causing tripping hazards.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:


By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

DATE: August 10, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities						
ITEM	A Resolution Suspending Purchasing Procedures and Approving Requisition 72898 for Removal of Downed Trees at Tank Site 4 Due to June 20, 2021 Tornado at the August 19, 2021 DuPage Water Commission Meeting. Resolution No. R-41-21	APPROVAL							
Account Numbers: 01-60-649100 (Not-to Exceed \$52,000.00)									
<p>Resolution No. R-41-21 would suspend purchasing procedures and approve requisition 72898 in the amount not-to exceed \$52,000.00 thereby authorizing staff to purchase tree removal services at Tank Site 4 (TS4). On June 20, 2021 an EF3 tornado struck DWC property at TS4 leaving in its path numerous damaged and downed trees on the east, south and west perimeters that pose risk and liability to our neighboring community.</p> <p>Suspension of purchasing procedures for this purchase is in the best interest of the Commission as the damaged and downed trees pose risk and liability to our neighboring community. Commission Staff reached out to three landscaping groups, one including our current landscaping contractor, to visit TS4 and provide a daily quote to clear the perimeter around the tank site property. Listed below are the three landscaping groups and their daily quotes:</p> <table border="1"><tr><td>Dawson Tree Service</td><td>\$3,160.00 per day</td></tr><tr><td>Beary Landscaping</td><td>\$3,500.00 per day</td></tr><tr><td>Kramer Tree Specialists, Inc.</td><td>\$4,690.00 per day</td></tr></table> <p>All vendors quoted a price per day with an average 12-13 days to perform all work. Beary Lanscaping was the lowest bidder for our current landscaping contract, however due to the magnitude of the amount of trees to be removed, it was beyond the scope of the existing contract. It is recommended by Commission Staff to choose the second lowest bidder, Beary Landscaping, due to the familiarity and constraints of the TS4 property as well as previous experience clearing the perimeter zone. We also anticipate further land management work to be performed in the interior of TS4 this coming fall to address the remaining trees that have fallen due the tornado. The services listed in requisition 72898 would be used to authorize Beary Landscaping to perform tree removal around the TS4 property perimeter.</p>				Dawson Tree Service	\$3,160.00 per day	Beary Landscaping	\$3,500.00 per day	Kramer Tree Specialists, Inc.	\$4,690.00 per day
Dawson Tree Service	\$3,160.00 per day								
Beary Landscaping	\$3,500.00 per day								
Kramer Tree Specialists, Inc.	\$4,690.00 per day								
MOTION: To adopt Resolution No. R-41-21.									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-41-21

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING
REQUISITION 72898 FOR REMOVAL OF DOWNED TREES AT TANK SITE 4 DUE TO
JUNE 20, 2021 TONADO
AT THE AUGUST 19, 2021, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from Beary Landscaping, dated as of August 10, 2021, in the amount \$3,500.00 per day for the removal of damaged and downed trees at Tank Site 4 as requested by Commission staff; 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 accept the price quotation offered by Beary Landscaping to clear the Tank Site 4 perimeter as requested by Commission staff;

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: The price quotation by Beary Landscaping, dated as of August 10, 2021, for the removal of damaged and downed trees at Tank Site 4 as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the requisition 72898 in the amount

Resolution No. R-41-21

not-to exceed \$52,000.00 necessary to effect purchase of said hardware is hereby approved 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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1



4627 Elm Avenue
 Brookfield, Illinois. 60513
 Phone: (847)768-9800 Fax: (847)768-9801

August 10, 2021
 Proposal No: 37727

Landscape Enhancement Proposal

Submitted To	Project
Alan Stark Dupage Water Commission 600 E. Butterfield Rd Elmhurst, IL 60126	DuPage Water Commission 600 E. Butterfield Rd. Elmhurst, IL 60126

Scope

Standpipe #4 Tree Work

East Side

Scope of Work-

For a ten foot wide section along the property line for the east side cut up fallen trees, damaged trees and fallen branches. Cut the trees into five to ten foot sections and move them farther into the property. Do not stack the cut up sections of trees. Use a chipper and chip all fallen branches in this area and blow the chips farther into the property making sure not to make piles. Any trees that have fallen onto the property but are still partially on homeowners property will be cut at the property line. The chipper will need to be brought in on the property using a skid steer for this work.

Cost-

The tree work is estimated for (5) full days at \$3,500 per day. This includes a driver / truck to bring a chipper and another driver / truck to bring the skid steer. If the tree work gets done in less time the price will be adjusted.

Clear Path On The East Side of Water Towers:

Starting off the east side of the parking lot to create a path about 15 feet wide to run along the east side of the property by the water towers stopping at the meter house at the south side of the towers to allow truck access to the property line without driving through homeowner's properties. To create this path cut up fallen trees into five foot sections, take down trees still standing, cut down weeds and grass and chip up branches.

Estimated at a 1.5 to 2 days of work at \$3,500 per day.

West Side, SW Corner & Maybe South Side

For a ten foot wide section along the property line for west and south borders to cut and clear fallen trees and branches. Cut trees into five foot sections and move them farther into the property. Do not stack cut up section of trees. Use chipper and chip fallen branches to blow farther into the property making sure not to make piles. For the SW corner use the homeowners driveway to get to the south border and around the wet areas. Take care of the trees partially on their property that have fallen into DWC's property. Take care of any additional trees down along the south border if needed.

Estimated at 5 days of work at \$3,500 per day. This includes a driver / truck to bring a chipper and another driver / truck to bring the skid steer. If the tree work gets done in less time the price will be adjusted.

Total cost for all work mentioned above approximately \$42,000.00 depending on the days needed.

Revised Tree Work

Project Total 42,000.00

Terms & Conditions

Payment Terms - Work to be billed upon completion. Net 30 days. In the event any legal action is taken to collect the amount due, buyer agrees to pay all costs and expenses. Any change by the buyer involving extra costs will become an extra charge.

Guarantee - Proper watering of plants, seed and sod is the responsibility to owner. Beary warrants replacement of plant material for one year. *This warranty does not apply to annuals, roses, perennials, grasses, ground cover, sod, seed, transplants, or any material not properly maintained.* This guarantee does not apply to damage to material caused by animals, insects, fungus, vandalism, snow plowing, or salting, or acts of God such as lightning, wind, or drought.

Sub Grade Hidden Obstacles - Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof.

Acceptance of Proposal - This estimate is hereby accepted and Beary Landscape is authorized to do the work as specified.

Authorized By: 

08/10/21

Date

Jeffrey Roberts
Account Representative .
312-989-0416
jroberts@bearylandscaping.com

Owner/
Representative's
Signature:

Dupage Water Commission

Date

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT Operations
ITEM	<p>A Resolution Approving a 12-Month contract time extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc.</p> <p>Resolution No. R-42-21</p>	<p>APPROVAL</p> <p>MW</p> <p><i>[Signature]</i> <i>[Signature]</i></p>
<p>Account Number: 01-60-771900 & 01-60-662100</p> <p>In accordance with R-29-18, the Commission awarded a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. This contract included unit prices for labor services to be used on an as needed basis for most heavy machinery and equipment rigging, transportation and installation service on the Commission’s large service pumps, motors and water system equipment by issuance of Purchase Orders.</p> <p>Throughout the term of the contract, Mecon provided Mechanical and Rigging services on one of the Commission’s Vertical High Lift Pumps (HLP) and Large Motor; in addition to, completing the replacement of five of twenty 30” & 36” HLP isolation valves. The valve replacement project was put on hold in June of 2021 prior to high demand season and is tentatively scheduled to resume in October of 2021 during lower demand season.</p> <p>The existing contract expires on October 19, 2021. Staff believes that it would be in the Commission’s best interest to extend the contract term limit for a period of 12-Months commencing on October 20, 2021 and ending on October 20, 2022 to allow sufficient time to complete the valve replacement project. Mecon has performed well over the past three years and agreed to extend the term of the contract under the existing terms and conditions.</p> <p>There is no cost associated with this request and all other terms and conditions of the Contract shall remain unchanged during this time.</p> <p>The extension request letter and form is attached to this document.</p> <p>Resolution No. R-42-21 would approve a 12-Month contract extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. and authorize the General Manger to execute such extension.</p>		
<p>MOTION: To adopt Resolution No. R-42-21.</p>		

DuPAGE WATER COMMISSION

RESOLUTION NO. R-42-21

A RESOLUTION APPROVING A 12-MONTH CONTRACT TIME EXTENSION FOR
HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION AND
INSTALLATION SERVICE

WHEREAS, pursuant to Resolution No. R-29-18 the DuPage Water Commission (the "Commission") awarded a 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc.: and

WHEREAS, the initial term of the Contract expires on October 19, 2021; and

WHEREAS, the Commission has determined that it is the best interests of the Commission to extend the Contract with Mecon Industries Inc. for a period of 12-Months expiring on October 20, 2022.

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

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

SECTION TWO: The DuPage Water Commission hereby approves a 12-Month contract extension expiring on October 20, 2022 for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. to be substantially in the form attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension.

Resolution No. R-42-21

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit A



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

August 10, 2021

Mr. Joe Kozacek
Mecon Industries Inc.
2703 Bernice Road
Lansing, IL 60438

Subject: 12 Month Contract Extension

Dear Mr. Kozacek,

The DuPage Water Commission "Commission" entered into an agreement with Mecon Industries Inc. on October 19, 2018 for Heavy Machinery and Equipment Rigging, Transportation and Installation Service for work related to the Commission's Waterworks System as needed through the issuance of Purchase Orders.

The Commission has been satisfied with the work of Mecon Industries Inc. and therefore wishes to extend the contract term limits for a period of 12 months commencing on October 20, 2021 and ending on October 20, 2022. It is understood that all other terms and conditions of the Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract shall remain unchanged during this time.

Should Mecon Industries Inc. agree to this contract time extension as presented here, please sign, date and return the attached document to the Commission.

Sincerely,

Mike Weed

cc: File



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

The DuPage Water Commission and Meccon Industries Inc. do hereby agree to extend the Contract term limit of the 36 Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract dated and executed on October 19th, 2018, for a period of one (12) months commencing on October 20th, 2021, and ending on October 20th, 2022.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

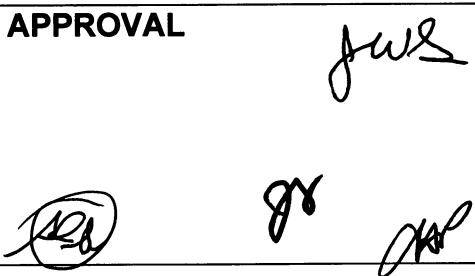
CONTRACTOR ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: 8/10/21

DATE: August 10, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	To Authorize Approval of Requisition No. 72846 to Currie Motors Frankfort for The Purchase of One 2022 Ford F350 Service Truck in the Amount of \$74,558.00	APPROVAL	
Account No. 01-60-686000 (\$74,558.00)			
<p>The FY2021/2022 Annual Budget includes \$75,000.00 for a F350 Truck to be fully outfitted as a service truck to be used by the Instrumentation and Remote Facilities Department as an additional field service truck.</p> <p>The Commission would purchase the 2022 Ford F350 Chassis 4x4 SD Crew Cab with Service Body for \$74,558.00 from Currie Motors Frankfort under Contract #184 of the Suburban Purchasing Cooperative (SPC) - Joint Purchasing Program.</p> <p>The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). Together the SPC represents 142 municipalities and townships in northeastern Illinois.</p> <p>Approval of Requisition Number 72846 would authorize the purchase of one Ford F350 Chassis 4x4 SD Crew Cab with Service Body through the Suburban Purchasing Cooperative from Currie Motors Frankfort in the amount of \$74,558.00.</p>			
MOTION: To authorize approval of requisition No. 72846 in the amount of \$74,558.00 to Currie Motors Frankfort.			