



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, AUGUST 18, 2022**  
**6:00 P.M.**

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

## COMMITTEE MEMBERS

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

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

**RECOMMENDED MOTION: To approve the Minutes of the June 16, 2022, Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-45-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO No. 011 to Benchmark Construction Co., Inc. – Estimated Cost of \$80,000.00**)
- V. **R-46-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO No. 012 to Neri Construction Co., Inc. – Estimated Cost of \$110,000.00**)
- VI. **R-48-22:** A Resolution Awarding Contract MT-12/22 for Soils and Materials Testing Services (**Construction & Geotechnical Materials Testing, Inc. – Estimated Expense of \$100,000.00 Annually**)
- VII. **R-49-22:** A Resolution Approving and Ratifying Task Order 4 Under a Master Contract with Northern Inspection Services, LLC (**Not-To-Exceed Cost of \$9,320.00**)
- VIII. **R-50-22:** A Resolution Approving and Ratifying Task Order No. 2 Under a Master Contract with Dixon Engineering, Inc. (**Not-To-Exceed Cost of \$38,600.00**)
- IX. **R-51-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO No. 013 to Rossi Contractors, Inc. – Estimated Cost of \$36,275.00**)

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.

- X. **R-52-22:** A Resolution Approving and Authorizing the Execution of a Master Contract with A.C. Engineering for Professional Engineering Services and Authorization of Task Order No. 01 (**Indeterminate Assistance – Not-To-Exceed \$10,000.00 Per Assignment**)
- XI. Old Business
- XII. Other
- XIII. Adjournment

**DRAFT**

**MINUTES OF THE MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, JUNE 16, 2022  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

Chairman Pro-Tem Saverino called the meeting to order at 6:00 P.M.

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

Committee members absent: J. Fennell

Also in attendance: C. Bostick, D. Cuvalo, J. Haney, P. May, D. Panaszek and M. Weed.

Commissioner Saverino moved to approve the Minutes of the May 19, 2022, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Bouckaert.

Ayes: D. Bouckaert, D. Novotny, and F. Saverino

Nays: None

Absent: J. Fennell and J. Zay

General Manager May reported on three of the agenda items related to the efforts in negotiating a water purchase contract extension with the City of Chicago, as the existing contract ends in December 2023: The first item, R-42-22, is regarding the authorization to execute a professional services/task order agreement with Raftelis, Inc., which is a highly experienced and qualified utility financial consultant. The second item, R-43-22, is Task Order No. 1 with Raftelis to perform a detailed review of the City of Chicago's proposed cost-of-service water rate model. General Manager May also reported on the third agenda item regarding the City of Chicago contract negotiations, R-44-22, which would approve Task Order No. 02 with Carollo to perform alternative water sources studies and reporting on the economic viability, construction cost/schedule, conceptual routing, consumption trends, and prospective partners for a Lake Michigan source water project.

Commissioner Bouckaert inquired about the timing of events during the period between now and the expiration of the City of Chicago Contract. General Manager May advised that time is of the essence to gather relevant information to make a determination as to the favorability of a source water project; this source water study will occur concurrently with Chicago contract negotiations and evaluation of the cost-of-service model.

General Manager May left the Engineering and Construction Committee meeting at 6:15 P.M.

Facilities Construction Supervisor Bostick provided a synopsis of the Status of Operations Report including the remaining item listed on the Engineering & Construction Committee agenda.

Facilities Construction Supervisor Bostick advised the Committee that Standpipe 2 is drained, the cathodic protection anode suspension system was repaired, the tank's PAX mixer replaced and the disinfection of the standpipe and return to service is scheduled for the week of June 20<sup>th</sup>.

Regarding R-41-22, Facilities Construction Supervisor advised the Committee that the bidding process netted two - bids for the DPPS Emergency Generator System Modifications (Contract PSD-10/22) and staff recommends the award of the contract to Joseph J. Henderson and Sons, Inc. in the Net Lump Sum amount of \$4,149,000.00.

## Engineering Committee Minutes 06/16/2022

Facilities Construction Supervisor Bostick advised the Committee that the Emergency Generator System Controls upgrade project with Caterpillar/Altorfer Power and the Building Automation System upgrade project with Schneider Electric are underway.

Facilities Construction Supervisor Bostick advised the Committee that Materials Testing Services (Contract MT-12/22) bidding is underway, as is the Coating Rehabilitation (Contract CR-1/22) and tentatively will be brought to the Committee for consideration in August.

Facilities Construction Supervisor Bostick advised the Committee that the SCADA Replacement project Contract Closing and Pre-Construction Conference was held on June 1<sup>st</sup> and several project workshops are scheduled in the near future.

Commissioner Saverino moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, D. Novotny, and F. Saverino

Nays: None

Absent: J. Fennell and J. Zay

Under new business, Facilities Construction Supervisor Bostick advised the Committee that Staff will be bringing forward in August for ratification, a Master/Task Order (MTO) Agreement and Task order No. 01 with AC Engineering, Inc. Facilities Construction Supervisor Bostick advised that AC Engineering will be assisting Staff and the generator project engineers with highly technical electrical assistance with electrical protective relay systems currently installed in the generator facility. Facilities Construction Supervisor Bostick suggested that using the General Managers purchasing authority, AC Engineering will be engaged in work prior to the August Commission meeting and the MTO and Task Order No. 01 will be brought forth for ratification at that time.

With no other items coming before the Committee, Commissioner Novotny moved to adjourn the meeting at 6:25 P.M. Seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, D. Novotny, and F. Saverino

Nays: None

Absent: J. Fennell and J. Zay

SP2013/MINUTES/ENGINEERING/2022/ENG220616.doc





# DuPage Water Commission

## MEMORANDUM

TO: Paul May  
General Manager

FROM: Mike Weed  
Operations Supervisor

MW  
PDM

Dariusz Panaszek	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
Jessica Haney	Construction / Corrosion Protection
Alan Stark	Instrumentation / Remote Facilities
Denis Cuvalo	SCADA / Information Technology

DATE: July 13, 2022

SUBJECT: Status of Operations

### **Operations Overview**

The Commission's sales for the month of June were a total of 2.70 billion gallons. This represents an average day demand of 90.2 million gallons per day (MGD), which is higher than the June 2021 average day demand of 88.4 MGD. The maximum day demand was 111.6 MGD recorded on June 21, 2022, which is higher than the June 2021 maximum day demand of 106.2 MGD. The minimum day flow was 72.3 MGD.

The Commission's recorded total precipitation for the month of June 2022 was 2.66 inches compared to 6.49 inches for June 2021. The level of Lake Michigan for June 2022 is 580.09 (Feet IGLD 1985) compared to 580.48 (Feet IGLD 1985) for June of 2021.

### **Studies and Reports**

Raftelis, Inc. has commenced work on the Cost-of-Service Study in advance of contract negotiations with the City of Chicago regarding the Water Purchase and Sale Agreement.

Carollo Engineers has commenced work to investigate and report on various potential alternate sources of water for the Commission.

**Instrumentation / Remote Facilities Overview**

Instrumentation staff continues with routine inspections, repairs of remote facilities, and continuing work with the meter test program.

Standpipe No. 2 was placed back in service after completion of Pax Mixer and Cathodic Protection System repairs.

**Pipeline Maintenance and Construction Overview**

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

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

Pipeline staff is developing a Work Authorization Order request under Quick Response Contract QR-12/21 to perform manhole frame and lid repairs at various locations.

**Capital Improvement Program**

The closing of Contract for the Construction of DPPS Emergency Generation System Modifications (Contract PSD-10/22) was held on July 14<sup>th</sup> followed by a preconstruction conference. Joseph J. Henderson and Sons, Inc. is the Contractor and completion is expected by January 2024.

Caterpillar/Altorfer Power Systems have delivered their 1<sup>st</sup> shop drawing submittal for the Generator Controls Upgrade project. Staff and the Engineer have reviewed and commented on the submittal documents.

Schneider Electric, the Building Automation System (BAS) upgrades contractor is compiling documentation for shop drawing submittals. This work consists of updating HVAC and Lighting Controls of which certain portions of the system date back to 1999. Schneider has indicated that the longest equipment lead item should be approximately five (5) months, therefore construction will tentatively commence in November 2022.

The bid opening for Materials Testing Services (Contract MT-12/22) took place on June 29<sup>th</sup>. The received bids are under consideration by Staff. A recommendation to award the contract is tentatively being scheduled for the August board meeting.

The Bid Opening for the Task Order Contract for Coatings Rehabilitation (Contract CR-1/22) took place on July 12<sup>th</sup>. The received bids are under consideration by Staff. A recommendation to award the contract is tentatively being scheduled for the August board meeting.

**Information Technology**

The Contract for Construction of the SCADA Replacement Project is underway with contractor site visits and workshops taking place. The first of many progress meetings occurred on June 22, 2022.


**Attachments**

1. DuPage Laboratory Bench Sheets for June 2022
2. Water Sales Analysis 01-May-2018 to 31-June 2022

<http://sp2013/Status%20of%20Operations/2022/220713.docx>

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

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.25	0.09	0.58	1.29	0.10	59	7.7	0.9	0.57	0	RC
2	1.29	0.07	0.53	1.29	0.10	60	7.6	0.9	0.54	0	RC
3	1.42	0.08	0.57	1.26	0.08	59	7.8	0.9	0.54	0	RC
4	1.29	0.08	0.51	1.27	0.07	58	7.7	0.9	0.56	0	RC
5	1.34	0.07	0.56	1.27	0.07	57	7.6	0.8	0.58	0	KD
6	1.30	0.07	0.57	1.32	0.07	59	7.7	0.8	0.49	0	RC
7	1.19	0.10	0.55	1.30	0.07	58	7.8	0.9	0.50	0	RC
8	1.23	0.08	0.57	1.31	0.07	58	7.8	0.8	0.53	0	AM
9	1.25	0.09	0.58	1.32	0.08	57	7.8	0.9	0.53	0	AM
10	1.28	0.08	0.57	1.30	0.08	59	7.8	0.8	0.56	0	AM
11	1.25	0.09	0.52	1.22	0.09	61	7.6	0.8	0.60	0	KD
12	1.28	0.08	0.55	1.30	0.09	62	7.6	0.8	0.59	0	KD
13	1.28	0.08	0.54	1.31	0.08	61	7.7	0.9	0.56	0	AM
14	1.25	0.08	0.57	1.30	0.09	60	7.8	0.9	0.53	0	AM
15	1.22	0.06	0.54	1.20	0.09	62	7.6	0.8	0.56	0	KD
16	1.29	0.09	0.63	1.29	0.09	63	7.6	0.8	0.61	0	KD
17	1.34	0.13	0.58	1.26	0.13	63	7.6	0.9	0.58	0	KD
18	1.29	0.09	0.51	1.31	0.11	63	7.7	0.8	0.52	0	KD
19	1.27	0.09	0.53	1.31	0.09	63	7.7	0.8	0.52	0	AM
20	1.36	0.09	0.55	1.34	0.10	64	7.5	0.9	0.58	0	KD
21	1.40	0.14	0.56	1.35	0.11	65	7.5	0.9	0.56	0	KD
22	1.39	0.09	0.55	1.36	0.10	65	7.6	0.8	0.55	0	AM
23	1.38	0.11	0.56	1.40	0.12	65	7.7	0.8	0.56	0	AM
24	1.41	0.10	0.58	1.37	0.10	64	7.6	0.9	0.55	0	AM
25	1.47	0.08	0.59	1.33	0.09	64	7.7	0.9	0.53	0	BM
26	1.30	0.07	0.57	1.31	0.10	64	7.7	0.9	0.54	0	BM
27	1.36	0.08	0.58	1.32	0.09	64	7.8	0.8	0.56	0	AM
28	1.37	0.09	0.58	1.34	0.09	63	7.8	0.9	0.53	0	AM
29	1.36	0.10	0.59	1.32	0.10	64	7.8	0.8	0.59	0	BM
30	1.37	0.06	0.57	1.34	0.07	64	7.7	0.8	0.60	0	BM
AVG.	1.32	0.09	0.56	1.31	0.09	62	7.7	0.9	0.55	0	
MAX.	1.47	0.14	0.63	1.40	0.13	65	7.8	0.9	0.61	0	
MIN.	1.19	0.06	0.51	1.20	0.07	57	7.5	0.8	0.49	0	


7/5/2022  
Alan E. Stark, Coordinating Engineer Date  
Illinois ROINC # 84789479



DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Jun-22

PER DAY AVERAGE 78,216,867

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER & MAINT. RATE (3)	CHGO RATE
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,965.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,981,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,821,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
TOTALS (1)	861,793,434,798	886,718,991,409	97.19%	\$2,029,275,112.93	\$1,798,433,622.39	862,785,231	0.10%	97.29%	\$2.35	\$2.028

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Jun-21	4,977,676,000	5,128,966,085	97.05%	24,739,050	21,005,161				\$4.97	\$4.095
Jun-22	4,958,993,000	5,116,754,765	96.92%	25,687,584	21,631,704				\$5.18	\$4.228
	(18,683,000)	(12,211,320)		\$948,534	\$626,544					
	-0.4%	-0.2%		3.8%	3.0%					
Month										
Jun-21	2,646,312,000	2,727,518,236	97.02%	13,152,171	11,226,465				\$4.97	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	13,895,246	11,982,888				\$5.18	\$4.322
	36,168,000	45,014,894		\$743,076	\$756,423					
	1.4%	1.7%		5.6%	6.7%					
June>May	405,967,000	428,311,495		2,102,909	2,334,072					



# DuPage Water Commission

## MEMORANDUM

TO: Paul May  
General Manager

FROM: Mike Weed  
Operations Supervisor *MW*

Dariusz Panaszek	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
Jessica Haney	Construction / Corrosion Protection
Alan Stark	Instrumentation / Remote Facilities
Denis Cuvalo	SCADA / Information Technology

DATE: August 11, 2022

SUBJECT: Status of Operations

### **Operations Overview**

The Commission's sales for the month of July were a total of 2.83 billion gallons. This represents an average day demand of 91.3 million gallons per day (MGD), which is higher than the July 2021 average day demand of 86.2 MGD. The maximum day demand was 105.9 MGD recorded on July 2, 2022, which is higher than the July 2021 maximum day demand of 104.2 MGD. The minimum day flow was 77.0 MGD.

The Commission's recorded total precipitation for the month of July 2022 was 4.50 inches compared to 2.19 inches for July 2021. The level of Lake Michigan for July 2022 is 580.09 (Feet IGLD 1985) compared to 580.71 (Feet IGLD 1985) for July of 2021.

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

Instrumentation staff continues with routine inspections, calibrations, repairs of remote facilities, and continuing work with the meter test program.

Resolution R-49-22 appears on the agenda requesting approval of Task Order 4 with Northern Inspection Services, LLC. Task Order 4 would authorize the Consultant to perform quarterly inspections on the Reverse Current Switches for the East Transmission Mains at a not-to-exceed cost of \$9,320.00.

I/RF staff is performing preventative maintenance and corrective work as needed.

**Pipeline Maintenance and Construction Overview**

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

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

Resolution R-45-22 appears on the agenda requesting approval of Work Authorization Order No. 011 under the Quick Response Contract QR-12/21, to Benchmark Construction Co., Inc. for an estimated amount of \$80,000.00 for the work necessary to repair manhole frames and cathodic protection handhole structures that were found to be damaged. The extent of this work will include adjusting manhole frames and lids, making pavement repairs and restoration work at 15 separate locations.

Resolution R-46-22 appears on the agenda requesting approval of Work Authorization Order No. 012 under the Quick Response Contract QR-12/21, to Neri Construction Co., Inc. for an estimated amount of \$110,000.00 for the work necessary to repair 7 manhole structures that were found to be damaged.

**Capital Improvement Program**

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

Caterpillar/Altorfer Power Systems have delivered their 2<sup>nd</sup> shop drawing submittal for the Generator Controls Upgrade project. Staff and the Engineer have reviewed and commented on the submittal documents.

Schneider Electric, the Building Automation System (BAS) upgrades contractor is compiling documentation for shop drawing submittals. This work consists of updating HVAC and Lighting Controls of which certain portions of the system date back to 1999. Schneider has indicated that the construction will tentatively commence in November 2022.

Resolution R-48-22 appears on the agenda requesting approval to award the Materials Testing Services Contract (Contract MT-12/22) to Construction & Geotechnical Material Testing, Inc. The Contract term is two years with the option to extend for up to two one-year periods.

Resolution R-50-22 appears on the agenda requesting approval of Task Order 2 with Dixon Engineering. Task Order 2 would authorize the Consultant to prepare technical specifications and bidding documents, and perform construction phase services, for necessary coating rehabilitation projects at the DuPage Pump Station. The coating rehabilitation projects were identified in the 2014/2015 Condition Assessment by AECOM and have been included in this fiscal year management budget.



Resolution R-51-22 appears on the agenda requesting approval of Work Authorization Order No. 013 to Rossi Contractors, Inc. Work Authorization Order No. 013 would approve installing additional handhole test stations, coupon testing assemblies, and high potential magnesium anodes along an East Transmission Main to help mitigate stray DC current in the area at an estimated expense of \$36,275.00.

### **Information Technology**

The the SCADA Replacement Project (Contract PSD-9/22) is ongoing. Commission Staff is working with the contractor, Concentric Integration, on finalizing the project schedule. The first round of Graphics and Programming workshops with Staff were held on August 3<sup>rd</sup>. The Operations and IT Departments are working together to prepare a temporary control room space to be used while the dedicated Control Room spaces are to be remodeled.

### **Studies and Reports**

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

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

### **August 2022 Commission Agenda Items:**

- R-45-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 011 to Benchmark Construction Co., Inc. – Estimated Cost of \$80,000.00)**
- R-46-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 012 to Neri Construction Co., Inc. – Estimated Cost of \$110,000.00)**
- R-48-22:** A Resolution Awarding Contract MT-12/22 for Soils and Materials Testing Services **(Construction & Geotechnical Materials Testing, Inc. – Estimated Expense of \$100,000.00 Annually)**
- R-49-22:** A Resolution Approving and Ratifying Task Order 4 Under a Master Contract with Northern Inspection Services, LLC **(Not-To-Exceed Cost of \$9,320.00)**
- R-50-22:** A Resolution Approving and Ratifying Task Order No. 2 Under a Master Contract with Dixon Engineering, Inc. **(Not-To-Exceed Cost of \$38,600.00)**



**R-51-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 013 to Rossi Contractors, Inc. – Estimated Cost of \$36,275.00)**

**R-52-22:** A Resolution Approving and Authorizing the Execution of a Master Contract with A.C. Engineering for Professional Engineering Services and Authorization of Task Order No. 01 **(Indeterminate Assistance – Not-To-Exceed \$10,000.00 Per Assignment)**


**Attachments**

1. DuPage Laboratory Bench Sheets for July 2022
2. Water Sales Analysis 01-May-2018 to 31-July 2022
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2022/220811.docx>

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

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.29	0.09	0.56	1.28	0.09	62	7.7	0.8	0.55	0	BM
2	1.44	0.07	0.55	1.36	0.09	60	7.7	0.8	0.57	0	BM
3	1.44	0.06	0.56	1.36	0.07	58	7.6	0.9	0.57	0	RC
4	1.38	0.08	0.57	1.33	0.10	59	7.6	0.9	0.59	0	BM
5	1.40	0.07	0.57	1.30	0.08	59	7.7	0.8	0.60	0	BM
6	1.41	0.07	0.62	1.27	0.08	59	7.6	0.8	0.60	0	KD
7	1.23	0.08	0.61	1.26	0.08	60	7.6	0.9	0.61	0	KD
8	1.33	0.08	0.59	1.29	0.08	60	7.6	0.9	0.58	0	KD
9	1.21	0.09	0.55	1.34	0.11	66	7.6	0.9	0.58	0	RC
10	1.37	0.10	0.62	1.19	0.11	66	7.6	0.9	0.61	0	RC
11	1.40	0.10	0.60	1.28	0.12	68	7.6	0.9	0.55	0	KD
12	1.39	0.07	0.54	1.32	0.10	69	7.6	0.8	0.56	0	KD
13	1.35	0.10	0.55	1.28	0.12	69	7.6	0.9	0.61	0	RC
14	1.33	0.08	0.54	1.37	0.10	70	7.6	0.8	0.56	0	RC
15	1.49	0.08	0.54	1.34	0.10	70	7.7	0.9	0.57	0	RC
16	1.32	0.11	0.58	1.27	0.11	70	7.6	0.8	0.56	0	RC
17	1.18	0.11	0.55	1.20	0.11	70	7.7	0.8	0.56	0	BM
18	1.33	0.11	0.62	1.34	0.11	70	7.6	0.8	0.59	0	RC
19	1.37	0.07	0.51	1.23	0.10	71	7.6	0.9	0.58	0	RC
20	1.31	0.06	0.54	1.32	0.07	71	7.6	0.8	0.52	0	RC
21	1.29	0.07	0.53	1.23	0.10	71	7.7	0.9	0.56	0	BM
22	1.40	0.09	0.54	1.32	0.11	71	7.6	0.8	0.50	0	RC
23	1.24	0.08	0.50	1.30	0.08	71	7.5	0.9	0.52	0	RC
24	1.29	0.15	0.57	1.25	0.15	71	7.6	0.8	0.56	0	RC
25	1.31	0.13	0.61	1.14	0.14	71	7.6	0.8	0.64	0	KD
26	1.38	0.09	0.60	1.25	0.11	70	7.5	0.8	0.62	0	KD
27	1.37	0.09	0.58	1.29	0.09	67	7.5	0.8	0.56	0	RC
28	1.45	0.08	0.59	1.32	0.09	64	7.5	0.8	0.58	0	RC
29	1.42	0.06	0.56	1.39	0.08	61	7.6	0.9	0.57	0	RC
30	1.38	0.08	0.58	1.31	0.09	61	7.7	0.9	0.55	0	AM
31	1.33	0.08	0.59	1.28	0.08	61	7.8	0.9	0.56	0	AM
AVG.	1.35	0.09	0.57	1.29	0.10	66	7.6	0.8	0.57	0	
MAX.	1.49	0.15	0.62	1.39	0.15	71	7.8	0.9	0.64	0	
MIN.	1.18	0.06	0.50	1.14	0.07	58	7.5	0.8	0.50	0	

  
Alan E. Stark, Coordinating Engineer  
Illinois ROINC # 84789479

*8/4/22*  
Date

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Jul-22

PER DAY AVERAGE 78,251,253

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,386	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	2,861,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.87	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,821,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,962,888.19	890,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
TOTALS (1)	864,598,095,798	889,611,524,044	97.19%	\$2,043,803,256.91	\$1,810,935,148.44	853,669,089	0.10%	97.28%	\$2.36	\$2.036

(1) - SINCE MAY 1, 1992

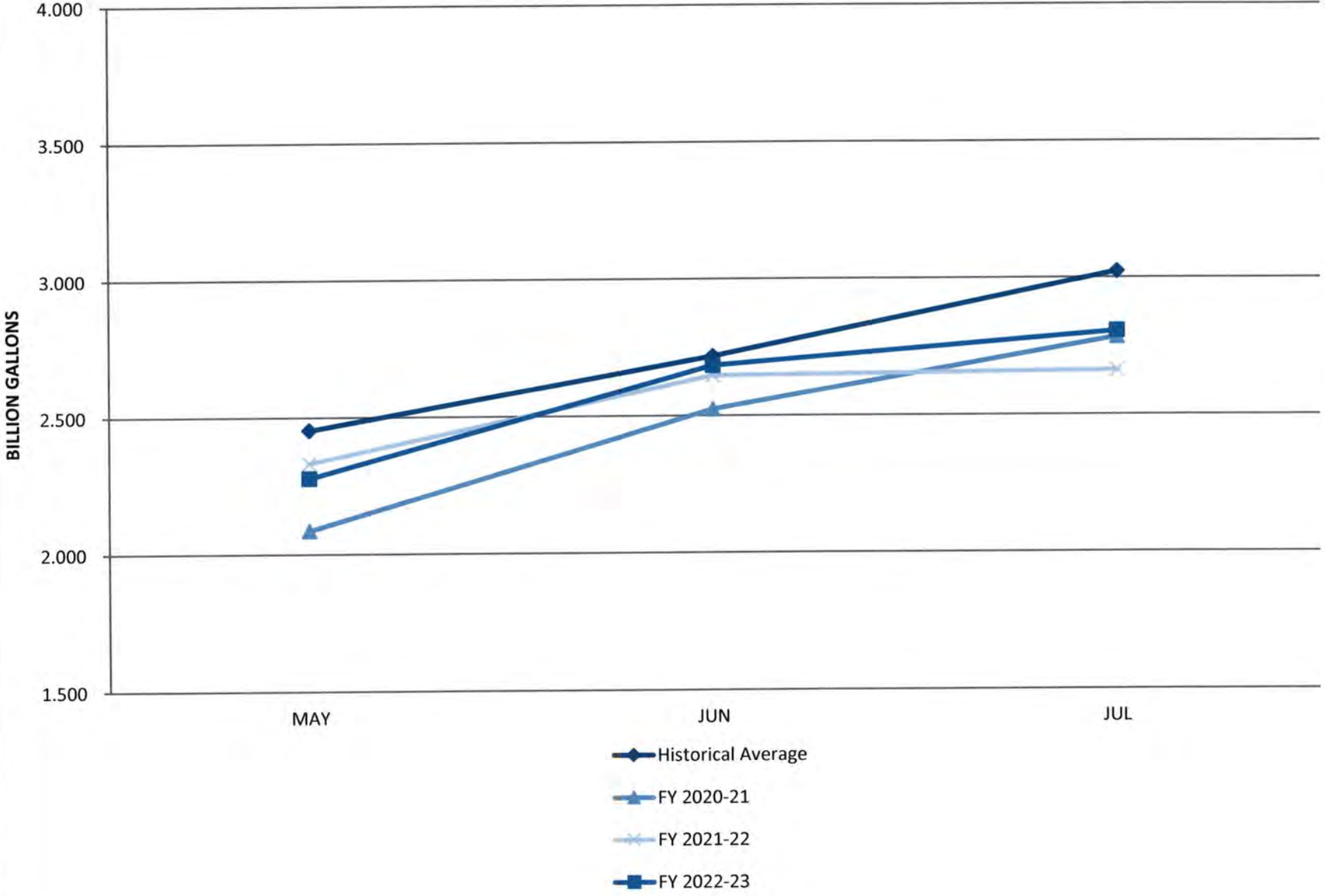
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

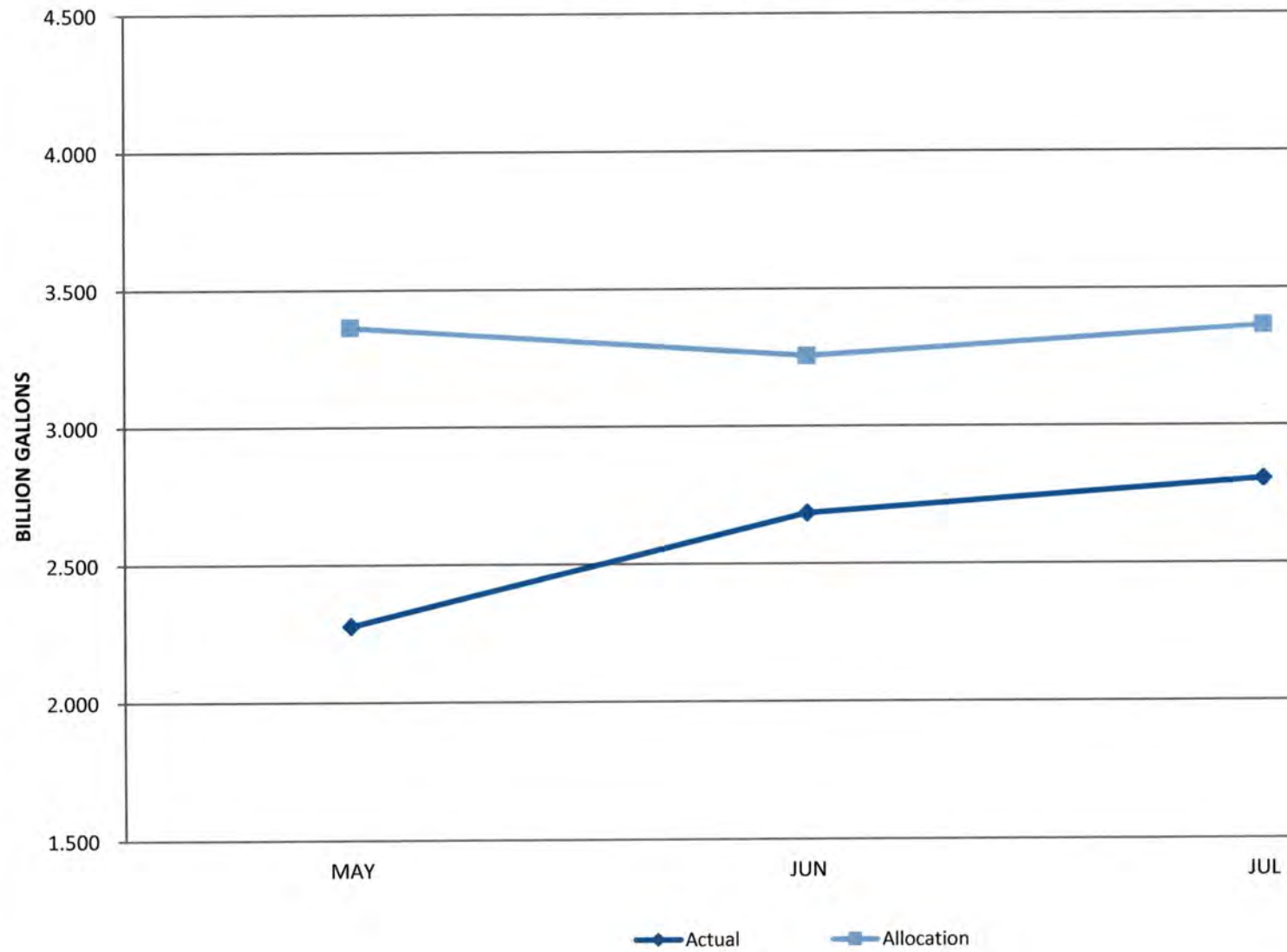
YTD

Jul-21	7,639,196,000	7,879,285,079	96.95%	37,966,804	32,325,474				\$4.97	\$4.103
Jul-22	7,763,654,000	8,009,287,400	96.93%	40,215,728	34,133,230				\$5.18	\$4.262
	124,458,000	130,002,321		\$2,248,924	\$1,807,757					
	1.6%	1.6%		5.9%	5.6%					
Month										
Jul-21	2,661,520,000	2,750,318,994	96.77%	13,227,754	11,320,313				\$4.97	\$4.116
Jul-22	2,804,661,000	2,892,532,635	96.96%	14,528,144	12,501,526				\$5.18	\$4.322
	143,141,000	142,213,641		\$1,300,390	\$1,181,213					
	5.4%	5.2%		9.8%	10.4%					
July>June	122,181,000	119,999,505		632,898	518,638					

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



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



# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline						
<b>ITEM</b>	<p>A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 18, 2022, DuPage Water Commission Meeting</p> <p>Resolution No. R-45-22</p>	<b>APPROVAL</b>	<p>PDM</p> <p>D.P.</p> <p>CAP</p>						
<p>Account Number: 01-60-663100 (estimated cost of \$80,000.00)</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, through the issuance of Work Authorization Orders. Resolution No. R-45-22 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p><b>Work Authorization Order No. 011 to Benchmark Construction Co., Inc.</b></p> <p>The pipeline department has identified 12 additional 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 3 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="467 1293 1218 1451"> <tr> <td>Benchmark Construction Co., Inc.</td> <td>\$78,255.00</td> </tr> <tr> <td>Rossi Contractors, Inc.</td> <td>\$94,549.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>\$117,400.00</td> </tr> </table> <p>Approval of Resolution R-45-22 would approve Work Authorization Order Number 011 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at a total estimated cost of \$80,000.00. This cost includes an additional 3 manhole lid repairs that may be needed in the future.</p> <p><b>MOTION:</b> To adopt Resolution No. R-45-22</p>				Benchmark Construction Co., Inc.	\$78,255.00	Rossi Contractors, Inc.	\$94,549.00	John Neri Construction Co., Inc.	\$117,400.00
Benchmark Construction Co., Inc.	\$78,255.00								
Rossi Contractors, Inc.	\$94,549.00								
John Neri Construction Co., Inc.	\$117,400.00								



DUPAGE WATER COMMISSION

RESOLUTION NO. R-45-22

A RESOLUTION APPROVING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE  
AUGUST 18, 2022, 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.

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

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

**WORK AUTHORIZATION ORDER NO.: QR-12.011**

**LOCATION:**

Various locations throughout system, see attached mapbook.

**CONTRACTOR:**

Benchmark Construction Co., Inc.

**DESCRIPTION OF WORK:**

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

#	Asset	Pipeline	Station	Village	In Road	Type	Comments on Repairs needed
1	10811	FOB-2/89, MS-21B	36+85	Wheaton	Y	Blow-off valve	Lid is cracked (Needs replacement) Patch and adjustment rings are deteriorated
2	11054	TS-3/88	526+70	Darien	Y	Blow-off valve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)
3	11053	TS-3/88	502+65	Darien	N	Blow-off valve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)
4	11071	TS-3/88	850+29	Oak Brook	N	Blow-off valve	12" Blow-off riser stack reduces to 8" PVC. Dig down approximately 4' to attach a solid sleeve with mega-lugs to maintain the 12" riser to the surface with a 12" blind flange.
5	11063	TS-3/88	691+85	Clarendon Hills	Y	Blow-off valve	Replace cracked frame and lid with new (Supplied)
6	11023	TOB E-87 NORTH	727+81	Glendale Heights	Y	Blow-off valve	Valve Box needs excavation and realignment for stem connection
7	13108	FSW-1/89, MS-14A	17+27	Lombard		Blow-off valve	Wrong frame/lid needs to be incorporated into curb line.
8	11061	TS-3/88	669+00	Clarendon Hills		Blow-off valve	Ring under frame is in bad shape, low spot in parking lot and frame/lid off center.
9	11007	TOB E-87 NORTH	416+25	Wheaton		Blow-off valve	Wrong lid in street. Replace with DWC lid (Supplied)
10	11002	TOB E-87 NORTH	342+73	Wheaton		Blow-off valve	Sidewalk cracked around valve box. Replace sidewalk square around BOV.
11	12170	TS-5/97		Downers Grove		ROV lid	ROV lid in roadway needs replacement. Replace with new (supplied)
12	11052	TS-3/88	468+30	Darien		Blow-off valve	Stack is directly centered around rings and frame, cannot access bolt holes to install, not enough room.
13	Various			Various	Y		Repair/install frame and lid in an 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 lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.

\*This work also accounts for 3 various repairs, as described in line item 13.

**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: \_\_\_\_\_ Safety Rep: \_\_\_\_\_  
Signature of Authorized Name and 24-Hr Phone No.  
Representative

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

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline						
<b>ITEM</b>	<p>A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 18, 2022, DuPage Water Commission Meeting</p> <p>Resolution No. R-46-22</p>	<b>APPROVAL</b>	<p>PDM</p> <p>CRP</p>						
<p>Account Number: 01-60-663100 (estimated cost of \$110,000.00)</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, through the issuance of Work Authorization Orders. Resolution No. R-46-22 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>									
<p><b>Work Authorization Order No. 012 to Neri Construction Co., Inc.</b></p>									
<p>The pipeline department has identified 5 Blow-off and Air Release manhole 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 cone, flat top, riser, adjustment rings, frames, and lids. Staff also asked the QR contractors to provide an estimate for 2 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"> <tr> <td>Benchmark Construction Co., Inc.</td> <td>\$213,000.00</td> </tr> <tr> <td>Rossi Contractors, Inc.</td> <td>\$113,230.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>\$ 98,300.00</td> </tr> </table>				Benchmark Construction Co., Inc.	\$213,000.00	Rossi Contractors, Inc.	\$113,230.00	John Neri Construction Co., Inc.	\$ 98,300.00
Benchmark Construction Co., Inc.	\$213,000.00								
Rossi Contractors, Inc.	\$113,230.00								
John Neri Construction Co., Inc.	\$ 98,300.00								
<p>Approval of Resolution R-46-22 would approve Work Authorization Order Number 012 to Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at a total estimated cost of \$110,000.00. This cost includes an additional 2 manhole repairs that may be needed in the future.</p>									
<p><b>MOTION:</b> To adopt Resolution No. R-46-22</p>									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-46-22

A RESOLUTION APPROVING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE  
AUGUST 18, 2022, 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.

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-46-22.docx

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

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

**WORK AUTHORIZATION ORDER NO.: QR-12.012**

**LOCATION:**

Various locations throughout system, see attached mapbook.

**CONTRACTOR:**

Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

Perform the following Blow-off and Air Release manhole repairs as listed at the various locations in the table below:

BOV and AR Repair list								
	Asset	Pipeline	Station	Page	Location	Village	Notes	Type
1	10881	FSW-4/89 2	4+40		1 SB Finley Rd 1300' N/of Lacey Rd	Downers Grove	Lids in the left SB Lane. Requires new single manhole flat top with valve box and reconfigured piping to an "inverted p-trap" discharge. Vault needs to be cleaned	BOV
2	10882	FSW-4/89 2	12+80		2 SB Finley Rd 300' N/of Lacey Rd	Downers Grove	Lids in the left SB Lane. Requires new single manhole flat top with valve box and reconfigured piping to an "inverted p-trap" discharge. Vault needs to be cleaned	BOV
3	10884	FSW-4/89 2	29+20		3 SB Finley Rd 1200' S/of Lacey Rd	Downers Grove	Lids in the left SB Lane. Requires new single manhole flat top with valve box and reconfigured piping to an "inverted p-trap" discharge. Vault needs to be cleaned	BOV
4	10885	FSW-4/89 2	33+90		4 SB Finley Rd 1600' S/of Lacey Rd	Downers Grove	Lids in the left SB Lane. Requires new single manhole flat top with valve box and reconfigured piping to an "inverted p-trap" discharge. Vault needs to be cleaned	BOV
5	13081				On PSD Plans P-10	Elmhurst	Flat top not centered over 2" Corporation Stop. Requires replacing with new flat top to facilitate access. In the south Butterfield Rd parkway in front of the DuPage Water Commission	AR
6	TBD				TBD		Repair vault structure /install frame and lid in an 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 cone, flat top or riser, adjustment rings, frame and lids in compliance with the local authority having jurisdiction	

\*This work also accounts for 2 various repairs, as described in line item 6.

**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

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Engineering
<b>ITEM</b>	A Resolution Awarding Contract MT-12/22 for Soils and Materials Testing Services  Resolution No. R-48-22	<b>APPROVAL</b>	<i>PDM</i>  <i>UAP</i>

Account No.: Various Accounts

The Commission solicited sealed proposals for two-year technical on and off-site soils and materials testing and inspectional services for various projects including building substructures, pipeline repairs and improvements, and other site improvements including, PSD-10/22 Emergency System Generation Modifications. Invitations were by direct invitation, public notification advertisement in the Chicago Tribune and Daily Herald, as well as by posting notice on the Commission's website. Sealed proposals were received until 1:00 P.M., June 29, 2022, at which time all proposals were publicly opened and read aloud.

Seven (7) firms received the request for proposals document and five (5) firms submitted bids. Using actual work performed during the construction of the Bartlett Feeder Main and Metering Station (Contract TW-3/17 and MS-21) as a model for expected work to be performed under Contract MT-12, the bid results are as follows:

Construction & Geotechnical Material Testing, Inc.	\$92,216
SECCO Consultants, Inc.	\$114,978
Rubino Engineering, Inc.	\$141,169
State Materials Engineering, LLC	\$170,059
Testing Service Corporation	\$190,015

The bid of Construction & Geotechnical Material Testing, Inc. was the lowest of the five bids received and has complied with the requirements of the Request for Proposals document and, therefore, staff is recommending that the proposal of Construction & Geotechnical Material Testing, Inc. is the most favorable to the interests of the Commission. The Contract term is two years with the option to extend for up to two one-year periods.

**MOTION:** To approve Resolution No. R-48-22.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-48-22

A RESOLUTION AWARDDING CONTRACT MT-12/22 FOR  
SOILS AND MATERIALS TESTING SERVICES

WHEREAS, Contract/Proposals for Soils and Materials Testing Services were received on June 29, 2022; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the Contract/Proposal of Construction & Geotechnical Material Testing, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Soils and Materials Testing Services to Construction & Geotechnical Material Testing, Inc. for the unit prices set forth in Section 2A of the Contract/Proposal for Soils and Materials Testing Services attached hereto and by this reference incorporated herein and made a part of hereof as Exhibit 1, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

Resolution No. R-48-22

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

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

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

EXHIBIT 1

**DuPAGE WATER COMMISSION CONTRACT/PROPOSAL FOR  
SOILS AND MATERIALS TESTING SERVICES (Contract MT-12/22)**

Full Name of Bidder Construction & Geotechnical Material Testing, Inc. ("Bidder")

Principal Office Address 60 Martin Lane, Elk Grove, Village, IL, 60007

Local Office Address 60 Martin Lane, Elk Grove, Village, IL, 60007

Contact Person Pratik K. Patel, P.E. Telephone 630-595-1111

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

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. [NONE], which are securely stapled to the end of this Contract/Proposal.*

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for technical on and off site soils and materials testing and inspectional services, as described in Subsection 1B below and as authorized in accordance with Subsection 3B of this Contract/Proposal, in connection with the Technical on and off-site soils and materials testing and inspectional services during various projects including: building substructures, pipeline repairs and improvements, and other site improvements that the Owner may require, at the DuPage Pumping Station and various

areas along the distribution main, , in DuPage, Cook, Kane, Kendall and Will Counties, Illinois. (the "Work Site");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

1. Density testing using Troxler Nuclear equipment for:
  - a. Trench backfill materials.
  - b. Sub-base course materials.
  - c. Bituminous binder course materials.
  - d. Bituminous surface course materials.
  - e. Bituminous aggregate mixture (B.A.M.)
  - f. Other areas where there will be engineered fill beneath building slabs, roadways and parking lots.
2. Concrete water main inspection and testing both at the manufacturing plant and on the construction site as follows:
  - a. Mold concrete cylinders for compressive strength testing.
  - b. Observe the performance of load bearing tests on concrete pipe, if necessary.
  - c. Visually inspect and approve pipes for shipment to job, if required.
  - d. Inspection at plant to insure proper steel cylinder gauge thickness in harnessed pipe sections, proper concrete steam and water curing times, record stressing wire tensioning and provide stressing wire and steel cylinder testing services as required in the applicable construction contract documents, if required.



3. Observe and test soils at the bottom of excavation for footings and pipeline installations. Perform unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches.
4. Test concrete and Controlled Low Strength Material ("CLSM"), as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing.
5. Perform batch plant inspections at both concrete, CLSM, and bituminous plants.
6. Perform laboratory tests as follows:
  - a. Laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials.
  - b. Compressive strength test for concrete or CLSM cylinders.
  - c. Gradation for granular materials.

Technicians used to perform the Work shall have completed training courses in the use of nuclear density equipment, shall have passed the A.C.I. examination, and shall have at least 2 years of experience.

Technicians shall have a pick-up type vehicle with the necessary equipment and material for testing and inspectional services including ACI and ASTM Standards. Each technician shall have, and be responsive to, phone calls so that they may be efficiently dispatched between the construction sites.

Geotechnical services shall be performed under the direct supervision of a Registered Professional Engineer in the Civil Engineering field. Copies of all material testing reports shall be submitted to Owner, to Owner's engineer providing consulting services on the respective construction contracts ("Engineer") and the respective contractor for each construction contract.

If this Contract/Proposal is accepted, Owner shall provide Bidder with a complete set of construction contract specifications and drawings for each construction project, as and when needed and without cost to Bidder. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that any such specifications and drawings to be made available to Bidder will represent only the best knowledge of Owner, will only be made available for the convenience of Bidder, and that Owner shall have no responsibility whatever in respect to the sufficiency or accuracy of the information and there shall be no guaranty or warranty with respect thereto.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work Site, or other property or persons as a result of the Work.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below performed by the Unit Price set forth below for such Unit Price Item:

<u>Unit Price Item</u>	<u>Unit Price</u>
<b><u>General Services</u></b>	
1. Services of a Technician: 0-8 Hours Regular Time	\$ <u>89.00</u> per hour
Saturday and Over 8 Hours	\$ <u>133.50</u> per hour
2. Mileage charges	\$ <u>00.60</u> per mile
3. Minimum Trip Charges, if any: expressed in \$ __/Trip	\$ <u>30.00</u> per trip
<b><u>Laboratory Services</u></b>	
1. Compaction curve to establish maximum dry unit weight and optimum water content	\$ <u>145.00</u> each
2. Sieve analysis	\$ <u>85.00</u> each
3. Thin wall tube samples to determine water content and unconfined compressive strength test and unit weight	\$ <u>25.00</u> each
4. Concrete/CLSM cylinder breaks	\$ <u>15.00</u> each
<b><u>Use of Nuclear Gauge</u></b>	
1. 0 to 4 hours	\$ <u>5.00 (min \$35/day)</u> per hour
2. Over 4 hours	\$ <u>5.00 (min \$35/day)</u> per hour

<u>Unit Price Item</u>	<u>Unit Price</u>
<b><u>Consultation Services</u></b>	
1. Professional Engineer	\$ <u>95.00</u> per hour
2. Engineering Geologist	\$ <u>85.00</u> per hour
3. Administrative Staff Members	\$ <u>40.00</u> per hour
<b><u>Geotechnical Services</u></b>	
1. Mobilization and demobilization of personnel and equipment	\$ <u>500.00</u> per drill rig
2. Two man crew, including the use of vehicles, survey equipment and miscellaneous supplies, to perform bore hole sampling	\$ <u>250.00</u> per hour
3. Cost to advance bore holes and obtain Sample	\$ <u>22.00</u> per linear foot
4. Laboratory tests:	
Classifications and water contents	\$ <u>5.00</u> each
Unconfined compressive strength test	\$ <u>15.00</u> each
Unit weight test	\$ <u>15.00</u> each
5. Geotechnical report charges	\$ <u>950.00</u> each

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change on or before August 31, 2024;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following:

1. Payments shall be based on the actual number of Unit Price Items performed in accordance with this Contract/Proposal;
2. Payments shall be made no more frequently than monthly and within 30 days following Owner's approval of Bidder's application for payment;
3. All applications for payment shall be accompanied by daily certifications establishing the actual number of Unit Price Items performed for the purpose of determining the amount of the then current monthly payment, which certifications shall be approved and signed by Engineer with respect to all Work for which payment is then requested;
4. If any daily certification has not been approved and signed by Owner/Engineer, no payment shall be due therefor, and Owner shall not be liable or responsible for such nonpayment; and
5. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time Proposal

A. Contract Term. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that this Contract/Proposal shall be for a term commencing on the date the contract is executed by the Owner, or the date of Owner's written notification of acceptance in the form included in this bound set of documents, whichever date is later, and shall be for a two-year period. The Commission shall have the unconditional option to extend the term of this Contract Agreement for up to two (2) separate one-year periods upon the same terms and conditions as set forth herein. The Commission shall give written notice of any such extension(s) to the Contractor no less than ten (10) days prior to the expiration of the then-current term.

If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that no Work shall be performed by Bidder prior to the issuance of, or outside the scope of, a Work authorization order issued pursuant to Subsection 3B below, that Work authorization orders shall only be issued by Owner on an as needed basis, and that Owner shall not be obligated to issue any Work authorization orders under this Contract/Proposal. If this Contract/Proposal is accepted, Bidder further acknowledges, and agrees, that the construction projects identified and described in this Contract/Proposal for which technical on and off site soils and materials testing and inspectional services may be required under this Contract/Proposal are preliminary and may be subject to substantial change, addition, or deletion, that Owner reserves the right to substantially change, increase, or decrease such projects, and that all claim or right to dispute or complain of, or to assert that there was any misunderstanding in regard to, the nature or amount of the Work to be provided or performed under this Contract Proposal, is hereby waived and released.



B. Work Authorizations Orders. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Work shall be performed only in a manner and at the times authorized by Owner ("Authorized Work"). In authorizing the Work, Owner shall describe the Authorized Work in a manner sufficiently specific so as to reference the applicable provisions of the construction contract specifications and the location where such Work is to be performed. The Work authorization order shall also state an estimate of the number of personnel required to complete the Authorized Work, and a time for completion of such Authorized Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform all aspects of the Authorized Work diligently and continuously at such a rate as will allow such Authorized Work to be fully completed, including the delivery of all reports, data, specifications, information, observations or opinions to Owner, Engineer, and the applicable construction contractor at or before the time for completion stated in the Work authorization order.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

5. Owner's Protective Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage to be in the name of Owner and Engineer

6. Architect and Engineers Professional Liability

Limits shall not be less than:

\$1,000,000 per occurrence and covering Bidder against all sums that Bidder may be obligated to pay on account of any liability arising out of this Contract/Proposal.



B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder;

or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

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

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 29<sup>th</sup> day of JUNE, 2022.

Bidder's Status: ( ) IL Corporation (X) IL Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.

Doing Business As (if different): CGMT, INC.

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: PRATIK PATEL

(if corporation) Title/Position: VICE PRESIDENT

Bidder's Business Address: 60 MARTIN LN  
ELK GROVE VILLAGE IL 60007

Bidder's Business Telephone: 630/595-1111 Facsimile: 630/595-1110

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
K.C. PATEL	PRESIDENT	60 MARTIN LN ELK GROVE VILLAGE, IL 60007
PRATIK PATEL	VICE PRESIDENT	60 MARTIN LN ELK GROVE VILLAGE IL 60007

ACCEPTANCE

SOILS AND MATERIALS TESTING SERVICES  
(Contract MT-12/22)

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
General Manager



DATE: August, 11, 2022

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Engineering
<b>ITEM</b>	A Resolution Approving and Ratifying Task Order 4 Under a Master Contract with Northern Inspection Services, LLC at the August 18, 2022 DuPage Water Commission Meeting  Resolution No. R-49-22	<b>APPROVAL</b>  JH  CAMP	
Account No.: 01-60-663200 (Not to Exceed \$9,320.00)			
<p>The Commission entered into a master contract with Northern Inspection Services, LLC dated August 23, 2021, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-49-22 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 04: Quarterly Inspection and Testing of Reverse Current Switch Controllers</b></p> <p>Task Order No. 04 would authorize the Consultant to perform an inspection and testing of the 90" and 72" reverse current switch controllers once each quarter over the next year. This includes testing fuses and hour meters, and replacing as needed, and confirming system is operating as designed. This system is designed to drain current back to the Chicago Transit Authority rail system to mitigate corrosion. The Commission will provide the fuses and hour meters to facilitate the repairs by the consultant. In addition, the Consultant will install a datalogger at the reverse current switches to monitor trends and functional operation over a 24-hour period while only using diodes for bond current direction control.</p> <p>The not to exceed cost for this Task Order is \$9,320.00 and includes the inspection, testing, minor maintenance and quarterly reports for one year.</p>			
<b>MOTION:</b> To adopt Resolution No. R-49-22.			



DuPAGE WATER COMMISSION

RESOLUTION NO. R-49-22

A RESOLUTION APPROVING AND RATIFYING TASK ORDER 4  
UNDER A MASTER CONTRACT WITH NORTHERN INSPECTION SERVICES, LLC  
AT THE AUGUST 18, 2022 DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Northern Inspection Services, LLC (the "Consultant") dated August 23, 2021, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 ("Task Order 4");

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

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

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

Resolution No. R-49-22

germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**

## TASK ORDER NO. 04

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

1. **Project:**

Provide quarterly inspection and testing of the 90” and 72” Reverse Current Switch Controllers at the Reverse Current Switch Building located at 750 Des Plaines Ave., Forest Park, IL as per the proposal 22-450P-R1 dated August 4, 2022.

2. **Services of Consultant:**

A. Basic Services:

1. Visual inspection of controllers, test fuses and replace as needed, confirm hour meters are working and replace as needed, and confirm system is operating as designed.
2. Prepare, for review and approval by Owner, a report summarizing the inspection with as found and as left conditions. Summarize results of data obtained, evaluation of data, and recommendations.

B. Additional Services:

One-time installation of data-loggers to monitor the pipe-to-soil potentials for 24 hours while only using diodes for bond current direction control. Provide a explanation in the quarterly report on the findings and make a recommendation for future use.

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

None

4. **Commencement Date:**

August 22, 2022

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Telephone:

Ron Turner

(630) 399-3212

8. **Contract Price:**

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

<b>Quarterly Inspection and Testing Services</b>	<b>\$9,320.00</b>
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9. **Payments:**

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

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

10. **Special Safety Requirements:**

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

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

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

11. **Modifications to Contract:**

None

12. **Attachments/Clarifications:**

None

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



The Effective Date of this Task Order is August 22, 2022.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney

Title: Coordinating Engineer

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

E-mail Address: [haney@dwpc.org](mailto:haney@dwpc.org)

Phone: (630) 834-0100

Fax: (630) 834-0120

NORTHERN INSPECTION SERVICES, LLC

By: Veronica Huckstorf  
Veronica Huckstorf  
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ron Turner

Address: 95 Center Drive, Gilberts, IL 60136

E-mail Address: [ron.turner@nismidwest.com](mailto:ron.turner@nismidwest.com)

Phone: (630) 399-3212

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Engineering
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Task Order 2 Under a Master Contract with Dixon Engineering, Inc. at the August 18, 2022 DuPage Water Commission Meeting</p> <p>Resolution No. R-50-22</p>	<b>APPROVAL</b>	PDM
Account No.: 01-60-662100 (Not to Exceed \$38,600.00)		<p>JA</p> <p>GA</p>	
<p>The Commission entered into a master contract with Dixon Engineering, Inc. dated March 16, 2018, for professional engineering services related to corrosion protection coating in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-50-22 would approve the following Task Orders to the Master Contract:</p> <p>During AECOM's Condition Assessments of 2014 and 2015, AECOM identified several areas where protective coatings have failed throughout the Commission structures. Most of the failed coatings have been found when insulated coverings have been removed, and expose the coatings from original construction over 30 years past.</p> <p>Where most consulting firms utilize architectural staff to develop coating specifications with little or no background in such matters, Dixon Engineering specializes in such work including the specification writing for our recent completed water standpipe rehabilitation projects. Dixon employs NACE and SSPC Certified Corrosion Coating Specialists to develop specifications and perform project representative services.</p> <p><b>Task Order No. 02:</b> Task Order No. 02 would authorize the consultant to: Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include; Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects; Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE &amp; SSPC (AMPP) and OSHA standards and perform routine inspections of the work while in progress, based upon Dixon Engineering's proposal 13-22-66-21 dated July 21, 2022.</p> <p>The not to exceed cost for this Task Order is \$38,600.00.</p>			
<b>MOTION:</b> To adopt Resolution No. R-50-22.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-50-22

A RESOLUTION APPROVING AND RATIFYING TASK ORDER 2  
UNDER A MASTER CONTRACT WITH DIXON ENGINEERING, INC.  
AT THE AUGUST 18, 2022 DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Dixon Engineering, Inc. (the "Consultant") dated March 18, 2021, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

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

Resolution No. R-50-22

germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**

## TASK ORDER NO. 02

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated March 16, 2018, Owner and Consultant agree as follows:

1. **Project:**

Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include; Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects; Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE & SSPC (AMPP) and OSHA standards and perform routine inspections of the work while in progress, based upon Dixon Engineering's proposal 13-22-66-21 dated July 21, 2022.

2. **Services of Consultant:**

A. Basic Services:

1. **Design Phase Services**

- a. Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include:
  1. Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects.
  2. Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE & SSPC (AMPP) and OSHA standards.
  3. Additional work as identified in Dixon Proposal 13-22-66-21.
- b. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
- c. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
- d. In response to Owner's review comments, as appropriate, make revisions and furnish to Owner one electronic copy of the Final Design Phase documents.



2. Construction Phase Services

a. Consult with Owner and act as Owner's representative as provided in Dixon Proposal 13-22-66-21, including:

1. Attend Meetings.
2. Perform Shop Drawing reviews.
3. Observe, monitor, and report Contractor's work activities.

3. Additional work as identified in Dixon Proposal 13-22-66-21.

B. Additional Services:

None

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

None

4. **Commencement Date:**

Effective Date of this Task Order

5. **Completion Date:**

A. Design Phase: 90 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Todd Schaefer

8. **Contract Price:**

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

<b>Design and Construction Phase Services – Not to Exceed</b>	<b>\$38,600.00</b>
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9. **Payments:**

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is August 19, 2022.

DUPAGE WATER COMMISSION

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

Paul D. May, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney

Title: Coordinating Engineer

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

E-mail Address: haney@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Dixon Engineering, Inc.

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

Todd Schaefer  
Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Todd Schaefer

Title: Project Manager

E-mail Address: todd.schaefer@dixonengineering.net

Phone: 630-376-8322

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline						
<b>ITEM</b>	<p>A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 18, 2022, DuPage Water Commission Meeting</p> <p>Resolution No. R-51-22</p>	<p><b>APPROVAL</b></p> <p><i>JH</i></p> <p><i>CRP</i></p>							
<p>Account Number: 01-60-751200 (estimated cost of \$36,275.00)</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-51-22 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>									
<p><b>Work Authorization Order No. 013 to Rossi Contractors, Inc.</b></p>									
<p>Cathodic protection handhole test stations that were once installed along the Commission's 72" Transmission Main from Chicago were removed when roadwork was performed along Roosevelt Road many years ago. Due to this, the Commission had around 5,000 feet of pipeline without cathodic protection test stations in this area. Staff has been able to locate 1 set of buried test station wires and has retrofitted a nearby appurtenance in this vicinity to help monitor the condition of the pipeline. The Commission would like to install two new handholes for these wires to ensure that the test leads remain intact and to provide easier access for testing. Also, on the recommendation of the Commission's corrosion consultant, new coupon testing assemblies and high potential magnesium anodes are required to help monitor and mitigate potentially detrimental stray current from the DC Transit System in the area. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:</p>									
<table border="1"> <tr> <td>Rossi Contractors, Inc.</td> <td>\$36,275.00</td> </tr> <tr> <td>Benchmark Construction Co., Inc.</td> <td>\$40,000.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>\$42,500.00</td> </tr> </table>				Rossi Contractors, Inc.	\$36,275.00	Benchmark Construction Co., Inc.	\$40,000.00	John Neri Construction Co., Inc.	\$42,500.00
Rossi Contractors, Inc.	\$36,275.00								
Benchmark Construction Co., Inc.	\$40,000.00								
John Neri Construction Co., Inc.	\$42,500.00								
<p>Approval of Resolution R-51-22 would approve Work Authorization Order Number 013 to Rossi Contractors, Inc. for the work necessary to excavate, install new cathodic protection handholes, coupon assemblies, galvanic anode beds, and restore all disturbed areas. The estimated cost of this work is expected to be \$36,275.00.</p>									
<p><b>MOTION:</b> To adopt Resolution No. R-51-22.</p>									

DuPAGE WATER COMMISSION  
RESOLUTION NO. R-51-22

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE  
AUGUST 18, 2022, 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., Benchmark Construction Co., Inc., and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

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

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

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

SECTION ONE: The foregoing recitals are 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.

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



**EXHIBIT 1**

## WORK AUTHORIZATION ORDER

SHEET 1 OF 9

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

WORK AUTHORIZATION ORDER NO.: QR-12.013

#### LOCATION:

1. Southeast Corner of Roosevelt Road and Desplaines Ave.
2. East of Roosevelt Road and Hannah Ave.

#### CONTRACTOR:

Rossi Contractors, Inc.

#### DESCRIPTION OF WORK:

At Station 311+25 (Southeast Corner of Roosevelt Road and Desplaines Ave.)

1. Remove current flush fink test station. The Contractor shall save all previously existing wires and excavate to install a handhole test station as according to the attached detail. Previously existing wires should be installed in 2" PVC to the new handhole station as per the detail.
2. Hydrovac or vertical auger 2 feet south or as directed of the existing flush fink test station and install a stationary reference cell/ coupon assembly as according to the attached detail, 10 feet deep.
  - a. The stationary reference cell/ coupon assembly will be EDI Model UC2B-ZIN-LW020, from Electrochemical Devices Inc and will be provided by DuPage Water Commission.
3. Hydrovac or vertical auger 3 feet southeast or as directed of the existing flush fink test station and install three galvanic anodes as according to the attached detail, 15 feet deep.
  - a. The anodes will be Prepackaged Ultramag High Potential Magnesium Anodes, 48D5 (48#) 8"x 38" (package dimensions) with 30 #6 HMWPE lead cable and will be provided by DuPage Water Commission.
4. Trench all wires from the coupon assembly and galvanic anode bed through the 2" PVC and into the new handhole test station.
5. DuPage Water Commission will install terminal board and connect wires to the terminal board in the new handhole test station.
6. Backfill the excavations with suitable materials, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

At Station 340+00 (Southeast Corner of Roosevelt Road and Desplaines Ave.)

1. Cut the concrete parkway/driveway to the south of the existing air release vault and excavate to install a handhole test station as according to the attached detail. Core a hole in the air release vault and install a 2" PVC duct to transfer all of the wires from the air release vault to the new handhole.
2. Hydrovac or vertical auger 2 feet south or as directed of the new handhole test station and install a stationary reference cell/ coupon assembly as according to the attached detail, 9 feet deep.
  - a. The stationary reference cell/ coupon assembly will be EDI Model UC2B-ZIN-LW020, from Electrochemical Devices Inc and will be provided by DuPage Water Commission.
3. Hydrovac or vertical auger 3 feet southeast or as directed of the new handhole test station and install three galvanic anodes as according to the attached detail, 15 feet deep.
  - a. The anodes will be Prepackaged Ultramag High Potential Magnesium Anodes, 48D5 (48#) 8"x 38" (package dimensions) with 30 #6 HMWPE lead cable and will be provided by DuPage Water Commission.
4. Trench all wires from the coupon assembly and galvanic anode bed through the 2" PVC and into the new handhole test station.
5. DuPage Water Commission will install terminal board and connect wires to the terminal board in the new handhole test station.
6. Backfill the excavations with suitable materials, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

The Commission would like to install two new handholes to help ensure that the test leads remain intact and provide easier access for testing. The installation of new coupon assemblies and high potential magnesium anodes are necessary to help monitor and mitigate stray current from the DC Transit System in the area.

**MINIMUM RESPONSE TIME:**

N/A

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

DWC will the following:

1. Prepackaged Ultramag High Potential Magnesium Anodes, 48D5 (48#) 8"x 38" (package dimensions) with 30 #6 HMWPE lead cable
2. EDI Model UC2B-ZIN-LW020, from Electrochemical Devices Inc Reference Cell/ Coupon Assembly
3. The equipment necessary to install wires to the terminal board in the handhole

\*The Contractor shall provide everything else needed for the job. This includes new

handhole stations, with Neenah R-6660-JH frame and lid (To be precast as specified by the contractor), as per the detail attached.

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

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

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

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

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

See attached.

**DUPAGE WATER COMMISSION**

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

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

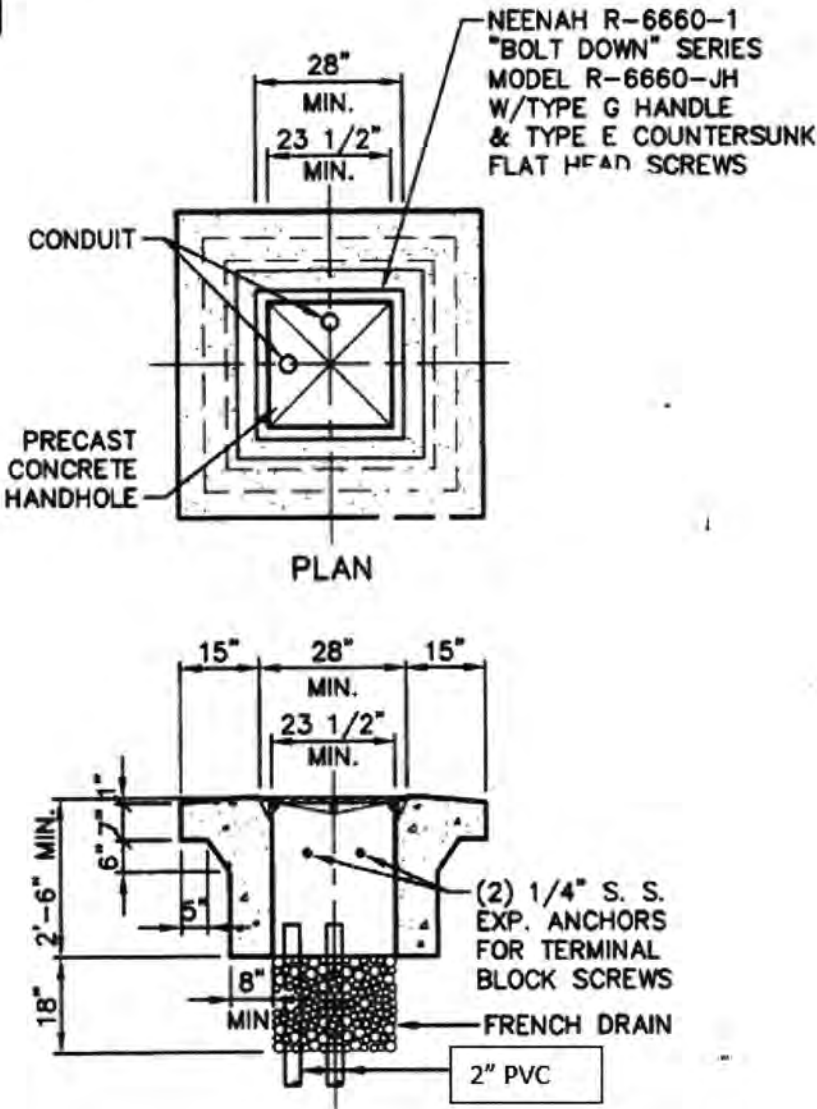
**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

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

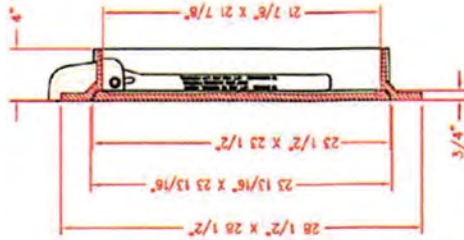
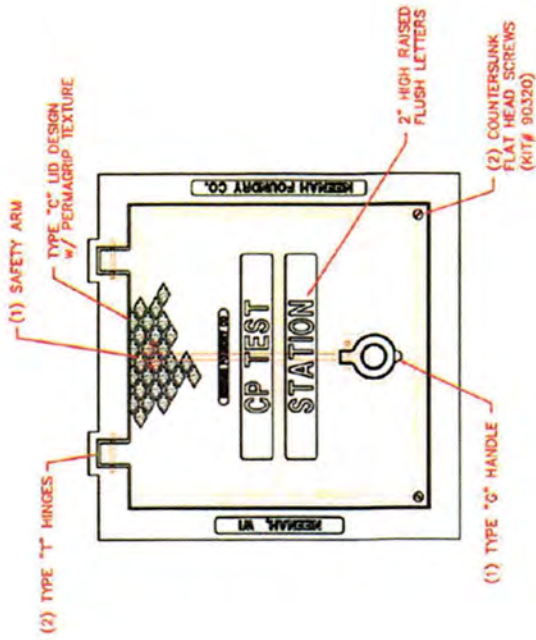
DATE: \_\_\_\_\_

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

HANDHOLE DETAIL:







- NOTES:
- ALL DIMENSIONS SHOWN ARE IN ENGLISH.
  - LOAD RATING: LIGHT DUTY
  - COMPONENT NOS.: FRAME 6660-0013 LID 6660-0378
  - MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
  - FINISH: NO PAINT
  - WEIGHT: FRAME=89#. LID=85#

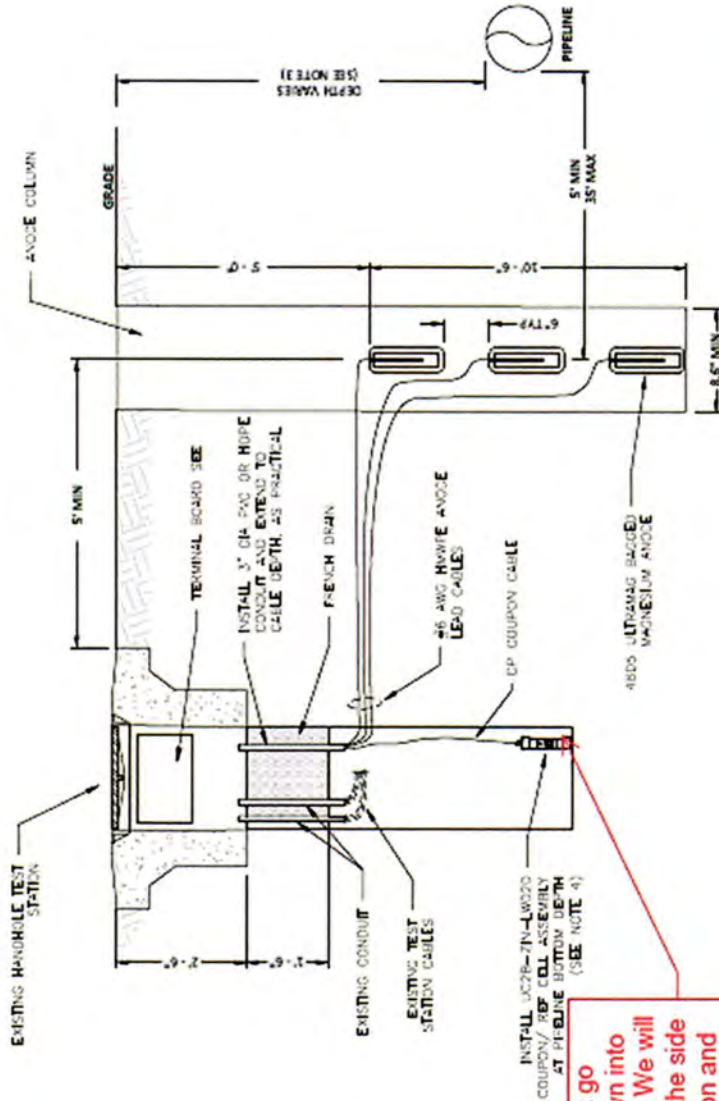
DL	E. NIVER	SCALE	1/8"=1"	TITLE	R-6660-JH FRAME AND LID
OK	RKB	 NEENAH FOUNDRY NEENAH WISCONSIN 54906 PHONE 920-358-5075 FACILE NEENAH, WI 54909 MODEL 80-9317-1666			
APP.	SH				
DATE	01-27-2021				
www.nfco.com					

NF-6660JHT4 B

CAD DWG. REF: 6660-LHT4.DWG- 0

# INSTALLATION, COUPON, & ANODE DETAILS:

## MAGNESIUM ANODE BED INSTALLATION

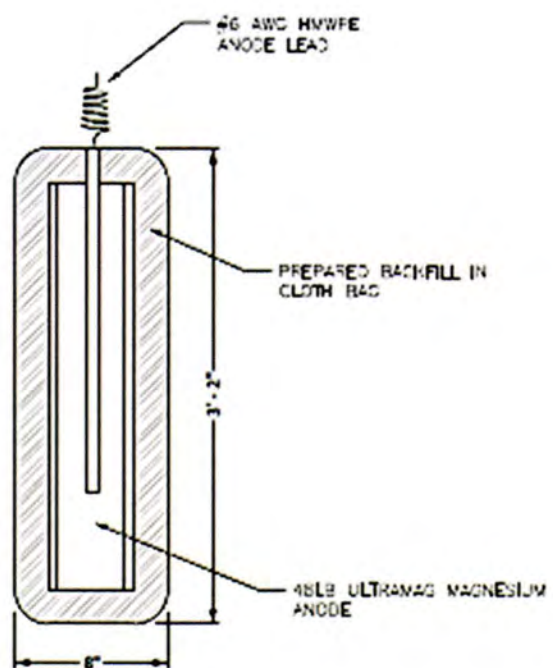


This will not go straight down into test station. We will pothole on the side of test station and move wire into pvc as the anodes look

native soil, if applicable or pulverized dirt, free of rock/debris

- NOTE
1. BACKFILL ALL EXCAVATION SITES WITH NATIVE SOIL, AVOIDING ROCKS.
  2. THE ANODES AND COUPON ASSEMBLY SHALL BE INSTALLED USING VACUUM EXCAVATION OR SOFT EXCAVATION METHOD.
  3. REFER TO INSTALLATION PLAN SHEETS 3, 4 AND 5 FOR PIPELINE DEPTH.
  4. IN THE EVENT THE PIPELINE DEPTH CANNOT BE REACHED, INSTALL THE CP COUPON AS CLOSE AS POSSIBLE TO PIPELINE DEPTH.

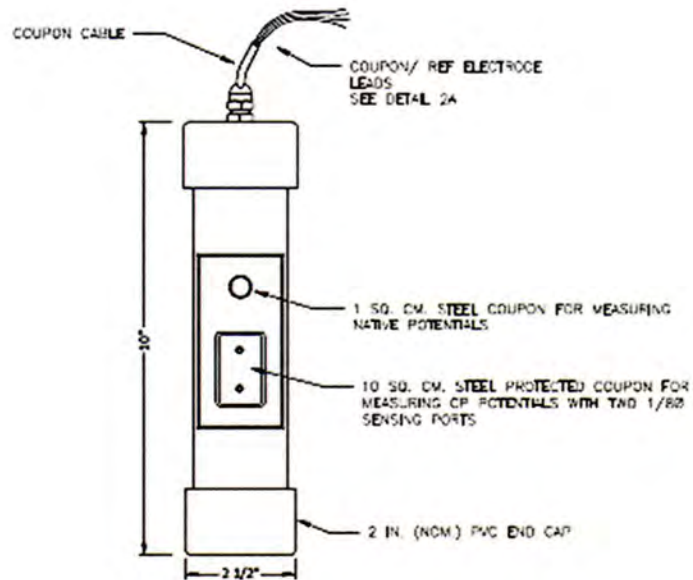
4805 ULTRAMAG HIGH POTENTIAL  
MAGNESIUM ANODE



NOTE:

1. PREPACKAGED ANODE PREPARED BACKFILL  
CONSISTS OF 75% GYPSUM, 20% BENTONITE,  
AND 5% SODIUM SULFATE.

EDI CONCENTRIC CP COUPON  
MODEL UC2B-2IN-LW020



DETAIL 2A  
EDI CP COUPON LEADS



DATE: August 11, 2022

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of a Master Contract with A.C. Engineering for Professional Engineering Services and Authorization of Task Order No. 01.  Resolution No. R-52-22	<b>APPROVAL</b>	PDM  RCB CAF
Account Number: 01-60-722300			
<p>Resolution No. R-52-22 would approve a master contract with A.C. Engineering for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>Resolution No. R-52-22 would also approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 1: Indeterminate Engineering Assistance</b></p> <p>Task Order No. 1 is for indeterminate engineering assistance services as may be assigned by the General Manager and confirmed by an authorized officer of A.C. Engineering at a cost not-to-exceed \$10,000.00 per assignment. There may be times when the Commission's Staff will need the immediate assistance of a professional consultant in connection with the protective relaying system of the medium voltage electrical systems and other related tasks. A.C. Engineering is the authorized service representative for the Commission's protective relaying systems and has significant expertise and knowledge concerning the installation and operation of the Commission's medium voltage electrical systems which would prove beneficial to the Emergency Generation Systems Modifications contract and operational needs going forward.</p>			
<b>MOTION:</b> To adopt Resolution No. R-52-22.			



DuPAGE WATER COMMISSION

RESOLUTION NO. R-52-22

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MASTER CONTRACT WITH A.C. ENGINEERING  
FOR PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZATION OF TASK  
ORDER NO. 01

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

WHEREAS, the Commission desires to obtain from time to time, and A.C. Engineering, a corporation organized and existing under the laws of the Wisconsin ("Consultant"), desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

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

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desires to provide under the master contract, indeterminate engineering assistance services as may be assigned by the General Manager and confirmed by an authorized officer of Consultant at a cost not-to-exceed \$10,000.00 per assignment;



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

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

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

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 1 to the Master Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 1 to the Master Contract in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task

Resolution No. R-52-22

Order No. 1 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of Task Order No. 1 executed by A.C. Engineering. Upon execution by the General Manager, Task Order No. 1 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

**MASTER CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
*A.C. Engineering*  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
*A.C. Engineering*  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order



**MASTER CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
***A.C. Engineering***  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and A.C. Engineering N16w22040 Jericho Dr. Waukesha WI 53186, an electrical engineering firm (“Consultant”), make this Contract as of the 1<sup>st</sup> day of July, 2022, and hereby agree as follows:

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

**1.1 Performance of the Services**

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

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

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

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

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

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

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

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

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

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

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

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

#### **1.6 Time**

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

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

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

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

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

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



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

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

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

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

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



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

## **1.8 Owner's Responsibilities**

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

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

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

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

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

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

### **2.1 Changes**

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

### **2.2 Delays**

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

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

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

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

### **ARTICLE III**

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

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

A. Standard of Care. Consultant represents that the Services and all of its components shall be free from errors and omissions in design; 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**

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

### **3.3 Risk of Loss**

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

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Insurance**

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

B. Minimum Coverages. 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 following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:
  - (a) Worker's Compensation: Statutory;
  - (b) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this 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.

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

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
  - (a) Each Occurrence: \$1,000,000
  - (b) General Aggregate: \$2,000,000
  - (c) Completed Operations Aggregate: \$2,000,000
  - (d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

4. 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 and each Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.
5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial 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, agents, attorneys, consultants, and representatives.

#### **4.2 Indemnification**

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

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

#### **5.1 Contract Price**

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



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

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

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

## **5.3 Progress Payments**

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

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

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

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

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

## **5.5 Deductions**

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

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

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

## **5.6 Accounting**

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

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

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

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

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



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

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

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

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

### **7.1 Binding Effect**

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

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

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

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

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

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

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

## 7.6 Security

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

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

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

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

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



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

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

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

#### **7.7 No Waiver**

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

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

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

#### **7.9 Notices**

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

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

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

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

A.C. Engineering  
N16w22040 Jericho Dr.  
Waukesha WI 53186

---

Attention: Sam Fassbender

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

#### **7.10 Governing Laws**

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

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

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

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

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

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

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

### **7.13 Documents**

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

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

### **7.14 Time**

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

### **7.15 Severability**

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

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

**7.16 Entire Agreement**

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

**7.17 Amendments**

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

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

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Paul D. May

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

Title: General Manager

Attest/Witness:

**A.C. Engineering**

By: Sam Fassbender

By: Sam Fassbender

Sam Fassbender

Title: Vice President

Title: Vice President



## ATTACHMENT A

### **DESCRIPTION OF BASIC SERVICES**

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

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

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

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



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

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

ATTACHMENT B

**FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and **A.C. Engineering** ("Consultant"), for Professional Engineering Services dated **[DATE]** (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

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

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

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

5. **Completion Date:**

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

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

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

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

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal: Due Date:

7. **Key Project Personnel:**

Names: Telephone:

8. **Contract Price:**

**LUMP SUM TASK ORDER**

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

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

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

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

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

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

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



COST PLUS FIXED FEE TASK ORDER

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

For providing, performing, and completing all Services, a fixed fee of \$\_\_\_\_\_ plus an amount equal to Consultant's Direct Labor Costs times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project.

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

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

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

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

DIRECT COST TASK ORDER

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

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

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

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

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

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

9. **Payments:**

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

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

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

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

**OR**

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

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

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

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

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

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

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

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

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

10. **Special Safety Requirements:**

[state "none" or:

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

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

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "none"]

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

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

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120



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

***A.C. Engineering***

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

EXHIBIT 2

## TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and A.C. Engineering ("Consultant"), for Professional Engineering Services dated as of the 19<sup>th</sup> day of August, 2022 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Indeterminate Engineering Assistance

2. **Services of Consultant:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing for electrical engineering assistance.

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

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

4. **Commencement Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

5. **Completion Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

6. **Submittal Schedule:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

7. **Key Project Personnel:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing, but not to exceed \$10,000.00 per assignment except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

10. **Special Safety Requirements:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

11. **Modifications to Contract:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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

The Effective Date of this Task Order is August 19, 2022.

DuPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick  
Title: Facilities Construction Supervisor  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: bostick@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

A.C. ENGINEERING

By: \_\_\_\_\_  
Name: Sam Fassbender  
Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Sam Fassbender  
Title: Vice President  
Address: N16w22040 Jericho Dr., Waukesha, WI 53186  
E-mail Address: sam@acengineer.com  
Phone: (262) 547-2006  
Mobile: (262) 527-6629

**MASTER CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
*A.C. Engineering*  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**



**MASTER CONTRACT BETWEEN  
 DuPAGE WATER COMMISSION  
 AND  
 A.C. Engineering  
 FOR  
 PROFESSIONAL ENGINEERING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
***A.C. Engineering***  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and A.C. Engineering N16w22040 Jericho Dr. Waukesha WI 53186, an electrical engineering firm ("Consultant"), make this Contract as of the 1<sup>st</sup> day of July, 2022, and hereby agree as follows:

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

**1.1 Performance of the Services**

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

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

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

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

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

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

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

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

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

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

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

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

#### **1.6 Time**

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



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

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

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

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

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



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

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

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

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

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

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

## **1.8 Owner's Responsibilities**

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

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

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



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

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

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

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

### **2.2 Delays**

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

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

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

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

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

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

A. Standard of Care. Consultant represents that the Services and all of its components shall be free from errors and omissions in design; 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**

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

### **3.3 Risk of Loss**

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

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Insurance**

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

B. Minimum Coverages. 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 following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:
  - (a) Worker's Compensation: Statutory;
  - (b) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this 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.

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

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
  - (a) Each Occurrence: \$1,000,000
  - (b) General Aggregate: \$2,000,000
  - (c) Completed Operations Aggregate: \$2,000,000
  - (d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

4. 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 and each Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.
5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial 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, agents, attorneys, consultants, and representatives.

#### **4.2 Indemnification**

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

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

#### **5.1 Contract Price**

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

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

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

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

## **5.3 Progress Payments**

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

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

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

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

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

## **5.5 Deductions**

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

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



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

## **5.6 Accounting**

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

## **ARTICLE VI REMEDIES**

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

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

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



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

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

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

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

### **7.1 Binding Effect**

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

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

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

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

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

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

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

## 7.6 Security

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

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

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

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

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

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

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

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

#### **7.7 No Waiver**

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

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

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

#### **7.9 Notices**

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

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

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



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

A.C. Engineering  
N16w22040 Jericho Dr.  
Waukesha WI 53186

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Attention: Sam Fassbender

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

#### **7.10 Governing Laws**

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

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

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

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

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



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

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

### **7.13 Documents**

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

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

### **7.14 Time**

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

### **7.15 Severability**

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

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

**7.16 Entire Agreement**

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

**7.17 Amendments**

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

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

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Paul D. May

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

Title: General Manager

Attest/Witness:

**A.C. Engineering**

By: *Sam Fassbender*

By: *Sam Fassbender*

Sam Fassbender

Title: *Vice President*

Title: Vice President

## ATTACHMENT A

### **DESCRIPTION OF BASIC SERVICES**

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

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

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

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



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



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

ATTACHMENT B

**FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and **A.C. Engineering** ("Consultant"), for Professional Engineering Services dated **[DATE]** (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

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

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

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

5. **Completion Date:**

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

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

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

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

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal: \_\_\_\_\_ Due Date: \_\_\_\_\_

7. **Key Project Personnel:**

Names: \_\_\_\_\_ Telephone: \_\_\_\_\_

8. **Contract Price:**

**LUMP SUM TASK ORDER**

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

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

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

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

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

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

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

COST PLUS FIXED FEE TASK ORDER

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

For providing, performing, and completing all Services, a fixed fee of \$ \_\_\_\_\_ plus an amount equal to Consultant's Direct Labor Costs times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project.

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

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

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

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



DIRECT COST TASK ORDER

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

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

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

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

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

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

9. **Payments:**

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

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

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

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

**OR**

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

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

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

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

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

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

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

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

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

10. **Special Safety Requirements:**

[state "none" or:

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

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

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "none"]

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

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

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120

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

***A.C. Engineering***

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax: