



# DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE FEBRUARY REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 5:45 P.M. ON THURSDAY, FEBRUARY 16, 2017, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE FEBRUARY 2017 REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING IS AS FOLLOWS:

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE  
THURSDAY, FEBRUARY 16, 2017  
5:45 P.M.**

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

## COMMITTEE MEMBERS

D. Loftus, Chair

F. Saverino  
M. Scheck  
J. Zay

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

**RECOMMENDED MOTION:** To approve the Minutes of the January 19, 2017 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. R-4-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 (**Windy City Electric Company – Estimated Cost of \$84,897.00**)
- V. R-5-17: A Resolution Approving and Authorizing the Execution of a Master Agreements with CDM Smith Engineering Inc. for Professional Engineering Services (**No Cost Component for this Action**)
- VI. **RFBA:** To suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve Requisition No. 44157 (**ITsavvy LLC – \$49,472.77**)
- VII. Old Business
- VIII. Other
- IX. Adjournment

Agendas\Engineering\2017\Eng1702.docx

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.

**MINUTES OF A MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, JANUARY 19, 2016  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Committee members in attendance: D. Loftus, F. Saverino (via teleconference), M. Scheck and J. Zay

Committee members absent: None

Also in attendance: C. Bostick, E. Kazmierczak, J. Schori, J. Spatz and M. Weed.

Commissioner Scheck moved to approve the Minutes of the December 15, 2016 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Chairman Loftus.

All voted aye: Motion passed

Facilities Construction Supervisor Bostick provided an oral summary of the Status of Operations reports dated January 11, 2017:

Regarding Operations Maintenance, Facilities Construction Supervisor Bostick advised the Committee R-1-17 appears on the Agenda recommending authorizing the General Manager to execute a three (3) year unit priced Janitorial Services Contract with Eco Clean Maintenance Inc. estimated at \$75,182.40 for Periodic Janitorial Services at the DuPage Water Commission. The current contract expires at the end of February 2017.

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 (Roselle) and No. 4 East (75<sup>th</sup> Street in Lisle Township) with Era-Valdivia Contractors, Inc., Facilities Construction Supervisor Bostick advised the Commiktee Change Order No. 1 appears on the Agenda as R-3-17 and the Change Order recommends a Final Balancing Change Order for actual units expended during the Work; for Additional Work performed to completely blast clean the interiors of the standpipe pilasters, which was unintentionally omitted from the specifications; and, recommends Final Acceptance of the Work at a net decrease in Contract Price of \$1,580.00. This action would also approve release of all monies held in retention conditioned upon receipt of all contractually required documentation.

Facilities Construction Supervisor Bostick avised Change Order No. 1 for The Masonry Rehabilitation and Window Replacement Work at the DuPage Pumping Station with Mertes Contracting Co. appears on the Agenda as R-2-17. The Change Order recommends additional window replacements at the DuPage Pumping Station. Certain

window replacements were identified during the Condition Assessment however were not slated for replacement this fiscal year. Since the Commission received such a favorable bid, and the actual work performed and the proposed widow replacement will eventually come in under the original Contract Price, staff is recommending having the windows replaced during this fiscal year. Approval of the Change order would increase the Contract Price by \$34,470.00.

General Manager Spatz entered the meeting at 6:10 P.M.

Facilities Construction Supervisor Bostick advised the Committee regarding a Request for Board Action which appears on the Agenda recommending authorizing the General Manager to execute a 3-year term contract with AT&T for telephone services over fiber optic. Commissioner Saverino inquired if a bid was solicited from Comcast to which General manager Spatz replied that Comcast currently provides internet services only.

Chairman Zay entered the meeting at 6:12 P.M.

General Manager Spatz provided a brief synopsis of the developments regarding the customer agreement with Bartlett which appears on the Administration Committee and the Commission Meeting agendas, as well as Staff's conceptual plan moving forward with engaging firms for hydraulic modeling, pipeline design and metering station design and also the intent of dividing up feeder main construction into smaller pipeline construction projects in order to expedite work on the portion of the pipeline that would run through Roselle.

Chairman Zay and General Manager Spatz left the meeting at 6:14 P.M

Facilities Construction Supervisor Bostick advised the Committee that the annual Customer Meter Testing Program is approximately 51% complete and without any issues reported.

Regarding Quick Response Electric Contract QRE-7/15, Facilities Construction Supervisor Bostick advised the Committee that Work Authorization Order (WAO) No. 09 to Windy City Co. Inc., for the re-installation of the equipment into the Remotely Operated Valve (ROV 14B) in Lombard is ongoing.

Facilities Construction Supervisor Bostick advised the Committee that the large diameter valve replacement in Oakbrook Terrace is on schedule for replacement in Spring of 2017.

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

All voted aye: Motion passed

## Engineering Committee Minutes 01/19/2017

Chairman Loftus inquired the Committee if there were any other business or items to be discussed. Hearing none, Commissioner Scheck moved to adjourn the meeting at 6:18 P.M. Motion seconded by Commissioner Saverino.

All voted aye: Motion passed

SP2013/MINUTES/ENGINEERING/2016/ENG170119.doc



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Terry McGhee  
Manager of Water Operations

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

DATE: February 9, 2017

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of January were a total of 2.0 billion gallons. This represents an average day demand of 65.7 million gallons per day (MGD), which is lower than the January 2016 average day demand of 65.9 MGD. The maximum day demand was 69.6 MGD recorded on January 8, 2017, which is lower than the January 2016 maximum day demand of 71.6 MGD. The minimum day flow was 63.2 MGD.

The Commission's recorded total precipitation for the month of January was 2.9 inches compared to 0.84 inches for January 2016. The level of Lake Michigan for January 2017 is 578.9 (Feet IGLD 1985) compared to 579.3 (Feet IGLD 1985) for January of 2016

### Water Conservation

A memo regarding the tours from November and January has been posted on [dpwc.org](http://dpwc.org).

There is a SCARCE Teacher Tour scheduled on March 4<sup>th</sup>.

Two tours of the facility are tentatively scheduled with a DuPage County high school class whose teacher previously attended a SCARCE tour.

Ongoing: Staff is working with SCARCE to earn their Earth Flag. The process consists of a green audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway,

etc.), and finally presenting the Earth Flag to the Board Members. Staff has completed the green audit and is working with SCARCE to set up a date for staff training.

### **Facilities Construction Overview**

#### **DuPage Pumping Station**

Change Order No. 1 for The Masonry Rehabilitation and Window Replacement Work at the DuPage Pumping Station with Mertes Contracting Co. having been approved, the Contractor is fabricating the additional replacement window frames and has the laminated glass on order. The completion of the additional work is projected for early April.

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

A Request for Board Action appears on the Agenda recommending approval of Purchase Requisition 44157 to implement four IT projects. Staff identified these projects and were included in this fiscal year's budget. The Commission entered into an Agreement with ITsavvy, LLC for Engineering Services at a fixed rate of \$175 per hour. Staff received quotes on the hardware, software, and support to justify ITsavvy's pricing which is the lowest cost of two other vendors.

#### **Meter Testing Program**

The annual customer meter testing program is ongoing and is approximately 63% complete.

#### **Quick Response Electrical Contract QRE-7/15**

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

R-4-17 appears on the agenda to approve Work Authorization Order No. 12 for Electrical Upgrade work at various remote facilities in identified in the 2014/2015 Condition Assessment.

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

Valve replacement work at Butterfield Rd. and Marshall Ave. in the City of Oakbrook Terrace is scheduled to begin in March/April of 2017.

Staff continues work on cathodic protection test station installations along several transmission main routes.

Staff continues collecting cathodic protection test point data.

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Staff continues collecting cathodic protection test point data.

**FEBRUARY 2017 COMMISSION AGENDA ITEMS:**

**R-4-17:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 (**Windy City Electric Company – Estimated Cost of \$84,897.00**)

**R-5-17:** A Resolution Approving and Authorizing the Execution of a Master Agreements with CDM Smith Engineering Inc. for Professional Engineering Services (**No Cost Component for this Action**)

**RFBA:** To suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve Requisition No. 44157 (**ITsavvy LLC – \$49,472.77**)

**Attachments**

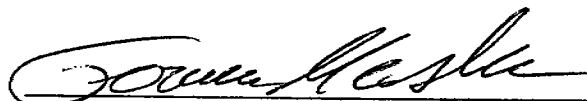
1. DuPage Laboratory Bench Sheets for January, 2016
2. Water Sales Analysis 01-January-2009 to 31-January-2016
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR JANUARY 2017

## LEXINGTON SUPPLY

## DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.95	0.10	0.52	0.94	0.08	48	7.4	0.8	0.53	0	CT
2	1.00	0.10	0.52	0.96	0.08	48	7.5	0.8	0.52	0	CT
3	0.95	0.10	0.53	0.94	0.08	47	7.5	0.8	0.53	0	CT
4	0.99	0.09	0.51	0.97	0.08	47	7.5	0.7	0.50	0	RC
5	0.97	0.10	0.52	0.96	0.08	47	7.5	0.8	0.53	0	RC
6	1.00	0.10	0.53	0.98	0.09	45	7.5	0.7	0.53	0	RC
7	1.00	0.09	0.53	0.97	0.09	45	7.5	0.8	0.56	0	CT
8	1.00	0.09	0.53	0.97	0.08	45	7.5	0.8	0.53	0	CT
9	1.00	0.09	0.53	0.97	0.08	42	7.5	0.8	0.56	0	RC
10	0.93	0.09	0.52	0.94	0.09	42	7.5	0.7	0.57	0	RC
11	1.00	0.09	0.51	0.97	0.08	41	7.5	0.8	0.53	0	CT
12	0.94	0.10	0.57	0.95	0.08	40	7.4	0.7	0.54	0	CT
13	1.00	0.08	0.56	0.96	0.08	40	7.5	0.8	0.54	0	CT
14	0.96	0.10	0.53	0.94	0.09	40	7.5	0.7	0.55	0	RC
15	0.98	0.10	0.52	0.95	0.09	38	7.5	0.7	0.54	0	RC
16	0.99	0.10	0.54	0.94	0.09	38	7.4	0.8	0.55	0	CT
17	0.94	0.10	0.53	0.95	0.09	38	7.5	0.7	0.53	0	CT
18	1.00	0.09	0.54	0.95	0.09	38	7.5	0.7	0.53	0	RC
19	1.00	0.09	0.53	0.97	0.08	36	7.5	0.8	0.53	0	RC
20	0.98	0.09	0.53	0.97	0.09	37	7.4	0.7	0.54	0	RC
21	0.96	0.09	0.55	0.97	0.08	37	7.4	0.8	0.57	0	AM
22	0.99	0.09	0.57	0.98	0.08	37	7.4	0.8	0.55	0	AM
23	0.98	0.09	0.53	0.98	0.08	36	7.5	0.8	0.56	0	KD
24	0.97	0.09	0.53	0.99	0.08	35	7.5	0.8	0.58	0	KD
25	0.99	0.09	0.52	0.99	0.08	36	7.5	0.8	0.54	0	AM
26	1.00	0.10	0.52	0.97	0.08	36	7.4	0.8	0.54	0	AM
27	0.98	0.10	0.53	0.97	0.08	36	7.4	0.8	0.54	0	AM
28	0.99	0.09	0.52	0.98	0.08	36	7.4	0.8	0.52	0	KD
29	1.00	0.09	0.55	0.97	0.08	35	7.5	0.8	0.54	0	KD
30	1.00	0.09	0.58	0.98	0.08	35	7.5	0.7	0.52	0	AM
31	1.00	0.08	0.54	0.98	0.08	35	7.4	0.8	0.58	0	AM
AVG	0.98	0.09	0.53	0.96	0.08	40	7.5	0.8	0.54	0	
MAX	1.00	0.10	0.58	0.99	0.09	48	7.5	0.8	0.58	0	
MIN	0.93	0.08	0.51	0.94	0.08	35	7.4	0.7	0.50	0	



Terrance McGhee  
Manager of Water Operations



DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Jan-17

PER DAY AVERAGE 79,654,160

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-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%	97.58%	\$3.32	\$2.882
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%	97.61%	\$3.32	\$2.882
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.316
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079.20	2,069,443	0.10%	97.76%	\$3.97	\$3.316
Mar-14	2,170,575,000	2,234,019,300	97.16%	\$8,617,182.75	\$7,408,008.00	1,202,320	0.05%	97.21%	\$3.97	\$3.316
Apr-14	2,024,459,000	2,086,348,613	97.03%	\$8,037,102.23	\$6,918,332.00	5,230,699	0.25%	97.28%	\$3.97	\$3.316
May-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
Aug-15	2,723,202,000	2,807,092,033	97.01%	\$13,207,529.70	\$10,703,441.92	1,048,363	0.04%	97.05%	\$4.85	\$3.813
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,560.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,984	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
TOTALS (1)	720,232,909,798	740,602,664,260	97.25%	\$1,328,787,790.73	\$1,214,745,467.61	727,592,482	0.10%	97.35%	\$1.84	\$1.640

(1) - SINCE MAY 1, 1992

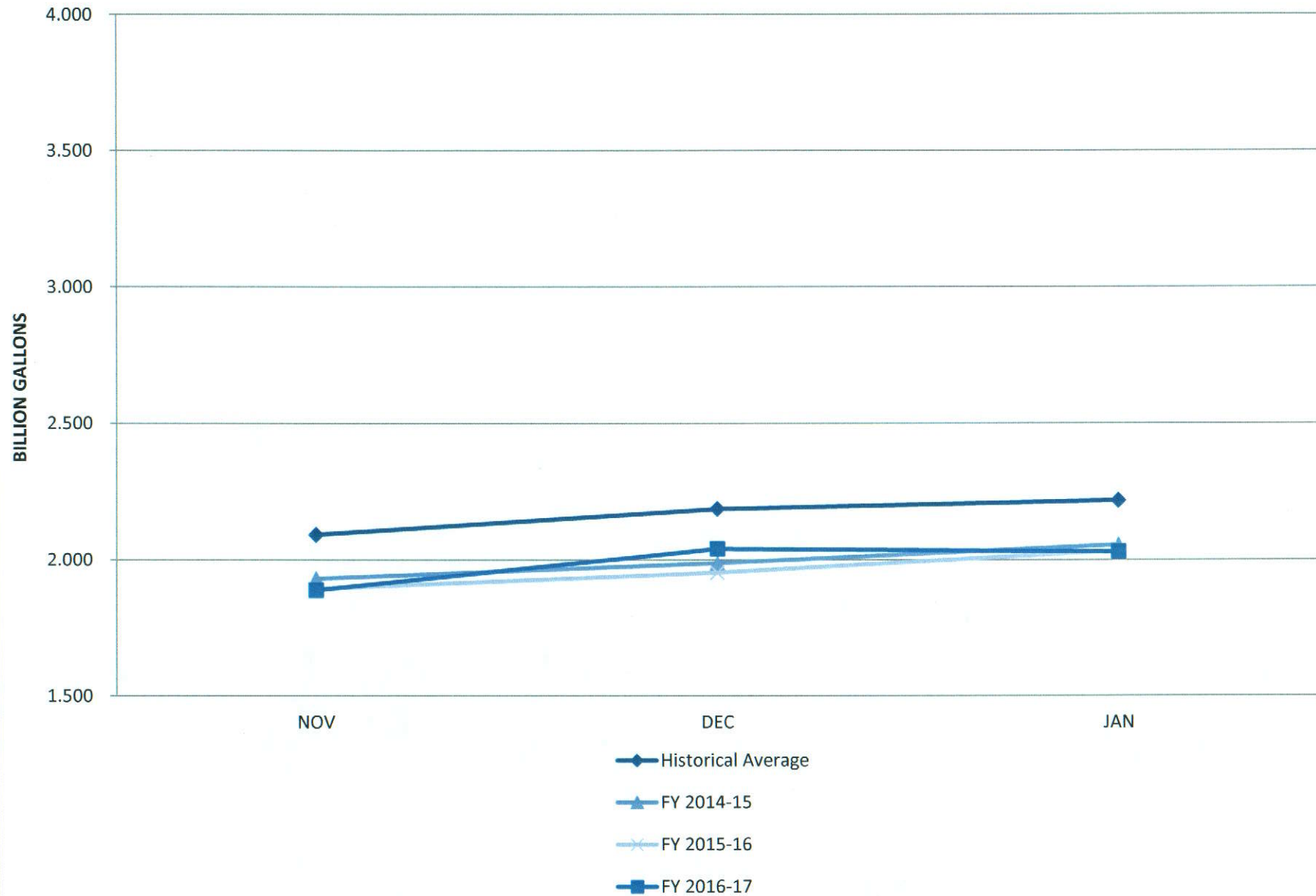
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

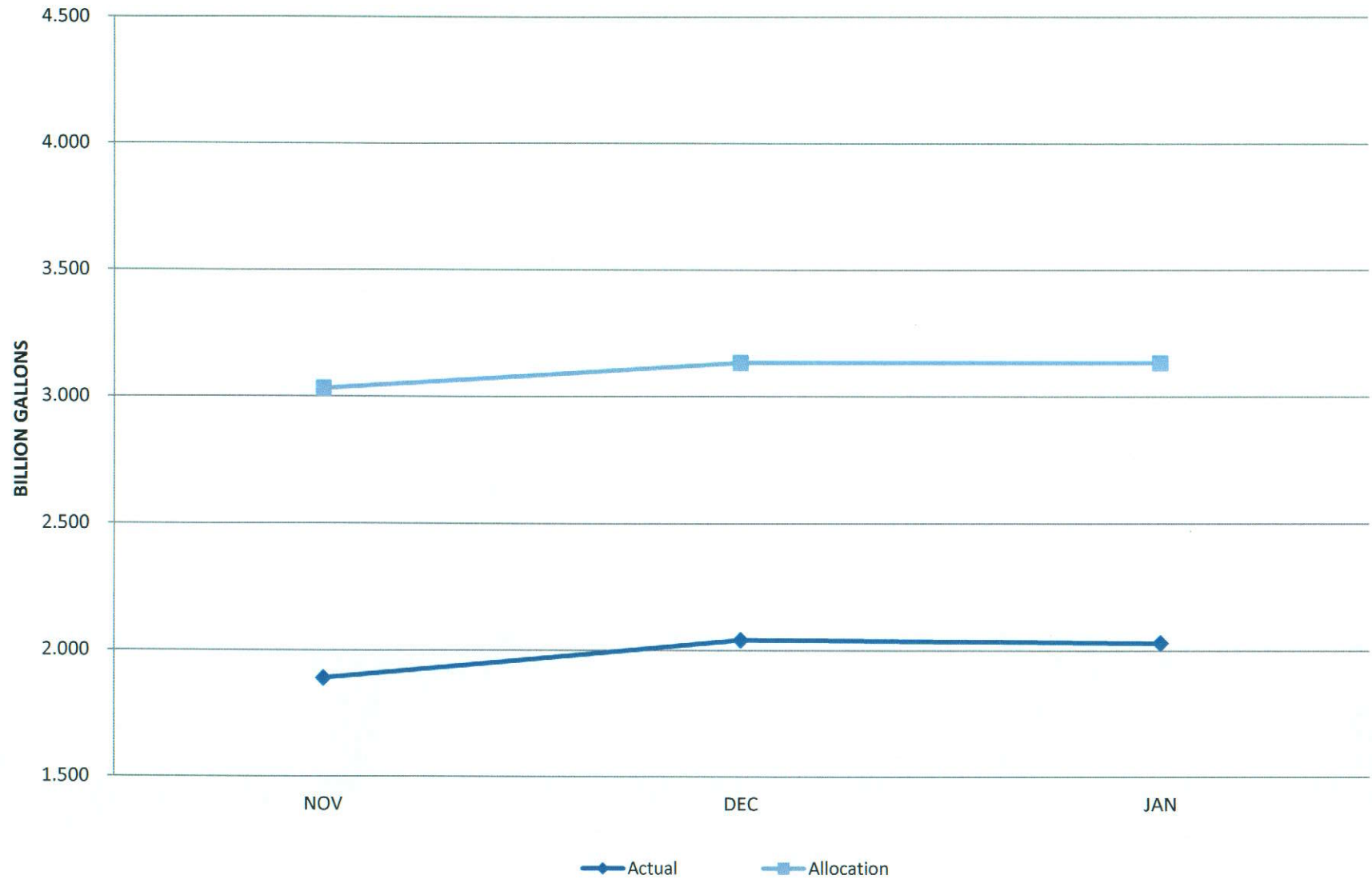
YTD

Jan-16	19,994,248,000	20,602,752,262	97.05%	96,972,103	78,558,294				\$4.85	\$3.813
Jan-17	20,287,758,000	20,954,361,300	96.82%	97,381,238	79,898,980				\$4.80	\$3.813
	293,510,000	351,609,038		\$409,136	\$1,340,685					
	1.5%	1.7%		0.4%	1.7%					
Month										
Jan-16	2,033,443,000	2,091,170,472	97.24%	9,862,199	7,973,633				\$4.85	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	9,741,082	7,955,711				\$4.80	\$3.813
	(4,051,000)	(4,700,228)		(\$121,117)	(\$17,922)					
	-0.2%	-0.2%		-1.2%	-0.2%					
Jan>Dec	(11,661,000)	(20,509,268)		(55,973)	(78,202)					

## DU PAGE WATER COMMISSION SALES FY 2016-17, 2015-16 & 2014-15 VS. HISTORICAL AVERAGE



## DU PAGE WATER COMMISSION SALES FY 2016-17 VS. ALLOCATION



DATE: February 8, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the February 16, 2017, DuPage Water Commission Meeting  Resolution No. R-4-17	<b>APPROVAL</b>	Handwritten initials 'JWS' and 'CRP' are present in the approval column.

Account Numbers: 01-60-771200 (\$84,897.00)

The Commission entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-4-17 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

**Work Authorization Order No. 012:** This work authorization is to Windy City Electric Company, to upgrade the electrical system at 73 remote facilities including: Meter Stations, Remotely Operated Valves (ROV), and Tank Sites to current NEC standards. All of the original Meter Stations were upgraded between two previous QRE Work Authorization Orders (WAO). During the first WAO a conduit path was not installed from the new Surge Protective Device (SPD) to the Remote Telemetry Unit for remote monitoring. A conduit path and wiring will be added to those meter stations. Using the latest National Electrical Code and Electrical Wiring Standards, all ROV's, Tank Sites, and remaining Meter Stations will be inspected and any necessary upgrades will be performed. This work is in response to the Condition Assessment performed. Staff escorted both QRE contractors to visit a sampling of the remote facilities, reviewing pictures, and with the provided list of facilities they provided an estimate, see table.

QRE Contractor	Description	Estimate
Windy City	Perform Electrical Upgrades as required	\$84,897.00
McWilliams	Perform Electrical Upgrades as required	\$118,060.00

The total cost for this work is not known but is estimated at \$84,897.00.

**MOTION:** To adopt Resolution No. R-4-17.

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-4-17

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15  
AT THE FEBRUARY 16, 2017, DuPAGE WATER COMMISSION MEETING

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

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

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby

Resolution No. R-4-17

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

#### **PROJECT: QRE-7.012**

#### **LOCATION:**

A total of 73 various remote facilities see attached list.

#### **CONTRACTOR:**

Windy City Electric Company

#### **DESCRIPTION OF WORK:**

Upgrade electrical panels to bring the electrical system at each location up to NEC standards. Work includes but not limited to the following:

- LP breaker panel remove original Surge Protective Device (SPD) and replace with new SPD (provided by owner) and dual breaker if needed.
- Add conduit and 2-16ga wires from SPD to RTU enclosure. Terminate wires on normally open contacts in SPD and terminate in RTU per DWC instructions.
- LP and HP breaker panels correct any grounding deficiencies within panels and between panels and meter sockets.
- Add conduit to protect ground cables to both breaker panels and RTU enclosure as needed.
- Eliminate pigtails and circuits that use the panels as a J-Box inside breaker panels.

#### **REASON FOR WORK:**

Upgrade the electrical system at the Commission's remote facilities to current NEC standards. The original facilities were constructed in the early 1990's.

- Some installed SPD's were wired in parallel with an existing load on a single breaker
- No ground bus bars, ground for meter sockets coming from breaker panels
- Unprotected ground cables wired to the breaker panels and RTU
- Pigtails or multiple wires on a single breaker
- Breaker panels used as a Junction Box for wires to pass through.
- Monitor status of SPD on SCADA system



**MINIMUM RESPONSE TIME:**

None

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

- GE SPD, Cat #TLE-120S-050-WM (120/240V Single Phase 3-Wire + GND)
- GE SPD, Cat #TLE-120Y-050-WM (120/208V 3-Phase WYE, 4-Wire + GND)
- GE SPD, Cat #TLE-240H-050-WM (120/240V 3-Ph Delta Hi-Leg, 4-Wire + GND)
- 1/2" x 10' Copper ground rods, if needed

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

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

None

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

None

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

None

**DUPAGE WATER COMMISSION**

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

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

**CONTRACTOR RECEIPT ACKNOWLEDGED:**

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




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

**Exhibit**

Install SPD	Type of SPD	Install Conduit & Wire to RTU	Below Grade Vault	SPD Can Mount Inside ROV	Facility Name	Nearest Address to Locate	City
		Yes			MS1A	WINTRHROP AVE & VISTA AVE	ADDISON
		Yes			MS1B	1011W FULLERTON AVE	ADDISON
		Yes			MS1C	N LOMBARD RD & CENTENNIAL DR	ADDISON
		Yes			MS1D	CHESTNUT ST & WOODLAND AVE	ADDISON
		Yes			MS1E	N SWIFT RD & SILVER LEAF LN	ADDISON
Yes	120S	Yes		No	ROV1A	GRACE ST AND WINTHROP AVE	ADDISON
Yes	120S	Yes		No	ROV40A	MANNHEIM RD AND ILLINOIS PRAIRIE PATH	BELLWOOD
Yes	120S	Yes		No	ROV2A	CHURCH RD BTWN RED OAK AVE & CREST AVE	BENSENVILLE
Yes	240H	Yes		No	ROV43A	2848 INDIAN JOE DR	BROADVIEW
		Yes			MS6A	261 ANN ST	CLARENDON HILLS
		Yes			MS6B	229 MIDDAGH RD	CLARENDON HILLS
		Yes			MS7B/8F	2101 75TH ST	DARIEN
Yes	120Y	Yes		Yes	ROV7A	75TH ST AND FAIRVIEW AVE	DARIEN
		Yes			MS8B	MAIN ST & SUMMIT ST	DOWNERSGROVE
Yes	120S	Yes		No	ROV8A	BUTTERFIELD RD AND GRAY AVE	DOWNERSGROVE
Yes	120S	Yes		No	ROV8B	LEE AVE AND MAPLE AVE	DOWNERSGROVE
Yes	120Y	Yes		No	ROV8C	55TH ST AND PARK AVE	DOWNERSGROVE
Yes	120Y	Yes		Yes	ROV10BC	RANDOLPH ST AND WEST AVE	ELMHURST
Yes	120Y	Yes		Yes	ROV10D	FRONTAGE RD AND AVERY ST	ELMHURST
Yes	240H	Yes		Yes	ROV45A	8311 ROOSEVELT RD	FOREST PARK
		Yes			MS26A	1N304 STACY CT	GLEN ELLYN
Yes	120S	Yes	Yes		MS9A	POSS ST & HIGHLAND AVE	GLEN ELLYN
Yes	120S	Yes		No	ROV26A	MAIN ST AND GREAT WESTERN TRAIL	GLEN ELLYN
		Yes			MS11A	1938 BRANDON CT	GLENDALE HEIGHTS
		Yes			MS11C	WINDY POINT DR BTWN CONCORD DR & WHIRLAWAY CT	GLENDALE HEIGHTS
Yes	120S	Yes		No	ROV11A	1681 BLOOMINGDALE RD	GLENDALE HEIGHTS
Yes	120S	Yes	Yes		TS2	1900 N BLOOMINGDALE RD	GLENDALE HEIGHTS
Yes	120S	Yes	Yes		MS5G	162 STABLEFORD DR	GLENNELLYN
		Yes			MS25A	1433 INDUSTRIAL DR	ITASCA
		Yes			MS25B	W CENTER ST AND WILLOW ST	ITASCA
		Yes			MS25C	1431 E ARDMORE AVE	ITASCA
Yes	120S	Yes		No	ROV25A	ROHLWING RD AND IRVING PARK RD	ITASCA
		Yes			MS13C	485 WARRENVILLE RD	LISLE
		Yes			MS14B	376 W NORTH AVE	LOMBARD
		Yes			MS14C	50 E ST CHARLES RD	LOMBARD
Yes	120S	Yes		No	ROV14A	GRACE ST AND GREAT WESTERN TRAIL	LOMBARD
Yes	120S	Yes		No	ROV14B	BUTTERFIELD RD AND FAIRFIELD AVE	LOMBARD
Yes	120S	Yes		No	ROV15B	WARRENVILLE RD AND NAPERVILLE RD	MILTON TWP
Yes	120S	Yes	Yes		MS15G	1006 WHISPERING HILLS RD	NAPERVILLE
Yes	120Y	Yes			MS15H	1924 THREE FARMS AVE	NAPERVILLE
Yes	120S	Yes	Yes		MS9B	75TH ST AND PALOMINO DR	NAPERVILLE
Yes	120S	Yes	Yes		MS9C	N NAPER BLVD AND MEADOW LAKE DR	NAPERVILLE
Yes	120S	Yes		No	ROV15A	NAPERVILLE RD AND FAIRMEADOW LN	NAPERVILLE
Yes	120Y	Yes		Yes	ROV15D	75th ST 1/2 MILE EAST OF BOOK RD	NAPERVILLE
Yes	120S	Yes	Yes		TS3	1111 E WARRENVILLE RD	NAPERVILLE
Yes	120S	Yes	Yes		TS4E	75TH ST AND GLADSTONE DR	NAPERVILLE
Yes	120S	Yes	Yes		TS4W	75TH ST AND GLADSTONE DR	NAPERVILLE
		Yes			MS16B	1400 35TH ST	OAK BROOK
Yes	120Y	Yes		No	ROV16A	BUTTERFIELD RD AND MEYERS RD	OAK BROOK
Yes	120S	Yes			MS17A	746 E OLIVIA BROOK DR	OAK BROOK TERRACE
Yes	120S	Yes		No	ROV17A	BUTTERFIELD RD AND MARSHAL RD	OAK BROOK TERRACE
Yes	120S	Yes	Yes		MS9D	17W755 BUTTEERFIELD RD	OAK BROOK TERRACE
Yes	120S	Yes			MS17B	BUTTERFIELD RD AND TRANS AM PLAZA DR	OAK BROOK TERRACE
		Yes			MS18A	22W118 W IRVING PARK RD	ROSELLE
		Yes			MS18B	IRVING PARK RD AND ROSELLE RD	ROSELLE
		Yes			MS18C	W BRYN MAWR AVE AND MENSCHING RD	ROSELLE
Yes	120S	Yes		No	ROV18A	ROSELLE RD AND CENTRAL AVE	ROSELLE
		Yes			MS19A	461 CORNELL AVE	VILLA PARK
		Yes			MS19B	31 W HOME	VILLA PARK
		Yes			MS19C	104 W PLYMOUTH ST	VILLA PARK
Yes	120S	Yes		No	ROV19A	RIORDAN RD AND CORNELL AVE	VILLA PARK
Yes	120S	Yes		No	ROV21A	PRESIDENT ST AND DALY RD	WHEATON
Yes	120Y	Yes		Yes	ROV21B	NAPERVILLE RD AND BUTTERFIELD RD	WHEATON
Yes	120S	Yes		No	ROV22A	6944 KINGERY HWY	WILLOWBROOK
Yes	120S	Yes	Yes		MS5F	PARTRIDGE DR AND WOOD LARK DR	WINFIELD
Yes	120S	Yes	Yes		MS27B	CLEVELAND ST AND LINCOLN AVE	WINFIELD
Yes	120Y	Yes		Yes	ROV29A	BUTTERFIELD RD AND WINFIELD RD	WINFIELD TWP
		Yes			MS23A	326 RICHERT RD	WOOD DALE
		Yes			MS23B	411 PARK LN	WOOD DALE
		Yes			MS24A	1577 75TH ST	WOODRIDGE
		Yes			MS24B	7642 WOODRIDGE DR	WOODRIDGE
		Yes			MS24C	WOODRIDGE DR AND MACARTHUR DR	WOODRIDGE
Yes	120S	Yes		No	ROV24A	75TH ST AND GREEN RD	WOODRIDGE

Date February 8, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations 
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of a Master Agreements with CDM Smith Engineering Inc. for Professional Engineering Services  Resolution No. R-5-17	<b>APPROVAL</b>	  
Account Nos: 01-60-628000			
As directed by the Board of Commissioners to engage additional Engineering firms and update existing contract provisions.			
Resolution No. R-5-17 would authorize the General Manager to enter into a master agreements with CDM Smith Engineering Inc. for professional engineering services in connection with various projects as they arise. This master agreements would allow the commission to obtain from time to time professional engineering services in connection with the design and construction of extensions and improvements to the waterworks system and other projects of the commission. This master agreements would allow for the ease of administration between the Commission and the consultant to work under pre-agreed upon terms, conditions, and rates for such discrete projects described in task orders to be approved by the commission and consultant.			
<b>MOTION:</b> To adopt Resolution No. R-5-17.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-5-17

A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A MASTER AGREEMENT WITH CDM SMITH ENGINEERING  
INC. FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and CDM Smith Engineering Inc., desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

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

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

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

SECTION TWO: Master Agreements between the DuPage Water Commission and CDM Smith Engineering Inc. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part

Resolution No. R-5-17

hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by CDM Smith Engineering Inc..

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-5-17.docx

**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
*CDM Smith Inc.*  
**FOR**  
**GENERAL ENGINEERING SERVICES**  
**FOR THE DUPAGE WATER COMMISSION**

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

**ATTACHMENT B – Scope of Services**

**ATTACHMENT C – Submittal Schedule**

**ATTACHMENT D – Special Project Requirements**

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



**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**CDM Smith Inc.**  
**FOR**  
**GENERAL ENGINEERING SERVICES**  
**FOR THE DUPAGE WATER COMMISSION**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and **CDM Smith Inc., 125 South Wacker Drive, Suite 600, Chicago, IL 60606**, a **Corporation** ("Consultant"), make this Contract as of the 21<sup>st</sup> day of July, 2016, and hereby agree as follows:

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

**1.1 Performance of the Services**

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

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

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

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

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

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

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

## **1.6 Time**

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

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

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

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

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

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

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

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

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

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

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

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full

information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

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

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

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

## **ARTICLE II**

### **CHANGES AND DELAYS**

#### **2.1 Changes**

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

#### **2.2 Delays**

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

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

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

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

**3.1 Standard of Care**

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

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

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

**3.2 Corrections**

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

**3.3 Risk of Loss**

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



**ARTICLE IV**  
**FINANCIAL ASSURANCES**

**4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

**4.2 Indemnification**

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

**ARTICLE V**  
**PAYMENT**

**5.1 Contract Price**

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

**5.2 Taxes, Benefits and Royalties**

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies,

tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

### **5.3 Progress Payments**

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

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

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

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

arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

## **5.5 Deductions**

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

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

## **5.6 Accounting**

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

## **ARTICLE VI REMEDIES**

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

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

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

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

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

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

**7.1 Binding Effect**

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

**7.2 Relationship of the Parties**

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

**7.3 No Collusion/Prohibited Interests**

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

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

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

whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

#### **7.6 No Waiver**

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

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

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

#### **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day

after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: \_\_\_\_\_

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

**CDM Smith Inc.**  
**125 South Wacker Drive, Suite 600**  
**Chicago, IL 60606**

Attention: **Amrou Atassi, P.E., BCEE**

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

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

#### **7.9 Governing Laws**

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

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

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

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

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because

of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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

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

### **7.12 Documents**

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

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

### **7.13 Time**

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

### **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or



in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Clerk

General Manager

Attest/Witness:

**CDM Smith Inc.**

By: Rosalie Row

By: Amrou Hassz

Name: ROSALIE ROW

Name: AMROU HASSZ

Title: Administrative Assistant

Title: Associate

ATTACHMENT A

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

*[INSERT NAME OF PROJECT]*

2. **Approvals and Authorizations:**

*[INSERT ANY REQUIRED BY THE PROJECT]*

3. **Commencement Date:**

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

4. **Completion Date:**

**To be agreed upon before contract execution:**

- A. Task 1: \_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Task 2: \_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. Task 3: \_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

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

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

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

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

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

All employees shall be included as insureds.

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

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

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

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

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

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

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, named agents, including Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

**SCHEDULE OF PRICES**

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

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

7. **Payments:**

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

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

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

ATTACHMENT B

**SCOPE OF SERVICES**

***[INSERT DESCRIPTION OF SERVICES]***

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

1. Basic Services.

***[INSERT LIST OF TASKS ASSOCIATED WITH PROJECT]***

a. Task 1

b. Task 2

c. Task 3

ATTACHMENT C

**SUBMITTAL SCHEDULE**

Submittal:

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Due Date:

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ATTACHMENT D

**SPECIAL PROJECT REQUIREMENTS**

1. Key Project Personnel:

Name:	Telephone:
_____	_____
_____	_____
_____	_____

2. Security:

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

e. Verification of Identity

f. Fingerprints

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

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

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

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

3. Facility Locations and Testing Results and Analysis:

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






ATTACHMENT E

**TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS**

DATE: February 8, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Instrumentation/ Remote Facilities
<b>ITEM</b>  Requisition No. 44157	<b>APPROVAL</b>   
Account Numbers: 01-60-628000 (\$22,925.00) 01-60-658000 (\$3,493.35) 01-60-659000 (\$2,668.12) 01-60-685100 (\$3,448.37) 01-60-685200 (\$16,937.93) Totaling                 \$49,472.77	
<p>The Commission entered into an Agreement with ITsavvy, LLC. dated August 18, 2016, for Consulting and Network Management Services in connection with the Commission Servers, Firewall, Switches, SAN, Back-up System, Cloud Storage &amp; Computing, Wireless Network, and other Information Technology (IT) projects that may arise.</p>	
<p>Staff is recommending the approval to suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve the attached Requisition No. 44157 in the amount of \$49,472.77 to ITsavvy, LLC.</p>	
<p>Staff had identified four IT projects that were included in this fiscal year's budget and worked with ITsavvy to provide detailed proposals to implement. Staff received quotes on the Hardware, Software, and Support to help justify ITsavvy's pricing, see table below. Their Engineering Services are per contract at \$175.00 per hour. The following is a brief described of each project:</p>	
<p><b>Project No. 1: Firewall Upgrade</b>          ITsavvy, LLC. will purchase, configure/setup, and install a new high availability firewall system in place of the existing 5 year old firewall. The existing firewall is outdated and limited in functionality. The new firewall will provide enhanced protection from external threats, increase reliability, and granular configuration options to protect both wired and wireless devices. Total fixed cost of \$9,701.75.</p>	
<p><b>Project No. 2: Network Switching Infrastructure Upgrade</b>          ITsavvy, LLC. will purchase, configure/setup, and install new network switches to improve application performance and allow faster replication between storage locations as well as provide for growth and increased security measures. Total fixed cost of \$26,708.52.</p>	
<p><b>Project No. 3: Configure New VMware Host</b>          ITsavvy, LLC. will configure and replace the 5 year old VMware Host with new hardware that was previously acquired by the Commission. Performing this upgrade</p>	

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	<b>APPROVAL</b>		
	Requisition No. 44157		

will take advantage of the performance of newer hardware and reduce the risk of failure from older hardware. In addition the VMware software environment will be upgraded to the latest version to take advantage of new features. Total fixed cost for Engineering Services is \$7,625.00.

**Project No. 4: Configure New Primary Domain Controller (PDC)**

ITsavvy, LLC. will configure and replace an aging 7 year old PDC with new hardware that was previously acquired by the Commission. The existing PDC has many errors in the event logs and is growing unstable. Staff has installed the operating system, all patches, and basic PDC configuration. Assistance is needed to finalize configuration, and decommissioning the old PDC. Total fixed cost for Engineering Services is \$5,437.50.

Vendor	Hardware	Software	Support Services	Total
CDWG-Project 1	\$3,848.56	\$1,141.40	\$2,294.96	\$7,284.92
CDWG-Project 2	\$20,731.68	\$2,898.71	\$540.12	\$24,170.51
Insight-Project 1	\$3,457.51	\$918.26	\$2,273.94	\$6,649.71
Insight-Project 2	\$20,371.15	\$2,835.08	\$535.17	\$23,741.40
ITsavvy-Project 1	\$3,448.37	\$904.85	\$2,236.03	\$6,589.25
ITsavvy-Project 2	\$16,937.93	\$2,588.50	\$432.09	\$19,958.52

**MOTION:** To suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve Requisition No. 44157 in the amount of \$49,472.77 to ITsavvy, LLC.



# DuPage Water Commission

600 E. Butterfield Road  
 Elmhurst, IL 60126  
 Purchase Requisition

Requisition: 44157 [ Four IT Projects by ITsavvy ] Requisition Date: 12/30/2016

Status: U [ Unfinished ]  
 For Store: DPS [ DuPage Pumping Station ]  
 Originator: 401-0027 [ JOHN SCHORI ]

DuPage Water / Supplier Part No.		Due date	Quantity	UOM	Units	Unit Price	Total
1		12/30/16	1			\$3,448.37	\$3,448.37 USD
Account:		01-60-685100-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Hardware for Firewall Upgrade, Includes Shipping Charges of \$58.13					
2		12/30/16	1			\$16,937.93	\$16,937.93 USD
Account:		01-60-685200-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Hardware for Network Switching Infrastructure Upgrade, Includes Shipping Charge					
3		12/30/16	1			\$904.85	\$904.85 USD
Account:		01-60-658000-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Software for Firewall Upgrade					
4		12/30/16	1			\$2,588.50	\$2,588.50 USD
Account:		01-60-658000-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Software for Network Switching Infrastructure Upgrade					
5		12/30/16	1			\$3,112.50	\$3,112.50 USD
Account:		01-60-628000-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Consulting Services for Firewall Upgrade					
6		12/30/16	1			\$6,750.00	\$6,750.00 USD
Account:		01-60-628000-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Consulting Services for Network Switching Infrastructure Upgrade					
7		12/30/16	1			\$7,625.00	\$7,625.00 USD
Account:		01-60-628000-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Consulting Services for Configure New VMware Host					
8		12/30/16	1			\$5,437.50	\$5,437.50 USD
Account:		01-60-628000-2017					
Supplier:		ITSAVVY [ ITsavvy LLC ]					
Description:		Consulting Services to Configure New PDC					
9		12/30/16	1			\$2,668.12	\$2,668.12 USD
Account:		01-60-659000-2017					





**DuPage Water Commission**  
600 E. Butterfield Road  
Elmhurst, IL 60126  
Purchase Requisition

Line	Task	Due date	Quantity	UOM	Units	Unit Price	Total
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**Supplier:** ITSAVVY [ITSavvy LLC]  
**Description:** Annual Software Maintenance/Support Services

<b>Total</b>	49,472.77 USD
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**Approver:** \_\_\_\_\_

**Date approved:** \_\_\_\_\_

**Requisition Comments:** Line 1 Project 1 Firewall Upgrade, 2 Network Switching Infrastructure Upgrade, 3 Configure New VMware Host, 4 Configure New PDC  
  
Hardware and Software quoted by 2 other vendors  
  
Contract