



# DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE DECEMBER REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD ON THURSDAY, DECEMBER 13, 2018, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE DECEMBER 2018 REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING IS AS FOLLOWS:

**AGENDA**  
**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, DECEMBER 13, 2018**  
**6:00 P.M.**

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

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

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

**RECOMMENDED MOTION: To approve the Minutes of the November 15, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-38-18:** A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement for IT Network Managed Services (IT Savvy, LLC - \$76,560.00)
- V. **R-39-18:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract (AECOM Technical Services, Inc. – Not-To-Exceed \$7,700.00)
- VI. **R-40-18:** A Resolution Approving and Ratifying Certain Contract Change Orders for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County (Injection and Water Proofing Systems, Inc. – Increase of Final Contract Price to \$153,272.00)

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

- VII. **R-41-18:** A Resolution Directing Advertisement for Bids on a Contract for the Purchase of 36-Inch Diameter Butterfly Valves with Manual Mechanical Operators and Hand Wheels **(No Cost This Action)**
- VIII. **R-42-18:** A Resolution Approving and Authorizing the Execution of a Master Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services **(No Cost This Action)**
- IX. **R-43-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 **(John Neri Construction Co., Inc. – Estimated Cost of \$192,375.00)**
- X. **R-44-18** A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy LLC for IT Cyber Security Services **(IT Savvy, LLC - \$221,605.62)**
- XI. **RFBA:** Approval to Suspend Purchasing Procedures and Authorize the General Manager to issue a Purchase Order to Upgrade the three VFD's at Tank Site 1 Pumping Station to sole source distributor of Rockwell Automation, Inc., **(Englewood Electric Service Co., Not-To-Exceed \$125,000.00)**
- XII. Old Business
- XIII. Other
- XIV. Adjournment

**MINUTES OF THE MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, NOVEMBER 15, 2018  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

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

Committee members absent: M. Scheck

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

Commissioner Fennell moved to approve the Minutes of the October 18, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino.

Ayes: J. Fennell, D. Loftus, F. Saverino, and J. Zay

Nays: None

Absent M. Scheck

Regarding Water Conservation, Facilities Construction Supervisor Bostick informed the Committee that the Commission has earned the Earth and Water Quality Flags from SCARCE and the presentation will be made at the January 2019 Commission meeting with highlights of the Commission's environmental accomplishments.

Regarding the Village of Bartlett water service, Facilities Construction Supervisor Bostick advised the Committee that Benchmark Construction has installed approximately 26,000 lineal feet of watermain to date and has successfully pressure tested approximately 15,000 lineal feet; work is ongoing in Bartlett and restoration is being performed in Roselle and Hanover Park.

Also regarding the TW-3 pipeline project, Facilities Construction Supervisor Bostick advised the Committee that Change Order No. 2 appears on the agenda as R-36-18 which adds \$86,914.61 to the project cost and is necessary due to the requirements of DuPage County Department of Transportation and Village of Hanover Park, as well as proper disposal of contaminated soils found when excavating for the pipeline.

In addition, Facilities Construction Supervisor Bostick advised the Committee that the excavation of Bartlett Meter Station 30A (Contract MS-21/18) is underway.

Engineering Committee Minutes 11/15/2018

Regarding a failed tank mixer motor at Standpipe 4, Facilities Construction Supervisor Bostick advised the Committee that R-35-18 appears on the agenda to enter into a four-year term maintenance agreement with Utility Services Co. to perform inspection, maintenance and repair services after the replacement of the failed PAX Mixer in Standpipe 4 East. Chairman Loftus recalled that the PAX mixer was one type of mixers available and inquired if there had been any new mixers on the market for consideration. General Manager Spatz advised the Committee that Utility Services Co. is the sole source provider for the mixers and service. General manager Spatz also indicated that Staff is looking into purchasing an additional mixer to have on stand-by.

Facilities Construction Supervisor Bostick advised the Committee that R-33-18 appears on the agenda seeking authorization to ratify Quick Response Electrical Contract (QRE-8/17) Work Authorization Order No. 006 and No. 007 for repairs to a) a failed valve actuator and b) various electrical repairs at remote facilities. Facilities Construction Supervisor Bostick informed the Committee the aggregate estimated cost for these projects is \$10,000.00.

Facilities Construction Supervisor Bostick advised the Committee that R-34-18 appears on the agenda to ratify Quick Response Contract (QR-11/17) Work Authorization Order No. 009 for repairs to a water pressure sensing line at a ROV for the estimated cost of \$6,000.00.

Regarding the contract for Masonry and Concrete Joint Rehabilitation, Facilities Construction Supervisor Bostick advised the Committee approximately 69 of 73 sites have been completed and a Final Balancing Change Order, Final Completion and Final Payment is slated for the December 2018 Commission meeting.

Facilities Construction Supervisor Bostick advised the Committee of a Request For Board Action (RFBA) appears on the agenda seeking suspension of the Commission's purchasing policy to renew the annual software maintenance and support agreement with Infor Global Solutions, Inc. for the Enterprise Asset Management system at a cost of \$50,372.97.

General Manager Spatz advised the Committee that Staff is working with the Village of Carol Stream to schedule repairs of an active Commission water main leak that will directly impact the Village's water system. Commissioner Saverino acknowledged Manager of Water Operations Terry McGhee's ongoing efforts coordinating with the staff of Carol Stream.

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

Ayes: J. Fennell, D. Loftus, F. Saverino, and J. Zay

Nays: None

Absent M. Scheck

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

Engineering Committee Minutes 11/15/2018

With no other items coming before the Committee, Commissioner Fennell moved to adjourn the meeting at 6:11 P.M. Motion seconded by Chairman Zay.

Ayes: J. Fennell, D. Loftus, F. Saverino, and J. Zay

Nays: None

Absent M. Scheck

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# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Terry McGhee  
Manager of Water Operations

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

DATE: December 5, 2018

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of November were a total of 1.86 billion gallons. This represents an average day demand of 61.9 million gallons per day (MGD), which is lower than the November 2017 average day demand of 63.8 MGD. The maximum day demand was 66.6 MGD recorded on November 21, 2018, which is lower than the November 2017 maximum day demand of 69.2 MGD. The minimum day flow was 56.3 MGD.

The Commission's recorded total precipitation for the month of November was 3.32 inches compared to 1.75 inches for November 2017. The level of Lake Michigan for November 2018 is 580.3 (Feet IGLD 1985) compared to 580.2 (Feet IGLD 1985) for November of 2017.

### Water Conservation

Students from Downers Grove High School attended a presentation and tour of the Commission on December 4<sup>th</sup>. A memo regarding this has been posted on [dpwc.org](http://dpwc.org).

Ongoing: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. The cistern was installed, and the final grading and underground work has been pushed out due to weather. The concrete curbs, foundation posts, pavers, hand pump and landscaping installation are planned for spring 2019.

Update: Staff is working with SCARCE to earn both their Earth and Water Quality Flags. 85% of staff were trained during November and November. Both flags will be presented during the January board meeting along with a presentation on DWC's Environmental Accomplishments.

### **Bartlett Water Service**

Benchmark Construction has completed the installation of all pipe, valves and pipe casings and successfully pressure tested 20,365 feet of pipe. Benchmark is working on punch-list items and restoration however the weather is hampering restoration efforts, causing the remaining restoration work to be delayed until Spring 2019.

Pipe deliveries have been made for the additional work on the Village of Bartlett system, Benchmark has begun installing pipe along Stearns road west of Bittersweet Drive.

Construction of Bartlett Meter Station 30A by the contractor, J.J. Henderson and Sons, Inc., is ongoing including weekly project progress meetings; and submitting various documents for review and approval including shop drawings. The Contract Completion Date is April 19, 2019.

### **Operations Maintenance**

R-41-18 appears on the agenda seeking authorization for advertisement for bids on a Contract for the Purchase of Ten (10) 36" Butterfly Valves with Manual Mechanical Operators and Handwheels to replace the suction and discharge valves on each side of each high lift pump.

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

A Request For Board Action appears on the agenda seeking suspension of purchasing procedures and the authorization to purchase equipment and services from Englewood Electric Service Co., to replace variable frequency drives (VFDs) for Tanksite No. 1 Pumping Station at a cost to not exceed \$125,000.00. The VFDs are necessary to control the pumps and provide water to Schaumburg as well as to recirculate the water in the standpipe back into the Commission distribution system.

Resolution R-38-18 appears on the agenda seeking a suspension of purchasing procedures the Purchasing Procedures and the authorization to execute a consulting agreement with IT Savvy LLC for IT network managed services. IT Savvy has performed well over the past two years and there is a good working relationship, therefore Staff recommends maintaining the contractual relationship and enter into an agreement in the amount of \$6,380.00 per month. The new monthly fee represents a 6.1% decrease in comparison to the previous year.

Resolution R-44-18 appears on the agenda seeking a suspension of purchasing procedures and the authorization to execute a consulting agreement with IT Savvy LLC for IT Cyber Security Services at a cost of \$221,605.62.

R-40-18 appears on the agenda requesting a approval of Change Order No.1 to balance the final quantities of unit price items; provide a time extension for unavoidable delays, and grant Final Acceptance, to IWS, Inc. for the Contract for Masonry and Concrete Joint Rehabilitation of DWC 73 Remote Facilities; having completed all work. IWS, Inc. has performed in an exceptional manner throughout the project.

### Pipeline Maintenance and Construction Overview

Work is currently underway to repair a leak in a 20" diameter prestressed concrete pressure pipe located at the intersection of Kuhn Road and North Avenue in the Village of Carol Stream. R-43-18 appears on the agenda requesting ratification of this work under Contract QR-11/17.

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

### DECEMBER 2018 COMMISSION AGENDA ITEMS:

- R-38-18** A Resolution Suspending Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy LLC for IT Network Managed Services **(IT Savvy LLC - \$6,380.00 per month)**
- R-39-18** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the December 13, 2018 DuPage Water Commission Meeting (Cost Estimate for Redundant Water Mains)
- R-40-18** A Resolution Approving and Ratifying Certain Contract Change Orders for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County at the December 13, 2018 DuPage Water Commission Meeting
- R-41-18** A Resolution Directing Advertisement for Bids on a Contract for the purchase of ten (10) replacement 36" Butterfly Valves with Manual Mechanical Operators and Hand Wheels **(No cost component for this action)**
- R-42-18** A Resolution Approving and Authorizing the Execution of a Master Agreements with Stantec Consulting Services, Inc. for Professional Engineering Services
- R-43-18** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 **(WAO No. 10 – John Neri Construction Co., Inc. – Estimated Cost \$192,375.00)**
- R-44-18** A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy LLC for IT Cyber Security Services **(IT Savvy, LLC - \$ 221,605.62)**



**RFBA** Approval to Suspend Purchasing Procedures and Authorize the General Manager to issue a Purchase Order to Upgrade the three VFD's at Tank Site 1 Pumping Station to sole source distributor of Rockwell Automation, Inc., **(Englewood Electric Service Co., Not-To-Exceed \$125,000.00)**

**Attachments**

1. DuPage Laboratory Bench Sheets for November 2018
2. Water Sales Analysis 01-November-2014 to 30 November 2018
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

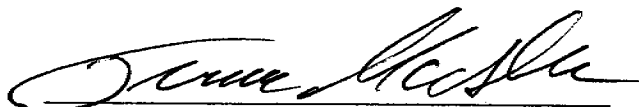
<http://sp2013/Status%20of%20Operations/2018/1205.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR NOVEMBER 2018

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub>	TURBIDITY	PO <sub>4</sub>	FREE CL <sub>2</sub>	TURBIDITY	TEMP	pH	Fluoride	PO <sub>4</sub>	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	0.98	0.06	0.54	0.92	0.07	61	7.8	0.9	0.53	0	CT
2	1.00	0.06	0.57	0.94	0.08	61	7.7	0.9	0.57	0	CT
3	1.03	0.06	0.56	0.91	0.07	62	7.7	0.9	0.53	0	RC
4	0.99	0.06	0.54	0.91	0.08	62	7.8	0.9	0.52	0	RC
5	0.98	0.06	0.58	0.95	0.08	61	7.8	0.9	0.58	0	RC
6	1.00	0.06	0.57	0.90	0.09	61	7.8	0.9	0.58	0	KD
7	0.92	0.07	0.56	0.98	0.08	60	7.8	0.9	0.60	0	RC
8	1.08	0.06	0.51	0.96	0.09	61	7.8	0.9	0.54	0	RC
9	0.97	0.08	0.52	0.94	0.08	62	7.8	0.9	0.60	0	RC
10	1.10	0.06	0.52	0.91	0.08	61	7.8	0.9	0.57	0	CT
11	0.97	0.06	0.56	0.96	0.07	62	7.7	0.9	0.58	0	CT
12	1.06	0.07	0.54	0.92	0.08	60	7.8	0.9	0.52	0	RC
13	0.96	0.06	0.57	0.93	0.09	60	7.8	0.9	0.57	0	RC
14	0.97	0.08	0.51	0.97	0.09	60	7.7	0.9	0.58	0	CT
15	1.10	0.07	0.59	0.93	0.07	60	7.7	0.8	0.57	0	CT
16	1.00	0.07	0.52	0.94	0.09	59	7.7	0.9	0.56	0	CT
17	0.99	0.06	0.56	0.91	0.08	58	7.8	0.9	0.55	0	RC
18	0.99	0.07	0.52	0.92	0.08	59	7.7	0.9	0.53	0	RC
19	1.00	0.06	0.51	0.94	0.08	56	7.7	0.9	0.51	0	CT
20	1.00	0.07	0.52	0.89	0.08	57	7.7	0.9	0.53	0	CT
21	1.06	0.08	0.51	0.91	0.08	58	7.7	0.9	0.57	0	RC
22	0.95	0.06	0.52	0.94	0.08	57	7.8	0.9	0.52	0	RC
23	1.02	0.06	0.54	0.90	0.09	58	7.8	0.9	0.51	0	RC
24	1.00	0.07	0.50	0.91	0.08	57	7.7	1.0	0.53	0	AM
25	1.00	0.08	0.53	0.92	0.09	57	7.7	1.0	0.55	0	AM
26	1.00	0.06	0.53	0.93	0.07	56	7.8	0.9	0.55	0	RC
27	0.91	0.07	0.57	0.93	0.08	57	7.8	0.9	0.56	0	RC
28	0.98	0.08	0.55	0.93	0.08	57	7.8	0.9	0.57	0	AM
29	1.10	0.07	0.51	0.95	0.09	56	7.7	0.9	0.52	0	AM
30	1.10	0.07	0.56	0.97	0.08	54	7.7	1.0	0.57	0	AM
31										0	
AVG	1.01	0.07	0.54	0.93	0.08	59	7.8	0.9	0.55	0	
MAX	1.10	0.08	0.59	0.98	0.09	62	7.8	1.0	0.60	0	
MIN	0.91	0.06	0.50	0.89	0.07	54	7.7	0.8	0.51	0	



Terrance McGhee  
Manager of Water Operations

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Nov-18

PER DAY AVERAGE 79,134,794

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-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	0.28%	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
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,662,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,185,794.56	7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
TOTALS (1)	768,398,845,798	790,428,229,770	97.21%	\$1,564,348,235.28	\$1,408,511,849.93	793,479,183	0.10%	97.31%	\$2.04	\$1.782

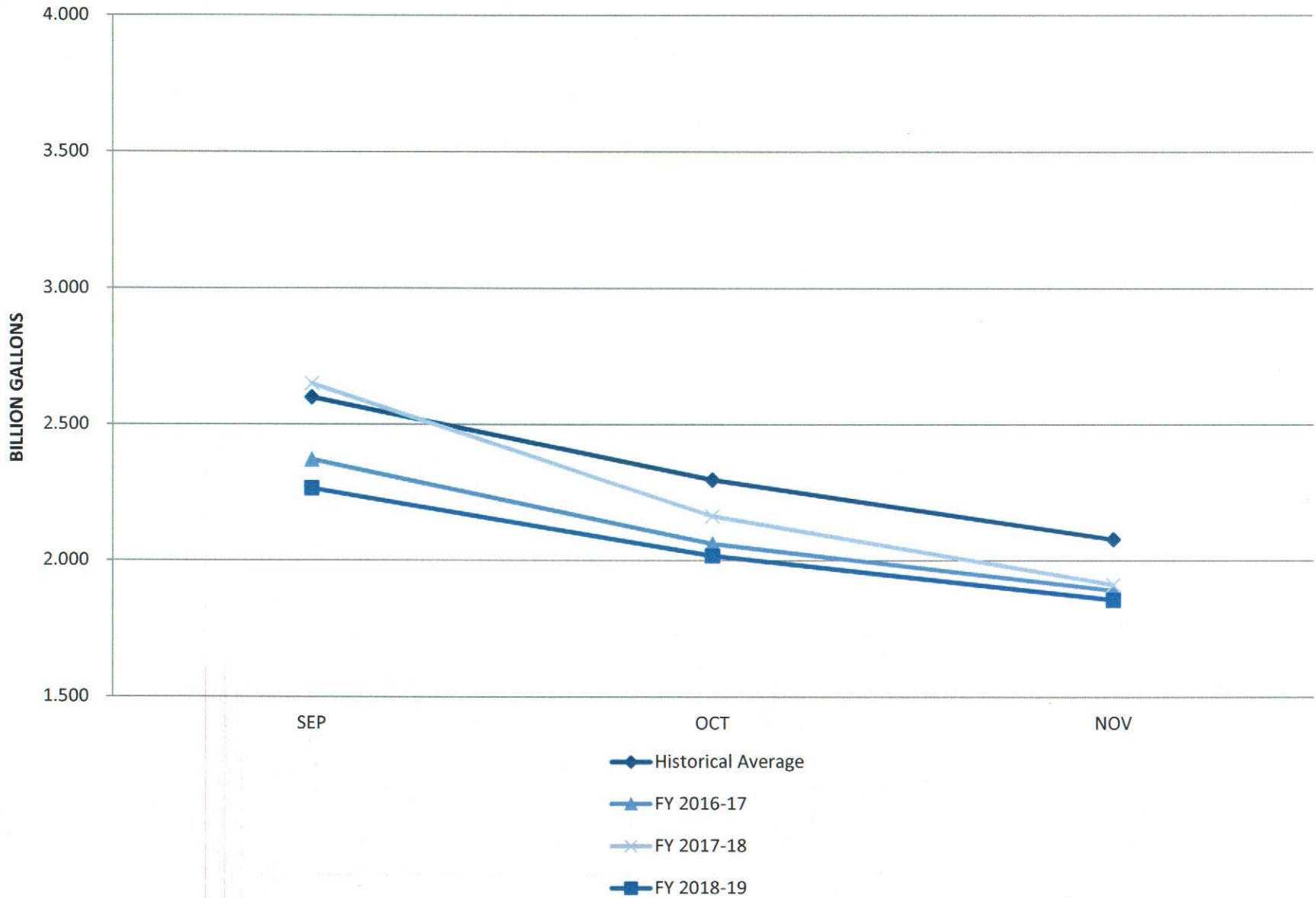
(1) - SINCE MAY 1, 1992

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

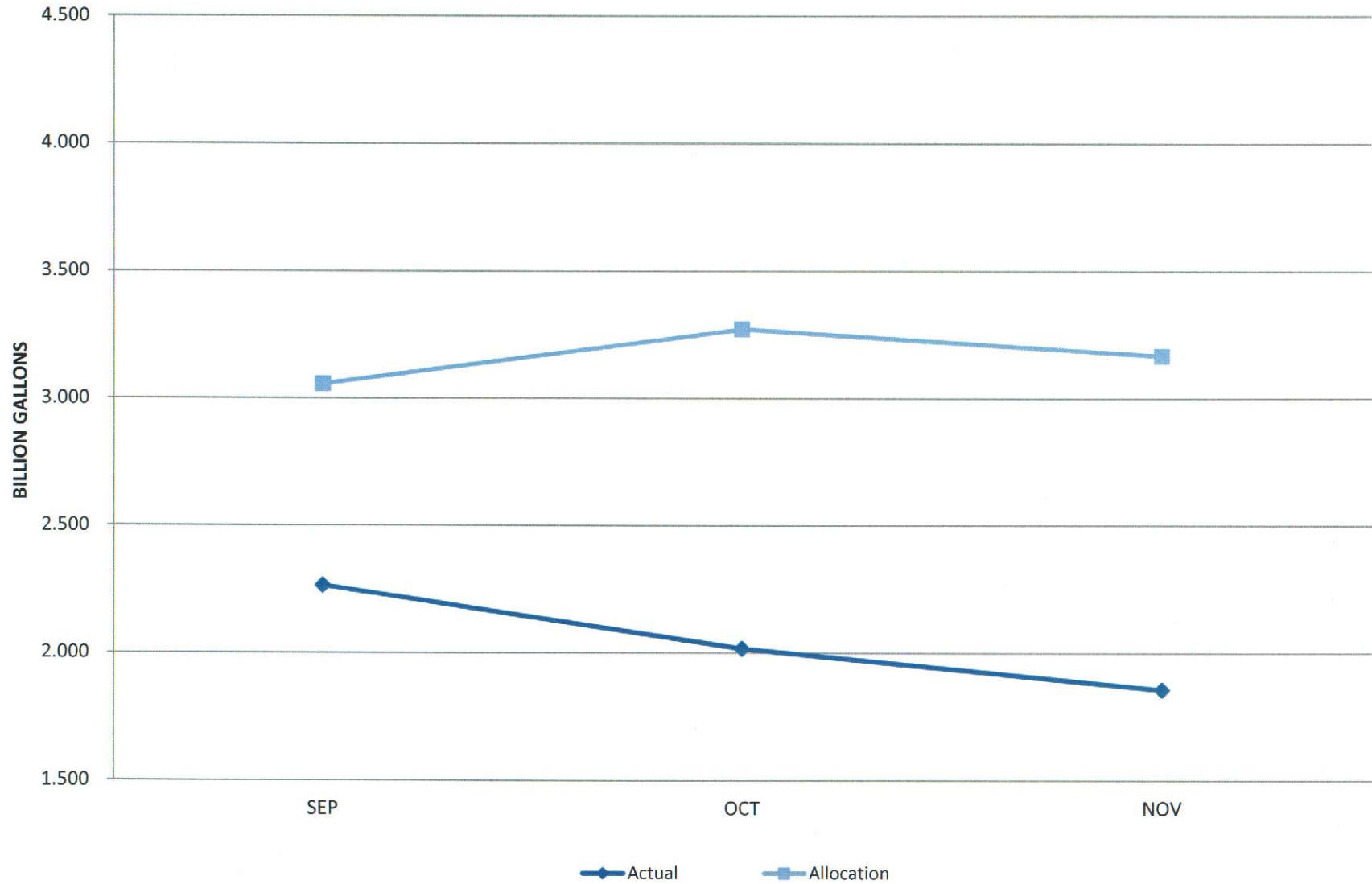
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Nov-17	16,614,896,000	17,195,077,882	96.63%	81,080,692	66,614,036				\$4.88	\$3.874
Nov-18	16,013,097,000	16,593,037,636	96.50%	79,104,699	65,284,660				\$4.94	\$3.934
	(601,799,000)	(602,040,246)		(\$1,975,993)	(\$1,329,376)					
	-3.6%	-3.5%		-2.4%	-2.0%					
Month										
Nov-17	1,910,959,000	1,985,437,054	96.25%	9,325,480	7,709,452				\$4.88	\$3.883
Nov-18	1,855,424,000	1,909,236,300	97.18%	9,165,795	7,528,119				\$4.94	\$3.943
	(55,535,000)	(76,200,754)		(\$159,685)	(\$181,333)					
	-2.9%	-3.8%		-1.7%	-2.4%					
Nov>Oct	(161,623,000)	(184,366,723)		(798,418)	(726,958)					

# DU PAGE WATER COMMISSION SALES FY 2018-19, 2017-18 & 2016-17 VS. HISTORICAL AVERAGE

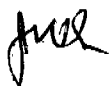


## DU PAGE WATER COMMISSION SALES FY 2018-19 VS. ALLOCATION



DATE: December 4, 2018

## REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	<p>A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with ITsavvy LLC for IT Network Managed Services at the December 13, 2018 DuPage Water Commission Meeting.</p> <p>Resolution No. R-38-18</p>	APPROVAL	
<p>Account Number: 01-60-629000 (\$76,560.00)</p> <p>Resolution No. R-38-18 would approve a Consulting and Network Management Service Agreement with IT Savvy LLC for Information Technology (IT) Managed and Consulting Services in connection with the Commission Servers, Firewall, Switches, SAN, Backup System &amp; Cloud Storage, Wireless Network, and other IT projects that may arise.</p> <p>The Commission relies heavily on technology to operate in the most efficient manner while minimizing staffing. Throughout the years, the Commission Information Technology needs have grown to a level that has surpassed its current resources. In place of adding specialized IT staff the Commission has decided to engage the services of a IT Consulting firm to provide both remote monitoring and on-call service to allow the Commission to continue operating at the highest level of efficiency.</p> <p>Two years ago, the Commission invited four local IT consulting firms to provide quotes for IT Consulting Services and Resolution R-26-16 was approved to engage into an agreement with IT Savvy LLC. Last year we renewed the agreement with ITsavvy, Resolution R-23-17, because they were performing well keeping our network infrastructure operating with few problems. Again, this year ITsavvy has performed well and there is a good working relationship between the Commission and ITsavvy.</p> <p>For these reasons and the sensitive nature of being a critical infrastructure, the Commission's IT system, staff's recommendation is to remain with IT Savvy LLC for another year and authorize the General Manager to execute a one-year agreement with IT Savvy LLC in the amount of \$6,380.00 per month for Consulting and Network Management Services.</p> <p>This represents a 6.1 % decrease from last year.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-38-18.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-38-18

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES  
AND AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT  
WITH IT SAVVY, LLC. FOR CONSULTING SERVICES AT THE DECEMBER 13, 2018  
DUPAGE WATER COMMISSION MEETING

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

WHEREAS, the Commission desires to obtain monthly management services and from time to time additional IT project work, and IT Savvy, LLC, an Illinois limited Liability Corporation ("Consultant"), desires to provide monthly IT management services and from time to time additional IT project work in connection with the Commission's information technology systems; and

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

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

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

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

Resolution R-38-18

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



EXHIBIT I



savvyGuard®



## Managed Services Contract Refresh

**Presented to:**

DuPage Water Commission  
Mike Hughes  
IT Coordinator  
hughes@dpwc.org  
630.834.0100

**Presented by:**

ITsavvy  
Jim Mundall  
Senior Client Executive  
jmundall@ITsavvy.com  
630.396.6311

**Date Submitted:**

October 26, 2018

**Proposal #**

55791



October 26, 2018

Mike Hughes  
IT Coordinator  
DuPage Water Commission  
600 E Butterfield Rd  
Elmhurst, IL 60126

**RE: savvyGuard® — ITsavvy's Managed Service**

Dear Mike:

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

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

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

If there is anything further I can do, please feel free to contact me at 630.396.6311.

Sincerely,

Jim Mundall  
Senior Client Executive  
313 South Rohlwing Rd  
Addison, IL 60101





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5. Appendices..... 13

**Confidentiality Statement**

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



**savvy**<sup>®</sup>

Managed Services Contract Refresh  
savvyGuard<sup>®</sup> - ITsavvy's Managed Services Solution

## **1. Executive Summary**

DuPage Water Commission since 1992 have been committed to providing reliable, quality, responsive, and cost-efficient Lake Michigan water service for existing and future customers as required by, or pursuant to, state statutes in the communities of DuPage County, Illinois.

DuPage Water Commission is presently a managed services client of ITsavvy and this proposal is a contract refresh on a month to month basis.



**savvy**

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

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

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

### **We want you to be as confident as we are.**

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

### **We are recognized as an industry leader.**

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

### **We offer integrated IT solutions and products.**

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

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

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



## 2. Current Technology Situation

DuPage Water Commission is presently a managed services client of ITsavvy and this is a contract refresh on a month to month basis. The contract is for the devices detailed below:

- 19 Windows Servers
- 3 Virtual ESXi Virtual Hosts
- 1 Firewall
- 1 Router
- 5 Switches
- 8 SAN
- 2 Internet Link Monitoring
- 38 Desktops



### 3. Proposed Solution

#### Solution Overview

ITsavvy recommends the following solutions to raise your organization's technology infrastructure to a level of supportability in line with best practices. The solution being proposed is detailed below:

- savvyGuard NOC Act Monitoring Active Directory & File System Review

#### Managed NOC Services and Technologies

- ITsavvy NOC Platform (monitoring, management, tickets, session recordings, remote console, reports, etc.), Executive Dashboard (web portal)
- 24x7x365 monitoring alert filtering & alert priority for ISO 27001-certified NOC
- Alert validations using Run Book Automations (RBA)
- Alert & incident prioritization with multi-level escalations
- Remote Troubleshooting and full remediation
- Antivirus Management
- Patch rating service, patch failure alerts
- Patch installations
- Antivirus definition updates for supported antivirus products
- Firmware updates as required or on request basis
- Hardware support contract management
- Configuration backup of network devices, as applicable
- ISP vendor escalations and follow-up
- Third party vendor escalations for further troubleshooting and full resolution of configuration issues
- Root cause analysis of critical issues
- Support Ticket initiation via desktop/server based agent

#### Not Included with SavvyGuard NOC ACT

- Live call in help desk for end users
- Onsite dispatch for troubleshooting or break fix (*billed at T&M*)
- Onsite Moves, Adds or Changes
- Installation of new hardware or software





### Supported Assets

- 19 Windows Servers
- 3 Virtual ESXi Virtual Hosts
- 1 Firewall
- 1 Router
- 5 Switches
- 8 SAN
- 2 Internet Link Monitoring
- 38 Desktops

### savvyGuard Managed NOC Services

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

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

### Solution Benefits

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

### Business Value Gained

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



## NOC

### Solution Benefits

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

### Business Value Gained

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

## Client Engagement Team

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

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

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



**savvy**<sup>®</sup>

Managed Services Contract Refresh  
savvyGuard<sup>®</sup> - ITsavvy's Managed Services Solution

### **Onsite Support**

Onsite support for troubleshooting, moves, add, and/or changes to the network are not included as part of savvyGuard Managed Services and are billed additionally as time and materials. The standard rate for a Support Engineer is \$175.00 per hour although rates may vary based upon level of expertise required.

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



#### 4. Investment

##### 1) MONTHLY INVESTMENT

Our proposed solution includes the following managed services items:

<u>Quantity</u>	<u>Product</u>
19	Windows Servers
3	Virtual Hosts
1	Firewall
1	Router
5	Switches
8	SAN
2	Internet Link Monitoring
38	Desktops

<b>Total Monthly Investment (on a month to month basis)</b>	<b>\$6,380.00</b>
.....	

##### 2) SERVICES INVESTMENT

Professional Implementation Services

**Existing Managed Services Client so no Onboarding Charge**

<b>Total Services Investment</b>	<b>\$0,000.00</b>
.....	



**Proposal Acceptance**

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

**DuPage Water Commission**

**ITsavvy**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## 5. Appendices

### savvyGuard Client Testimonials

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

**IT Manager, Wine Manufacturing Company**

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

**IT Director, Healthcare Company**

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

**Chief Operating Office & Vice-President, Entertainment Company**

### savvyGuard Client References

*Available by request.*



## Awards

- 2016-2017 Tech Elite 250 – *CRN*
- 2014-2017 Elite 150 Managed Service Provider 500 – *CRN*
- 2007-2017 Solution Provider 500 – *CRN*
- 2016, 2017 MSP Mentor 501 – Top Managed Services Provider in the World – *MSPmentor*  
#7 in 2017 | #15 in 2016
- 2017 Ten Most Admired Companies in Cloud Computing – *Insights Success Magazine*
- 2017 #1 in North America for Innovation in Specialist IT Solutions – *CorporateLiveWire*
- 2017 Best IT Infrastructure Management Solution: savvyGuard® - *CV Magazine Technology Innovator Awards*
- 2017 Best Technology Solutions Integration Services - USA - *CV Magazine Technology Innovator Awards*
- 2017 Best Unified Communications & Managed Services Provider – USA – *Softech Intl Awards*
- 2017 Best IT Engineering & Managed Services Provider – Midwest USA – *TMT News*
- 2009-2016 Largest Privately-held Companies in Metro Chicago – *Crain's Business*
- 2016 50 Best Workplaces of the Year – *The Silicon Review*
- 2016 #14 Managed Services Provider in North America – *MSPmentor 501*
- 2016 Top 25 Most Recommended Data Backup & Disaster Recovery Solution Providers – *Enterprise Services Outlook Magazine*
- 2016 Top 20 Storage Providers – *Insights Success Magazine*
- 2016 20 Most Promising Virtualization Solution Providers – *CIO Review*
- 2016 20 Most Promising Networking Solution Providers – *CIO Review*
- 2015 20 Most Promising UC Solution Providers – *CIO Review*
- 2015 Circle of Excellence Award in the U.S. Cloud – *ShoreTel*
- 2014, 2015 A+ Rating for Zero Complaints – *Better Business Bureau*
- 2009-2014 Inc. 5000 Fastest Growing Private Companies in America – *Inc. Magazine*
- 2013 Fast Growth 150 – *CRN*
- 2011-2013 Fastest Growing Companies in Metro Chicago – *Crain's Business*
- 2010 Tech 500 Fastest Growing Technology Companies in the U.S. – *Lead 411*
- 2010 CEO Mike Theriault Receives Entrepreneurial Excellence Award in Growth Category – *Daily Herald Business Ledger*
- 2008, 2009 Fast Growth 100 – *Computer Reseller News*

**Certifications**







## **ITsavvy Data Center**

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

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

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

### **Data Center Highlights**

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

### **Compliance**

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

### **Security**

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



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

Quote Details	
Quote #:	3127865
Date:	10/26/2018
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

**Bill To:**  
 ACCT #: 550938  
 DuPage Water Commission  
 Accounts Payable  
 600 East Butterfield Road  
 Elmhurst, IL 60126  
 United States  
 630-516-1918

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

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

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

**Description:** Managed Services Contract Refresh

Item Description	Part #	Tax	Qty	Unit Price	Total
1 savvyGuard NOC Act Remote Monitor/Manage Server	NOC-ACT-SVR	N	19	\$124.17	\$2,359.23
2 savvyGuard NOC Act Remote/Manage Virtual Server	NOC-ACT-VM	N	3	\$124.17	\$372.51
3 savvyGuard NOC Act Remote Monitor/Manage Closet Based Firewall	NOC-ACT-FW	N	1	\$82.50	\$82.50
4 savvyGuard NOC Act Remote Monitor/Manage Closet Based Router	NOC-ACT-RTR	N	1	\$80.65	\$80.65
5 savvyGuard NOC Act Remote Monitor/Manage Closet Based Switch	NOC-ACT-SW	N	5	\$65.15	\$325.75
6 savvyGuard NOC Act Remote Monitor/Manage Storage - Each Controller	NOC-ACT-SAN	N	8	\$329.07	\$2,632.56
7 savvyGuard NOC Act Remote Monitor/Manage Internet Link Monitoring Plus ISP Vendor Escalation	NOC-ACT-ISP	N	2	\$73.40	\$146.80
8 savvyGuard NOC Act Remote Monitor/Manage Desktop	NOC-ACT-DT	N	38	\$10.00	\$380.00
<b>Subtotal Monthly Charges</b>					<b>\$6,380.00</b>

**Notes From Your Client Executive**

- a. Quote does NOT include any onboarding charges since an existing managed services client.
- b. This is a month to month contract.
- c. 38 NOC ACT Desktops were added to quote.

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

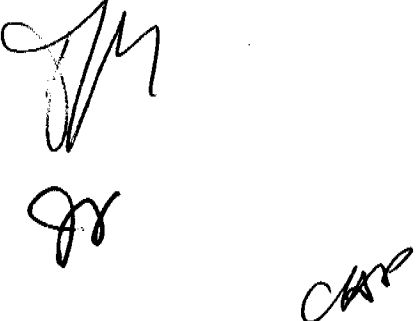
We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

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

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

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

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the December 13, 2018 DuPage Water Commission Meeting</p> <p>Resolution No. R-39-18</p>	<p><b>APPROVAL</b></p> 	
<p>Account No(s): Task Order No. 10 -- 01-60-628000 (Not to Exceed \$7,700.00)</p>			
<p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-39-18 would approve the following Task Orders to the Master Contract:</p>			
<p><b>Task Order No. 10: Hydraulic Model Analysis</b></p>			
<p>Per Task Order No. 9 dated March 16, 2018, which created four alternative redundancy pipe loops. The DuPage Water Commission (DWC) wishes to receive information regarding cost, feasibility, and time estimates for each of the alternatives.</p>			
<p>AECOM will develop high level cost estimates for each of the four-alternatives listed below in order to estimate the order of magnitude:</p>			
<ul style="list-style-type: none"> <li>• Alternative 1 – Loop between TSW D-87 and TS-3/88</li> <li>• Alternative 2 – Loop between TIB-1/08 and TS-3/88</li> <li>• Alternative 3 – Loop between NW-1/88 and TSW D-87</li> <li>• Alternative 4 – Loop between TNW-1/88 and TSW D-87</li> </ul>			
<p>A map will be developed for each of the four (4) alternatives indicating highway/river crossings, major IDOT and DuDOT roads. A letter report will be provided with a summary of the cost estimates, difference in cost between the four alternatives in order to determine which alternative will better serve DWC in the long run both economically and hydraulically.</p>			
<p><b>MOTION:</b> To adopt Resolution No. R-39-18</p>			

Date: December 5, 2018

DuPAGE WATER COMMISSION

RESOLUTION NO. R-39-18

**DRAFT**

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT  
WITH AECOM TECHNICAL SERVICES, INC. AT THE DECEMBER 13, 2018,  
DuPAGE WATER COMMISSION MEETING

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

WHEREAS, the Commission entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## EXHIBIT 1

### **TASK ORDER NO. 10**

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

1. **Project:**

Cost estimates for scenarios developed in Task Order NO.9

2. **Services of Consultant:**

Per Task Order No. 9 dated March 16, 2018, which created four alternative redundancy pipe loops. The DuPage Water Commission (DWC) wishes to receive information regarding cost, feasibility, and time estimates for each of the alternatives.

AECOM will develop high level cost estimates for each of the four-alternatives listed below in order to estimate the order of magnitude:

- Alternative 1 – Loop between TSW D-87 and TS-3/88
- Alternative 2 – Loop between TIB-1/08 and TS-3/88
- Alternative 3 – Loop between NW-1/88 and TSW D-87
- Alternative 4 – Loop between TNW-1/88 and TSW D-87

A map will be developed for each of the four (4) alternatives indicating highway/river crossings, major IDOT and DuDOT roads. A letter report will be provided with a summary of the cost estimates, difference in cost between the four alternatives in order to determine which alternative will better serve DWC in the long run both economically and hydraulically.

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

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

None.

4. **Commencement Date:**

As soon as notice to proceed is issued

5. **Completion Date:**

4 Weeks from Notice to Proceed.

6. **Submittal Schedule:**

None.

7. **Key Project Personnel:**

Michael Winegard, P.E.

Paul St. Aubyn, P.E.

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall be \$ 7,700.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is \_\_\_\_\_, 2018.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
John Spatz  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

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

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

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

Name: Michael H. Winegard

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601

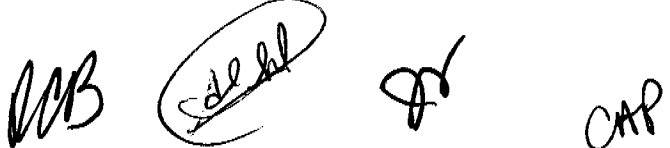
E-mail Address: mike.winegard@aecom.com

Phone: (312) 373-6631



DATE: December 6, 2018

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract Change Orders for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County at the December 13, 2018 DuPage Water Commission Meeting  Resolution No. R-40-18	<b>APPROVAL</b>  	
Account Numbers: 01-60-772100			
Resolution No. R-14-17 would approve the following Change Orders:			
<b>Change Order No. 1 for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County.</b>			
In five (5) of the seventy-three (73) locations to be rehabilitated under this contract, mortar was removed and refilled with flexible caulking. This was determined to be necessary due to improper filling of these joints with mortar instead of caulk during original construction performed in 1987. The exact number of units was determined by Staff and the final Contract Price determined accordingly. The Change Order increases the Final Contract Price from \$149,500.00 to \$153,272.00 or 2.52%.			
In addition, due to delays in awarding the Contract when the June 2018 Board meeting was cancelled, the Contract Completion Date requires extension accordingly. Plus, rainfall in October severely hampered the Contractor in any attempt of completion on time. Staff is recommending compensation for rain delays by changing the Final Contract Completion Date to November 14, 2018.			
Finally, this Change Order would grant Final acceptance authorize the General Manager to release Final Payment upon receipt of all contractually required documentation.			
Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.			
<b>MOTION:</b> To approve Resolution No. R-40-18.			

**DRAFT**

DUPAGE WATER COMMISSION

RESOLUTION NO. R-40-17

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
DECEMBER 13, 2018 DUPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

Resolution No. R-40-17

1. Change Order No. 1 for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County, for an increase in Contract Price in the amount of \$3,772.00 due to the balancing of final quantities of unit price items and also to Grant Final Acceptance of the Work.

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET  1  OF  3

PROJECT NAME: Rehabilitation of Joint Sealants  
At 73 Sites

CHANGE ORDER NO.  1

LOCATION: DuPage County, Illinois

CONTRACT NO.  N/A

CONTRACTOR: IWS, Inc.

DATE:  December 13, 2018

I. A.  DESCRIPTION OF CHANGES INVOLVED:

1. Balancing of final quantities of unit price items
2. Revision of Contract Completion Date
3. Grant Final Acceptance.

B.  REASON FOR CHANGE:

1. Additional Joint Rehabilitation Required
2. Delays in Award of Contract due to Board Actions and Weather
3. N/A

C.  REVISION IN CONTRACT PRICE:

1. Net Increase of \$3,772.
2. N/A
3. N/A

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby modified to November 14, 2018.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>149,500.00</u>
2.	Net <del>(addition)</del> <del>(reduction)</del> due to all previous Change Orders Nos. <u>N/A</u> to <u>N/A</u>	\$	<u>0.00</u>
3.	Contract Price, not including this Change Order	\$	<u>149,500.00</u>
4.	Addition to Contract Price due to this Change Order	\$	<u>3,772.00</u>
5.	Contract Price including this Change Order	\$	<u>153,272.00</u>

RECOMMENDED FOR ACCEPTANCE:

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

CONTRACTOR: Injection and Waterproofing Systems, Inc.

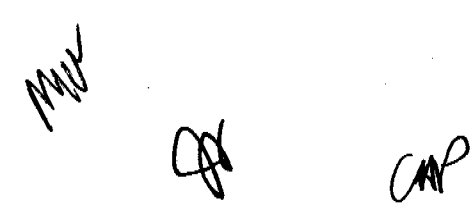
By: \_\_\_\_\_ ( )  
 Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ ( )  
 Signature of Authorized Representative Date

DATE: November 21, 2018

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for the purchase of 36" Butterfly Valves with Manual Mechanical Operators and Hand Wheels  Resolution No. R-41-18	<b>APPROVAL</b>	
Account Number(s): 01-60-771900 & 01-60-662100			
<p>R-41-18 appears on the agenda seeking authorization for advertisement for bids on a Contract for the purchase of ten (10) replacement 36" Butterfly Valves with Manual Mechanical Operators and Hand Wheels, and would establish all requirements necessary for the bidding, for the awarding of the contract, all as required by state statute.</p> <p>The Large Pumps suction side isolation valves are failing due to epoxy seat failures and are passing water. Epoxy seat repairs made in the past were unsuccessful. The Large Pumps cannot be serviced without a full isolation shut down. Replacement valves with mechanically adjustable seats will provide a good isolation and allow for future mechanical seat adjustments to prevent passing water.</p> <p>There is no cost component for this action.</p>			
<b>MOTION:</b> To adopt Resolution No. R-41-18			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-41-18

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR 36" BUTTERFLY VALVES WITH MANUAL  
MECHANICAL OPERATORS AND HAND WHEELS

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids on a Contract for the purchase of 36" Butterfly Valves with Manual Mechanical Operators and Hand Wheels (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "Delivery of Proposals" attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to a bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the Instructions to Bidders substantially in the form attached hereto as Exhibit B.

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



Resolution No. R-41-18

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-41-18.docx

EXHIBIT A

DuPAGE WATER COMMISSION

REQUEST FOR PROPOSALS

OWNER:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

**CONTRACT FOR 36" BUTTERFLY VALVES WITH MANUAL MECHANICAL OPERATORS AND HAND WHEELS**

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., January 30th, 2019.

INSTRUCTIONS TO BIDDERS

Work Site

DuPage Pumping Station, 600 E. Butterfield Rd., Elmhurst, IL 60126.

The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Request for Proposals as though fully set forth herein: Request for Proposals; Addenda, if issued; Bidder's Contract/Proposal, including all of its Attachments and Appendices, if any; Other Information Submitted by Bidder, if requested; and Owner's Notification of Acceptance.

Inspection and Examination

A copy of the Bid Package may be obtained at the office of Owner as listed above. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective bidder shall, before submitting its proposal, carefully examine the Contract/Proposal form attached to this Request for Proposals. Each bidder shall also inspect in detail the Work Site described in the Contract/Proposal form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract/Proposal; and with all other relevant matters concerning the Work Site and the surrounding area. The bidder whose Contract/ Proposal is accepted will be responsible for all errors in its proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract/Proposal, and the conditions of the Work Site and the surrounding area.

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the

Contract/Proposal form as Attachment A. All proposals shall be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

The work furnished under this contract, and all of its components, shall be provided, performed, and completed in compliance with all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Michael Weed, Operations Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:00 P.M.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

## Resolution No. R-41-18

### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

### Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, in accordance with Article VIII, Section 5 of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment E. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 14<sup>th</sup> day of December, 2018.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr.  
General Manager

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL

CONTRACT FOR 36-MONTH MAINTENANCE, PARTS AND REPAIR SERVICE FOR LARGE WATER PUMPS

Full Name of Bidder \_\_\_\_\_ ("Bidder")  
Principal Office Address \_\_\_\_\_  
Local Office Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: DuPage Water Commission ("Owner")  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: John F. Spatz, Jr.  
General Manager

*Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

*Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.*

1. **Work Proposal**

A. **Contract and Work.** Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment E, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, following acceptance of this Contract/Proposal by Owner, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items.
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Insurance.** Procure all insurance specified in this Contract/Proposal;

4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

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

D. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all

## Resolution No. R-41-18

Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

### 2. Contract Price Proposal

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

#### A. SCHEDULE OF PRICES

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

#### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

#### C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

1. The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment A.
2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to Owner upon final acceptance of the Work by Owner.

#### D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

### 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 120 calendar days following the Commencement Date.

### 4. Financial Assurance

- A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.
- B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

## Resolution No. R-41-18

- D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

### 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

### 6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics

performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Bidder has an obligation to check the Department's website for revisions to prevailing wage rates. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

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

### 7. Acknowledgments

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

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

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment E.

## Resolution No. R-41-18

D. Remedies. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

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

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

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

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

I. Governing Law. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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



**PROPOSAL**

Bidder's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal)  
(if corporation)

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

Title/Position: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS

Resolution No. R-41-18

**Attachment A**

**SCHEDULE OF PRICES**

**[TO BE DEVELOPED]**

Resolution No. R-41-18

**Attachment B**

**SCOPE OF WORK**

**[TO BE DEVELOPED]**

**Attachment C**  
**SPECIFICATIONS**  
**[TO BE DEVELOPED]**

Resolution No. R-41-18

**Attachment D**

**DRAWINGS**  
**[TO BE DEVELOPED]**

**Attachment E**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

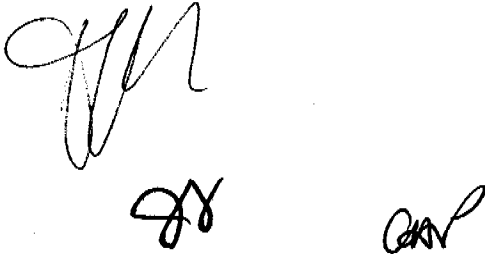
**DUPAGE WATER COMMISSION**

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

John F. Spatz, Jr.  
General Manager

Date December 5, 2018

## 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 Stantec Consulting Services, Inc. for Professional Engineering Services  Resolution No. R-42-18	<b>APPROVAL</b>	
Account Nos: 01-60-628000			
As directed by the Board of Commissioners to engage additional Engineering firms and update existing contract provisions.			
Resolution No. R-42-18 would authorize the General Manager to enter into a master agreements with Stantec Consulting Services, Inc. for professional engineering services in connection with various projects as they arise. The Commission previously had an agreement with Montgomery Watson Harza (MWH) who has been acquired by Stantec Consulting Services. This acquisition and name change is the reason for the reauthorization of the master engineering agreement. This master agreements would allow the commission to obtain from time to time professional engineering services in connection with the design and construction of extensions and improvements to the waterworks system and other projects of the commission. This master agreements would allow for the ease of administration between the Commission and the consultant to work under pre-agreed upon terms, conditions, and rates for such discrete projects described in task orders to be approved by the commission and consultant.			
<b>MOTION:</b> To adopt Resolution No. R-42-18.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-42-18

A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A MASTER AGREEMENT WITH STANTEC CONSULTING  
SERVICES, 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 Stantec Consulting Services, 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 Stantec Consulting Services, Inc. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and



Resolution No. R-42-18

made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master 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 Stantec Consulting Services, Inc.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-42-18.docx

EXHIBIT 1

**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
***Stantec Consulting Services, 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**  
**[Name of Consultant]**  
**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 ***Stantec Consulting Services, Inc., 350 N. Orleans Street, Suite 1301, Chicago, IL 60654, a New York Corporation*** ("Consultant"), make this Contract as of the \_\_\_\_ day of ***December***, 2018, 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: **[TBD]**

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

**Stantec Consulting Services, Inc.**  
**350 N. Orleans Street, Suite 1301**  
**Chicago, IL 60654**

Attention: **Joe Johnson, PE, PMP**

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:

**STANTEC CONSULTING SERVICES, INC.**

By: 

By: 

Name: Brian Kazyak, PE

Name: T. Joe Johnson, PE, PMP

Title: Senior Principal

Title: Vice President

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:

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2. Security:

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

e. Verification of Identity

f. Fingerprints

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

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

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

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

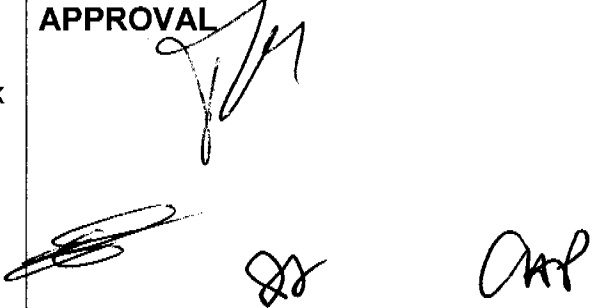
3. Facility Locations and Testing Results and Analysis:

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

ATTACHMENT E

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

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the December 13, 2018, DuPage Water Commission Meeting</p> <p>Resolution No. R-43-18</p>	<p><b>APPROVAL</b></p> 	

Account Number: 01-60-663100

The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-43-18 would approve the following Work Authorization Orders under the Quick Response Contracts.

**Work Authorization Order No. 10 to John Neri Construction Co., Inc.** This work authorization was issued, and the work started, prior to board approval and was necessary to repair a leak in a 20" diameter prestressed concrete water main located at the intersection of Kuhn Road and North Avenue in the Village of Carol Stream.

Staff solicited two separate alternate repair estimates from each of its quick response contractors and the results of those estimates are listed in the table below.

CONTRACTOR	OPEN CUT ALTERNATE	PIPE LINING ALTERNATE
John Neri Construction Co., Inc	\$203,375.00	\$192,375.00
Rossi Contractors, Inc.	\$250,000.00	\$225,000.00

Approval of Resolution R-43-18 would ratify Work Authorization Order Number 10 to John Neri Construction Co., Inc. for the work necessary to repair a leak on a Commission 20" prestressed concrete water main at an estimated cost of \$192,375.00.

**MOTION:** To adopt Resolution No. R-43-18

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-43-18

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE  
DECEMBER 13, 2018 DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

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



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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-10/13: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-10.00**

**LOCATION:**

At the intersection of Kuhn Road and North Avenue in the Village of Carol Stream.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of a leak on a Commission 20" diameter prestressed concrete pressure pipe; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To repair a leak in a 20" diameter prestressed concrete water main.

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

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

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

N/A

**DUPAGE WATER COMMISSION**

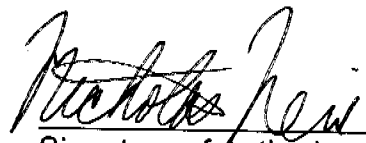
By:

  
\_\_\_\_\_  
Signature of Authorized  
Representative

DATE: 12-4-18

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

By:

  
\_\_\_\_\_  
Signature of Authorized  
Representative

Safety Rep:


Anthony Neri 630 514-1778  
Name and 24-Hr Phone No.

DATE:

12/04/18

DATE: December 4, 2018

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy LLC for IT Cyber Security Services at the December 13, 2018 DuPage Water Commission Meeting.  Resolution No. R-44-18	<b>APPROVAL</b>  	
<p>Account Number: 01-60-628000 (\$81,619.23)</p> <p>Resolution No. R-44-18 would approve a Consulting and Network Cyber Security Services Agreement with IT Savvy LLC in connection with the Commission's Administrative and SCADA Networks for a sixteen months term. This resolution covers the first four months for the remaining of the current fiscal year.</p> <p>The Commission relies heavily on the Administrative and SCADA Networks to perform the critical daily operating tasks of the Commission. Cybercrime is considered the most prolific threat for all types of public utilities especially water systems. Throughout the years, the commission has implemented various IT security solutions to address basic network security. Currently, the Commission's position for Cyber or IT Security is to be on the forefront to protect our system.</p> <p>The Commission uses ITSavvy for their IT and network support and ITSavvy represents FireEye, one of the leading IT Security Firms in the country. The Commission currently uses two of FireEye's basic services to protect email and viruses. With the escalation of cyber-attacks within the government and critical infrastructures the Commission has decided to enhance the system security to be more comprehensive. This comprehensive approach includes FireEye's Managed Defense service that provides round-the-clock vigilance, investigation and mitigation solutions to any type of security breach.</p> <p>The FireEye Enterprise Network Security solution enables rapid detection and response to evasive threats missed by traditional defenses, across network/web, email, and file systems. For these reasons and the secure and sensitive nature of being a critical infrastructure, the Commission's IT system, staff's recommendation is to expand the FireEye service under ITSavvy and authorize the General Manager to execute a sixteen-month agreement with IT Savvy LLC in the amount of \$221,605.62.</p>			
<b>MOTION:</b> To approve Resolution No. R-44-18.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-44-18

**A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES AND  
AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT WITH IT SAVVY  
LLC FOR IT CYBER SECURITY SERVICES AT THE DECEMBER 13, 2018 DUPAGE  
WATER COMMISSION MEETING**

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

WHEREAS, the Commission desires to obtain continuous Cyber Security monitoring and mitigation through IT Savvy, LLC, an Illinois limited Liability Corporation (“Consultant”), desires to provide and implement FireEye services and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a consulting/services agreement setting forth the terms and conditions pursuant to which the Commission will obtain continuous Cyber Security monitoring and mitigation through IT Savvy to be approved by the Commission and Consultant; and

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

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

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

**SECTION TWO:** A Consulting/Services Agreement between the DuPage Water Commission and IT Savvy, LLC. for Consulting/Services for comprehensive Cyber Security services is for a duration of sixteen months, with such modifications as may be required or

Resolution R-44-18

approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting/Services for Cyber Security Services agreement with such modifications as may be required or approved by the General Manager; provided, however, that the Consulting Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by IT Savvy, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.





\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: December 4, 2018

## REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	Authorization to Purchase the Services to Upgrade the Variable Frequency Drives at the Commission's TS1 Pumping Station from Sole Source Authorized Manufacturer Distributor, Englewood Electric Service Co., for a cost to not exceed \$125,000.00, at the December 13, 2018 DuPage Water Commission Meeting	<b>APPROVAL</b>    	
Account Number: 01-60-741000 (\$125,000.00)			
<p>This request for board action would suspend purchasing procedures and authorize the General Manager to issue a Purchase Order to Upgrade the three Variable Frequency Drives (VFD's) at Tank Site 1 Pumping Station to sole source distributor of Rockwell Automation, Inc., Englewood Electric Service Co. (EESCO), to not exceed \$125,000.00.</p>			
<p>The three VFD's are Allen-Bradley 1336 AC Drives owned by Rockwell Automation, Inc., they were installed in the pumping station during original construction in 2002. The Allen-Bradley 1336 Drive is no longer supported, and parts are no longer stocked. The VFD's are used to control flow of water when supplying Schaumburg through the emergency interconnect or when pumping out of the standpipe back into the Commission's system during a Recirculation Mode to draw down the level in the standpipe further than with gravity.</p>			
<p>EESCO, located in Woodridge, IL is currently the authorized distributor to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all service offerings to the DuPage Water Commission in Elmhurst and Roselle Illinois. Rockwell's company policy are to make available full factory product and sales support to only authorized distributors.</p>			
<p>For these reasons the Commission's staff is recommending suspending purchasing procedures and authorize the General Manager to enter into a contract with EESCO to offer a complete turn-key solution for Rockwell Automation, Inc., to design, manufacturer, and install three new Allen-Bradley PowerFlex 755 AC Drives in place of the 1336 AC Drives for a cost to not exceed \$125,000.00.</p>			
<p>This expense was budgeted in the FY-18/19 Management Budget as a Capital Improvement Project.</p>			
<p><b>MOTION:</b> To give the General Manager the authorization to purchase the VFD upgrade from the Sole Source Manufacturers Distributor, Englewood Electric Service Co., to not exceed \$125,000.00.</p>			