



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, SEPTEMBER 19, 2019
6:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

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

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

RECOMMENDED MOTION: To approve the Minutes of the August 15, 2019 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-30-19:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 13 – Rossi Contractors, Inc. – Estimated at \$229,500.00**)
- V. **R-31-19:** A Resolution Approving and Ratifying Contract Change Order No. 2 to Task Order No. 7 TW-3/17 Construction Services at the September 19, 2019 DuPage Water Commission Meeting (**AECOM Technical Services increase cost not-to-exceed \$28,200.00**)
- VI. **R-32-19:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 12 – Rossi Contractors Inc. – estimated at \$25,000.00**)
- VII. **R-34-19:** A Resolution Approving and Ratifying Amendment to Task Orders Under a Master Contract with AECOM Technical Services Inc., at the September 19, 2019, DuPage Water Commission Meeting (**AECOM Technical Services Inc., in an amount not-to-exceed \$20,000.00**)
- VIII. **R-35-19:** A Resolution Suspending the Purchasing Procedures and Authorizing the General Manager to Enter into a Four-year Contract for the Maintenance of the Tank Mixing System at Standpipe 3 with Utility Service Co., Inc., at the September 19, 2019, DuPage Water Commission Meeting (**Utility Service Co., Inc., in an amount not-to-exceed \$51,382.00**)

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

IX. Old Business

X. Other

XI. Adjournment

**MINUTES OF THE MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 15, 2019
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

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

Committee members absent: J. Zay

Also in attendance: D. Cuvalo, F. Frelka, E. Kazmierczak, J. Rodriguez, J. Schori, J. Spatz, A. Stark, and M. Weed.

Commissioner Saverino moved to approve the Minutes of the June 20, 2019 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Novotny and unanimously approved by a roll vote.

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

Nays: None

Absent J. Zay

Commissioners present reviewed the contents of the June 2019 and July 2019 Status of Operations:

Regarding Bartlett Water Service, Coordinating Engineer Stark discussed R-23-19, Amendment 1 to Task Order No. 1 for additional engineering services for Greeley and Hansen to close out documentation, record drawing and O&M Manuals. In accordance with the Water Supply and Purchase Agreement, all engineering expenses related to Bartlett Connection Facilities will be remunerated by the Village of Bartlett.

Regarding the Capital Improvement Program, Coordinating Engineer Stark advised the various Facility Improvement project designs are well underway and progressing normally. General Manager Spatz advised our upcoming improvements for our disinfection facilities is in line with the future Illinois EPA disinfection residual requirements. General Manager Spatz also advised that some of our customers may be affected by the new distribution disinfection requirements and may need to consider these operation implications to maintain a minimum free chlorine residual of 0.5mg/L.

Chairman Fennell inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Saverino moved to recommend approval of items 4 through 11 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

Engineering Committee Minutes 08/15/2019

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

Nays: None

Absent J. Zay

Chairman Fennell inquired the Committee if any other business or other items to be discussed. A discussion regarding Lake Michigan water allocation took place and the implications of the Illinois allotment with regards to Indiana selling Lake Michigan Water to Illinois Communities.

With no other items coming before the Committee, Commissioner Saverino moved to adjourn the meeting at 6:21 P.M. Motion seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

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

Nays: None

Absent J. Zay

SP2013/MINUTES/ENGINEERING/2019/ENG190815.doc



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed
Operations Supervisor *MW*

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

DATE: September 11, 2019

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of August were a total of 2.66 billion gallons. This represents an average day demand of 85.7 million gallons per day (MGD), which is higher than the August 2018 average day demand of 83.5 MGD. The maximum day demand was 101.9 MGD recorded on August 09, 2019, which is higher than the August 2018 maximum day demand of 97.7 MGD. The minimum day flow was 73.7 MGD.

The Commission's recorded total precipitation for the month of August was 3.28 inches compared to 6.61 inches for August 2018. The level of Lake Michigan for August 2019 is 581.8 (Feet IGLD 1985) compared to 580.5 (Feet IGLD 1985) for August of 2018.

Water Conservation

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 Village of Westmont's contractor has completed most of the concrete work. Brick will likely be installed early fall. All underground work, including the installation of the cistern, has been completed.

Bartlett Water Service

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

J.J. Henderson and Sons, Inc. is wrapping up punch-list items and O&M documentation for the Bartlett Meter Station.

Resolution R-31-19 appears on the agenda requesting approval Contract Change Order No. 2 to Task Order No. 7 TW-3/17 Construction Services, to AECOM Technical Services the Commission and the contractor are finalizing punch list and close out items which is also requiring additional engineering and administrative hours.

Instrumentation / Remote Facilities Overview

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

Resolution R-32-19 appears on the agenda requesting approval of Work Authorization Order No. 012 under the Quick Response Contract QR-11/17, to Rossi Contractors Inc. for the work necessary to repair or replace the gear box on a 72" valve and mitigate water infiltrating the gear box in the vault at ROV10D in Elmhurst.

Resolution R-35-18 appears on the agenda to suspend purchasing procedures and authorize the General Manager to enter into a Four-Year Contract for the Maintenance of the Tank Mixing System at Standpipe 3 with Utility Service Co., Inc. and to replace the failed mixer motor.

Pipeline Maintenance and Construction Overview

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

Resolution R-30-19 appears on the agenda as a request to approve Work Authorization Order No. 013 under Quick Response Contract QR-11/17, for the work necessary to adjust the frames and lids of valve vaults at various locations.

Advertisement soliciting Bids on a Contract for the Fabrication of Valve Stem Risers authorized under Resolution R-29-19, began on August 26th. The bid opening is scheduled for October 1st, and the contract is expected to be awarded at the October board meeting.

Capital Improvement Program

Ongoing: CDM Smith, Inc. continues engineering services for DuPage Pump Station and Administration Buildings rehabilitation which includes replacement of the Curtain Wall, replacement of the walls which surround the Commonwealth Edison Yard, and to remediate groundwater penetration through the West Discharge Tunnel. The design process is approximately 90% complete.

Ongoing: Greeley and Hansen Engineers continues engineering services for DuPage Pump Station Disinfection Facilities rehabilitation which includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions. The project should be out for bids in September.

Ongoing: Knight E/A. Inc. continues engineering services for DuPage Pump Generation Facilities HVAC which includes upgrading of Equipment Room and Mechanical Room cooling, adding humidification to workspaces and modifying rooftop access for maintenance purposes.

Ongoing: Strand Associates, Inc. continues engineering services for Tank Site and Meter Station site rehabilitation which includes replacement and safety upgrading of control vault structures, improve overland drainage, rehabilitate and improve security fencing and the rehabilitation and addition of paved surfaces. The project should be out for bids in October.

September 2019 COMMISSION AGENDA ITEMS:

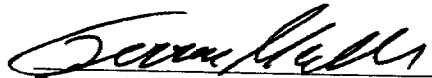
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- VI. **Attachments**
 1. DuPage Laboratory Bench Sheets for August 2019
 2. Water Sales Analysis 01-May-2016 to 31 August 2019
 3. DuPage Water Commission Chart Sales vs. Historical Average
 4. DuPage Water Commission Chart Sales vs. Allocation

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR AUGUST 2019

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.96	0.08	0.51	0.87	0.09	62	7.6	0.7	0.52	0	KD
2	0.94	0.09	0.53	0.88	0.10	66	7.7	0.7	0.56	0	KD
3	0.96	0.08	0.53	0.85	0.11	68	7.6	0.7	0.54	0	KD
4	1.00	0.08	0.59	0.86	0.09	69	7.7	0.7	0.56	0	KD
5	0.94	0.08	0.56	0.87	0.10	69	7.6	0.7	0.54	0	KD
6	0.94	0.09	0.52	0.81	0.10	69	7.7	0.8	0.55	0	KD
7	0.89	0.08	0.54	0.87	0.10	68	7.6	0.7	0.56	0	KD
8	0.82	0.09	0.56	0.87	0.09	69	7.7	0.7	0.56	0	RC
9	0.91	0.10	0.54	0.85	0.09	68	7.7	0.8	0.57	0	RC
10	0.95	0.10	0.55	0.94	0.10	68	7.7	0.7	0.54	0	RC
11	0.81	0.11	0.53	0.79	0.11	69	7.7	0.8	0.54	0	RC
12	1.04	0.09	0.56	0.89	0.10	70	7.7	0.8	0.58	0	RC
13	1.00	0.10	0.56	0.85	0.10	69	7.7	0.7	0.58	0	CT
14	1.00	0.09	0.55	0.85	0.11	67	7.7	0.8	0.53	0	RC
15	1.03	0.10	0.54	1.07	0.10	65	7.6	0.7	0.57	0	RC
16	0.81	0.11	0.57	0.87	0.10	68	7.7	0.7	0.54	0	RC
17	0.91	0.10	0.55	0.75	0.10	69	7.7	0.8	0.57	0	CT
18	0.94	0.12	0.59	0.91	0.10	70	7.7	0.7	0.56	0	CT
19	0.92	0.10	0.54	0.84	0.11	72	7.7	0.7	0.52	0	CT
20	0.95	0.11	0.57	0.87	0.13	72	7.7	0.7	0.54	0	RC
21	0.91	0.12	0.53	0.91	0.12	72	7.7	0.7	0.54	0	CT
22	0.93	0.12	0.59	0.84	0.14	71	7.6	0.7	0.54	0	CT
23	0.94	0.13	0.57	0.80	0.12	72	7.7	0.7	0.52	0	CT
24	0.90	0.13	0.52	0.91	0.12	71	7.7	0.7	0.53	0	CT
25	0.95	0.10	0.55	0.95	0.11	70	7.7	0.7	0.55	0	AM
26	0.97	0.11	0.58	0.94	0.12	71	7.7	0.7	0.55	0	CT
27	0.94	0.14	0.61	0.90	0.12	72	7.6	0.7	0.46	0	CT
28	1.13	0.12	0.56	1.12	0.13	71	7.6	0.8	0.57	0	RC
29	0.79	0.13	0.59	1.01	0.10	65	7.6	0.7	0.55	0	RC
30	0.93	0.10	0.59	1.06	0.09	61	7.7	0.7	0.59	0	RC
31	0.98	0.10	0.56	1.04	0.10	62	7.7	0.7	0.54	0	AM
AVG	0.94	0.10	0.56	0.90	0.11	69	7.7	0.7	0.55	0	
MAX	1.13	0.14	0.61	1.12	0.14	72	7.7	0.8	0.59	0	
MIN	0.79	0.08	0.51	0.75	0.09	61	7.6	0.7	0.46	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Aug-19

PER DAY AVERAGE 78,872,921

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-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%	\$12,555,786.64	\$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%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
TOTALS (1)	787,467,245,798	810,128,538,323	97.20%	\$1,658,832,565.07	\$1,486,436,457.74	810,771,294	0.10%	97.30%	\$2.11	\$1.835

(1) - SINCE MAY 1, 1992

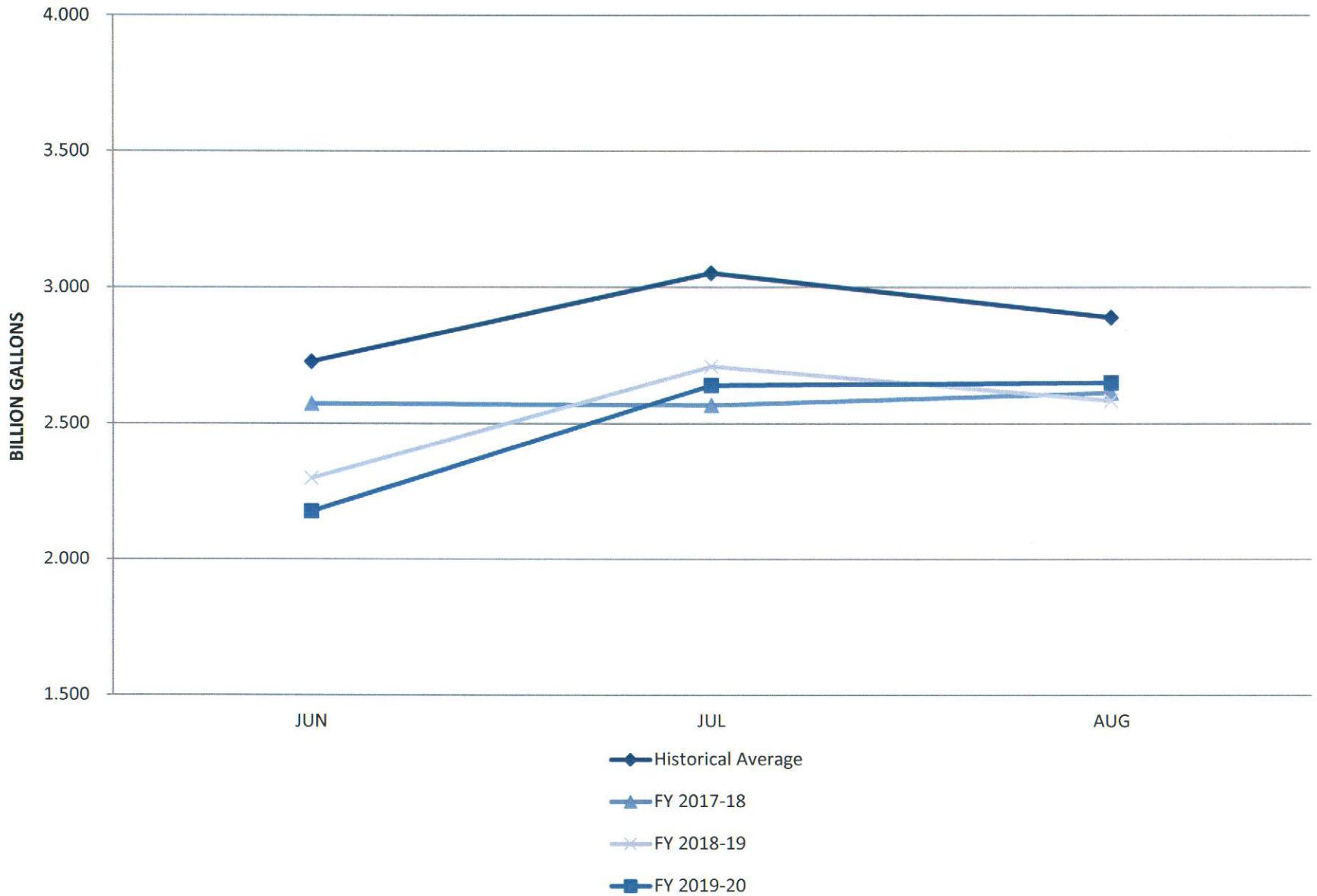
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

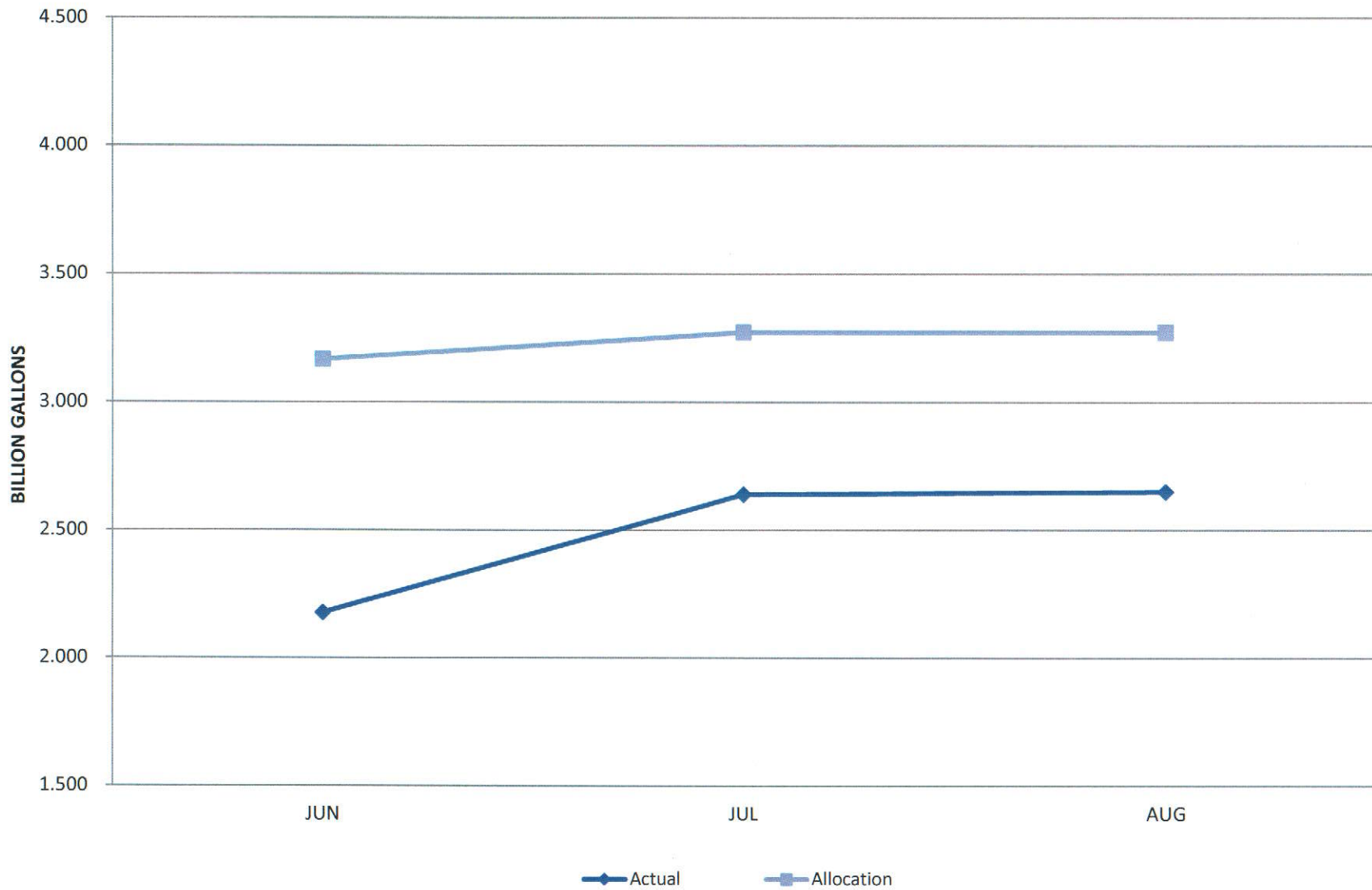
YTD

Aug-18	9,876,998,000	10,243,443,497	96.42%	48,792,370	40,248,210				\$4.94	\$3.929
Aug-19	9,547,793,000	9,844,590,501	96.99%	47,452,531	39,063,512				\$4.97	\$3.968
	(329,205,000)	(398,852,996)		(\$1,339,839)	(\$1,184,699)					
	-3.3%	-3.9%		-2.7%	-2.9%					
Month										
Aug-18	2,583,722,000	2,678,990,368	96.44%	12,763,587	10,563,259				\$4.94	\$3.943
Aug-19	2,649,696,000	2,735,242,272	96.87%	13,168,989	10,872,588				\$4.97	\$3.975
	65,974,000	56,251,904		\$405,402	\$309,329					
	2.6%	2.1%		3.2%	2.9%					
Aug>July	10,244,000	20,702,551		50,913	82,293					


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



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



REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline				
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the September 19, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-30-19</p>	<p>APPROVAL</p> 				
<p>Account Number: 01-60-663100</p> <p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-30-19 would approve the following Work Authorization Order under the Quick Response Contracts.</p> <p>Work Authorization Order No. 013 to Rossi Contractors, Inc. Staff has identified 33 separate locations where the pavement surrounding certain structures has failed. As a result, pavement repair and re-setting of the frames and lids are necessary. Staff solicited cost estimates for this work from both of its QR-11 contractors and the results are listed in the table below:</p>						
<table border="1"> <tr> <td>Rossi Contractors Inc.</td> <td>\$ 229,500.00</td> </tr> <tr> <td>John Neri Construction Co Inc.</td> <td>\$ 257,300.00</td> </tr> </table>			Rossi Contractors Inc.	\$ 229,500.00	John Neri Construction Co Inc.	\$ 257,300.00
Rossi Contractors Inc.	\$ 229,500.00					
John Neri Construction Co Inc.	\$ 257,300.00					
<p>Approval of Resolution R-30-19 would authorize the contractor to adjust the frames and lids of 33 Commission structures at the locations listed on Exhibit 1 to this Work Authorization. The work will include, among other things: traffic control and protection set up, monitoring, and removal, and the removal and replacement of the existing pavement base and surface course(s). The cost for this work is not known but is estimated to be \$229,500.00.</p>						
<p>MOTION: To adopt Resolution No. R-30-19.</p>						

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-19

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
SEPTEMBER 19, 2019, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-30-19

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 _____, 2019.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-30-19.docx

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.013

LOCATION:

Various locations as described on Attachment A to this work authorization.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

All work shall be performed in compliance with the specifications and requirements of the permitting highway authority and may include, but not be limited to: furnish and maintain traffic controls; saw cut and remove the existing pavement to the lines and depths required for frame and lid adjustment and pavement replacement; remove the structures frames and lids for reuse, or for delivery to the Commission; furnish and install new pre-cast concrete manhole adjusting rings; set the frames and lids to match existing pavement elevations; replace pavement base and wearing course(s); replace pavement striping, complete final restoration and clean up; and any other incidental work as required or as directed by the Commission.

REASON FOR WORK:

To repair failed pavement and to re-adjust the frames and lids of various structures.

MINIMUM RESPONSE TIME:

N/A

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

The Commission will supply replacement cast iron frames and lids of the type and size required if, in the opinion of the Commission, the existing frame and lid is damaged beyond use. Damaged frames and lids shall be returned to the Commission.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

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

DATE: _____

Attachment A




	Asset	Plan Set	Station	Page	Location	Village	Notes	Type	Size
1	11901	FSW 1/89	263+62	24	SW Corner of Lee and Chicago	Downers Grove	Valve box shifted. Curb will need to be cut to realign for new stem	BOV	5 1/4 Valve Box
2	13114	FSW 1/89	2+96	48	Meyers Rd 300' S/of Rte. 56	Oak Brook	Fiber Ran through the center of the valve box. Valve box needs to be dug up and fiber stretched around new	BOV	5 1/4 Valve Box
3	13511	FSW-1/89	9+17	49	NE Corner of Meyers Rd and I-88	Oak Brook	BOV Buried. Needs to have area scratched up to locate. Measurement based in drawings	BOV	
4	10745	FSW-1/89	15+95	50	West Meyers Rd Parkway 200' S/of I-88	Oak Brook	Valve needs to be dug up to replace galvanized bolts. Skipped in BOV 1	BOV	
5	10726	FN-02/89	1+22	1	SW Corner of Lake and Addison Rd	Addison	Valve Box shifted needs to be dug up and re-aligned	BOV	NA
6	10732	FN-02/89	211+62	17	NB Rte. 53 500' S/of Rte. 19	Addison	Flange Buried. Excavation required to rebuild for access	BOV	
7	10874	FS B-86	0+09	3	At MS 6A	Clarendon Hills	Valve box sheared off. Lid Sunk	BOV	25"
8	10851	FS 2/89	39+79	4	Maple St 200' E/of Grant	Hinsdale	Valve box to be dug up to Remove Stem	BOV	NA

9	10859	FS 2/89	9+66	11	SB Cass Ave 400' S/of 75th St	Darien	All Helicoils. Redo Valve Box. Top of stem broke off	BOV	25"
10	10864	FS 2/89	2+20	19	SB Ranchview 200' S/of 75th St	Naperville	All Helicoils	BOV	25"
11	10865	FS 2/89	10+91	20	NW Corner of Ranchview and 77th St	Naperville	Valve box sheared off	BOV	NA
12	10757	FNW 2/89	29+85	5	520 Grace St	Lombard	Valve box sheared off	BOV	NA
13	10773	FNW 2/89	49+33	30	At MS 19C (Villa Park)	Villa Park	Valve Box shifted needs to be dug up and re-aligned	BOV	NA
14	10781	FNW 2/89	60+38	45	At MS 14B	Lombard	Valve Box shifted needs to be dug up and re-aligned	BOV	25"
15	10783	FNW 2/89	3+53	46	At MS 26A	Glen Ellyn	Valve Box shifted needs to be dug up and re-aligned	BOV	25"
16	11044	TS 3/88	275+70	20	ON the NW Corner of 75th and I- 355	Woodridge	Valve Box shifted needs to be dug up and re-aligned	BOV	NA
17	11046	TS 3/88	331+28	25	N/75th St Parkway 600' W/of Lemont Rd	Downers Grove	Flange Buried. Excavation required to rebuild for access	BOV	NA
18	11053	TS 3/88	502+65	38	NE Corner or Plainfield and Clarendon Hills Rd	Darien	Valve box sheared off	BOV	NA
19	11052	TS 3/88	468+30	36	NE Corner or Plainfield and Seminole Dr	Darien	No bolts fastened. Try stem removal when repaired	BOV	25"
20	11057	TS 3/88	585+90	45	W/Rte. 83 Pkw 500' N/of 63rd St	Willowbroo k	Valve Box shifted needs to be dug up and re-aligned	BOV	25"
21	13105	FSW- 1/89	32+53	53	SW Corner of Rte. 38 and Summit	Oakbrook Terrace		BOV	25"

22	10247	FSW 1/89	24+53	52	Southbound Summit Ave 800' S of Roosevelt Rd	Oakbrook Terrace	Patch failure. Area around lid crumbled	AR	29"
23	10997	TOB- 87	239+86	20	Naperville Rd 500' N of Warrenville Rd	Naperville	Patch Failure	BOV	25"
24	10996	TOB- 87	235+87		NW corner of Naper and Warrenville Rd's	Naperville	Riser housing shifted needs to be re-aligned. Patch failure	BOV	25"
25	11025	TOB- 87	744+70	56	Bloomington Rd 1000' N/of Whitman	Glendale Heights	Patch Failure	BOV	25"
26	10745	FN- 1/89	15+20	34	331 Miller Ln	Wooddale	Frame Cracked	BOV	25"
27	10208	FSW 1/89	32+85	3	SE Corner of 71st and DuPage Dr	Woodridge	Frame not centered over opening	AR	29"
28	10229	FSW 1/89	301+92	27	NE Corner of Lee Ave and Virginia	Downers Grove	Ring is deteriorated	AR	29"
29	10123	NW1	119+85	11	In front of 506 Ardmore Ave	Villa Park	Lid lies low. Wheel lane	AR	29"
30	13120	TIB 1/03	56+58	5	Frontage Rd S/of Riverside Dr	Villa Park/Elmh urst	Lid displaced	BOV	25.5"
31	11076	TSW 3/98	93+20	8	Curtis and Rogers	Warrenville	Needs adjustment on the 18" lid in road	BOV	18"
32	10594	TSW D87	34+91	3	On the SE Corner of Rte. 56 and Cambridge Av	Elmhurst	Non- Commission F & L. Seized closed	BOV	22"
33	10054	TE 3/94	53+13	5	SE Corner of Wolf and Harrison	Hillside	Lid Sunk	AR	32"

DATE: September 9, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering Committee	ORIGINATING DEPARTMENT	Engineering
ITEM	A Resolution Approving and Ratifying Contract Change Order No 2 to Task Order 7 TW3/17 Construction Services at the September 19, 2019 DuPage Water Commission Meeting Resolution No. R-31-19	APPROVAL	  
Account Numbers: 01-60-711500 (Not to exceed \$28,200.00)			
Resolution No. R-31-19 would approve the following Change Orders:			
Change Order No. 2 for additional Construction Services related to the construction of the Bartlett Supply Line Located Throughout DuPage County.			
The Commission has requested additional Construction services from AECOM Technical Services Inc., to monitor the work while maintaining accurate record keeping.			
By April 1, 2019, the original projected project completion date, the Commission utilized most of the funds allocated for additional engineering related to construction services from Change Order No.1. The Commission approved a time extension moving the project completion date to June 30 th , which required additional construction services. Currently, the Commission and the contractor are finalizing punch list and close out items which is also requiring additional engineering and administrative hours. It is estimated that a total of 250 engineering hours is required for this additional work.			
The Total Cost of the Change Order is not to exceed \$28,200.00.			
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.			
All costs will be reimbursed by the Village of Bartlett and/or the Contractor.			
MOTION: To approve Resolution No. R-31-19.			

DuPAGE WATER COMMISSION

DRAFT

RESOLUTION NO. R-31-19

A RESOLUTION APPROVING AND RATIFYING CONTRACT CHANGE ORDER NO. 2
TO TASK ORDER NO.7 TW 3/17 CONSTRUCTION SERVICES AT THE
SEPTEMBER 19, 2019 DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2019.

Chairman

ATTEST:

Clerk

Exhibit 1

CHANGE ORDER**THE DU PAGE WATER COMMISSION****PROJECT NAME:** Task Order 7 TW3/17 Construction Services**CHANGE ORDER NO.:** 2**LOCATION:** Village of Roselle, Village of Hanover Park, and the Village of Bartlett**CONTRACTOR:** AECOM Technical Services Inc.**DATE:** September 9, 2019**I. A. DESCRIPTION OF CHANGES INVOLVED:**

The Commission has requested additional Construction services from the Engineer to monitor the accelerated work schedule while maintaining accurate record keeping.

B. REASON FOR CHANGE:

The Commission has requested additional Construction services from AECOM Technical Services Inc., to monitor the work while maintaining accurate record keeping.

By April 1, 2019, the original projected project completion date, the Commission utilized most of the funds allocated for additional engineering related for construction services from Change Order No.1. The Commission approved a time extension moving the project completion date to June 30th, which required additional construction services. Currently, the Commission and the contractor are finalizing punch list and close out items which is also requiring additional engineering and administrative hours. It is estimated that a total of 250 engineering hours is required for this additional work.

C. REVISION IN PRICE:

Not to exceed \$28,200.00.

II. CHANGE ORDER CONDITIONS:

1. This Change Order, unless otherwise provided herein, does not relieve the Contractor from strict compliance with the guarantee provisions of the Original Contract.

CHANGE ORDER NO. 2

III. ADJUSTMENTS IN AMOUNT OF CONTRACT:

1.	Amount of Original Work Task Order	\$	388,990.00
2.	Additional Amount Due To This Change Order	\$	28,200.00
3.	Amount of Task Order Including This Change Order	\$	417,190.00

ACCEPTED: CONTRACTOR: AECOM Technical Services, Inc.

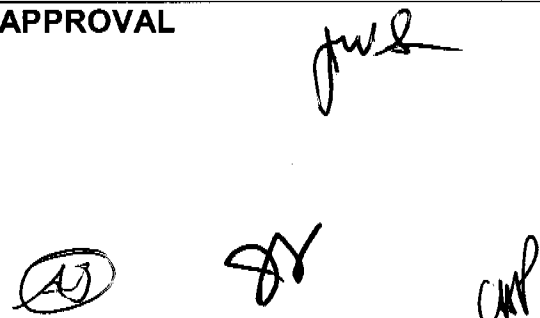
BY: _____ (_____)
Signature of Authorized Representative Date

DU PAGE WATER COMMISSION:

BY: _____ (_____)
John Spatz Date
General Manager

DATE: September 10, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation / Remote Facilities				
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the September 19, 2019, DuPage Water Commission Meeting Resolution No. R-32-19	APPROVAL					
Account Number: 01-60-663300 (Estimated Cost of \$25,000.00)							
<p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-32-19 would approve the following Work Authorization Order under the Quick Response Contracts.</p> <p>Work Authorization Order No. 012: This work authorization is to Rossi Contractors Inc. to repair or replace the valve gear box on a 72" butterfly valve and mitigate water infiltrating gear box in the vault at ROV10D in Elmhurst. During routine inspections Staff determine a problem with the gear box and was unable to repair. Staff solicited cost estimates for this work from both of its QR-11 contractors and the results are listed in the table below:</p>							
<table border="1"><tr><td>Rossi Contractors Inc.</td><td>\$25,000.00</td></tr><tr><td>John Neri Construction Co Inc.</td><td>\$37,500.00</td></tr></table>				Rossi Contractors Inc.	\$25,000.00	John Neri Construction Co Inc.	\$37,500.00
Rossi Contractors Inc.	\$25,000.00						
John Neri Construction Co Inc.	\$37,500.00						
Approval of Resolution R-32-19 would approve Work Authorization Order No. 012 to Rossi Contractors Inc. for the repair or replacement of the gear box at an estimated cost of \$25,000.00.							
MOTION: To adopt Resolution No. R-32-19.							

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-19

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
SEPTEMBER 19, 2019, DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-32-19

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2019.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.012

LOCATION:

ROV10D, Dorchester Ave (Frontage Rd) and Avery St, Elmhurst

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Repair or replace valve gear box in vault for a 72" butterfly valve. Mitigate water infiltrating gear box. Provide traffic control as required by the Authority Having Jurisdiction.

REASON FOR WORK:

Position indicating plate not turning. The four mounting bolts are broken off in drive sleeve and the position indicating plate seems to be rusted to cover. Gear box full of water, presumably coming through the valve shaft sleeve.

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:

Owner has designated the ROV Valve Vault as Permit Required Confined Spaces due to limited means of egress and other hazardous conditions exist such as exposed electricity and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres or other recognizable hazards.

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:


By: _____
Signature of Authorized
Representative

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

DATE: _____

DATE: September 6, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Engineering Services
ITEM	A Resolution Approving and Ratifying Amendment to Task Orders Under a Master Contract with AECOM Technical Services Inc. Resolution No. R-34-19	APPROVAL	
Account No.: 01-60-628000 \$20,000			
<p>The Commission previously entered into Master Contracts with 22 consulting firms for professional engineering services. Each firm advised the Commission of which engineering disciplines they would be interested in providing for the Commission. Using this listing as a guide.</p> <p>In April AECOM was approved to update the Commission's Vulnerability Assessment and Emergency Response Plan (ERP) required by the US EPA. After initial meetings, it was determined that the Commission should also update its Crisis Communication Plan. This plan will be included in the ERP.</p> <p>AECOM is proposing to develop a communications plan that includes full communications strategy utilizing various media platforms in order to reach target audiences and disseminate specific messaging.</p> <p>This amendment to Task Order 11 would add the task of updating the Crisis Communication Plan, not to exceed \$20,000.00</p> <p>Resolution No. R-34-19 would approve Amendment to Task Order No. 11 to the Master Contract with AECOM Technical Services Inc.</p>			
MOTION: To adopt Resolution R-34-19.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-19

A RESOLUTION APPROVING AND RATIFYING AMENDMENT TO TASK ORDERS
UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES INC. AT THE
SEPTEMBER 19, 2019, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-34-19

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 _____, 2019.

Chairman

ATTEST:

Clerk

EXHIBIT 1

AMENDMENT TO TASK ORDER NO. 11

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

1. **Project:**

To develop an effective communications plan that ensures that members of DWC are aware of communication protocol, its significance, and how execute messaging to various audiences including but not limited to our customers, the public as well as required regulatory and governing bodies.

2. **Services of Consultant:**

AECOM is proposing to develop a communications plan that includes a full communications strategy utilizing various media platforms in order to reach target audiences and disseminate specific messaging. This plan will include targeted and sample messaging, platforms to use, and metrics of measurement in order to determine quality of communication. This will enable the DuPage Water Commission to more effectively and strategically plan for messaging that aligns with its mission, planned milestones, and customer needs. It will also provide a consistency and accessibility to communication with stakeholders and customers that is valuable and effective. This communications plan will be based off of an existing draft communications plan that the DuPage Water Commission will provide.

A. **Basic Services:**

1. **Preliminary Design Phase.**

- a. Meet with Owner to determine the general scope, extent and character the Project.
- b. Prepare preliminary draft Communications Plan to be reviewed by the Commission for comments.
- c. Furnish three (3) paper copies of the Preliminary Communications Plan and a Portable Document File (PDF), for review and approval by Owner, and review them with Owner.

2. **Final Design Phase.**

- a. On basis of the accepted Preliminary Communication Plan the final shall encompass communication components including:

- Leveraging existing branding and messaging that reinforces the DuPage Water Commission's goals
- Sample key messaging (up to five)
- Communications governance (organizational chart featuring key roles regarding communications)
- Measures of evaluation

b. Furnish three (3) paper copies of the final Communication Plan, and a Portable Document File (PDF) documents, for review and approval by Owner, and review them in person with Owner.

B. Additional Services:

None

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

None

4. **Commencement Date:**

Effective Date of this Task Order

5. **Completion Date:**

A.1 **Preliminary Design Phase:** 40 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

A.2 **Final Design Phase:** 70 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

A. To Be Determined

7. **Key Project Personnel:**

A. Dana Al-Qadi

8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all

Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Preliminary Design	\$11,400.00
Final Design	\$ 8,600.00
Total All Phases	<hr/> \$20,000.00

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 Amendment, including the attachments listed above, shall incorporate this Amendment as part of the Contract.

The Effective Date of this Amendment September 20, 2019.

DUPAGE WATER COMMISSION

By: _____

John F. Spatz Jr.
General Manager

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER 11 AMENDMENT:

Name: Alan Stark

Title: Coordinating Engineer

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

E-mail Address: stark@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

AECOM Technical Services Inc.

By: _____

Michael H. Winegard
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER 11 AMENDMENT:

Name: Michael H. Winegard

Title: Vice President

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Scope of Work

To: John Spatz
From: Dana Al-Qadi
CC: Mike Winegard
Date: August 19, 2019
Subject: DuPage Water Commission Communication Plan

PURPOSE:

An effective communications plan ensures that members of an organization are aware of communication protocol, its significance, and how to execute messaging to various audiences. As part of its mission to providing reliable, quality, and cost-efficient Lake Michigan water services to customers in DuPage County, the DuPage Water Commission must also ensure that it has a robust communications plan that anticipates various messaging needs and channels.

AECOM is proposing to develop a communications plan that includes a full communications strategy utilizing various media platforms in order to reach target audiences and disseminate specific messaging. This plan will include targeted and sample messaging, platforms to use, and metrics of measurement in order to determine quality of communication. This will enable the DuPage Water Commission to more effectively and strategically plan for messaging that aligns with its mission, planned milestones, and customer needs. It will also provide a consistency and accessibility to communication with stakeholders and customers that is valuable and effective. This communications plan will be based off of an existing draft communications plan that the DuPage Water Commission will provide.

ADDITIONAL COMMUNICATION PLAN COMPONENTS

- Leveraging existing branding and messaging that reinforces the DuPage Water Commission's goals
- Sample key messaging (up to five)
- Communications governance (organizational chart featuring key roles regarding communications)
- Measures of evaluation

TASKS:




- *Task 1:* Kick-off
- *Task 2:* Develop draft communications plan
- *Task 3:* Finalize communications plan

ESTIMATED FEE:

- The estimated fee for this scope of work is \$20,000 based on an estimated 125 hours of work.

DATE: September 10, 2019

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 Purchasing Procedures and Authorizing the General Manager to Enter into a Four-Year Contract for the Replacement and Maintenance of the Tank Mixing System at Standpipe 3 with Utility Service Co., Inc., at the September 19, 2019 DuPage Water Commission Meeting</p> <p>Resolution No. R-35-19</p>	<p>APPROVAL</p> <p style="text-align: right;"><i>Jul 2</i></p> <p style="text-align: center;">    </p>	
<p>Account Number: 01-60-685600 (\$27,000.00) 01-60-629000 (\$24,382.00)</p>			
<p>Resolution No. R-35-19 would suspend purchasing procedures and authorize the General Manager to enter into a Four-Year Water Tank Mixing System Maintenance Contract between the DuPage Water Commission and Utility Service Co., Inc., for the Commission's 7,500,000-Gallon Standpipe 3 located at 1111 E. Warrenville Rd, Lisle, IL. The not-to-exceed cost for the four-year term is \$51,382.00. This maintenance contract includes replacing the failed mixer motor.</p>			
<p>The Tank Mixing System Maintenance Contract includes one-year of full parts and labor coverage to maintain the new mixer motor and controls for the replacement cost of \$27,000.00. The annual fee for Contract Year 2 will be \$7,734.00 and subsequent years will be adjusted to reflect current cost of service limited to an annual maximum increase of 5%. Annual fee is due by the first day of the new contract year. Each year Utility Services will inspect, service, and maintain the active mixing system to ensure it is in good working condition. Every third year, or as determined necessary by Utility Services due to operational problems with the mixing system, the tank will be drained, and the interior washed out and cleaned. Maintenance on the mixing system will be performed and the interior of the tank will be disinfected prior to filling and returning to service.</p>			
<p>The Commission has the right to terminate this contract with or without cause by sending written notice of termination to Utility Service Co., Inc., not less than thirty (30) days prior to the first day of the next contract year.</p>			
<p>MOTION: To approve Resolution No. R-35-19.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-35-19

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FOUR-YEAR
CONTRACT FOR THE MAINTENANCE OF THE TANK MIXING SYSTEM AT
STANDPIPE 3 WITH UTILITY SERVICE CO., INC., AT THE SEPTEMBER 19, 2019
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's PAX Water Technologies tank mixing system at Standpipe 3 is necessary in maintaining an even chlorine residual throughout the tank; and

WHEREAS, Utility Service Co., Inc. is PAX Water Technologies sole authorized service provider in the United States; and

WHEREAS, Utility Service Co., Inc. provides trained technicians, customer service and support associated with the PAX Water Technologies Tank Mixing System; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to enter into a four-year contract for the maintenance of the tank mixing system at Standpipe 3 at a cost not-to-exceed \$51,382.00 from Utility Service Co., Inc.;

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: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is here by granted the authority to enter into

Resolution R-35-19

a four-year contract for the maintenance of the tank mixing system at Standpipe 3 at a cost not-to-exceed \$51,382.00 from Utility Service Co., Inc. without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2019.

Chairman

ATTEST:

Clerk

EXHIBIT I



Utility Service Co., Inc.

Water Tank Mixing System Maintenance Contract

Owner: Dupage Water Commission
Elmhurst, IL

Tank Size/Name: 7,500,000 Gallon-Standpipe-Tank 3

Location: 1111 E. Warrenville Road

Date Prepared: September 9th, 2019



WATER TANK MIXING SYSTEM MAINTENANCE CONTRACT

This Contract entered into by and between the **Dupage Water Commission, whose business address is 600 E. Butterfield Road, Elmhurst, IL 60126** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to install and maintain a PAX mixing system in its **7,500,000-gallon water storage tank located at 1111 E. Warrenville Road, Naperville, IL 60563** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described mixing system for the water storage tank. Care and maintenance include the following:

A. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM 600 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
4. Every third year, or as determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

2. Contract Price/Annual Fees. The tank shall receive a **mixing system installation** prior to the end of Contract Year 1. The first (1) annual fee shall be **\$27,000.00** per Contract Year. The annual fee for Contract Year 2 shall be **\$7,734.00** per Contract Year. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable **upon completion of the mixing system installation**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of the Contract Year, of each Year thereafter.**

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. **Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.**

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the Owner and as updated periodically by the Owner and/or the Department of Labor. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. The prevailing rates of wages are revised periodically by the Department of Labor and are available on the Department's official website. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification performing work under this Contract increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner, provided that the percentage increase in the annual fees shall not exceed the percentage increase in the prevailing wage rates for those job or trade classifications performing work under this Contract. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company for work actually performed by the Company. In the event Company requests to renegotiate the annual fees under this section due to an increase in the prevailing wage rates, it must make such request in writing at least 60 days before the commencement of the next Contract Year, and the parties must reach a written agreement on the new annual fees not less than 35 days before the commencement of the next Contract Year. If the parties fail to reach an agreement on the new annual fees, this Contract shall expire with no further obligation by the Company to perform the services and no further obligation of the Owner to pay annual fees.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) disposal of any hazardous waste materials; (2) resolution of operational problems or structural damage due to cold weather; (3) negligent acts of Owner's employees, agents or contractors; (4) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (5) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (6) any painting or repairs to the tank and tower.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Default; Remedies. In the event Company fails to fulfill any obligation hereunder and such failure continues for seven (7) days after written notice thereof, the Owner may by additional written notice, immediately cancel this contract and repurchase services from another source and may recover any actual or consequential damages. No failure or delay on the part of the Owner in exercising any right, power or privilege under this Contract, and no course of dealing between the Owner and the Company shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies which the Owner would otherwise have, at law or in equity, and the Owner's election of one remedy shall not prevent the Owner from pursuing or exercising any other remedy available at law or in equity.

14. Insurance. In addition to the indemnification requirements contained in this Contract, the Company shall purchase from and maintain such liability and other insurance at least meeting the requirements set forth in Exhibit A attached hereto.

15. Subcontracting. No portion of the Contract may be sub-contracted without the prior written approval of the Owner. No such approval will be construed as making the Owner a party of or to such sub-contract, or subjecting the Owner to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the Owner shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor

16. Governing law; jurisdiction and venue; attorney's fees. This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. In the event either party initiates litigation regarding or under this Contract, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract waive any challenge to same. If the Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, or to seek a declaration of rights under the Contract, or to enforce any judgment awarded in favor of the Owner regarding this Contract, and by reason thereof, the Owner is required to use the services of an attorney, then Company shall pay the Owner upon demand for reasonable attorney's fees and all expenses and costs incurred by the Owner pertaining thereto, including costs and fees relating to any appeal.

17. Taxes. The Owner does not pay Federal Excise Tax or Illinois Sales Tax.

18. Severability. If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Dupage Water System

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

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EXHIBIT A

INSURANCE AND INDEMNITY

- A. Contractor's Obligations.** The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force, at the Contractor's expense, all insurance necessary to protect and save harmless the property, the Work, the Owner, and its representatives, including, without limitation, the insurance herein enumerated and as has been approved by the Owner. The Contractor shall not allow any Subcontractor to commence Work until all similar insurance required of the Subcontractor has been so obtained.

The Contractor shall furnish to the Owner one copy of each certificate of insurance. Each such certificate shall evidence the coverages enumerated herein to be provided by the Contractor, secured from an insurance company or companies acceptable to and approved by the Owner. Such insurance shall provide that no change, modification in, or 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 the Owner.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the DuPage Water Commission.

Insurance coverages for the Contractor and, unless waived or modified by a written Change Order, for all Subcontractors, shall be provided and maintained in at least the following minimum amounts:

1. Workers' Compensation and Employer's Liability with limits not less than:

- (a) Workers' Compensation: Statutory;

- (b) Employer's Liability:

- \$500,000 each accident-injury,
 - \$500,000 each employee-disease
 - \$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 the Owner.

Such insurance shall include a waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement.

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

All employees shall be included as insureds.

This policy shall include a waiver of subrogation endorsement in favor of the DuPage Water Commission, its Officials and employees of the DuPage Water Commission.

3. Commercial General Liability with coverage written on an "occurrence" basis. Coverages shall include:

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

Completed Operations coverage will be required to be maintained for a period of two years following completion of Work under any Work Authorization Order.

Contractual Liability coverage shall specifically include the indemnification provisions set forth in Subsection 4.1C(4) below.

Railroad exclusions shall be deleted if Work site or sites is within 50 feet of any railroad track.

Limit of Liability:

Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 each occurrence, \$3,000,000 aggregate

Completed Operations Aggregate: \$3,000,000

The coverage provided by the Additional Insured Endorsement shall be primary and non-contributory by any coverage carried by the DuPage Water Commission

4. Umbrella Liability Insurance: This insurance shall apply in excess of the limits stated in Subsections 4.1A(1)b, (2), and (3) above and shall provide coverage on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the umbrella policy becomes effective to cover such loss.

Limit of Liability: \$5,000,000 Bodily Injury and Property Damage Combined Single Limit per occurrence and in the aggregate.

The coverage provided in the Additional Insured Endorsement shall be primary and non-contributory to any coverage carried by the DuPage Water Commission.

5. **Additional Insured:** The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Umbrella Liability

6. **Owner's Protective Liability Insurance:** The Contractor, at its sole cost and expense, shall purchase an Owner's Protective Liability Insurance Policy in the name of the Owner for the duration of the Contract.

Limit of Liability: \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit per occurrence and in the aggregate, including completed operations aggregate.

- B. Minimum Coverages.** The insurance described herein sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability under the Contract.

- C. Indemnifications.** The Contractor shall indemnify, save harmless, and defend the Owner, its agents, engineers, attorneys, servants, elected and appointed officials, officers, and employees, and each of them against and hold the Owner and each of them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorneys' fees:

1. for or on account of any delays or interference or damage to other contractors that may arise, or be alleged to have arisen out of or in connection with the Work covered by the Contract, whether performed by the Contractor, its Subcontractors, agents, employees, or workers; and
2. for or on account of labor and materials furnished under the Contract, including all liens or notices of liens on account thereof and/or the Contractor's failure to remove or discharge same; and
3. for or on account of the Contractor's failure to obtain any required permits and licenses; and
4. for or on account of bodily injury, sickness, disease, or death sustained by any person or persons or injury or damage to or loss or destruction of any property, directly or indirectly arising out of, relating to, or in any way connected with the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees, any of its Subcontractors, their officers, agents, servants, or employees, except to the extent caused by the negligence of the Owner; and
5. for or on account of any act or omission of the Contractor, its officers, agents, servants, or employees, or any of its Subcontractors, or their officers, agents, servants, or employees, including but not limited to any failure to fulfill the terms of or comply with all laws, ordinances, rules, regulations, orders, decrees, or other requirements that apply to the

Contract, including any liability for federal, state, and local taxes, contributions, and premiums imposed upon or measured by the Contractor's or Subcontractor's payrolls; and

6. for or on account of infringement, alleged infringement, or use of patent rights in connection with the Work and the use by the Owner of any materials, parts, tools, equipment, appliances, products, devices, processes, inventions, articles, or apparatus, or any part thereof, furnished hereunder.

- D. **Extension of Indemnity to Third Parties.** The Contractor shall note that most of the Work is to be completed on property that is not owned by the Owner. When working on such property, the Contractor shall provide the indemnification and save harmless protection specified above to the owner of such property.

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