



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE JANUARY REGULAR ADMINISTRATION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 5:30 P.M. ON THURSDAY, JANUARY 18, 2018, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE JANUARY 2018 REGULAR ADMINISTRATION COMMITTEE MEETING IS AS FOLLOWS:

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, JANUARY 18, 2018
5:30 P.M.**

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

COMMITTEE MEMBERS

**J. Healy- Chair
J. Broda
D. Novotny
R. Obarski
J. Zay**

- I. Roll Call
- II. To approve the Minutes of the December 14, 2017 Regular Committee Meeting
- III. Ordinance No. O-1-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Roselle concerning the Installation of a Water Main in the Village of Roselle
- IV. Other
- V. Adjournment

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

**MINUTES OF A RESCHEDULED MEETING OF THE
ADMINISTRATION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, DECEMBER 14, 2017
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

Commissioner Healy called the meeting to order at 6:15 P.M.

Committee members in attendance: J. Broda, J. Healy, D. Novotny, R. Obarski and J. Zay

Committee members absent: None

Also in attendance: F. Frelka, J. Rodriguez, and J. Spatz (arrived at 6:20 P.M.)

Commissioner Obarski moved to approve the Minutes of the October 19, 2017, Administration Committee meeting. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Healy moved to recommend approval the consulting agreement with John J. Millner and Associates. Seconded by Chairman Zay and unanimously approved by a Voice Vote.

Chairman Zay stated that Mr. Millner communicates with General Manager Spatz and himself when items arise that deal with water. He added that Mr. Millner was fighting Bill 1451 for the Commission.

All voted aye. Motion carried.

Commissioner Broda moved to recommend approval of R-43-17: A Resolution Releasing Certain Executive Session Meeting Minutes at the December 14, 2017 DuPage Water Commission Meeting. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Obarski moved to recommend approval of R-46-17: A Resolution Amending Chapter 3 – Diversity Regarding Section 3.3 Anti-Harassment/Sexual Harassment of the Personnel Manual. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Chairman Zay stated that it was amended to comply with the new requirements of Public Act 100-0554 as well as the ability to submit a report to any of the Commissioners. He added that in addition to staff completing sexual harassment training, the Commissioners will complete training at the January Committee of the Whole meeting.

General Manager Spatz arrived at 6:20 P.M.

All voted aye. Motion carried.

Commissioner Broda moved to recommend approval of R-47-17: A Resolution Urging the Governor to Veto Senate Bill 1451. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

Minutes 12/14/17 Administration Committee Meeting

Chairman Zay stated that the Mayors and Managers asked governing agencies to pass a resolution urging the Governor to veto this bill so a packet can be assembled of all the agencies that passed this resolution to send to the Illinois Senate.

After some discussion, all voted aye. Motion carried.

With no further discussion, Commissioner Broda adjourned the meeting at 6:23 P.M. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

BoardMinutes\Admin\2017\171214.docx

DATE: January 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Ordinance No. O-1-18: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF ROSELLE CONCERNING THE INSTALLATION OF A WATER MAIN IN THE VILLAGE OF ROSELLE	APPROVAL	
Account No. 01-60-711500			
An Agreement between the DuPage Water Commission and the Village of Roselle which sets the terms and expectations related to the DuPage Water Commission installing a water main for the Bartlett Transmission Project.			
MOTION: To approve Ordinance No. O-1-18.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-1-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER
COMMISSION AND THE VILLAGE OF ROSELLE CONCERNING THE INSTALLATION
OF A WATER MAIN IN THE VILLAGE OF ROSELLE

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the "Act") for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Village of Roselle (the "Village") and Commission entered into a Water Purchase and Sale Contract dated July 7, 1986 with certain obligations and restrictions relative to cooperation in construction of Commission water supply; and

WHEREAS, the Commission is designing, and intends to construct, a water transmission main and appurtenances, generally known as the Bartlett Transmission Project, to serve the Village of Bartlett (hereinafter "BTP"); and

WHEREAS, the route of the Commission's BTP 30" diameter water transmission main (hereinafter referred to as the "Main") extends through the Village within the public rights-of-way of Central Avenue between Roselle Road and Gary Avenue (the "Route"); and

WHEREAS, the Commission and the Village have negotiated an Intergovernmental Agreement regarding the installation of the Main along the Route; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and other

Ordinance No. O-1-18

applicable authority, the Commission and the Village are authorized to enter into the Intergovernmental Agreement; and

WHEREAS, the Commission and the Village have each determined that it is in their respective best interests to enter into the Intergovernmental Agreement.

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

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

SECTION TWO: An Intergovernmental Agreement Between the DuPage Water Commission and the Village of Roselle regarding installation of the Main along the Route, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A; provided, however, that said Intergovernmental Agreement shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies executed by the Village of Roselle of the completed Intergovernmental Agreement.

SECTION FOUR: Upon execution by the Chairman, the Intergovernmental Agreement, and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least

Ordinance No. O-1-18

1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of January, 2018

Chairman

ATTEST:

Clerk

Board/Ordinance/O-1-18

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DUPAGE WATER COMMISSION
AND THE VILLAGE OF ROSELLE**

THIS AGREEMENT, made and entered into this ____ day of January, 2018, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (hereinafter referred to as "Commission") and the VILLAGE OF ROSELLE, a municipal corporation created and existing under the laws of the State of Illinois (hereinafter referred to as "Village"),

W I T N E S S E T H

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 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 Village and Commission entered into a Water Purchase and Sale Contract dated July 7, 1986 with certain obligations and restrictions relative to cooperation in construction of Commission water supply; and

WHEREAS, the Commission is designing, and intends to construct, a water transmission main and appurtenances, generally known as the Bartlett Transmission Project to serve the Village of Bartlett (hereinafter "BTP"); and

WHEREAS, the route of the Commission's BTP 30" diameter water transmission main (hereinafter referred to as the "Main") extends through the Village within the public rights-of-way of Central Avenue between Roselle Road and Gary Avenue (the "Route"); and

WHEREAS, when the BTP is referred to in this Agreement it refers only to that portion of the BTP located in Roselle; and

WHEREAS the Village had intended to resurface Central Avenue prior to the BTP, (hereinafter "CARP") and use Federal cost sharing dollars to partially fund the project in accordance with the dollars that would have been available to the Village in 2017; and

WHEREAS, the Village has postponed the resurfacing of Central Avenue to accommodate the Commission's water transmission main project subject to the terms and conditions of this Agreement; and

WHEREAS, based on the BTP the Village now intends to commence with resurfacing Central Avenue no later than August 1, 2018; and

WHEREAS, the Village has already, and will continue to, incur direct expenses related to its review, permitting, and coordination of the BTP and CARP; and

WHEREAS, pursuant to Section 11-135-7 of the Illinois Municipal Code (65 ILCS 5/11-135-7), the Commission is authorized to construct, maintain, alter, and extend its water mains along, upon, under and across any highway, street, alley or public ground in the State of Illinois, subject to avoiding inconvenience to the public use thereof; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to memorialize their understanding regarding the interface of BTP and CARP; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that inconvenience to the residents of the Village is avoided to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and other applicable authority, the Commission and the Village are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are by this reference a part of this Agreement, and of the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

I.

INSTALLATION OF THE MAIN

The Commission intends to install the Main through the Village within the public rights-of-way of the Route. Such installation shall comply with the following:

A. Plans and Design

1. The Commission's contract documents, including final plans and specifications for that portion of the Main located within the Village, are attached hereto and incorporated herein as Attachment A.

2. The Main will be installed by conventional open-cut methods of construction.

B. Construction and Administration

1. Prior to the commencement of BTP construction, the Commission will provide the Village with evidence that it has committed the funds necessary to complete the installation of the Main through the Village.

2. Prior to the commencement of BTP construction, the Commission will have the Route of the Main videotaped. The videotape will be used to determine compliance with restoration requirements of the final plans and specifications. The Commission will provide the Village with a dated copy of the videotape prior to commencement of construction.

3. Prior to the commencement of construction, the Commission will file with the Village a copy of the Contractor's performance bond guaranteeing performance of the work in accordance with the contract documents.

4. The Village and its elected and appointed officers and employees, will be named as additional insureds on all liability insurance policies issued in connection with BTP. Except to the extent that any such claim is caused by the sole negligence of the Village, the Commission to the greatest extent permitted by law, shall defend, indemnify and hold harmless, the Village, its elected

and appointed officials, employees from any and all claims, actions, causes of action, damages, injuries, death and costs, including reasonable expert and attorney's fees, arising from or in connection with the Commission or its Contractor's errors or omissions in the prosecution of the BTP. The Commission shall require its Contractor to execute a substantively identical hold harmless indemnification provision for the benefit of the Village prior to commencement of the Work. There are no third person beneficiaries of this Agreement, and by its execution the Village and Commission fully reserve any and all statutory and or common law privileges and immunities.

5. In cooperation with the Village, a public notification and informational document will be delivered to Village residential and business owner properties adjacent to the Main, identifying DuPage Water Commission telephone contact information. The Commission shall timely respond to Village residential complaints and inquiries about the BTP.

6. The Commission's contract documents shall require the Commission's Contractor to be solely and completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the Work, including at times other than normal working hours. The Commission will provide the Village with 24-hour telephone contact information to be used to notify the Commission regarding any safety issues. The Village shall so notify the Commission with reasonable promptness upon learning of any such situation, and the Commission shall require its contractor to promptly respond with all appropriate measures. In the case of an emergency requiring an immediate response, or if the Contractor or the Commission fail to properly respond with appropriate measures, the Village may, after notice to the Commission, initiate and complete reasonable safety measures, the reasonable costs of which shall be reimbursed to the Village by the Commission.

7. The Commission's contract documents shall require that once construction operations begin in the Village, the Contractor shall continuously and expeditiously perform all work, including concurrent restoration work, until the BTP is complete. The Contractor shall provide an asphalt pavement patch over the completed water main work no less than on an every other week basis to keep open as many Central Avenue lanes as possible for vehicular traffic.

8. The Commission's contract documents will require the Contractor to properly secure any open trench, hole, exposed excavation, equipment, and supplies at the end of each working day. This will include, but not be limited to, installing fencing and barricades around any open trench, hole, exposed excavation and equipment.

9. The Commission's contract documents will require the Contractor to take positive measures to control dust including, but not limited to, reasonably periodic street sweeping, watering, and cleaning.

10. The Commission's representative will keep the Village's staff informed of the status of the work on a regular basis and will, upon the request of the Village, meet with Village staff at mutually convenient times. The Commission's representative shall provide a written update to the Village concerning the progress, upcoming schedule, and other issues twice each month. The detail in the written report shall be adequate enough to permit the Village to use the updates to inform Village residents and businesses about the status and progress of the BTP.

11. The Village agrees to allow the Commission and its Contractor to construct the BTP between 8:00 a.m. and 4:30 p.m. on Mondays through Saturdays to the extent the Commission and its Contractor deem necessary. The Contractor will be permitted, on work days only, beginning at 7:30 a.m. to stage work in preparation of construction.

12. At least one lane of traffic shall be kept open, at all times, during the construction work hours of 8:00 a.m. to 4:30 p.m. Additionally, at least a two-way traffic pattern shall be maintained all other times.

13. The Commission shall designate a resident engineer for the project to serve as the primary point of contact for the Village. The resident engineer shall be responsible for observing the Contractor's day-to-day work for compliance with the terms of the plans and specifications and this agreement. The Village's primary point of contact shall be its Director of Public Works or his designee.

14. To accommodate the Village's Central Avenue resurfacing project, the construction of the Main through the Route shall achieve substantial completion no later than July 15, 2018. Substantial Completion shall mean that the watermain is installed, tested and approved and pavement patched. However Substantial Completion shall not include all landscaping being restored, work outside the right-of-way and immediate ingress and egress to the right-of-way or finalization of punch list items. The Commission shall notify the Village thirty (30) days prior to the BTP work commencing.

15. The parties agree that time is of the essence in the completion of the BTP in order that the Village be able to timely proceed with its Village Work. The parties also agree that the assessment of damages the Village would suffer as a result of the delay are difficult to calculate but can be reasonably estimated. Based upon that estimation, the Commission agrees to pay the Village Five-Hundred dollars (\$500.00) per day, exclusive of Events of *Force Majeure*, for each working day, after July 15, 2018 until the Commission's Contractor achieves Substantial Completion as defined in paragraph 14 above. The Commission shall inform the Village of the date it concludes its Contractor has achieved Substantial Completion. Events of *Force Majeure* are defined hereunder as an event of delay in the construction beyond the reasonable control of the

Commission's Contractor resulting from: (a) conduct or lack of conduct by the Village or its consultants, representatives, officers, agents or employees; (b) extraordinary conditions of weather for the area and time of year with the understanding that the completion time contemplated by this contract anticipates a certain number of lost days due to normal weather conditions, therefore only unusual or extreme weather conditions for the time of year will be considered as justification for a delay in completion of the work; (c) war, national conflicts, terrorist acts or priorities arising therefrom, including restrictions of the ability to procure critical materials; (d) natural disaster; (e) epidemics; (f) strikes or other labor disruptions extending in duration more than five calendar days; or (g) material delivery delay caused by strikes, lockouts or freight embargoes.

C. Post-Construction

16. The Commission's contract documents will require the Contractor to provide a one (1) year guarantee of all work within the Village beginning upon final completion of the work under that contract. If the Commission's contractor fails to meet its guarantee of work within the Village, upon notice by the Village to the Commission, the Commission shall itself make the necessary corrections as set forth in Section 3.4 of the General Conditions of Attachment A.

17. Within 90 days of final completion of that portion of the BTP in the Village the Commission will provide the Village with, "as built record drawings" of its construction within the Village.

18. The Commission shall continue to make repairs of all damage or subsidence due to the installation of the Main for five (5) years following the expiration of the contractor's guarantee.

19. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the Main, the Commission shall give the Village a reasonable notice of its intention to commence such repairs or other work, except in cases of emergency, where it will provide the Village notice as is reasonable under the

circumstances. All areas damaged due to the performance of such repairs or other work will be restored to their original condition or better at the Commission's sole cost and expense.

II.

PAYMENTS

20. The Village intends to repair the roadway along the Route (the "Village Work"). The Village will cause bids for the Village Work on the Route to be obtained pursuant to the Illinois Municipal Code on or before May 1, 2018. The Village shall require that all such bids include a separate square yard cost to perform grinding and overlayment of the asphalt pavement on the Route. The Commission shall reimburse the Village, based upon the square yard ~~foot~~ bid cost, for that portion of the Village Work equal to a 10-foot width of grinding and overlayment of the asphalt pavement on the Route as set forth on the drawing attached hereto and incorporated herein as Attachment B (the "Grinding and Overlayment Section").

21. The Commission will pay the Village its portion only of the increased percentage of CARP construction costs attributable to the Village's agreement to delay commencement of CARP due to the BTP, less any costs attributable to the Grinding and Overlayment Section. The amount shall be ascertained by comparing construction costs as set forth in the "Engineering News Record Construction Cost Index", as of August 1st 2017, to the construction costs as set forth in the "Engineering News Record Construction Costs Index as of August 1st 2018". If the cost is lower, the Village shall not owe the Commission the difference. Payment shall be made to the Village within 45 days of invoice, or the Village and Commission's engineers agreement regarding the amount owed: whichever is later.

22. If the 75% federal/25% local shared cost Surface Transportation Program ("STP") funding amount for the CARP is reduced or eliminated because of the delay caused by the BTP to the commencement of the CARP, the Commission shall pay the Village the additional costs of the

CARP that must be paid by the Village due to said reduction or elimination. However, in no event shall the Commission be liable for more than an amount equal to 5% of the total CARP cost. The party's agree that CARP was originally intended to commence August 1, 2017. Payment shall be made to the Village within 45 days of its invoice.

III.

PERMITS AND APPROVALS

This Agreement shall constitute and stand in place of all Village permits required by or useful to the Commission or its contractor to construct and install the Main within the Village, and the Village hereby agrees to execute any and all additional documents, approvals, waivers or consents, if any, that may be necessary, and not prohibited by law or contract, in order for the Commission to secure any permits required from any county, state or federal agency, or that may be necessary, and not prohibited by law or contract, to cause relocation of public utility facilities for or in connection with any and all work to be done by or on behalf of the Commission within the boundaries of the Village.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, on the date first written above, for their mutual benefit and not for the benefit of any third party.

VILLAGE OF ROSELLE

ATTEST:

By: _____

Its: _____

DUPAGE WATER COMMISSION

ATTEST:

By: _____

Its: _____

ATTACHMENT A
COMMISSION CONTRACT DOCUMENTS
(please see Executive Session)

ATTACHMENT B

CONSTRUCTION REIMBURSEMENT AREA DRAWING

(please see Executive Session)