



# DuPage Water Commission

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

**NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED MARCH 2006 ENGINEERING COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 12:00 P.M. ON MONDAY, MARCH 20, 2006, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED MARCH 2006 REGULAR ENGINEERING COMMITTEE MEETING IS AS FOLLOWS:**

**AGENDA**  
**ENGINEERING COMMITTEE**  
**MONDAY, MARCH 20, 2006**  
**12:00P.M.**

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

**COMMITTEE MEMBERS**

G. Wilcox, Chair  
R. Benson  
W. Mueller  
R. Ferraro

- I. Roll Call
- II. Approval of Minutes for Committee Meeting of August 11, 2005

**RECOMMENDED MOTION: To approve the Minutes of the August 11, 2005 Engineering Committee meeting.**

- III. Report of Status of Construction/Operations
- IV. Resolution No. R-9-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Cathodic Protection Management, Inc. at the March 20, 2006, DuPage Water Commission Meeting

**RECOMMENDED MOTION: To recommend to the Commission approval of Resolution No. R-9-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Cathodic Protection Management, Inc. at the March 20, 2006, DuPage Water Commission Meeting during the Super/Special Majority Omnibus Vote Agenda.**

- V. Resolution No. R-10-06: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Hydrodynamic Mixing System for Tank Site No. 4 East (Contract SS-5/06)

**RECOMMENDED MOTION: To recommend to the Commission approval of Resolution No. R-10-06: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Hydrodynamic Mixing System for Tank**

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.

**Site No. 4 East (Contract SS-5/06) during the Majority Omnibus Vote Agenda.**

- VI. Resolution No. R-11-06: A Resolution Approving a First Amendment to Task Order No. 2 under the Master Contract with Cathodic Protection Management, Inc.

**RECOMMENDED MOTION: To recommend to the Commission approval of Resolution No. R-11-06: A Resolution Approving a First Amendment to Task Order No. 2 under the Master Contract with Cathodic Protection Management, Inc. during the Super/Special Majority Omnibus Vote Agenda.**

- VII. Partial Pay Requests

- QRE2-002A (Electrical Quick Response Contract): Repair & Secure Electrical Service Entrances **\$9,103.22**

- VIII. Value Engineering Request for Proposals

- IX. FY 2006-2006 Capital Improvement Plan

A. Material and Equipment Storage Facilities

B. Garage/Office Building

C. 30 Million-Gallon Reservoir

- X. Presentation by Rossi Contractors Regarding Additional Costs Associated with Contract TIB-1

- XI. Executive Session

**RECOMMENDED MOTION: To go into Executive Session to discuss pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).**

**RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).**

- XII. Adjournment

**MINUTES OF A MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON AUGUST 11, 2005  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order at 7:06 P.M.

Committee members in attendance: R. Benson, W. Mueller, G. Wilcox and M. Vondra Ex Officio.

Committee members absent: R. Ferraro

Also in attendance: T. McGhee, C. Bostick, John Schori, and F. Frelka

Commissioner Mueller moved to approve the Minutes of the July 14, 2005 Engineering Committee. Motion seconded by Commissioner Benson and passed unanimously as follows:

Aye: R. Benson, W. Mueller, and G. Wilcox  
Nay: None  
Absent: R. Ferraro

Commissioner Benson requested that the monthly water level in USGS of Lake Michigan be included in the Status of Operations Report.

Commissioner Benson moved to recommend to the Commission approval of Resolution No. R-47-05: A Resolution Approving and Ratifying Certain Work Authorizations Orders Under Quick Response Contract QR-6/02 at the August 11, 2005, DuPage Water Commission Meeting during the Super/Special Omnibus Vote Agenda. Motion seconded by Commissioner Mueller and passed unanimously as follows:

Aye: R. Benson, W. Mueller, and G. Wilcox  
Nay: None  
Absent: R. Ferraro

Commissioner Mueller moved to recommend to the Commission approval of Resolution No. R-48-05: A Resolution Approving and Ratifying Certain Contract Change Orders at the August 11, 2005, DuPage Water Commission Meeting during the Super/Special Omnibus Vote Agenda. Motion seconded by Commissioner Benson. Commissioner Benson inquired as to why Change Order No. 17, the final balancing change order for Contract BOV-1/02, was for such a large credit. Staff informed the Commissioner that the contractor was able to repair some of the valves with minimum excavation and was able to work through a mild winter. The motion passed unanimously as follows:

## Minutes 08/11/05 Engineering Meeting

Aye: R. Benson, W. Mueller, and G. Wilcox  
Nay: None  
Absent: R. Ferraro

Commissioner Benson moved to recommend to the Commission approval of Resolution No. R-49-05: A Resolution Awarding Quick Response Contract (QR-7/05) during the Super/Special Omnibus Vote Agenda. Motion seconded by Commissioner Mueller and passed unanimously as follows:

Aye: R. Benson, W. Mueller, and G. Wilcox  
Nay: None  
Absent: R. Ferraro

Commissioner Benson asked if there were any problems with any of the work currently being performed by the Commission. Staff informed him that all work was progressing with no problems.

Mary Dickson, Attorney for the Bensenville Park District, along with other Bensenville Park District representatives attended the meeting to request the Commission's assistance in procuring an alternative source of supply of water for the White Pines Golf Course. The Park District representatives expressed their preference for becoming the first retail customer of the Commission without a Subsequent Customer Contract. The Committee will recommend to the Commission that staff be directed to investigate all options available to the Commission for supplying water to the golf course, including retail sales with or without a Subsequent Customer Contract and wheeling water to the Park District through the Village of Bensenville.

Commissioner Benson moved to adjourn the meeting at 7:28 P.M. Motion seconded by Commissioner Mueller and unanimously approved by voice vote.

All voted aye. Motion carried.

BOARD/MINUTES/ENG0508.doc



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin General Manager

FROM: Terry McGhee Operations Supervisor  
Ed Kazmierczak Pipeline Supervisor  
Chris Bostick Facilities Construction Supervisor  
John Schori Instrumentation Supervisor  
Frank Frelka GIS Coordinator

DATE: March 10, 2006

SUBJECT: Status of Operations

### **Operations Overview**

The Commission's sales for the month of February were a total of 2.04 billion gallons. This represents an average day demand of 72.9 million gallons per day (MGD), which is lower than the February 2005 average day demand of 73.9 MGD. The maximum day demand was 76.6 MGD on February 21, 2006, which is higher than the February 2005 maximum day demand of 76.3 MGD. The minimum day flow was 70.5 MGD. The Commission recorded a total precipitation for the month of February of 1.17 inches compared to 1.33 inches for February 2005. The level of Lake Michigan for February 2006 is 577.1 (Feet IGLD 1985) compared to 577.8 (Feet IGLD 1985) for February of 2005.

### **Operations Construction Overview**

#### **Contract PSD-6 Reservoir Addition**

Division A – Equipment and Material Storage: On hold until determination of size and type of structure (if any) to be added for Pipe Storage.

Division B – Cadwell Avenue Re-alignment: Staff is reviewing the documents before sending them to Elmhurst, York Township and all utilities for final review and comment.

#### **Contract PSD-7 DPPS Electrical Generation**

Staff is preparing an RFP for a Value Engineering review of the 30% design of the DuPage electrical generation project.

The Commission is entering into an agreement with Greeley & Hansen to perform a feasibility study for electrical generation at the Lexington Pumping Station.

#### Pipe Loop Pilot Plant

The initial results of the study are expected in the first quarter of 2006.

#### Tank # 4 Mixing System

Consoer Townsend Envirodyne is currently preparing the documents required to put the project out for bid. This item appears on the agenda as R-10-06.

#### Back-up Telemetry

Staff is currently reviewing submittals.

#### **GIS**

Datastream's 7i Maintenance Management Program was installed and preparations are being made to convert the data from the MP2 program to the 7i program. A Datastream project manager will be on-site to coordinate this conversion while providing staff training which will enable staff to productively use the program. This project will begin within the next few weeks.

Work continues on the system map to improve accuracy. A link has been established between the GIS map and the MP2 maintenance data which will facilitate implementation of the Datastream GIS module.

Other projects are underway to fill in the gaps in the GPS coverage and to add elevation data to the system map. Patrick Engineering will soon begin the process of designing a geodatabase that accurately models and identifies all the significant features of the pipeline system.

#### **Pipeline Construction Overview**

##### Contract TIB-1/03 Inner Belt Transmission Main

Main is in service. Roadway restoration has been completed. Work on other restoration and contract related items continues.

Lost Time Accidents to Date 03/10/06      0 Days

Contract CP-3 Corrosion Identification and Assessment

All field work under this contract has been completed.

Lost Time Accidents to Date: 03/10/06     0 Days

Contract BOV-2/04 90" Blow Off Valve Improvements

Work is in progress. To date, the contractor has repaired 5 existing valves. Permanent restoration at these sites will begin as soon as weather conditions permit.

Lost Time Accidents to Date: 03/10/06     0 Days

The following are attachments to this memorandum:

1. DuPage Laboratory Bench Sheets for February, 2006
2. Water Sales Analysis 01-May-03 to 31-February-06
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

Operations\Memorandums\Status of Operations 060310.doc

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
 MONTHLY REPORT FOR FEBRUARY 2006

## LEXINGTON SUPPLY

## DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride mg/l	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.77	0.10	0.42	0.77	0.09	40	7.5	1.1	0.45	0	MR
2	0.78	0.10	0.42	0.77	0.09	41	7.5	1.0	0.45	0	MR
3	0.77	0.11	0.42	0.76	0.10	40	7.6	1.1	0.45	0	MR
4	0.77	0.10	0.43	0.76	0.10	40	7.6	1.0	0.45	0	MR
5	0.78	0.11	0.44	0.76	0.10	40	7.6	1.1	0.42	0	KD
6	0.79	0.11	0.41	0.77	0.08	40	7.6	1.0	0.42	0	KD
7	0.76	0.10	0.41	0.77	0.08	41	7.6	1.0	0.42	0	KD
8	0.77	0.10	0.41	0.76	0.08	41	7.6	1.0	0.45	0	KD
9	0.77	0.10	0.43	0.76	0.09	41	7.6	1.1	0.43	0	TG
10	0.77	0.10	0.42	0.76	0.09	41	7.5	1.1	0.41	0	TG
11	0.79	0.11	0.43	0.78	0.10	41	7.6	1.1	0.41	0	TG
12	0.79	0.10	0.42	0.77	0.10	41	7.6	1.1	0.44	0	TG
13	0.79	0.11	0.41	0.78	0.10	42	7.5	1.0	0.43	0	KD
14	0.77	0.11	0.42	0.78	0.10	42	7.5	1.0	0.46	0	KD
15	0.77	0.09	0.41	0.78	0.09	42	7.5	1.0	0.43	0	KD
16	0.76	0.08	0.41	0.77	0.08	42	7.5	1.0	0.43	0	KD
17	0.76	0.09	0.41	0.76	0.08	42	7.5	1.1	0.43	0	TG
18	0.76	0.09	0.42	0.76	0.08	42	7.6	1.1	0.43	0	TG
19	0.78	0.10	0.43	0.76	0.08	41	7.5	1.0	0.45	0	TG
20	0.76	0.10	0.43	0.77	0.08	41	7.5	1.0	0.41	0	TG
21	0.77	0.10	0.43	0.79	0.09	41	7.6	1.1	0.41	0	KD
22	0.78	0.10	0.45	0.77	0.09	41	7.6	1.1	0.43	0	KD
23	0.77	0.10	0.45	0.79	0.10	41	7.6	1.1	0.42	0	KD
24	0.76	0.09	0.41	0.79	0.10	40	7.6	1.1	0.42	0	KD
25	0.77	0.09	0.41	0.76	0.10	40	7.6	1.1	0.43	0	TG
26	0.76	0.11	0.41	0.76	0.10	41	7.5	1.1	0.41	0	TG
27	0.79	0.11	0.41	0.76	0.10	41	7.5	1.0	0.42	0	TG
28	0.78	0.11	0.45	0.78	0.09	41	7.6	1.0	0.45	0	TG
29											
30											
31											
AVG	0.77	0.10	0.42	0.77	0.09	41	7.6	1.1	0.43	0	
MAX	0.79	0.11	0.45	0.79	0.10	42	7.6	1.1	0.46	0	
MIN	0.76	0.08	0.41	0.76	0.08	40	7.5	1.0	0.41	0	



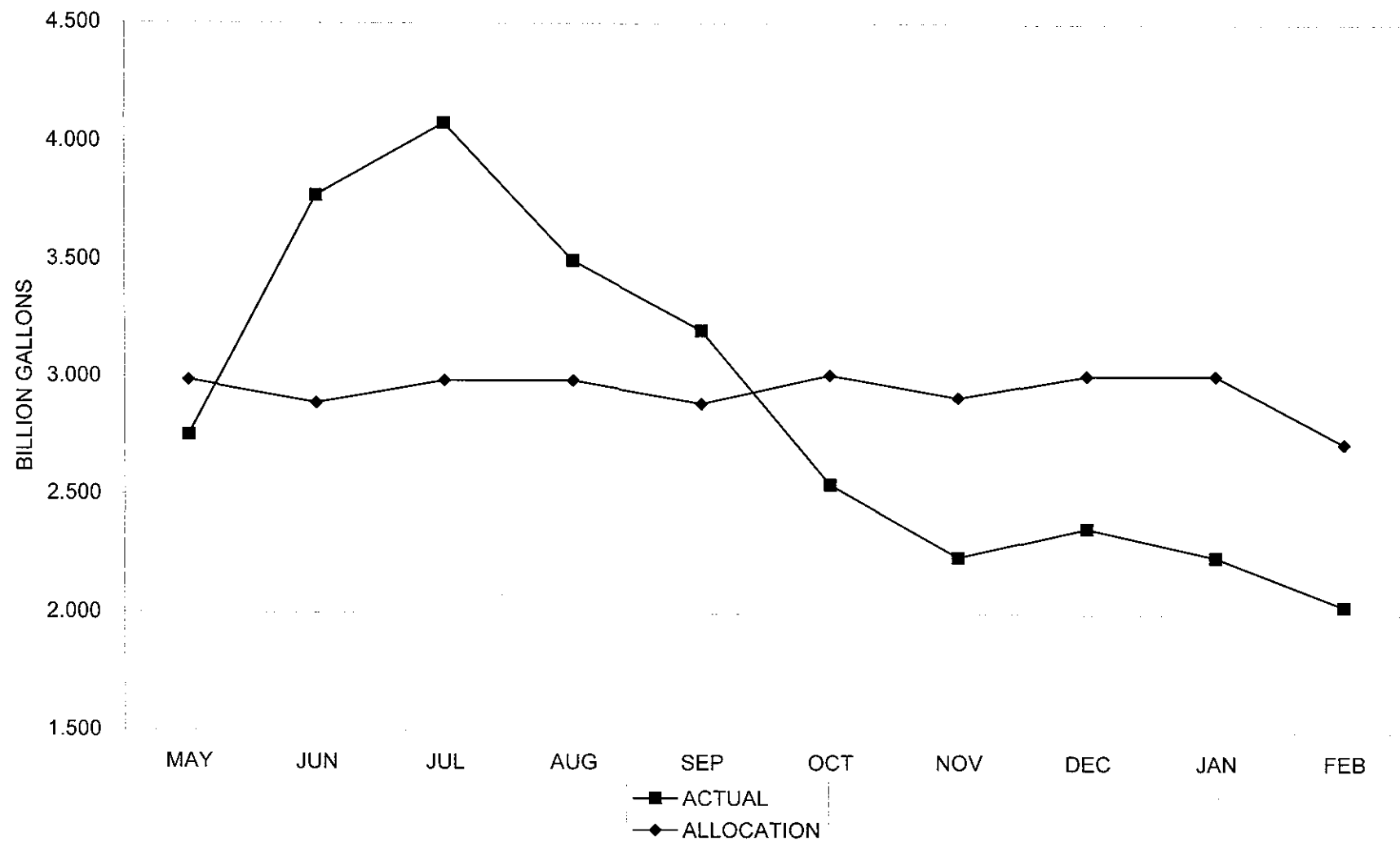
 Terrance McGhee  
 Operations Supervisor



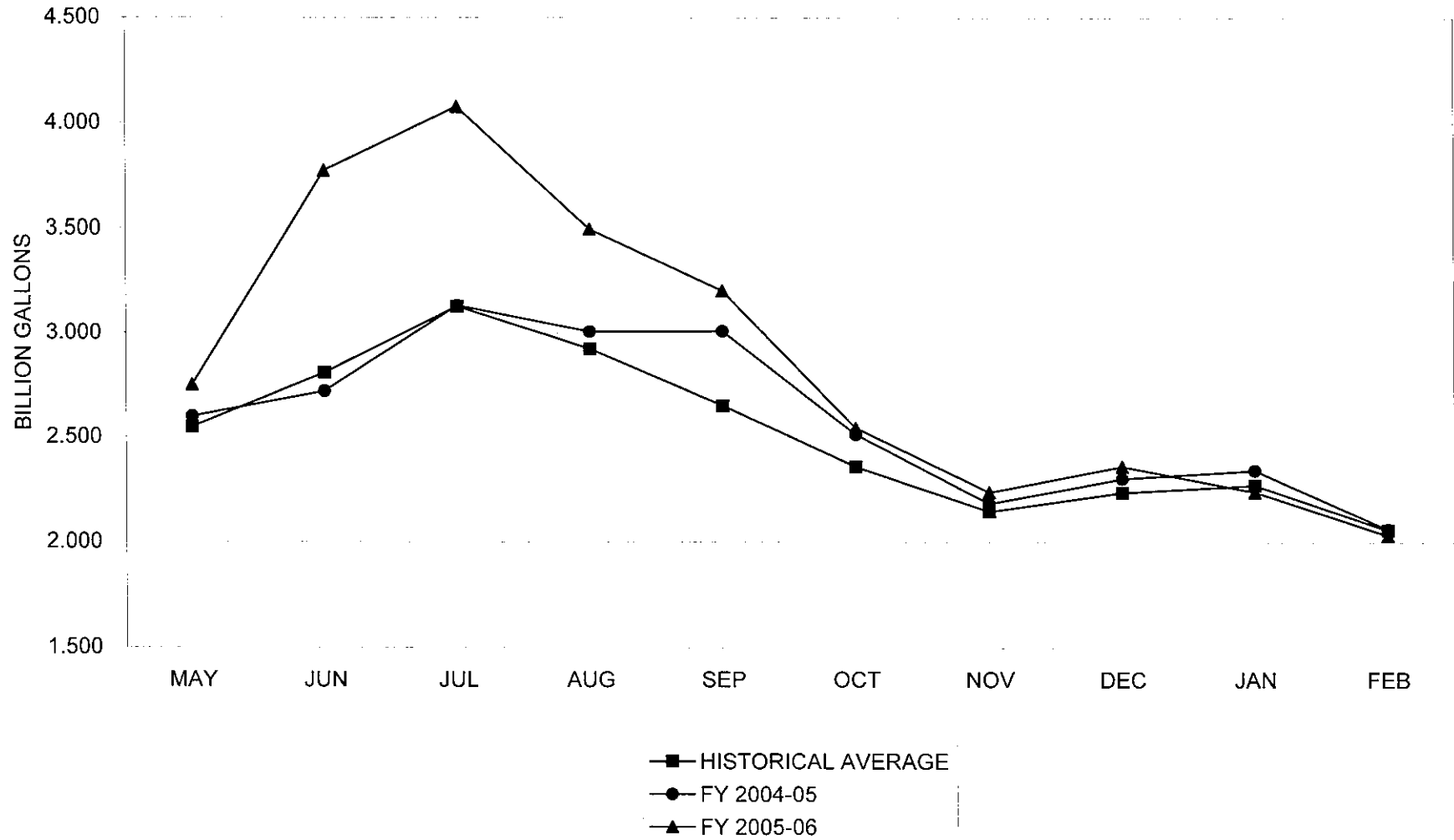
 Robert L. Martin  
 General Manager



**DU PAGE WATER COMMISSION SALES  
FY 2005-06 VS. ALLOCATION**



**DU PAGE WATER COMMISSION SALES  
FY 2005-06 & FY 2004-05 VS. HISTORICAL AVERAGE**



DU PAGE WATER COMMISSION

REPAIR & SECURE ELECTRICAL SERVICE ENTRANCES (QRE2-002A)

ACCT. # 60-6633

DIVANE BROS. ELECTRIC CO.

2424 NORTH 25TH AVENUE, P.O. BOX 937

FRANKLIN PARK, IL 60131-0937

	THU 09/08/05	MON 09/12/05	TUE 09/13/05	WED 09/28/05	FRI 12/02/05	HOURS UNITS	RATE	EXTENTION	FEE	AMOUNT
<b>LABOR</b>										
ELEC. FOREMAN (DEERING)	6.00	8.00	8.00	8.00		30.00	57.34	1,720.20		
ELEC. FOREMAN - OT (DEERING)	1.00					1.00	83.56	83.56		
ELEC. FOREMAN (CERBIN)	2.00				8.00	10.00	57.34	573.40		
ELEC. FOREMAN (MALONEY)		8.00	8.00			16.00	57.34	917.44		
ELEC. FOREMAN (KRONER)					8.00	8.00	57.34	458.72		
APPRENTICE (JORGENSEN)	6.00			8.00		14.00	44.16	618.24		
JOURNEYMAN - (OUSA)	6.00					6.00	54.64	327.84		
								<u>4,699.40</u>	40.00%	6,579.16
<b>SUPPLIES</b>										
DAILY WORK REPORT # 31769	255.08							255.08		
DAILY WORK REPORT # 32112		406.99						406.99		
DAILY WORK REPORT # 32113			547.72					547.72		
DAILY WORK REPORT # 31233				226.46				226.46		
DAILY WORK REPORT # 31226					226.46			226.46		
								<u>1,662.71</u>	15.00%	1,912.12
<b>EQUIPMENT</b>										
TRUCK # 323	6.00	8.00	8.00	8.00		30.00	9.40	282.00		
TRUCK # 280		8.00	8.00		8.00	24.00	9.40	225.60		
TRUCK # 200					8.00	8.00	9.40	75.20		
								<u>582.80</u>	5.00%	611.94
										<u>9,103.22</u>

CONFIRMED

BY: fw8 DATE: 3/10/06  
 ACCT #: 60-6633 AMT: 9,103.22  
 ACCT #: \_\_\_\_\_ AMT: \_\_\_\_\_  
 APPROVED: [Signature]



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Vondra and Commissioners

FROM: Robert L. Martin, P.E. *RLM*  
General Manager

DATE: March 7, 2006

SUBJECT: Value Engineering  
Request for Proposals

Attached is a draft copy of the Value Engineering Request for Proposals per the direction of the Board at the Special Commission Meeting held on February 9, 2006.

H:\Construction\Value Engineering for Generators\Memo to Board 060307.doc



# **DuPage Water Commission**

## **Request for Proposals**

**ENGINEERING SERVICES FOR  
VALUE ENGINEERING EVALUATION FOR  
DESIGN OF ELECTRICAL GENERATION SYSTEMS  
FOR THE DuPAGE AND LEXINGTON  
PUMPING STATIONS**

**DEADLINE FOR SUBMITTAL:** XXXX, XX 2006, 1:00 PM

**POINT OF CONTACT:**

Robert L. Martin, P.E.  
General Manager  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642  
(630) 834-0100  
martin@dpwc.org

## Request for Proposals

### INTRODUCTION

The DuPage Water Commission (the "Commission") is a unit of local government existing and operating under the State of Illinois Water Commission Act of 1985. The Commission is responsible for the financing, construction, acquisition, and operation of a water supply system to serve its customers in DuPage County, Illinois. DuPage County covers an area of approximately 332 square miles. The City of Chicago ("the City") is also a unit of local government incorporated on March 4, 1837.

### PROJECT DESCRIPTION

The Commission purchases water from the City, where the water is delivered via the City's tunnel system to the Lexington Pumping Station (LPS), located within the limits of the City. Water is pumped from the LPS directly to the DuPage Pumping Station (DPPS), located in Elmhurst.

The DPPS is the main pumping station for the water supply to twenty-five (25) municipalities, one federal institution, and one public utility with seven (7) service areas, serving a combined population of approximately 700,000. The LPS is operated by the City of Chicago, Department of Water Management. The DPPS is owned and operated by the DuPage Water Commission.

The Commission has contracted with an engineering firm to design the DPPS back-up electrical generation facility which includes additional administrative offices, spare equipment storage and vehicle garage space. The design is currently at the 30% completion level. The electrical generation facility for the LPS is currently in the engineering evaluation phase of the design process by another engineering firm.

The Commission is soliciting proposals from qualified engineering firms with experience in Value Engineering (VE) of electrical generation facilities and space needs for a public works environment.

The objectives of the study are;

- To identify and evaluate potential project alternatives and improvements that would increase reliability of the pumping station operations.
- To identify potential changes to the two project designs to better accomplish the essential functions of the projects for a lower capital cost.
- To identify cost savings in the projects without reducing reliability or performance

## Request for Proposals

- To improve the Commission's confidence in the effectiveness of the design
- To evaluate project constructability and operability
- To provide input into selected project decisions

### DuPage Pumping Station

- The engineering firm Camp, Dresser & McKee is at the 30% completion point of the design to provide power in the event of a loss of electrical service from any service line. The DPPS presently is served by three 13.5 KW electrical supply lines from the local electrical utility with two of the lines use at any time.

The design presently includes:

- An eight (8) megawatt generation facility comprised of four 2 megawatt diesel driven generators to provide electrical service to supply 2020 average day demand, estimated at 108 MGD
- Demolition of a six bay public works garage to provide space for the new generators on the site with limited available space
- Construction of two story public works garage with office space for pipeline, GIS and construction personnel. The building will include facilities for parts storage and training facilities

### Lexington Pumping Station

Greeley and Hansen has been authorized to begin the evaluation and preliminary design of installing backup electrical service.

- The LPS has eight 37 MGD split case centrifugal pumps and two 120 MGD split case centrifugal pumps.
- The LPS presently is served by four 13.5 KW electrical supply lines from the local electrical utility with two lines in use at any time.
- The project includes the design of a standby power system to provide power to supply 2020 average day demand in the event of a loss of electrical service from any service line.

## Request for Proposals

### DESCRIPTION OF SERVICES

Engineering services for the project will be divided into two phases, both of which are described as follows; Phase DPPS – the evaluation of facilities under design at the DPPS and; Phase LPS – the evaluation of facilities at the LPS when the percentage of completion reaches a level of approximately 35%, anticipated in calendar year 2007.

### QUALIFICATIONS

The availability of the ENGINEER to provide a SAVE- Certified Value Specialist will be a minimum requirement for selection. The experience of the ENGINEER with electrical generation design and construction projects and formal value engineering studies will be the major determining factor in the selection of the ENGINEER. In addition, the professional credentials of the ENGINEER'S proposed VE team leader and proposed VE team members, the project approach, demonstrated understanding of the Commission's needs as well as the Engineer's and the VE teams past performance as confirmed by previous clients will be part of the selection process.

### FORMAT OF THE PROPOSAL

The proposal should consist of the following:

1. Letter of transmittal
2. Detailed description of the engineering firm
3. Location of office where work will be performed
4. Project organization chart
5. Description of what portion of the work, if any, would be subcontracted
6. Resumes of individuals to be assigned to the project and their involvement in the project
7. Description of similar projects performed by the individuals that will be working on this project, including:
  - a. Client's name
  - b. Phone number
  - c. Contact person



## Request for Proposals

- d. Description of project
  - e. Date of contracted period
8. Time line showing major milestones and time necessary to complete the project

Proposals should be limited to thirty double-sided pages, i.e. total of sixty pages. Text shall not be smaller than 12-point size.

### SUBMISSION OF THE PROPOSAL

Five copies of the proposal shall be submitted to DuPage Water Commission at:

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

Attention: Robert L. Martin, P.E.  
General Manager

Proposals must be submitted by time and date on the cover page of this Request for Proposals.

### EVALUATION OF PROPOSALS

A selection committee composed of Commission personnel shall evaluate proposals received from prospective firms. Proposals shall be initially evaluated on the basis of:

1. Previous experience in the value engineering evaluation and design of electrical generation facilities
2. Ability to meet time requirements

Not more than three firms will be selected to make a presentation based upon the Commission's initial evaluation of the proposals received. Based on the presentations given and those factors identified above for the initial evaluation phase, the Commission will rank the presenting firms in order of the most favorable, second most favorable, and third most favorable candidate. Once the presenting firms have been ranked by the Commission, negotiations with the most favorably ranked candidate will begin relative to scope, services, compensation, schedule, and attached contract terms. If a satisfactory agreement is not reached with the most favorably ranked candidate, the Commission

## Request for Proposals

will commence negotiations with the second most favorably ranked candidate, and so on, until a satisfactory agreement is negotiated.

DRAFT

**THIS SHOULD NOT BE PART OF RFP:**

**PUBLIC NOTICE**

The DuPage Water Commission is seeking proposals from qualified engineering firms for the value engineering of design of two separate electrical generation facilities which include: additional administrative offices, spare equipment storage and vehicle garage space. Interested firms should contact the Commission, 600 East Butterfield Road, Elmhurst, IL 60126, 630-834-0100 for a Request for Proposals document. Proposals are due by 1:00 PM, MMM DD, 2006, at the Commission's office listed above.

DRAFT

**CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
*[NAME OF CONSULTANT]*  
FOR  
ENGINEERING SERVICES FOR  
VALUE ENGINEERING EVALUATION FOR  
DESIGN OF ELECTRICAL GENERATION SYSTEMS  
FOR THE DuPAGE AND LEXINGTON  
PUMPING STATIONS**

**CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND**

**[NAME OF CONSULTANT]**

**FOR**

**ENGINEERING SERVICES FOR VALUE ENGINEERING EVALUATION FOR  
DESIGN OF ELECTRICAL GENERATION SYSTEMS FOR THE DuPAGE AND  
LEXINGTON PUMPING STATIONS**

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

**ATTACHMENT B** - Scope of Services

**ATTACHMENT C** - Submittal Schedule

**ATTACHMENT D** - Special Project Requirements

**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**[NAME OF CONSULTANT]**

**FOR**  
**ENGINEERING SERVICES FOR VALUE ENGINEERING EVALUATION FOR**  
**DESIGN OF ELECTRICAL GENERATION SYSTEMS FOR THE DUPAGE AND**  
**LEXINGTON PUMPING STATIONS**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and **[NAME AND ADDRESS OF CONSULTANT]**, a **[FORM OF ORGANIZATION]** ("Consultant"), make this Contract as of [ ] day of **[MONTH]**, 20\_\_\_\_, and hereby agree as follows:

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

**1.1 Performance of the Services**

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

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

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

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

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

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

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



## **1.6 Time**

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

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

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

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

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

## **1.8 Owner's Responsibilities**

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

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

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

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of

overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

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

### **2.1 Changes**

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

### **2.2 Delays**

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

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

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction,

instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

### **ARTICLE III**

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

##### **3.1 Warranty of Services**

A. Scope of Warranty. Consultant warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

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

##### **3.2 Corrections**

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

##### **3.3 Risk of Loss**

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding

any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

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

### **4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no 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 Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

### **4.2 Indemnification**

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services 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 Consultant, except to the extent caused by the sole negligence of Owner.

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

### **5.1 Contract Price**

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

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

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

## **5.3 Progress Payments**

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

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

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

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting there from all charges against

Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

## **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

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

## **ARTICLE VI**

### **REMEDIES**

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

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

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

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

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



## **ARTICLE VII**

### **LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

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

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

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

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

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

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

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

#### **7.6 No Waiver**

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

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

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

#### **7.8 Notices**

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

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: Robert L. Martin, P.E., General Manager

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

[NAME OF CONSULTANT]  
[ADDRESS OF CONSULTANT]

Attention: [CONSULTANT'S CONTRACT SUPERVISOR]

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

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

#### **7.9 Governing Laws**

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

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

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

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

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

federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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

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

#### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

#### **7.13 Time**

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

#### **7.14 Severability**

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

### 7.15 Entire Agreement

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

### 7.16 Amendments

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

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

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

**[NAME OF OWNER'S EXECUTING OFFICER]**

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

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

**[TITLE OF OWNER'S EXECUTING OFFICER]**

Attest/Witness:

**[NAME OF CONSULTANT]**

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

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

**[NAME OF CONSULTANT'S EXECUTING OFFICER]**

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

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

**[TITLE OF CONSULTANT'S EXECUTING OFFICER]**

## ATTACHMENT A

### **SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

The Commission purchases water from the City, where the water is delivered via the City's tunnel system to the Lexington Pumping Station (LPS), located within the limits of the City, where the water is pumped directly to the DuPage Pumping Station (DPPS), located in Elmhurst.

The DPPS is the main pumping stations for the water supply to twenty-five (25) municipalities, one federal institution, and one public utility with seven (7) service areas, serving a combined population of approximately 700,000. The Lexington Pumping Station is owned and operated by the City of Chicago, Department of Water Management. The DuPage Pumping Station is owned and operated by the DuPage Water Commission.

The Commission is presently designing the DPPS back-up electrical generation facility which includes; additional administrative offices, spare equipment storage and vehicle garage space. The design is currently at the 30% complete level. The electrical generation facility for the LPS is currently in the engineering evaluation phase of the design process.

The Commission is soliciting proposals from qualified engineering firms with experience in Valuation Engineering (VE) of electrical generation facilities and space needs for a public works environment.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations:

**[IDENTIFY APPROVALS TO BE OBTAINED BY CONSULTANT]**

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **Completion Date:**

A. Phase I: 30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Phase II: 30 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit.

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

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

All employees shall be included as insureds.

C. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

6. **Contract Price:**

**SCHEDULE OF PRICES**

**LUMP SUM CONTRACT**

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

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

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

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

<u>Phase</u>	<u>Lump Sum</u>
Phase I	\$
Phase II	\$

7. **Payments:**

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

DRAFT



## ATTACHMENT B

### **SCOPE OF SERVICES**

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

1. Detailed Scope of Services to be determined by Owner and selected Consultants VE Project Team Leader.

ATTACHMENT C  
**SUBMITTAL SCHEDULE**  
**[TO BE DETERMINED]**

Submittal:

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Due Date:

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ATTACHMENT D

**SPECIAL PROJECT REQUIREMENTS**

**[TO BE DETERMINED]**

1. Key Project Personnel:

Name:

Telephone:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Security:

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

B. Background Investigations. Consultant personnel, including subcontractor personnel, that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)

- b. Education History
- c. Military Service
- d. Character and Reputation References
- e. Verification of Identity
- f. Fingerprints

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

- C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.
- D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.
- E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising there from.

3. [Other]