GLENBARD WASTEWATER AUTHORITY

Executive Oversight Committee Agenda

April 12, 2018 8:00 a.m.

Meeting will be held at the Glenbard Wastewater Plant 945 Bemis Rd, Glen Ellyn, IL

- 1. Call to Order
- Roll Call
- 3. Pledge of Allegiance
- 4. Public Comment
- 5. Consent Agenda The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

Motion the EOC to approve the following items including Payroll and Vouchers for the Month of March 2018 totaling \$396,184.08 (Trustee Enright).

- 5.1 Executive Oversight Committee Meeting Minutes: March 8, 2018 EOC Meeting
- 5.2 Vouchers Previously Reviewed by: March 2018 – Trustee Enright
- 6. Approval 2018 Facility Plan Agreement.

In November 2017 Authority staff developed and sent out a request for qualifications and technical proposals to our six shortlisted professional consulting firms for the 2018 Facility Plan. The due date for the proposals was February 28, 2018. The development of a new 10-year Facility Plan provides the opportunity to take a comprehensive look at the current and future needs of the Authority's treatment facilities.

The Authority received five sets of qualifications and technical proposals in response to the RFQ/RFP that was sent out, at which point staff performed an initial review, and narrowed it down to two firms to invite for formal interviews. A member of the TAC, as well as Authority staff, participated in the interviews, and after a process of evaluation and elimination selected Trotter & Associates, Inc. to perform the work. It is recommended the EOC award Trotter & Associates, Inc. the 2018 Facility Plan Services in the amount not to exceed \$88,300. This amount will be taken out of the designated

amount in CY2018 Approved Budget, Fund 40 Capital, for the Facility Plan, which is currently budgeted at \$150,000.

7. Approval of Facility Improvement Project Change Order No. 004

The Technical Advisory Committee (TAC) reviewed the documents and along with the Authority's legal consul, recommends approval of the proposed Facility Improvements Project Change Order No. 004 in the not to exceed amount of a \$294,571.47 being presented to the EOC. Due to the higher cost of this proposed change order, the Authority performed due diligence in vetting the costs, and ensuring they are accurate and justified. In addition to the Authority and its consultants investigating the costs, additional layers of support were utilized for this review, including a contract negotiator (Roger McCarron) and the Authority's legal consul. This change order is a request in which the majority of the equipment substantially affects the critical path of the project as identified in comments in the attached memo. The FIP project change order request is addressing a multitude of issues relative to mostly electrical aspects of the project. The change order will increase the overall project cost from \$17,500,573.66 to \$17,795,145.13.

8. Discussion

- 8.1 Facility Improvement Project Update
- 8.2 Pretreatment Ordinance Status Update
- 8.3 Project Engineer Status Update
- 9. Other Business
 - 9.1 Technical Advisory Committee Updates
 - 9.2 Pending Agenda Items
- 10. Next EOC Meeting The next regularly scheduled EOC Meeting is set for Thursday, May 10, 2018 at 8:00 a.m. in the Conference Room at the Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, IL 60137.

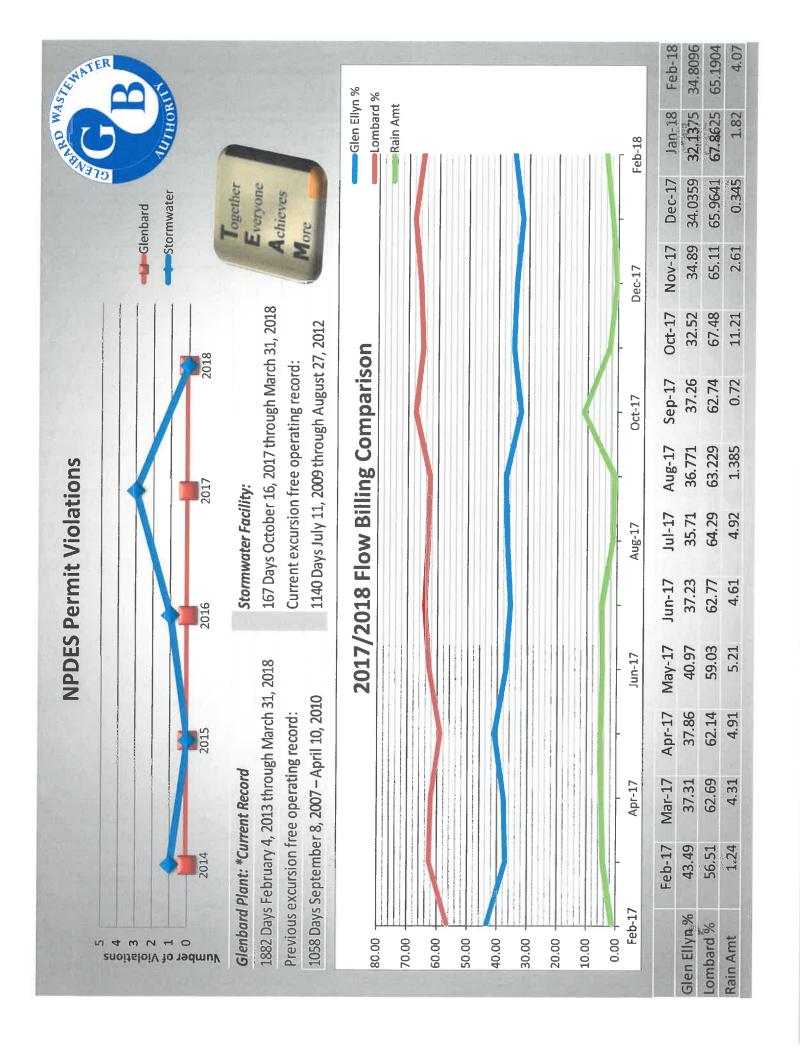


February 2018 Directors Report

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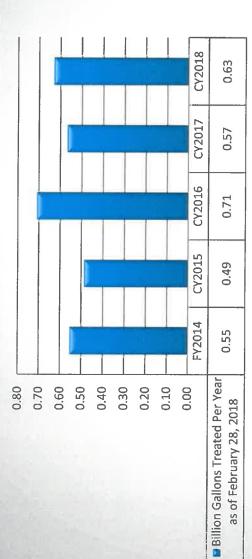
- Process Review
- Key Performance Indicators
- O&M Expense Reporting Not available this month
 - Capital Project Updates
- Environmental Resources Coordinator Report
- Annual Review of O&M Work Orders
- Combined Heat & Power Production &

Return On Investment Report

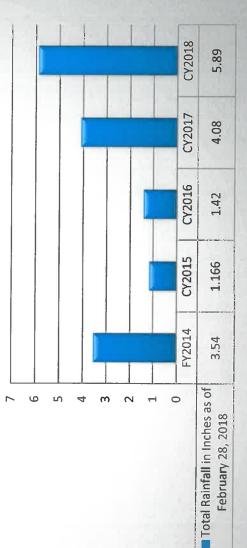




Billion Gallons Treated Per Year as of February 28, 2018



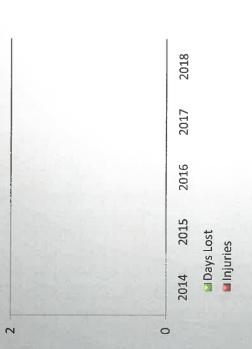
Total Rainfall in Inches as of February 28, 2018



The Authority Key Performance Indicators Regarding Safety and Neighborhood Impacts



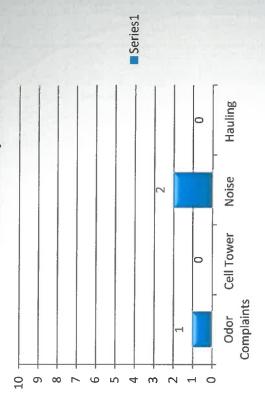
Injuries + Lost Time



2018	0	0
2017	0	0
2016	0	0
2015	0	0
2014	0	0
Years	Injuries	Days Lost



March 2018 Complaints



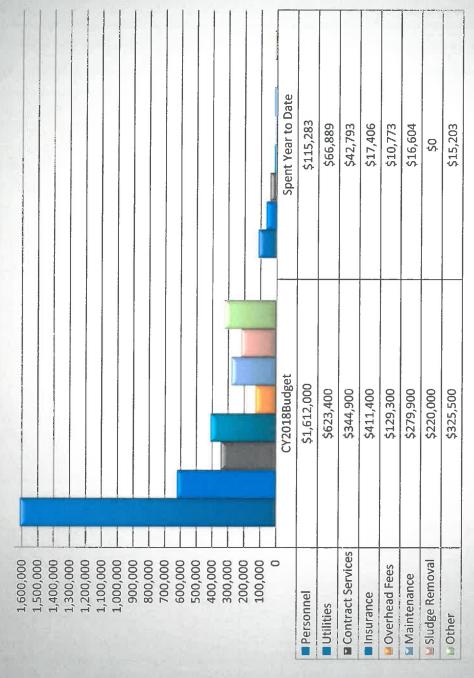
Annual Complaint Comparison

	2018	1	2	0	0
	2017	177	0	2	0
	2016	6	0	-	0
	2015	11	0	0	9
	2014	2	0	1	0
200 180 1120 1120 100 80 80 80 80 80 80 80 80 80 80 80 80 8		Odor Complaints	M Noise	Hauling	■ Property Notification

January O&M Expense \$ Reporting

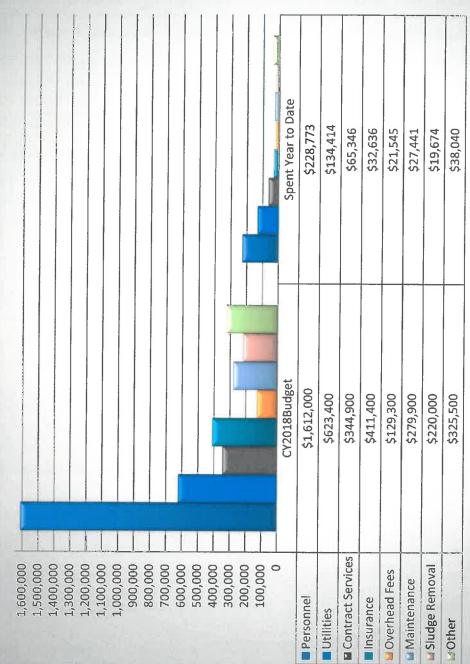
OR WATER

Together
Everyone
Achieves
More



	Personnel	Utilities	Utilities Contract Services	Chemicals	Insurance	Overhead Fees N	NaintenanceSlu	udge RemovalLi	quid Oxygen	Other
Y2018Budget	\$1,612,000	\$623,400	\$344,900	\$115,000	\$411,400	\$129,300 \$279,900 \$220.000 \$325.000 \$32,500	\$279,900	\$220,000	\$325,000	5325,500
Spent Year to										
	\$115,283	\$66,889	\$42,793	\$139	\$17,406	\$10,773	\$16,604	\$0	\$33,838	\$15,203
00	%8	%8		%8	%8	8%	%8	%8	%8	8%
	7.15%	10.73%	12.4	0.12%	4.23%	8.33%	5.93%	0.00%	10.41%	7

February O&M Expense \$ Reporting



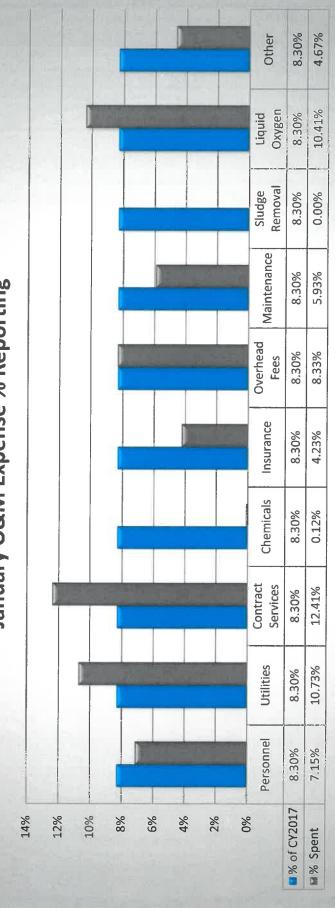
Together Everyone Achieves

More

THE PARTY OF THE P	Personnel	Utilities	Utilities Contract Services	Chemicals	Insurance	Overhead Fees N	NaintenanceSlu	udge RemovalLi	auid Oxvgen	Other
CY2018Budget	\$1,612,000	\$623,400	\$344,900	\$115,000	\$411,400	30 \$129.300 \$279.900 \$220.000 \$325.000 \$3	\$279.900	\$220.000	\$325,000	5325 500
Spent Year to									anniound.	north-on
Date	\$228,773	\$228,773 \$134,414	\$65,346	\$7,011	\$32,636			\$19.674	\$52.262	\$38.040
% of CY2018	17%	17%		17%	17%	17%	17%	17%	17%	170%
% Spent	14.19%	21.56%	18.	6.10%	7.93%			%768	16.08%	11 69%
							2000	0/150	0/00.01	77.03

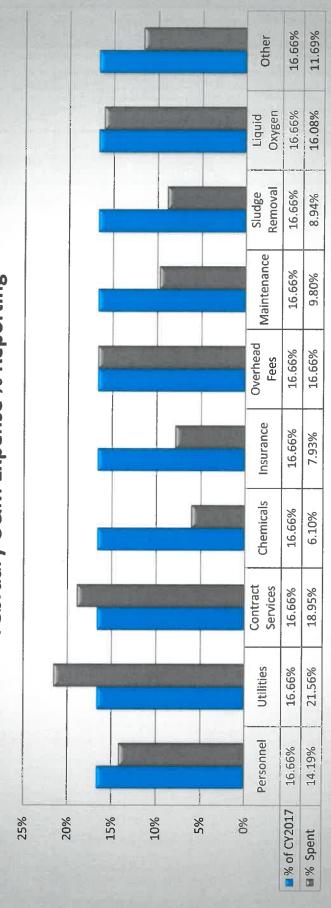


January O&M Expense % Reporting



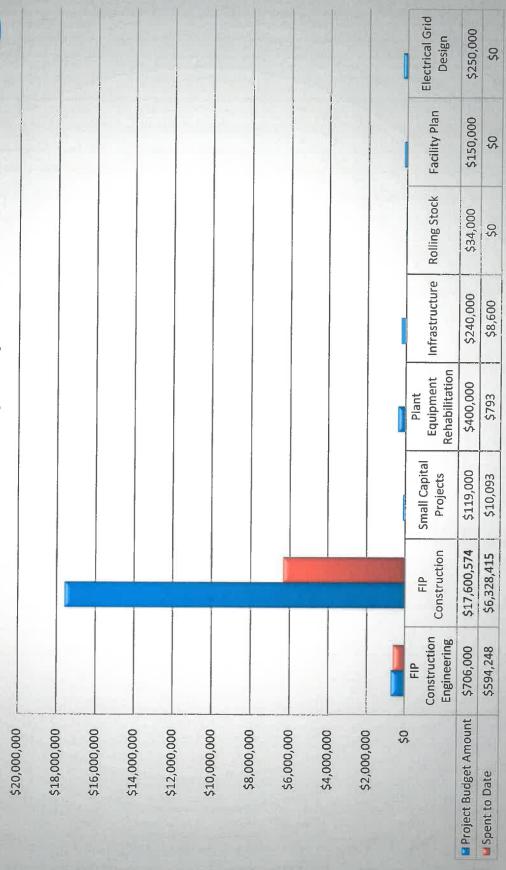


February O&M Expense % Reporting

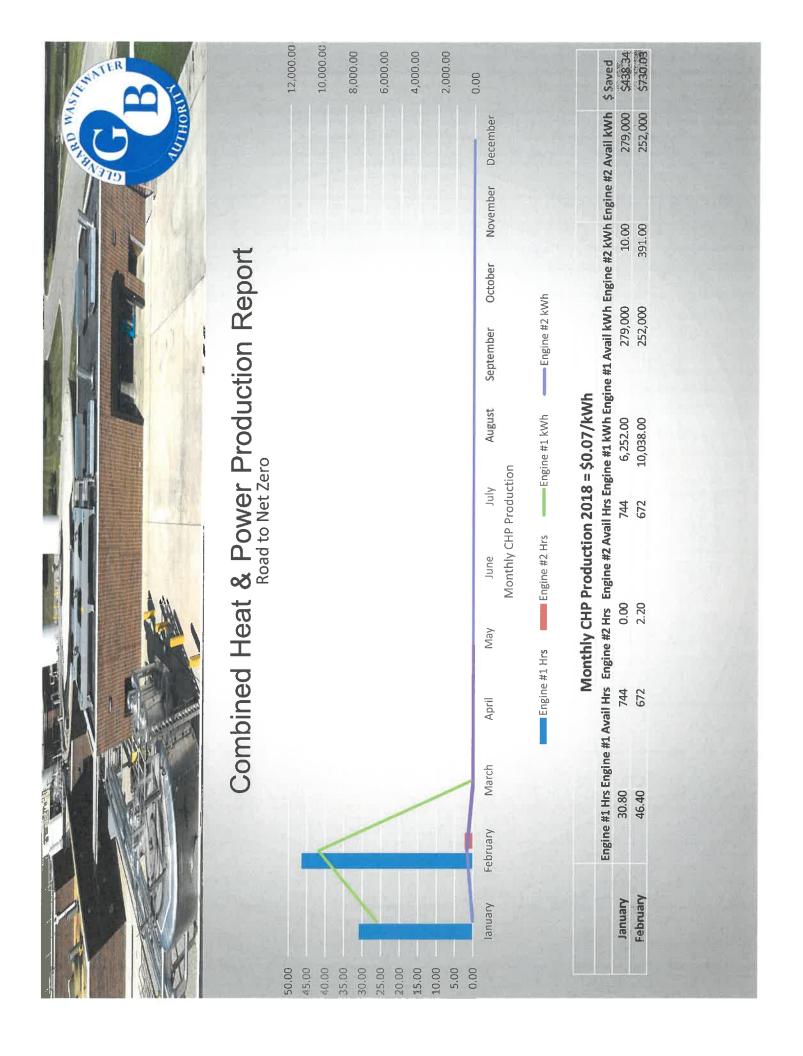




February 2018 Project Updates



Description	Project Budget Amount	Spent to Date	January Updates
FIP Construction Engineering	\$706,000	\$594,248	See Updated FIP Project Report in the EOC Packet
FIP Construction	\$17,600,574	\$6,328,415	See Updated FIP Project Report in the EOC Packet (Total Invoiced = \$7,850,241.15)
Small Capital Projects	\$119,000	\$10,093	Through February 28, 2018
Plant Equipment Rehabilitation	\$400,000	\$793	Through February 28, 2018
Infrastructure	\$240,000	\$8,600	Through February 28, 2018
Rolling Stock	\$34,000	\$0	Through February 28, 2018
Facility Plan	\$150,000	\$0	Through February 28, 2018
Electrical Grid Design	\$250,000	0\$	Through February 28, 2018





Return on Investment Monetary Breakdown

									MOLITOR	NE CONTRACTOR
		Grant Funding	HSW/FOG Gallons	HSW Tipping	Elec Energy Produced @	Additional NG Costs; Comp Previous	Maintenance		Target to meet 8.8 Year Repayment	Hit + or Miss-
Calendar Year 2017		DCEO/ICECF	Received	Fees	\$0.09/kWh	Years Month	Costs	Total + or -	Schedule	
January			270,253	\$13,512.65	\$35,121.96	(\$7,458.26)	(\$1,283,15)	\$39,893.20	\$37.061.44	27.924.76
February			319,906	\$15,995.30	\$25,186.50		(\$16,353.56)	\$23,952,59	1700	113 108 851
March			306,330	\$15,316.50	\$23,849.37	(\$2,433.50)	(\$7,015.48)	\$29,716.89		(7.344.55)
April			353,953	\$17,697.65	\$32,190.75	(\$3,031.14)	(\$995.00)	\$45,862.26		8.800.82
May			471,371	\$23,568.55	\$22,998.42	(\$3,542.00)	(\$710.44)	\$42,314.53		5.253.09
June		\$129,348.00		\$28,601.90	\$30,523.32	\$0.00	(\$1,444.40)	\$57,680.82	100	20,619.38
ylul		\$388,042.50	589,748	\$29,487.40	\$27,406.26	\$0.00	(\$19,703.00)	\$37,190.66		129.22
August			479,644	\$23,982.20	\$20,794.32	\$0.00	(\$31,500.00)	\$13,276.52		(23,784.92)
September			0		\$7,274.88	\$0.00	(\$895.00)	\$6,379.88		(30,681,56)
October			0	\$0.00	\$7,268.13	\$0.00	(\$1,950.43)	\$5,317.70		(31,743,74)
November			0	\$0.00	\$3,630.60	\$0.00	\$0.00	\$3,630,60		(33,430.84)
December			0	\$0.00	\$1,046.97	\$0.00	\$895.00	\$1,941.97		(35,119,47)
Annual Totals		\$517,390.50	3,363,243	\$168,162.15	\$237,291.48	(\$17,340.55)	(\$80,955.46)	\$307,157,62		
Repayment Balance	\$3,913,688.51									
Annual Payback on Investment	\$307,157.62		Sum of 2017						Average	ge 11 oo
Current neturn on investment in Years	12.7								1	3
						Target to meet 8.8				
	HSW/FOG Gallons Received	HSW Tipping Fees	Elec Energy Produced @	Maintenance	Total Los	Year Repayment	Hit + or Miss-			
Calendar Year 2018										
January	0	\$0.00	\$438.34	\$0.00	\$438.34	\$34,141,69	(33,703,35)			
February	0	\$0.00	\$730.03	\$0.00	\$730.03	\$34,141.69	(33,411.66)			
March	0	\$0.00	\$0.00		\$0.00		(34,141,69)			
April	0	\$0.00	\$0.00		\$0.00		(34,141.69)			
May	0	\$0.00	\$0.00	\$0.00	\$0.00	\$34,141.69	(34, 141.69)			
June	0	\$0.00	\$0.00		\$0.00	\$34,141.69	(34,141.69)			
Yluly	0	\$0.00	\$0.00	\$0.00	\$0.00	\$34,141.69	(34,141.69)			
August	0	\$0.00	\$0.00		\$0.00		(34,141.69)			
September	0	\$0.00	\$0.00		\$0.00	\$34,141.69	(34,141.69)			
October	0		\$0.00		\$0.00		(34,141,69)			
November	0		\$0.00		\$0.00	\$34,141.69	(34,141,69)			
December	0		\$0.00	\$0.00	\$0.00	\$34,141.69	(34,141,69)			
Annual Totals	0	\$0.00	\$1,168.37	\$0.00	\$1,168.37					
Repayment Balance Annual Payback on Investment	\$3,605,362.52		Average Cincolnegation	4000						
Current Return on Investment in Years	13.7		Date age Since	III.cebriori						

SECTION 5.0 CONSENT AGENDA

SECTION 5.1

MINUTES FROM THE MARCH 8, 2018 MEETING

GLENBARD WASTEWATER AUTHORITY

Executive Oversight Committee

Minutes

March 8, 2018

Meeting held at the Glenbard Wastewater Plant 945 Bemis Road, Glen Ellyn, IL

Members Present:

Diane McGinley President, Village of Glen Ellyn Keith Giagnorio President, Village of Lombard Bill Enright Trustee, Village of Glen Ellyn Mike Fugiel Trustee, Village of Lombard

Mark Franz Village Manager, Village of Glen Ellyn Tim Sexton Finance Director, Village of Lombard

Julius Hansen Public Works Director, Village of Glen Ellyn Carl Goldsmith Public Works Director, Village of Lombard

Others Present:

Matthew Streicher Engineer/Assistant Director, GWA
Rick Freeman Electrical Superintendent, GWA
David Goodalis Operations Superintendent, GWA

Jon Braga Interim Maintenance Superintendent, GWA Laurie Frieders Environmental Resources Coordinator, GWA

Christina Coyle Finance Director, Village of Glen Ellyn

Gayle Lendabarker Administrative Secretary, GWA

- 1. Call to Order at 8:01 a.m.
- 2. Pledge of Allegiance
- 3. Roll Call: President Giagnorio, President McGinley, Trustee Fugiel, Trustee Enright, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen answered "Present".
- 4. Public Comment
- 5. Consent Agenda The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

Motion the EOC to approve the following items including Payroll and Vouchers for the Month of January and February 2018 totaling \$1,012,512.54 (Trustee Enright).

Trustee Niehaus motioned and Mr. Goldsmith seconded the MOTION that the following items on the Consent Agenda be approved. President Giagnorio, President McGinley, Trustee Fugiel, Trustee Enright, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen responded "Aye" during a roll vote. The motion carried.

- 5.1 Executive Oversight Committee Meeting Minutes:
 - o January 8, 2017 EOC Meeting
- 5.2 Vouchers previously reviewed by Trustee Enright
 - o January 2018 an February 2018
- 5.3 Approval of New Three-Year Bio-Solids Hauling Contract

During the month of January, GWA placed an advertisement for bid for a 3-year contract for the removal and disposal of municipal bio-solids from the main Glenbard plant. At the bid opening date on January 26, 2018 at 12:00pm, there were six (6) registered plan holders. At the bid opening GWA received four (4) bid packets. GWA recommends the award of the three (3) year contract for Disposal of Municipal Bio-Solids to Synagro for the amount of \$19.00 per cubic yard for the first year.

Mr. Franz proposed an amendment to this item wherein the approval is awarded for a full three (3) years.

5.4 Approval of Digester Cleaning Disposal of Municipal Sludge Contract

During the month of February, GWA placed an advertisement for bid Digester Cleaning and Disposal of Municipal Biosolids at the main Glenbard plant.

This contract will consist of removing remaining contents of digester number two and cleaning the digester. Per standards, it is recommended to clean anaerobic digesters every 7-10 years. It has been over 12 years since digester number has been cleaned. Due to the potential of odors being created due to the work, the Authority has provided for a \$5,000 incentive if the work is to be completed prior to March 26, 2018. Also, the Authority has the right to stop the work, and terminate the contract if the work is not completed by April 6, 2018. GWA recommends the award of Digester Cleaning and Disposal of Municipal Sludge to Stewarts Spreading with a hauling rate of \$0.10 gallon of liquid sludge and \$699.00 per hour of labor. GWA also requests approval to award a \$5,000 stipend if the project is completed prior to March 26, 2018. This contract was budgeted at \$65,000 in the CY2018 Approved Budget, Fund 40-580150 Plant Equipment Rehabilitation.

Mr. Enright asked about the motivation for a completion date of Mach 26, 2018. Mr. Streicher indicated that due to the IEPA requirements for land application, the material must be incorporated into land application processes as well as to help keep the odors to a minimum with

immediately removal of the material from the digester. Mr. Streicher indicated that the idea of the bonus was discussed with the TAC as a way to keep the project moving and not have the contractor unnecessarily draw out the duration of the project.

Mr. Goldsmith asked where the contract amount falls without the inclusion of the \$5,000. Mr. Streicher advised that the budgeted amount for the project was \$60,000.

Mr. Hansen indicated that Stewart spreading may have lowered their bid in an effort to get the business and earn the bonus.

Mr. Goodalis indicated that another objective of the short turn-around for the project is to get the digester back up and running before the acceptance of high strength waste starts again since the digester needs to have the pressure seal re-established to help keep odors from becoming too noticeable.

5.5 Approval of Payment to the Forest Preserve District of DuPage County

In April 2016, the Village of Lombard was notified that an easement agreement for property adjacent to the Combined Sewer Overflow (CSO) facility with the DuPage County Forest Preserve District had expired. The property was subject to an easement agreement dating back to 1966 for the property just south of the Combined Sewer Overflow facility on Hill Avenue. In order to renew the easement, per District policy, the Village of Lombard is responsible for paying fair market for the acreage, which is valued at \$15,000 per acre. The total cost for the easement is \$142,500 and will be paid for by the Glenbard Wastewater Authority.

6. Proposed Policy for GWA Engineering Shortlist

Historically GWA has generally solicited professional services using a "shortlist" process, by which the Authority retained five to six professional firms on its list of engineering firms that previously submitted qualifications. Prior to the professional services being retained for a project, the Authority would request proposals, along with specific qualifications, only from these shortlisted firms. The shortlist would be updated from time to time based on firm's qualifications, or amount of work performed with the Authority.

Together with the TAC, Authority staff drafted the attached standard operating policy in regards to contracting professional services. Main highlights are that the Authority will revisit the shortlist every three years to ensure that firms on the list remain qualified and interested in working with the Authority. The policy also states that prices from professional firms will not be requested until a specific firm is selected for a particular

professional service, as is directed by state and federal statute and the ethical standards of licensed engineers. This policy was reviewed and approved by the Authority's attorney for legal purposes.

Mr. Streicher explained that due to the unique nature of wastewater treatment plants, having a list of pre-approved engineering firms which GWA can reach out to for project work and resource support.

Mr. Niehaus asked Mr. Goldsmith for his feedback on the list as this is something he has been wanting to see for some time. Mr. Goldsmith stated that he was happy to see a formalized policy in place which brings the EOC in compliance with procedures for securing professional services.

Mr. Goldsmith motioned and Trustee Fugiel seconded the motion approval of GWA's proposed policy for Engineering Shortlist of vendors for future project resources. President McGinley, President Giagnorio, Trustee Enright, Trustee Fugiel, Mr. Franz, Mr. Sexton, Mr. Goldsmith, and Mr. Hansen responded "Aye" during a roll vote. The motion carried.

7. Approval of contract with Strand Associates, Inc. for the 2018 Electrical Service Distribution System Rehabilitation and Upgrades Design Engineering

In November 2017 Authority staff developed and sent out a request for qualifications and technical proposals to our six shortlisted professional consulting firms for Design Engineering Services pertaining to the Electrical Service, Backup, and Redundancy and Site Lighting Project. The due date for the proposals was January 31, 2018.

The Authority received four sets of qualifications and technical proposals in response to the RFQ/RFP that was sent out, at which point staff performed an initial review, and narrowed it down to two firms to invite for formal interviews. A member of the TAC, as well as Authority staff, participated in the interviews, and after a process of evaluation and elimination selected Strand Associates to perform the design work.

It is recommended the EOC award Strand Associates the 2018 Electrical Service, Backup, and Redundancy and Site Lighting Project Design Engineering Services in the amount not to exceed \$145,500, which includes the design services with an option to award an additional not to exceed \$2,500 for procurement services. This amount will be taken out of the designated amount in CY2018 Approved Budget, Fund 40 Capital, which has a \$250,000 budget number currently.

Mr. Streicher advised that GWA issues an RFP to all of the short-list engineering firms for the design services and which the TAC Committee narrowed to two (2) firms with Strand Associates being the firm the Committee felt was best suited for the work.

Mr. Streicher advised that numerous studies, including the previous facility plans have highlighted the need to upgrade the electrical service inside the plant. Mr. Streicher added that GWA has experienced multiple electrical system failures as a result of the aging infrastructure and 40-year old design. Mr. Streicher advised that the \$2,500 in procurement services could potentially results in costs savings as it would allow GWA to seek outside procurement of equipment instead of relaying on contractors to provide the items at a mark-up ahead of the contractor bidding process.

Mr. Franz asked for a quick description of what the project will entail and a rough ballpark estimate for the cost of the project. Mr. Freeman indicated that the engineer's estimate was approximately \$2.5 million and will cover updating the electrical supply throughout the facility, having the ability to expand the system as new processes are incorporated into the treatment process, and allow for redundancies. Mr. Hansen stated that currently the Administration Building does not have any redundant backup and if something were to the happen to the designated electric supply to the building there is nothing that would start-up to provide power to the building and as this building houses the SCADA system it is a little unnerving. Mr. Franz asked if this applied to the entire plant. Mr. Freeman advised that many of the buildings have two transformers which provide the necessary redundancy for each of the two (2) grids that service the plant; however, the Admin Building does not have dual transformers. Mr. Enright asked what currently happens in the event of a power failure. Mr. Freeman explained that GWA does have three (3) 800 Kw natural gas back-up generators which can power the entire plant; however, if the transformer at the Admin building were to become damaged, then there is no way for the power to reach the building.

Mr. Hansen indicated that the root problems are that the system is antiquated in addition to being very poorly designed.

Mr. Franz motioned and Mr. Niehaus seconded the motion to award Strand Associates the 2018 Electrical Service, Backup and Redundancy and Site Lighting Project Design Engineering Services in the amount not to exceed \$145,000, which includes the design services with an option to award an additional not to exceed \$2,500 for procurement services. This amount will be taken out of the designated amount in CY2018 Approved Budget, Fund 40 Capital, which as a \$250,000 budget number currently. President Giagnorio, President McGinley, Trustee Fugiel, Trustee Enright, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen responded "Aye" during a roll vote. The motion carried.

8. Approval of High Strength Waste Standard Operating Procedures and Revoke Moratorium Placed on Receiving of High Strength Waste.

Authority staff has put together a draft Standard Operating Procedures in relation to accepting high strength waste, co-digesting the high strength waste with our municipal sludge, and other related operational procedures. Based on the thorough investigations and time spent putting together the Standard Operating Procedures, the Authority requests the EOC approve the

procedures, and allow the revocation of the moratorium placed on receiving High Strength Wastes.

Mr. Streicher advised that Laurie Frieders drafted an SOP for the taking the HSW/FOG and after input from the staff and visiting the Downers Grove Sanitary District and reviewing their procedures after they experienced an upset last year as well, the final revised version is presented for approval. Mr. Streicher indicated that Staff evaluated every possible scenario for inclusion into the procedures including the conservative calculations as to the amount of HSW/FOG to be taken in daily based on the capacity of our digesters. Mr. Streicher stated that the SOP's were distributed to the existing email subscriber list through GWA's website for a period of public review to which GWA received no feedback. Mr. Streicher added that he did speak with Bonnie Buckley, the sole applicant to the Ad Hoc Committee GWA tried to form, earlier in the week, in and effort to provide her an opportunity to respond. Mr. Streicher indicated that her only addition requestd to the SOP was that if GWA ever decides to increase the amount of HSW/FOG it is taking in as indicated in the Schedule A, that public notification be given ahead of the change, which he felt was a good suggestion to which he did modify the SOP's after the packets were distributed and that the decision to increase the quantity would not be brought back to the EOC Committee for approval, but would be distributed via the email list and posted on GWA's web site before the change is made.

Mr. Niehaus commended the work that GWA Staff put into getting things right. Mr. Niehaus asked Ms. Frieders if trucks would be lined up in advance of the start date and would begin rolling in immediately. Ms. Frieders indicating that she cannot say for sure as most of the discussions have been in trying to find a "sole" provider or reliable stream of HSW/FOG and as there currently are only two (2) companies, one of which never came through with what they promised the first go around and the second being Mahoney, who is not responding phone calls. Mr. Niehaus asked if this was an indication of a ramping up of deliveries versus and line at the gate on the first day. Ms. Frieders agreed that there will be a gradual ramp up of deliveries. Mr. Niehaus indicated he was happy with a slow start.

Mr. Niehaus also suggested that this new policy and procedures be forwarded to all of the elected officials, such as Messers. Elliott, Breen, Nybo and any others that Mr. Arnish has contacted in the past as a pre-emptive measure in the event he tries to contact them and lodge any type of complaint against lifting the moratorium, they will be fully aware that GWA now has a specific policy and a set of procedures in place. Mr. Niehaus indicated that he reached out to Rep. Breen and Nybo's offices after Mr. Arnish sent a recent email against the start-up.

President McGinley asked if GWA staff was comfortable with a 45-day advance notice if the decision is made to increase.

Mr. Fugiel asked if it would help "soften" the fact that HSW/FOG intake was starting up again if verbiage was added to the SOP's stating that a review of the new policy will take place in twelve (12) months to insure the procedure is effective.

Mr. Franz reminded that all along we had stated that we would start taking in the HSW/FOG again once the issues had been resolved.

Mr. Enright asked about the financial impact of not taking in the HSW/FOG. Mr. Streicher indicated that majority of the impact was a loss of tipping fee revenue, increase in electrical and natural gas costs in the O&M budget.

Mr. Niehaus indicated he approved on the wording of the agenda item, as it clearly states the moratorium is being revoked so there can be no claims that GWA was not transparent in making the decision to start taking HSW/FOG again.

President McGinley added that she did not want GWA staff's decision as to when to increase the amount of HSW/FOG being taking in not to be driven by the public; GWA staff are the experts who know how the plant is running and whether or not the system can support an increase.

Mr. Enright asked how quickly positives impact on the budget would be seen. Mr. Streicher indicated that revenue from the tipping fees would be the first positive impact; then with the increase production of methane, the decrease in electric and natural gas costs would be more apparent by the end of the year. Mr. Enright asked if there would be a difference between spring/summer and fall/winter with regards to odors. Mr. Streicher indicated that with the same volume of HSW/FOG coming in does not impact the odors, as much as the biologic process becoming upset and causing the odors; which is what happened last year.

Mr. Niehaus motioned and Trustee Enright seconded the motion to approve the High Strength Waste Standard Operating Procedures and to Revoke the Moratorium Placed on Receiving High Strength Waste and to review the SOP's in twelve (12) months to evaluate and determine if any changes need to be made. President Giagnorio, President McGinley, Trustee Fugiel, Trustee Enright, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen responded "Aye" during a roll vote. The motion carried.

9. Approval of Amendment to Existing Engineering Services with RJN Group, Inc. for the Installation and Analysis of the Glen Oak Lift Station Magmeter.

In late 2017 the Village of Glen Ellyn officially annexed an area just West of the DuPage River along Hill Avenue. Although unincorporated, this area was previously serviced by Village of Lombard water and sewer. The sewer flow from this area goes to the Glen Oak Lift Station, where it is pumped via force main into a Village of Lombard sewer just upstream of the Authority's North Regional Interceptor, where it's flow was metered

along with the sewer it discharged into. Since the area is now incorporated into Glen Ellyn, a need arose to separate the metered flow coming from the force main, as it is needed for Village of Glen Ellyn flow billing purposes. An evaluation was performed, and it was determined that installing a Magnetic Meter (Magmeter) in the force main was the most suitable method to monitor the flow due to the characteristics of the collection system in that location.

It is recommended the EOC award RJN Group, Inc. the Amendment to the Existing Engineering Services to include the Installation and Analysis of the Glen Oak Lift Station Magmeter in the amount not to exceed \$45,000. This amount will be taken out of the Infrastructure Improvement budget, 40-580140, in the CY2018 Approved Budget.

Mr. Streicher advised that this meter will be installed to meter flow for an area that was previously serviced by the Village of Lombard and incorporated into the Village of Glen Ellyn. Mr. Streicher indicated that as RJN was already performing the services it was logical to have them perform the installation and to add the meter to their current scope of reporting services.

Mr. Goldsmith motioned and Mr. Franz seconded the motion to amend the existing Engineering Services agreement to include the Installation and Analysis of the Glen Oak Lift Station Magmeter in the amount not to exceed \$45,000. This amount will be charged to the budget account 40-580140 Infrastructure Improvement President Giagnorio, President McGinley, Trustee Fugiel, Trustee Enright, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen responded "Aye" during a roll vote. The motion carried.

10. Discussion

10.1 Facility Improvement Project Update

Mr. Streicher advised that at the current moment, the contractor was beginning to move the second set of disk filters into place and as per the large Change Order place into operation by April 1st. Mr. Streicher indicated that they are on track to complete this part of the agreement.

Mr. Streicher indicated that an submittal for the ERS system was recently submitted and is currently in the review process and per the overall project schedule that was recently received, the dig for the ERS system was slated to begin on April 1st; the potable system replacement has been completed and he has been encouraging the contractor to get the plant grounds back to pre-construction condition.

Mr. Streicher advised that at this point in time GWA is holding close to a \$1 million in payment applications. Mr. Franz noted that he wanted the TAC to insurance that deadlines are being met before payments are made.

- 11. Other Business
 - 11.1 Technical Advisory Committee Updates
 - 11.2 Pending Agenda Items

Trustee Enright raised questions concerning the different alarm monitoring bills he has seen while reviewing the vouchers each month and asked for clarification between Siemens and Tyco. Mr. Freeman explained that Siemens is the fire alarming monitoring system that reports directly to the fire department and Tyco is the monitoring for the Admin building and St. Charles Lift Station.

Mr. Enright asked about a software invoice for IBM. Mr. Streicher advised that this invoice was for the MAXIMO maintenance management software that GWA uses generating the work orders and corrective orders for all of the equipment GWA has.

12. Next EOC Meeting – The next regularly scheduled EOC Meeting is set for Thursday, April 12, 2018 at 8:00 a.m. in the Conference Room at the Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, Illinois.

Mr. Fugiel moved to adjourn the March 8, 2018 EOC Meeting and Mr. Franz seconded the MOTION. President Giagnorio, President McGinley, Mr. Fugiel, Mr. Enright, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen responded "Aye" during a roll vote. The motion carried. The meeting adjourned at 8:38 a.m.

Submitted by:	
Gayle A. Lendabarker	
GWA Administrative Secretary	

SECTION 5.2

VOUCHERS MARCH 2018

GLENBARD WASTEWATER AUTHORITY APPROVAL OF VOUCHERS For the meeting in March 2018

Accounts Payable Warrant 0318-1	3/9/2018	\$36,326.76				
	3/30/2018	\$242,270.08				
	' '	\$278,596.84	\$278,596.84 Warrant Total		•,	\$278,596.84
	•					
	March 16, 2018	6, 2018 March 30, 2018				
Net Employee Payroll Checks	\$32,733.97	\$ 34,889.04				
Employee & Employer Payroll Deductions:						
	\$16,214.19	\$17,196.89				
	\$4,474.14	\$4,661.72				
Social Security/Medicare Tax Withheld - Employer portion	\$3,588.64	\$3,828.65				
otal Payroll \$	Total Payroll \$ 57,010.94 \$	\$ 60.576.30 \$	5/9	5/2		\$ 117,587,24

^{*} Employee deductions include contributions for pensions, health insurance, union dues and other employee directed deductions such as tax withholdings, 457 & 125 plan contributions and

\$396,184.08

GRAND TOTAL

03/30/2018 14:57 GWA Live maryr	REPORT				P 2 appdwarr
WARRANT: 0318-1				TO FISCAL 2018/03 01/01/2018 TO	0 12/31/2018
TN	PO	CHECK NO T CHK DATE GL AC	ACCOUNT	GL ACCOUNT DESCRIPTION	
		957220 P 03/09/18 270	520816	DESIGN ENGINEERING	301.00
VENDOR TOTALS	301.00 YTD	NVOICED	301.00 YTD	D PAID	301.00
5		957221 P 03/09/18 270	521203	WATER	19.86
INVOICE: 18657 18658 03/01/18 INVOICE: 18658		957221 P 03/09/18 270	521203	WATER	1,166.78
VENDOR TOTALS	47,141.81 YTD II	INVOICED	47,141.81 YTD	D PAID	1,186.64
119 HACH COMPANY 18638 02/21/18 INVOICE: 10847482		957222 P 03/09/18 270	530106	OPERATING SUPPLIES - LAB	212.20
VENDOR TOTALS	519.70 YTD II	INVOICED	519.70 YTD	D PAID	212.20
1147 ILLINOIS AMERICAN WATER CO 18639 02/23/18 INVOICE: 18639	COMPANY	957223 P 03/09/18 270-3	521203	WATER	122.52
VENDOR TOTALS	368.90 YTD I	INVOICED	368.90 YTD	D PAID	122.52
185 KONICA MINOLTA BUSINESS SO 18640 02/25/18 INVOICE: 9004343185	SOLUTIONS INC	957224 P 03/09/18 270	530100	OFFICE EXPENSES	40.19
VENDOR TOTALS	163.49 XTD II	INVOICED	163.49 YTD	D PAID	40.19
157 LEN'S ACE HARDWARE, INC. 18641 INVOICE: 83494		957225 P 03/09/18 270	520990	OPERATIONS - SUPPLIES	21.57
VENDOR TOTALS	94.30 YTD I	INVOICED	94.30 YID	D PAID	21.57
295 VILLAGE OF LOMEARD 18659 02/16/18 INVOICE: 2018-0006301		957226 P 03/09/18 270	520971	BUILDING & GROUNDS CONTRA	119.00
VENDOR TOTALS	26,314,14 YTD I	INVOICED	26,314.14 YTD	D PAID	119.00
1184 MATTHEW STREICHER 18652 03/02/18 INVOICE: 18652		957227 P 03/09/18 270	520620	EMPLOYEE EDUCATION	40.00
VENDOR TOTALS	40.00 YTD I	INVOICED	40.00 YTD	D PAID	40.00
171 MCMASTER-CARR SUPPLY CO. 18642 02/28/18		957228 P 03/09/18 270	520975	MAINTENANCE-EQUIPMENT	46.48

P 4 appdwarr	0 12/31/2018	† 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	171.54	1,239.00	323.00	1,562.00	71.36	71.36	441.27	441.27	36,326.76
	TO FISCAL 2018/03 01/01/2018 TO 12/31/2018	GL ACCOUNT DESCRIPTION	YTD PAID	PROFESSIONAL SERVICES-LAB	PROFESSIONAL SERVICES-LAB	TD PAID	MAINTENANCE-EQUIPMENT	YID PAID	TELECOMMUNICATIONS	TD PAID	REPORT TOTALS
		OUNT	964.51 Y	520806	520806	8,038.50 YTD PAID	520975	358.48 Y	521195	2,231.19 YTD PAID	
		T CHK DATE GL ACCOUNT		P 03/09/18 270	957237 P 03/09/18 270		957238 P 03/09/18 270		P 03/09/18 270		
ORT		PO CHECK NO	964.51 YTD INVOICED	957237	957237	8,038.50 YTD INVOICED	957238	358.48 YTD INVOICED	957239	2,231.19 YTD INVOICED	
GWA Live PAID WARRANT REPORT		INV DATE VOUCHER	8	IES, INC. /18	718 1	8,03	PANY /18 297	3.5	ERVICES LLC /18 19761	2,2	
03/30/2018 14:57 GWA.	WARRANT: 0318-1	VENDOR NAME DOCUMENT INV DATE VOUC	VENDOR TOTALS	m	18654 152845 INVOICE: 152811	VENDOR TOTALS	271 TERRACE SUPPLY COMPANY 18655 INVOICE: 70388297	VENDOR TOTALS	988 VERIZON WIRELESS SERVICES LLC 18656 02/18/18 INVOICE: 9801919761	VENDOR TOTALS	

25,531.55 AMOUNT

COUNT 26

TOTAL PRINTED CHECKS TOTAL WIRE TRANSFERS

GWA Live PAID WARRANT REPORT 03/30/2018 14:57 maryr

WARRANT: 0318-2					TO FISCAL 2018/03 01/01/2018	TO 12/31/2018
VENDOR NAME DOCUMENT	INV DATE VOUCHER	PO	CHECK NO T CHK DATE GL AC	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
18671 INVOICE:	03/09/18 8403571489		957247 P 03/30/18 270	530225	SAFETY RELATED EQUIPMNT/S	311,88
VENDOR TOTAL	ຊ	850.49 YTD]	INVOICED	850.49 YTD	PAID	311,88
50 COMMONWEALTH 18673 INVOICE:	1 EDISON COMPANY 03/09/18		957248 P 03/30/18 270	521201	ELECTRIC POWER	24,94
VENDOR TOTALS	ស្មី	100.90 YTD	INVOICED	100.90 YTD	PAID	24.94
1138 CONSTELLATION 18674	O3/22/18	SINC	957249 P 03/30/18 270	521202	NATURAL GAS	8,163.84
18674 TMMOTOE:	03/22/18		957249 P 03/30/18 270-1	521202	NATURAL GAS	709.21
18674 INVOICE:	03/22/18 2274492		957249 P 03/30/18 270	521204	SELF-GEN GAS	580.35
VENDOR TOTAL	វេ	29,356.67 YTD J	INVOICED	29,356.67 YTD	PAID	9,453.40
994 DIRECT ENERGY 18675 INVOICE:	3Y MARKETING, INC. 03/12/18 180710034034684		957250 P 03/30/18 270-1	521201	ELECTRIC POWER	49.85
VENDOR TOTAL	ପ୍	49.85 YTD]	INVOICED	49.85 YTD	PAID	49.85
727 FIFTH THIRD 18721 TMEDICE.	BANK 02/27/18 cmr 1700		2311 W 03/30/18 270	530100	OFFICE EXPENSES	52.95
18722 TMMOTOF	02/27/18 02/27/18		2312 W 03/30/18 270	521195	TELECOMMUNICATIONS	289.37
18723 TMMOTOF:	02/27/18 02/27/18		2313 W 03/30/18 270	520620	EMPLOYEE EDUCATION	455.00
18725 TN70TCE-	02/27/18 CWA-1802		2314 W 03/30/18 270	520980	MAINTENANCE-ELECTRONICS	49.22
18726 TMMOTCE	02/27/18 02/27/18 GWh-1803		2315 W 03/30/18 270	520980	MAINTENANCE-ELECTRONICS	45.89
18727 TMMOTOR:	02/27/18 02/27/18		2316 W 03/30/18 270	520980	MAINTENANCE-ELECTRONICS	29.95
GWA-132 INVOICE:	GWA-1798		2310 W 03/30/18 270	520620	EMPLOYEE EDUCATION	200,00
VENDOR TOTAL	'6 s	193.31 YTD	INVOICED	9,193.31 YTD	PAID	1,122.38
1266 FOREST PRESERVE 18660 INVOICE: 31	OF DUPAGE /13/18 318	COUNTY 20180007	957240 P 03/13/18 40	580180 1800	18002 PROPERTY ACQUISITION 2018	142,500.00
VENDOR TOTALS	142,	500.00 YTD	INVOICED	142,500.00 YTD PAID	PAID	142,500.00

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GWA Live PAID WARRANT REPORT	

WARRANT: 0318-2

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	649.40	15.98	4.94	3.99	3,99	28.90	801.21	799.21	1,600.42	793.00	793.00	413.24	55.38	468.62	9.10	942.94	952.04	8,600.00	8,600.00
GL ACCOUNT DESCRIPTION	YID PAID	OPERATIONS - SUPPLIES	OPERATIONS - SUPPLIES	MAINTENANCE-EQUIPMENT	MAINTENANCE-EQUIPMENT) PAID	MAINTENANCE-ELECTRONICS	MAINTENANCE-ELECTRONICS) PAID	PLANT BQUIPMENT REHABILIT	PAID	MAINTENANCE-EQUIPMENT	MAINTENANCE-EQUIPMENT	PAID	NATURAL GAS	SMALL CAPITAL PROJECTS	PAID	INFRASTRUCTURE UPGRADES	PAID
OUNT	1,280.81 YT	520990	520990	520975	520975	94.30 YTD	520980	520980	1,600.42 YTD	580150	793.00 YTD	520975	520975	2,548.63 YTD	521202	580120	1,079.44 YTD	580140	8,600.00 YTD
HER PO CHECK NO I CHK DATE GL ACCOUNT	1,280.81 YTD INVOICED	957256 P 03/30/18 270	957256 P 03/30/18 270	957256 P 03/30/18 270	957256 P 03/30/18 270	94.30 YTD INVOICED	957257 P 03/30/18 270-1	957257 P 03/30/18 270-1	1,600.42 YTD INVOICED	INC. 957258 P 03/30/18 40	793.00 YID INVOICED	957259 P 03/30/18 270-2	957259 P 03/30/18 270	2,548.63 YTD INVOICED	MY 957260 P 03/30/18 270	957261 P 03/30/18 40	1,079.44 YID INVOICED	ES, INC. 957262 P 03/30/18 40	8,600.00 YID INVOICED
VENDOR NAME DOCUMENT INV DATE VOUCHER	VENDOR TOTALS	157 LEN'S ACE HARDWARR, INC. 18690 03/02/18 TANYLCT. 03626	18691 03/09/18	1869212 1869212/18	18693 03/19/18 INVOICE: 83733	VENDOR TOTALS	TRUMENT CO. 03/05/18	18696 03/02/18 INVOICE: PSI106438	VENDOR TOTALS	1135 LIBERTY PROCESS EQUIPMENT, 18697 03/08/18 INVOICE: 71868-IN	VENDOR TOTALS	171 MCMASTER-CARR SUPPLY CO. 18698 03/13/18 TMMOTOW. FORTINGS	,	VENDOR TOTALS	Ą	18701 03/09/18 INVOICE: 18701	VENDOR TOTALS	539 OAK BROOK MECHANICAL SERVICES 18702 03/09/18 INVOICE: 10355	VENDOR TOTALS

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WARRANT: 0318-2						TO FIS	FISCAL 2018/03 01/01/2018 TO	12/31/2018
VENDOR NAME DOCUMENT	INV DATE VOUCHER	HER PO	CHECK NO	T CHK DATE GL ACCOUNT	TNIOC	GL ACC	ACCOUNT DESCRIPTION	
18720 INVOICE:	02/28/18 14289		957270	P 03/30/18 270	520816	DESIGN	DESIGN ENGINEERING	3,542.25
VENDOR TOTALS		5,733.41 YTD	INVOICED		5,733.41 Y	YID PAID		3,542.25
289 HD SUPPLY FAC 18715 INVOICE:	HD SUPPLY FACILITIES MAINT 18715 03/01/18 INVOICE: 506312	LTD	957271	P 03/30/18 270	520990	OPERATIONS	IONS - SUPPLIES	58.34
VENDOR TOTALS		2,610.08 YTD	INVOICED		2,610.08 Y	YTD PAID		58.34
410 VALLEN DISTRIBUTION, INC 18716 02/27/18 INVOICE: YS-26903-11	BUTION, INC. 02/27/18 YS-26903-11		957272	P 03/30/18 270	520980	MAINTE	MAINTENANCE-ELECTRONICS	177.45
VENDOR TOTALS		177.45 YTD	INVOICED		177.45 Y	YTD PAID		177.45
988 VERIZON WIRELESS 18717 03/	SERVICES 01/18	LLC	957273	P 03/30/18 270	521195	TELECO	TELECOMMUNICATIONS	226.03
	9803755620		957273	P 03/30/18 270	521195	TELECO	TELECOMMUNICATIONS	443.56
VENDOR TOTALS		2,231.19 YTD	INVOICED		2,231.19 Y	YTD PAID		669.59
309 WILKENS-ANDERSON 18719 03/ INVOICE: S11	SON CO. 03/07/18 S1175745.001		957274	P 03/30/18 270	530106	OPERATING	ING SUPPLIES - LAB	149.78
VENDOR TOTALS		354.80 YTD INVOICED	INVOICED		354.80 Y	YTD PAID		149.78
						REPORT TOTALS	ALS	242,270.08
					1	COUNT	AMOUNT	
				TOTAL PRINTED CHECKS TOTAL WIRE TRANSFERS	CHECKS	35	212,917.63 29,352.45	

** END OF REPORT - Generated by Mary Romanelli **

SECTION 6.0

FACILITY PLAN 2018 AGREEMENT - APPROVAL

MEMORANDUM

TO: Executive Oversight Committee

FROM: Matt Streicher, P.E. BCEE

DATE: April 5, 2018

RE: Request for Approval

2018 Facility Plan Agreement



In November 2017 Authority staff developed and sent out a request for qualifications and technical proposals to our six shortlisted professional consulting firms for the 2018 Facility Plan. The due date for the proposals was February 28, 2018.

Typically, a 10-year Facility Plan for a Wastewater Treatment plant is updated every 5 years, with indepth plans occurring every 20 years. The Authority most recently had a Facility Plan document completed in 2013. The development of a new 10-year Facility Plan provides the opportunity to take a comprehensive look at the current and future needs of the Authority's treatment facilities. The Authority has completed numerous improvement projects in the past 10 years and many processes/equipment have been replaced or upgraded even since the last plan was completed in 2013. The objective of this project is to prepare a Facility Plan that will provide a cost-effective roadmap for the Authority for the next 10 years. We will receive a condition assessment of our facilities and accurate costs for Capital Improvement Planning, which will be instrumental for budgeting purposes. The report will be a useful tool for Authority staff and EOC members to have a transparent, easily understood plan and to avoid surprises. An approved Facility Plan is also required to be kept on file with the Illinois Environmental Protection Agency and is necessary for Low-Interest Illinois State Revolving Loan Funding if desired on future projects listed in the plan.

The Authority received five sets of qualifications and technical proposals in response to the RFQ/RFP that was sent out, at which point staff performed an initial review, and narrowed it down to two firms to invite for formal interviews. A member of the TAC, as well as Authority staff, participated in the interviews, and after a process of evaluation and elimination selected Trotter & Associates, Inc. to perform the work.

After the firm was selected, the sealed cost proposal from Trotter & Associates, Inc. was opened and costs were negotiated. Although the cost of the proposal was not reduced from it's original amount, the Authority was able to negotiate into the contract several more items that were not included in the original scope, therefore providing a benefit to the Authority.

Therefore, it is recommended the EOC award Trotter & Associates, Inc. the 2018 Facility Plan Services in the amount not to exceed \$88,300. This amount will be taken out of the designated amount in CY2018 Approved Budget, Fund 40 Capital, which is currently budgeted at \$150,000.



April 3rd, 2018

Mr. Matt Streicher, PE, BCEE Assistant Director/Civil Engineer Glenbard Wastewater Authority 945 Bemis Road Glen Ellyn, Illinois 60137

Re:

Engineering Services for 10 Year Facility Planning

Professional Services Agreement

Dear Mr. Streicher:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

R: Scott Trotter

President

Glenbard Wastewater Authority Engineering Services for 10 Year Facility Planning April 3rd, 2018 Page 2

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April 3rd, 2018

Mr. Matt Streicher, PE, BCEE Assistant Director/Civil Engineer Glenbard Wastewater Authority 945 Bemis Road Glen Ellyn, Illinois 60137

Re: Engineering Services for 10 Year Facility Planning

Professional Services Letter Agreement and Exhibits

Dear Mr. Streicher,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to **Glenbard Wastewater Authority** (CLIENT) for the **Engineering Services for 10 Year Facility Planning** (hereinafter referred to as the "PROJECT").

Project Background

In 1977, the Villages of Lombard and Glen Ellyn entered into an intergovernmental agreement which established the Glenbard Wastewater Authority (GWA) for the purpose of providing wastewater conveyance and treatment for both communities. The Authority owns and maintains four regional lift stations, interceptor sewers, wastewater treatment and excess flow treatment facilities which were originally commissioned in 1982. The regional lift stations include the St. Charles Road Lift Station, the Valley View Lift Station, the SRI Lift Station, and the Sunnyside Lift Station. A fifth lift station, Hill Avenue, is part of the Lombard Combined Sewage Treatment Facility.

GWA has two main interceptor sewers, the North Regional Interceptor Sewer and the South Regional Interceptor Sewer. Both interceptor sewers are tributary to the Glenbard Advanced Wastewater Treatment Facility (GAWTF) under normal flow conditions. During heavy rain events, a portion of the North Regional Interceptor Sewer flow is diverted to the Lombard Combined Sewage Treatment Facility (LCSTF), the Village of Lombard's combined sanitary and storm sewer system is tributary to it.

In 2013, the Glenbard Wastewater Authority commissioned a Facility Plan, which incorporated the 2007 Facility Plan, the 2003 South Regional Interceptor Conveyance Capacity Study, the 2001 North Regional Interceptor Conveyance Capacity Study, and the 2007 Combined Sewer Overflow Operational Plan. This report reviewed the condition and capacity of each process in the wastewater treatment plant, as well as current and future growth projections. The 2013 Facility Plan also reviewed growth projections and the condition of each unit process at the plant, and identified a number of capital improvements with a 10-year implementation schedule for those improvements. Since the 2013 facility plan update the Authority has completed a number of the capital projects.

At this time the existing report is approximately 5-years old, and is in need of an update. The Authority has elected to complete a Facility Plan to address five specific projects, as well as to provide a roadmap for any future improvements. This will be accomplished through a 10-year capital improvements plan, which will provide an implementation schedule and budgeting recommendations to guide the Authority through the next decade.

Project Understanding

Facility Planning is an important element in the development of Wastewater systems, as this phase establishes the basis from which all future decisions should be made. TAI's Facility Planning process will be a cooperative effort between our team and GWA staff to develop a comprehensive analysis and evaluation of infrastructure needs with respect to capacity, rehabilitation, ability to meet regulatory requirements, and funding. The Plan will conclude with recommendations, financial impact analyses and implementation schedules. The document will be comprehensive in nature and include a fresh look at the Authority's previous facility plans and long/short-term goals. The 10-year plan will be organized into nine (9) integrated sections, as shown to the right.

During the project, TAI will review the Authority's Service Areas population projections to validate future demands. TAI will review the existing reports in regard to the two major interceptors (North and South Regional Interceptor Sewers) and document the remainder of the collection system and make recommendations consistent with the implementation of the CMOM. TAI will revisit each of GWA's lift stations and perform an analysis of the infrastructures condition, reliability and define any near-term needs, which should be incorporated into the Authority's Capital Improvement Plan.

TAI will perform a thorough analysis of the existing treatment facility, beginning with evaluating the existing DMR and operational data. This will include a comparison of the original design values to actual performance including treatment removal efficiencies, solids production/ yields and optimization. As part of the process, TAI will develop a mass balance based on solids to determine if the plant is operating in accordance with the original design intent.

TAI will perform a process by process review including liquid stream, excess flow, and solids management facilities. During the evaluation TAI will benchmark the performance of the existing processes, as well as determine the remaining service life of all equipment. This analysis will include extensive on-site investigations and work sessions with the Authority. TAI will work with staff to complete a detailed condition assessment, prioritize short and long-term replacement needs, and develop capital improvement budgets for equipment replacement.

Section #1 Introduction and Backgroun Section #2 Section #3 Section #4 this Stations Section #5 Wastewater Treatme Section #6 Section #7 Regulatory Upgrades & Section #8 Antidegradation & **Environmental Impacts** Section #9 Recommendations & Implementation

Future regulatory concerns include effluent phosphorus, excess flow treatment, biosolids stabilization, effluent ammonia concentration, and potentially effluent total nitrogen concentration. TAI will review the current operation of the existing wastewater facilities, and provide recommendations to address some of these concerns. The recommendations may range from operational changes, and to the addition of new infrastructure.

Depending on the future population projects and the need for expansion, additional items may need to be addressed in regards to anti-degradation. The Facility Plan with include discussions on the potential environmental impacts and provide an anti-degradation analysis.

A final recommendation of all of the findings from each of the sections will be summarize into a single location. In addition, an implementation strategy/plan will be developed for the Authority. The implementation plan will provide a step by step approach to the execution of each of the recommendations, as well as an outline of costs for incorporation into the Authority's budget.

Scope of Services - 10 Year Facility Plan

Section #1 – General Background

- o Review historical data and previous reports, facility plans, and project plans.
- Summarize the Authority's goals, challenges, concepts, requirements and objectives.

Section #2 – Community Needs

- Review Comprehensive and Land Use Plans with Authority staff to develop population projections.
- Review billing and wastewater data to determine current population projections and usage.
- Gain concurrence on the current, 20-year and build-out population projections.
- O Summarize and document the projections and back-up information.

Section #3 – Collection System

- Obtain, review and incorporate previously developed collection system documentation.
- Collection System Evaluation
 - Review wastewater flows for each basin based on available flow meter data.
 - Estimate peak wet weather flow.
 - Establish interceptor sewer capacity in comparison with tributary flow.
 - Outline programs, budgets and staffing requirements for potential implementation of a Capacity Management, Operation and Maintenance Program (CMOM).
- Summarize and document the collection system's condition, findings and recommendations.

Section #4 – Lift Stations & CSO Facilities

- o Review original construction plans, O&M Manuals and misc. documentation.
- Lift Station Evaluation
 - Visit and inspect each lift station with the staff responsible for routine maintenance. Document
 existing conditions and deficiencies.
 - Review existing lift stations' service life and capacities.
- o Summarize and document the lift stations' condition, findings and recommendations.

• Section #5 - Evaluation of Existing Wastewater Treatment Plant

- Review DMRs and operational data to evaluate and document the system's historical performance, sludge yield, mass balance, etc.
- Perform on-site analysis with Authority staff of the existing treatment facility to review strengths, limitations, and remaining service life of equipment.
- Conduct a process-by-process capacity evaluation to determine biological loading and treatment capabilities with respect to meeting current and future loadings and NPDES limits.
- Document improvements identified in the previous facility plan: completed, ongoing, and programed for future budget years. Such as: HVAC upgrades, Medium Voltage Distribution, Electronic O&M Manuals, Plantwide PLC Replacement Project, etc.
- Conduct a sludge stabilization and sludge dewatering process capacity evaluation to determine loading and treatment capabilities with respect to meeting current and future loadings.
- Document deficiencies and recommendations for improvements which would make an immediate difference on performance and reliability.
- Develop a capital improvements budget and schedule for the rehabilitation and/or replacement of the existing equipment to ensure the reliability of the facility.
- Evaluate the remaining service life, and abandonment of out of service equipment (the GBT, Cryogenic Plant).
- o Evaluation of CSO Facility Equipment Rehabilitation.
- Review the existing Biosolids Storage and Dewatering equipment and provide recommendations for improvements.

Section #6 – Alternative Analysis

- o Establish short- and long-term capacity requirements.
- Integrate the findings from the Phosphorus Feasibility Study.
- Through the use of a work session, develop, evaluate and discuss alternatives to address future excess flow requirements and alternatives.
- Through the use of a work session, develop, evaluate and discuss alternatives to address biosolids stabilization and sludge dewatering needs.
- Once a consensus has been reached with Authority staff on which alternatives warrant further investigation, perform design loading calculations, unit process sizing, conceptual layout, and detailed project cost estimates sufficient for future implementation and approval through the Illinois EPA for financial assistance.
- Gain concurrence and revise/refine recommendations as appropriate.
- O Summarize and document the alternatives reviewed, findings, implementation costs and recommendations.
- Evaluate conceptual alternatives to reduce odors at different locations throughout the treatment plant, and provide conceptual cost estimates for the different alternatives. (Air sampling will not be performed)
- Review the existing Phosphorus Removal Feasibility Study, and incorporate the recommended alternatives into the CIP program.

Section #7 – Alternatives Selection

- o Integrate recommendations for equipment replacement from Section 5 with recommended process and capacity upgrades identified in Section 6.
- Develop a phased plan that is consistent with expected service life and regulatory requirements.
- o Develop implementation schedule.

Section #8 – Environmental Impacts

- Analyze, review and document existing conditions including nutrient removal and increased loading and determine the environmental impacts/benefits of the proposed improvements.
- o Evaluate incorporating Green solutions to mitigate environmental impacts.

Section #9 – Recommendations and Implementation

- o Prepare a summarization of recommendations and financial impacts as outlined in previous sections.
- o Prepare Cash Flow Assessment and Capital Funding Requirements based on the proposed Implementation Plan.
- o Provide Ten (10) copies of the 10 Year Facility Plan to the Authority and submit to the Illinois EPA to begin the planning approval process.

Appendix

- o Existing Conditions Calculations
- o Basis of Design Calculations
- o Condition Assessment Tables
- o SRF Project Planning Descriptions
- Capital Improvements Program (CIP) Project Cost Estimates
- Environmental Sign offs (ECOCAT/HARGIS)

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Deliverable

Ten (10) copies of the **10 Year Facility Plan** will be provided to the Authority and submitted to the Illinois EPA to begin the planning approval process. Please note that public meetings, board meetings, and/or management of the IEPA planning and funding process is not included in this proposal.

Project Schedule

Below is the proposed project schedule upon the approval of the contract starting May 1st, 2018.

Section 1 - General Background May 2018 Section 2 - Community Needs May 2018 Section 3 - Collection System June-July 2018 Section 4 - Lift Stations & CSO Facilities June-July 2018 Section 5 - Evaluation of Existing WWTF June-August 2018 Section 6 – Alternative Analysis August-September 2018 Section 7 - Alternative Selection September-October 2018 Section 8 - Environmental Impacts October 2018 Section 9 – Recommendations and Implementation October 2018 **GWA Review** November 1st, 2018

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services will not exceed \$88,300 based on the following distribution of compensation:

10 Year Facility Plan

\$88,300

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:	Trotter and Associates, Inc.:
	Jy 5 Jy
Ву:	By: Scott Trotter, PE, BCEE
Title:	Title: President
Effective Date:	Date Signed:
Address for giving notices:	Address for giving notices:
	40W201 Wasco Road, St. Charles, Illinois 60175
Designated Representative:	Designated Representative:
	Scott Trotter, PE, BCEE.
Title:	Title: President
Phone Number:	Phone Number: (630) 587-0470
Facsimile Number:	Facsimile Number: (630) 587-0475
E-Mail Address:	E-Mail Address: s.trotter@trotter-inc.com

ATTACHMENTS:

EXHIBT A - STANDARD TERMS AND CONDITIONS

EXHIBIT B - SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C - SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D - CONTRACT ADDENDUM



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

 ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services.

or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- Provide, as required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.0 and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement. B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- For Basic Services. CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- For Additional Services. CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit
- C. For Reimbursable Expenses. CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

- In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
- 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and

other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

 ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall

- not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims. damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

2.

- ENGINEER shall procure and maintain insurance as set forth below:
 - Workers Compensation & Employer's Liability

Each Occurrence: \$1,000,000

General Liability a. Each Occurrence: \$1,000,000

General Aggregate:

\$2,000,000

Excess or Umbrella Liability

Each Occurrence: \$5,000,000 \$5,000,000

General Aggregate:

Automobile Liability

Combined Single Limit (Bodily Injury and Property Damage):

Each Accident \$1,000,000

Professional Liability

Each Occurrence: \$2,000,000

General Aggregate: \$2,000,000

CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property

insurance policies carried by CLIENT which are applicable to the Project.

- CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

- 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
- 3) ENGINEER shall have no liability to CLIENT on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- By CLIENT effective upon the receipt of notice by ENGINEER
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

 This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by

- paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of

services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

- 1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER'S Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
- 2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER'S Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
- 4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and

other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

 The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

 All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

 Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)



EXHIBIT B SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2018 Reimbursable Expenses

Unit **Unit Price** Item 2018 Schedule of Hourly Rates **Engineering Copies** Sq. Ft. \$0.29 Classification **Billing Rate** 1- 249 Sq. Ft. Principal Engineer \$225.00 **Engineering Copies** Sq. Ft. \$0.27 **Engineer VIII** \$219.00 250-999 Sq. Ft. \$193.00 **Engineer VII Engineering Copies** Sq. Ft. \$0.25 \$183.00 Engineer Level VI 1000-3999 Sq. Ft. Engineer Level V \$158.00 **Engineering Copies** Sq. Ft. \$0.23 Engineer Level IV \$138.00 3999 Sq. Ft. & Up Engineer Level III \$125.00 Mylar Engineering Copies Each \$8.00 up to 24" by 36" Engineer Level II \$113.00 Engineer Level I \$100.00 Color Presentation Grade Sq. Ft. \$5.15 Large Format Print \$52.00 **Engineering Intern** Senior Technician \$155.00 Comb Binding > 120 Sheets Each \$4.75 Technician Level IV \$138.00 Comb Binding < 120 Sheets Each \$3.50 Technician Level III \$125.00 Binding Strips (Engineering Plans) \$1.00 Each Technician Level II \$109.00 \$1.25 5 Mil Laminating Fach Technician Level I \$98.00 Copy 11" x 17" \$0.50 GIS Specialist III \$143.00 Each - Color GIS Specialist II \$109.00 Copy 11" x 17" \$0.25 Each GIS Specialist I \$98.00 - Black and White Clerical Level III \$88.00 Copy 8.5" x 11" \$0.25 Each Clerical Level II \$76.00 - Color Clerical Level I \$64.00 Copy 8.5" x 11" \$0.12 Each Professional Land Surveyor \$183.00 - Black and White Survey Crew Chief \$155.00 Recorded Documents Each \$25.00 Survey Technician Level II \$79.00 Plat Research Time and Material Survey Technician Level I \$66.00 \$30.00 Per Diem Each Day Department Director \$183.00 Prevailing Wage Survey Foreman** \$185.00 Field / Survey Truck Each Day \$45.00 Prevailing Wage Survey Worker** \$181.00 Postage and Freight Cost **Sub Consultants** Cost Plus 5% Per Mile Federal Rate Mileage

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

^{**}Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules

Exhibit B Schedule of Hourly Rates & Reimbursable Expenses Page 2

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EXHIBIT C SUPPLEMENTAL CONDITIONS

NONE AT THIS TIME



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EXHIBIT D CONTRACT ADDENDUM			
SAMPLE			
Project Name: Engineering Services for 10 Year Facility Planning			
Project No. GWA-006			
Addendum No.			
This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.			
The contract modifications are described below:			
1.			
2.			
3.			
<u>CONTRACT SUMMARY</u>			
Original Contract Amount	\$		
Changes Prior to This Change	\$		
Amount of This Change	\$		
Revised Contract Amount:	\$		
For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.			
CLIENT:	ENGINEER:		
GLENBARD WASTEWATER AUTHORITY	TROTTER AND ASSOCIATES, INC.		
SIGNED:			
TITLE	TITLE		

Exhibit D Contract Addendum Page 2

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SECTION 7.0

FACILITY IMPROVEMENT PROJECT CHANGE ORDER 004 - APPROVAL

MEMORANDUM

TO:

Executive Oversight Committee

FROM:

Matt Streicher P.E., BCEE, Executive Director

DATE:

April 5, 2018

RE:

Request for Approval

Facilities Improvements Project - Change Order No. 004



The Technical Advisory Committee (TAC) has previously reviewed the change order documents, along with the Authority's legal consul, and a 3rd party contract negotiator. At the time the Authority recommends approval of the proposed Facility Improvements Project Change Order No. 004 in the not to exceed amount of \$294,571.47. This change order is a request in which the majority of the equipment substantially affects the critical path of the project as identified in comments below. The FIP project change order request is addressing a multitude of issues relative to mostly electrical aspects of the project. The following is a list of items being addressed along with the project area impact.

No.	Doc	Description	Proposed Cost
1	COR 003	Modify Launder Covers	\$6,111.77
2	RFP 011A	MCC Equipment Revisions	\$27,508.73 (NTE)
3	RFP 010/COR 005	Transformer Installation Sequencing	\$186,722.84 (NTE)
4	RFP 012	Makeup Air Units	\$0
5	RFP013/COR006	Lighting Conduit Replacement	\$21,203.13 (NTE)
6	RFP 011B	MCC Programing Revisions	\$53,025 (NTE)
		Total Cost Not to Exceed	\$294,571.47

NTE = Not to Exceed

Detailed Explanations:

No. 1: During installation of the new launder covers on the final clarifiers (weir covers to prevent algae growth), the contractor had difficulties getting the manufactured pieces to fit into the circular clarifier. The pieces were designed using the Authority's as-built drawings from when the clarifiers were originally constructed, however upon installation of the covers, the contractor found the clarifiers to not be exact circles. Therefore, field changes were required, and extra pieces were needed. In order to facilitate the completion of the launderer installation, the Authority issued a Work Change Directive essentially approving the additional costs since they were necessary. Although this extra cost has already been approved the contractor, it needs

to be included in a formal change order, hence its inclusion in this Change Order Number 004. The cost for the additional materials is \$6,111.77

No. 2: The MCC (Motor Control Center) Equipment Revisions are necessary due to inadequate specifications on the original MCC's. The original specifications lacked essential items such as starters, circuits, correct breaker sizes, indicator lights, and identifications. The original submittal of this specification required thorough review by our Electrical staff in which these discrepancies were noticed. These revisions are essential for safe and proper operation of the new equipment being installed and were overlooked during design. Also incorporated with this line item are price escalators due to the length of time that had passed since the original bid opening. The prices for the MCC's and the Transforms were obtained prior to the bid opening in 2016. Since it was not recommended to furnish this equipment until needed, and the delay in the project, the costs for the equipment have increased. Also, since the approval of this item was not brought to the EOC sooner, along with the delay in the start of this work associated with the project, the cost has now been escalated from \$8,117.49 to \$27,508.73. The Authority and its consultant have thoroughly reviewed the additional costs and deemed them to be per the contract, however, there are still attempts to lower the overall costs. Therefore, in an effort to ensure this price does not increase further due to more time passing, the Authority's legal consul has recommended awarding this on a "not to exceed" basis, so that the price will not increase, but we still have the ability to lower it if possible. The cost for the MCC Revision change is a not to exceed amount of \$27,508.73

No. 3: The Transformer Sequencing Revision (RFP 010/COR 005) is largely due to an error on the original 1977 as-built drawings which indicate a conduit size that will not carry the appropriate cabling from the new transformer into the Raw Pump Building. This change was prompted by further review from our Electrical staff, who discovered the original sequencing in the contract language did not maintain the level of redundancy required, therefore revised sequencing was required. Through several iterations of collaborating with the Engineer and Electrical Subcontractor, our Electrical staff was able to reduce the cost of this work down from an original estimate of \$251,074.64, to \$189,569.52, and then finally the total of the changes for the Raw Pump Building transformer work is valued at \$123,536.66. Due to the high original estimate, a thorough amount of time was spent to innovate a more cost effective, yet feasible approach. The prices for the Transforms were obtained prior to the bid opening in 2016. Since it was not recommended to furnish this equipment until needed, and the delay in the project, the costs for the equipment have increased. Also, since the approval of this item was not brought to the EOC sooner, along with the delay in the start of this work associated with the project, the cost has now been escalated to \$186,722.84. The Authority and its consultant have thoroughly reviewed the additional costs and have concerns, therefore the final price of this change is still being negotiated. However, in an effort to ensure this price does not increase further due to more time passing, the Authority's legal consul has recommended awarding this on a "not to exceed" basis, so that the price will not increase, but we still have the ability to lower it if possible. The cost for the Transformer Installation Sequencing change is a not to exceed amount of \$186,722.84.

No. 4: During review of the submittal for the new makeup air units, it was noted that the original specified makeup air units from the contractor were not the same units the Authority has existing in other locations of the plant. Due to the desire to keep uniformity, select a manufacturer that we are comfortable with, as well as that the Authority keeps extra parts for its existing units that would be able to be used on the new units – the Authority requested a proposal to Greenheck makeup air units to be consistent with what is currently owned and operated at the plant. The use of similar equipment will facilitate the Authority's future operations and maintenance activities. There was no cost proposed for this change.

No. 5: The Lighting Conduit Replacement was necessary because the conduit in the filter room of the filter building needed to be removed in order to install the filters, and it was not originally called out on the bid documents, therefore it was not included in the price. Since it was a means and methods technique by the contractor to install the filters, the contractor is contributing 50% of the cost to install new lighting conduits, therefore the requested amount reflects a 50% discount on the price. Although the replacement of the lighting conduit in all of the rooms of the filter building was requesting during design, it was omitted in the bid documents, most likely due to additional costs. Therefore, upon the request for this proposal from the contractor, the Authority did receive pricing to replace the remaining lighting conduit in the building, however the cost was substantially higher (a total cost of \$106,050) and can be performed at a later date/under a separate project. It would be advantageous to move forward with the replacement of the lighting conduit associated with the Filter room at this time since the Authority is receiving a discounted price, and if it was to be done in the future, wires would have to be spliced in order to replace the remaining existing conduit, which is not recommended. Since the potential exists to lower this cost even further, the contractor proposed moving forward with this work on a time and material basis not to exceed half of the estimate for the filter room, or \$21,203.13. Therefore, the cost for the lighting conduit replacement in the filter room is a not to exceed amount of \$21,203.13

No. 6: RFP11B is directly related to RFP11A and consists of additional revisions to the Motor Control Center (MCC). The additional revisions are mainly related to identifying different input/output characteristics of the MCC that were lacking in the original specifications that were bid out with the project. These revisions are necessary for proper function of the MCC. The estimated cost for this change is \$53,025 at this time, but it is being refined, and the Authority is attempting to reduce those costs. The contractor has been advised that if they learn of any potential price increases due to delaying this approval, those costs will be at their expense. However, in an effort to ensure this price does not increase further due to more time passing, the Authority's legal consul has recommended awarding this on a "not to exceed" basis, so that the price will not increase, but we still have the ability to lower it if possible. The cost for the Motor Control Center Programing Revisions change is a not to exceed amount of \$53,025.

Due to the higher cost of this proposed change order, the Authority performed due diligence in vetting the costs, and ensuring they are accurate and justified. In addition to the Authority and its consultants investigating the costs, additional layers of support were utilized for this review, including a contract negotiator (Roger McCarron) and the Authority's legal consul. Therefore, based on the review of the items included in the change order by the TAC committee, it is

recommended to approve Change Order Number 4 for the Facilities Improvements Project in the amount of \$294,571.47, increasing the overall contract cost from \$17,500,573.66 to \$17,795,145.13. It should be noted that besides the large change order due to the negotiation of subsurface conditions (Change Order No. 3), this is the first change order to increase the price of the project, the other prior change orders were all cost reductions. This change order will be sent to IEPA to reflect our State Revolving Fund Loan.

CHANGE ORDER

Change Order No. 004

(days or dates)

	Change Order No		
DATE OF ISSUANCE 4/6/18	EFFECTIVE DATE 4/12/18		
Owner Glenbard Wastewater Authority			
Contractor Boller Construction Company, Inc.			
Contract Name: Glenbard Wastewater Authority - 2016 F	acility Improvements Project		
Project: 2016 Facility Improvements Project			
Owner's Contract No. 5180			
The Contract is modified as follows upon execution of this	Change Order:		
 Description: The Contractor requested a change order (COR 003) for modifying launder covers due to irregularities in the concrete walls of the clarifier (PCO #016). A work change directive (WCD 001) was issued to complete the work on schedule. 			
Cost change requested is \$6,111.77. 2. The Contractor provided a cost under RFP 011A equipment. The cost covers price adders from th Cost proposed is \$27,508.73.	as a partial response to RFP 011 for revisions to MCC e equipment supplier. (PCO #017)		
The Contractor provided a cost under COR 005	n response to the request for a change in sequencing the Station. The change will accommodate redundant power feeds sformers. (PCO #024)		
 The Contractor provided a response to RFP 012 with what is currently owned and operated at the 			
Change proposed at no additional cost. 5. The Contractor provided a response to RFP 013 for electrical work outlined for various rooms in the Filter Building. Boller agreed to share the cost of the work in the filter room and provided a cost for this work only.			
Cost proposed is \$21,203.13. 6. The Contractor provided a cost under RFP 011B as a partial response to RFP 011 for revisions to MCC equipment. The cost covers I/O changes for actuators and exhaust fans. (PCO #026) Cost proposed is \$53,025.00.			
Attachments: Work Change Directive WCD 001 by GWA for COR 003. Proposal by Boller Construction Company, Inc. for RFP 011A, RFP 011B, RFP 012, RFP 013, and COR 005.			
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:		
Original Contract Price	[note changes in Milestones if applicable] Original Contract Times: Substantial Completion:11/17/17		
\$ <u>16,725,000.00</u>	Ready for final payment: 12/27/17 (days or dates)		
[Increase] from previously approved Change Orders No. $\underline{002}$ to $\underline{003}$:	[Increase] from previously approved Change Orders No. <u>002</u> to No. <u>003</u> :		
	Substantial Completion: 692		
\$ <u>1,350,000.00</u>	Ready for final payment: <u>692</u> (days)		
Contract Price prior to this Change Order:	Contract Times prior to this Change Órder:		
\$ <u>17,500,573.66</u>	Substantial Completion: <u>10/10/19</u> Ready for final payment: <u>11/19/19</u> (days or dates)		
[Increase] of this Change Order:	[Increase] [decrease] of this Change Order:		
\$ <u>294,571.47</u>	Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u> (days)		
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:		
\$ <u>17,795,145.13</u>	Substantial Completion: <u>10/10/19</u> Ready for final payment: <u>11/19/19</u>		

ACCEPTED:	ACCEPTED:
By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Title:	Title:

SECTION 8.0 DISCUSSION

SECTION 8.1

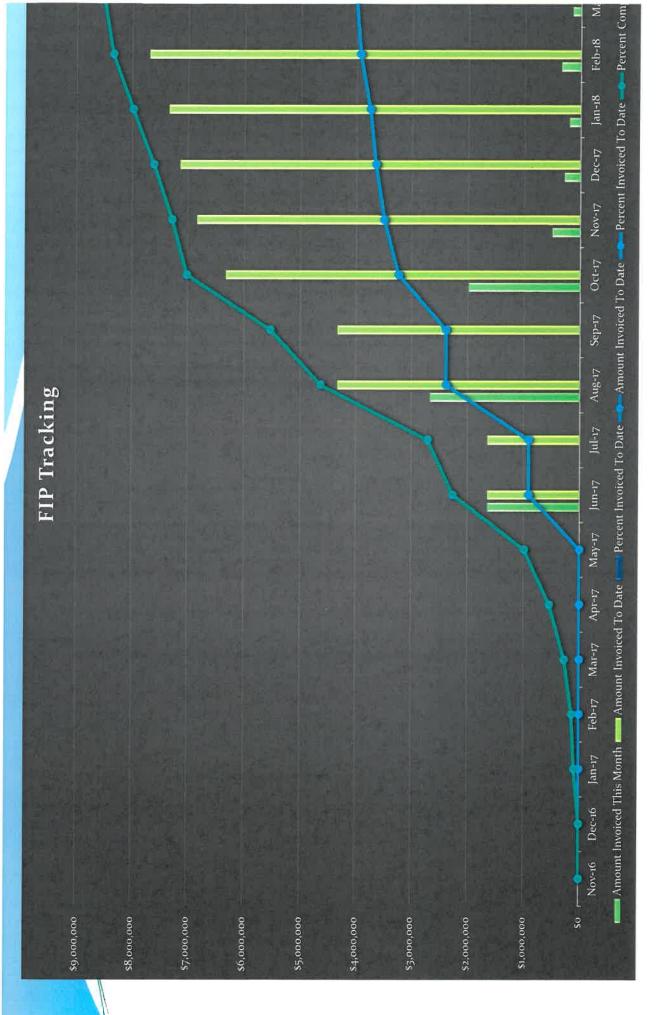
FACILITY IMPROVEMENT PROJECT - UPDATE

FIP Project Update

- Work Completed Since Last EOC Meeting
- Installation of East Half Filters
- Startup of East Half Filters
- ERS Submittal
- Remaining Natural Gas Connections
- More Aggressive on Submittals
- 236 Submittals
- 43 Requests for Information
- Work Anticipated Prior to Next EOC Meeting
- Landscape Restoration
- Filter Building Restoration





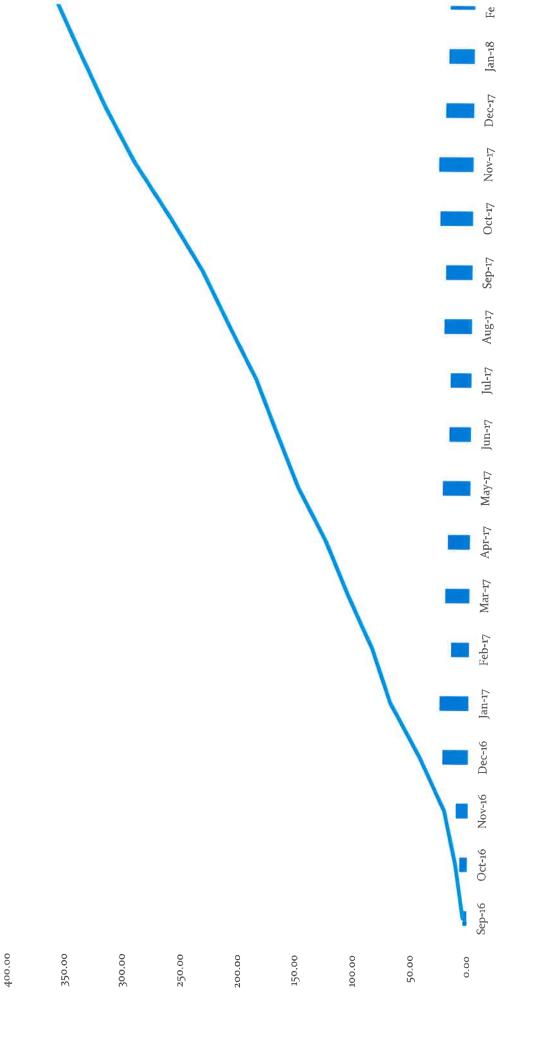


Days Remaining Until Final Completion (11/19/2019): 587

FIP GWA RE Tracking



450.00



SECTION 8.2

PRETREATMENT ORDINANCE UPDATE

SECTION 9.0 OTHER BUSINESS

SECTION 9.1

TECHNICAL ADVISORY COMMITTEE UPDATES

SECITON 9.2 PENDING AGENDA ITEMS



Glenbard Wastewater Authority

21W551 Bemis Road Glen Ellyn, Illinois 60137 Telephone: 630-790-1901 – Fax: 630-858-8119

2018 Pending EOC Agenda Items

Projects	Budget	Date	Status
Capital Improvement Projects			
Electrical Service Distribution System Design Engineering	\$250,000	March	STARTED
Facility Plan/Odor Control Study	\$150,000	April	
Roof Rehabilitation	\$75,000	May	
Infrastructure Improvement			
Telephone System Replacement	\$40,000	May	
UV Building AHU Replacement	\$40,000	April (Under \$20,000, No EOC Approval Needed)	STARTED
SCADA & LAN Server, Firewall Replacement	\$80,000	May	
Plant Fiber Testing & Repairs	\$30,000	On Hold	
HSW Improvements Modifications	\$25,000	TBD	
Equipment Rehabilitation			
Admin. Chiller, Coil, Air Handler, & Duct Design	\$75,000	May	
Digester Cleaning	\$65,000	March	STARTED
CHP Siloxane and Hydrogen Sulfide Media Replacement	\$75,000	July	
Moyno Pumps (10) Spare Parts	\$25,000	As Needed	
Televising & Cleaning NRI & SRI	\$100,000	May	



Glenbard Wastewater Authority

21W551 Bemis Road Glen Ellyn, Illinois 60137 Telephone: 630-790-1901 – Fax: 630-858-8119

Gravity Thickener Bridge & Mechanism Painting	\$40,000	August/September	
CSO Grit Chamber Rehabilitation	\$30,000	August	
SRI Pump Station Concrete Lining	\$50,000	TBD	
Rolling Stock			
*Godwin 4" Trailer Mounted Pump	\$24,000	June	
Administrative			
Forest Preserve Land Swap & Surveying Costs	\$150,000	March	COMPLETED
Pretreatment Ordinance Recommendation		June	Under Village Legal Review

SECTION 10.0

NEXT EOC MEETING

THURSDAY

MAY 10, 2018

AT 8:00 A.M.