



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

May 2, 2017

Board of Trustees

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Frank DeSimone
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Village Clerk

Ilsa Rivera-Trujillo

Village Manager
Evan K. Summers

Mr. James Brill
White Pines Civic Association
Water Committee

Re: April 27, 2017 FOIA Request

Dear Mr. Brill:

I am pleased to help you with your April 27, 2017 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on April 27, 2017. You requested copies of the items indicated below:

"Any and all maps, atlas copies or drawings given to Christopher B. Burke Engineering, Ltd., at any time for the purpose of Christopher B. Burke Engineer, Ltd's, study of White Pines subdivision water system."

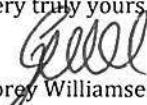
After a search of Village files, the following documents are enclosed to fulfill your request:

- 1) Village of Bensenville FOIA Response Dated November 6, 2015 to Ms. Gina Mellenthin of the White Pines Civic Association. (63 pgs.)

Please be aware that the Village of Bensenville responded to a similar request from the White Pines Civic Association in November 2015.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

Freedom of Information Request

To

Village of Bensenville, Illinois

1356

Cory Williamsen
Freedom of Information Officer
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106

April 27, 2017

Dear Mr. Williamsen

Under the Illinois Freedom of Information Act, 5 ILCS 140/1-11, we are requesting the following information or copies of records/documents indicating the following information.

1. Any and all maps, atlas copies or drawings given to Christopher B. Burke Engineering, Ltd., at any time for the purpose of Christopher B. Burke Engineering, Ltd's., study of the White Pines subdivision water system.

We understand that the Illinois Act permits a public body to charge a reasonable copying fee of .15 per page of standard paper after the initial 50 free pages. I also understand that Illinois law allows the public body to waive said fees when the information sought is not for a commercial purpose and is in the public interest, as is the case for this request. As such I am requesting that any fees be waived and if they are not we are only willing to pay fees for this request up to a maximum of ten dollars (\$10). If you estimate that the fee will exceed this limit, please inform us first.

We request that the above information be transmitted to us electronically in a PDF or JPEG format at MyWPCA@gmail.com. If it is not possible to send the requested information in this format, a representative of the White Pines Civic Association will be available pick up the documents at your earliest convenience.

Respectfully,

James Brill
White Pines Civic Association
Water Committee
(312) 659-9148



BENSENVILLE
VILLAGE CLERK'S OFFICE

12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

November 20, 2015

President
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Board of Trustees
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Frank DeSimone
Susan Janowiak
Agnieszka "Annie" Jaworska
Martin O'Connell
Henry Wesseler

Village Clerk
Ilisa Rivera-Trujillo

Interim Village Manager
Frank Kosman

Ms. Gina Mellenthin
GinaWPCA@gmail.com
4N150 Pine Grove
Bensenville, IL 60106

Re: November 6, 2015 FOIA Request

Dear Ms. Mellenthin:

I am pleased to assist you with your November 6, 2015 Freedom of Information Act request ("FOIA Request"), received by the Village of Bensenville (the "Village") on November 6, 2015. On November 13, 2015, the Village extended its time to respond to your FOIA Request. You have requested the information indicated below:

"Any and all documents, letters, drafts, notes, phone logs or meeting minutes sent to or received from Christopher B. Burke Engineering, LTD., regarding the White Pines water system evaluation, existing water system model, proposed water system model, water model scenarios and water system isolation recommendations"

Enclosed are all the Village records responsive to your FOIA Request.

Do not hesitate to contact me or Sean Conway, one of the Village's attorneys, at (630) 681-1000, if you have any questions or concerns in connection with this Response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville



WHITE PINES CIVIC ASSOCIATION

Corey Williamsen
Freedom of Information Officer
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

CRM #
11764

November 6, 2015

Att: Mr. Williamsen:

The White Pines Civic Association and Save White Pines Committee by me as a duly authorized representative respectfully request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., a copy of the following record(s)/document(s):

1. Any and all documents, letters, reports, drafts, notes, phone logs, emails or meeting minutes sent to or received from Christopher B. Burke Engineering, LTD., regarding the White Pines water system evaluation, existing water system model, proposed water system model, water model scenarios and water system isolation recommendations.

If any record or portion of a record responsive to this request is contained in a record or portion of a record deemed unresponsive to the request, I would like to inspect the entire document. Under the Freedom of Information Act, all non-exempt portions of any partially-exempt documents must be disclosed.

As a registered Illinois 501(c)3 non profit organization, both the White Pines Civic Association and the Save White Pines Committee are exempt from the voluminous request provision.

If any fee will be incurred in fulfilling this request, please obtain my approval before the fee is incurred. I will pick-up any requested documents.

Respectfully,

Gina Mellenthin
GinaWPCA@gmail.com
4N150 Pine Grove, Bensenville, IL 60106
(630)202-5738

cc: WPCA FOIA file
WPCA Board



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

November 13, 2015

President
Frank Soto

Board of Trustees
Rosa Carmona
Frank DeSimone
Susan Janowak
Agneska "Anne" Jaworska
Martin O'Connell
Henry Wessler

Village Clerk
Ilsa Rivera-Trujillo

Interim Village Manager
Frank Kisman

Ms. Gina Mellenthin
ginaWPCA@gmail.com
4N150 Pine Grove
Bensenville, Illinois 60106

Re: November 6, 2015 FOIA Request

Dear Ms. Mellenthin:

I am pleased to help you with your November 6, 2015 Freedom of Information Act ("FOIA"). Your request was received by the Village of Bensenville on November 6, 2015 via email. You requested copies of the items indicated below:

"Any and all documents, letters, reports, drafts, phone logs, emails or meeting minutes sent to or received from Christopher B. Burke Engineering, LTD., regarding the White Pines water system evaluation, existing water model, proposed water system model, water model scenarios and water system isolation recommendations."

The Village needs to consult with the Village Attorney to determine whether any of the records you have requested are exempt from disclosure under Section 7 of the FOIA or should be revealed only with appropriate deletions. Therefore, pursuant to Section 3(e)(v) of FOIA, 5 ILCS 140/3(e)(v), the Village is extending the time it has to respond to your request by an additional five (5) business days. The Village will respond to your request on or before November 20, 2015.

Please let me know if you have any questions.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

MEMORANDUM

DRAFT

DATE: April 10, 2015

TO: Joe Caracci, PE – Bensenville Public Works Director

FROM: Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
Bryan Welch, PE
Kevin Baldwin, PE

SUBJECT: White Pines Water System
Isolation of Water System Strategy
(CBBEL Project No. 12-0433)

This memorandum outlines the recommended approach to isolating the White Pines Area from the Village of Bensenville's water system. While the White Pines Area lies within unincorporated DuPage County, the Village of Bensenville currently supplies water to the subdivision and performs emergency maintenance on the water system. The main objective for isolating this area is to provide the Village with the capability to meter this area separately from the rest of the system.

To accomplish isolating the system while maintaining a connection to Bensenville's system, a total of four (4) check valve and flow meter assemblies are recommended to be installed at the following locations:

- Forest View Road at Church Road (6" main)
- White Pines Road at Church Road (12" main)
- Crest Avenue at Church Road (6" main)
- Briar Lane at 3rd Avenue (new 8" main)

In addition to the check valve and flow meter assemblies, a new 8"-diameter water main must be constructed on the south side of 3rd Avenue between Briar Lane and the north-south main between 3rd Avenue and Crest Avenue, just west of Church Road. This main will serve the homes on the south side of 3rd Avenue and the 11 unincorporated houses. It is necessary to disconnect the unincorporated homes from the existing main on 3rd Avenue and reconnect them to the new 8" main to include them in the isolated White Pines Area system.

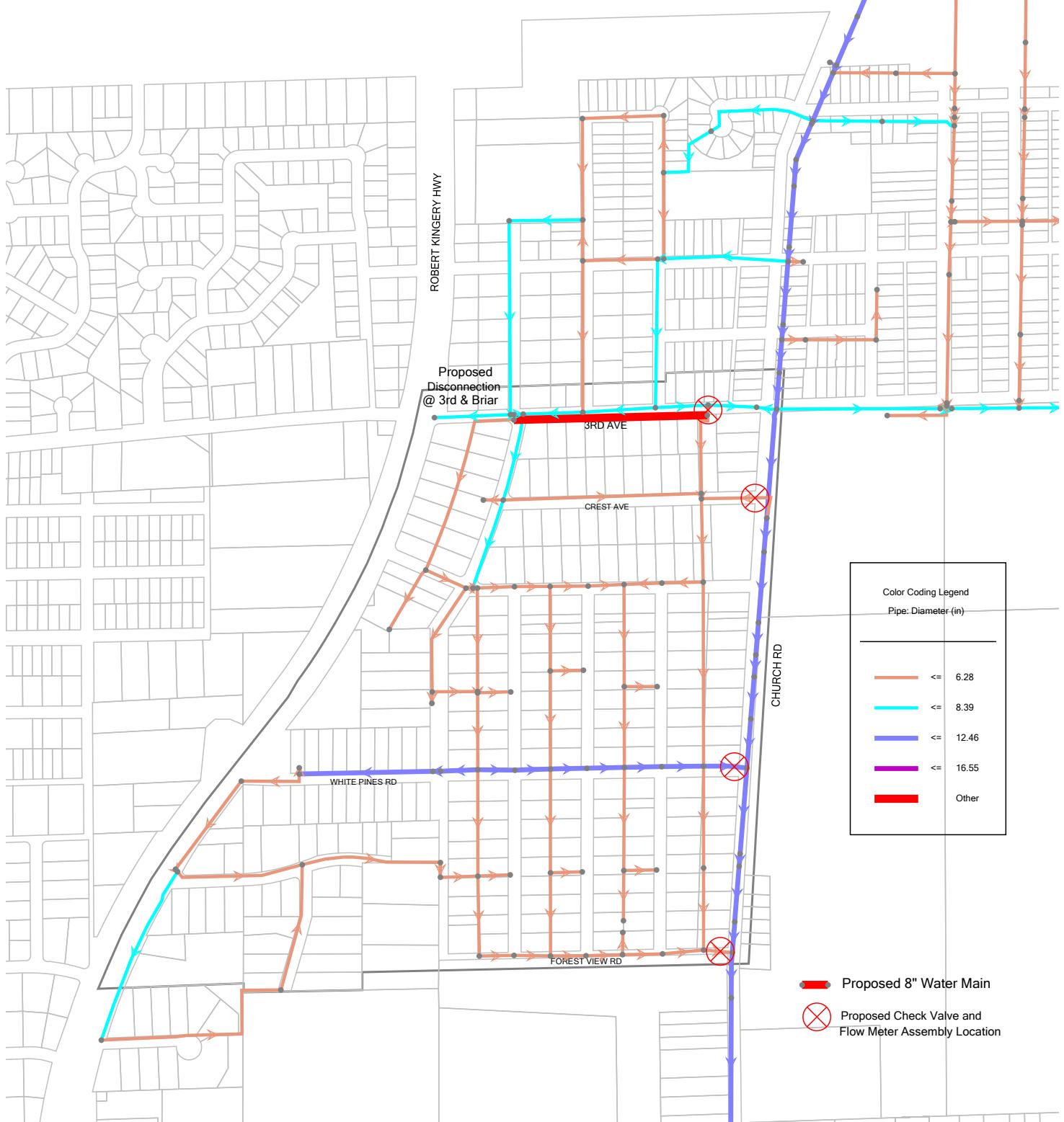
Attached Exhibit A illustrates the scope of the recommended system isolation approach. A budgetary cost estimate to construct the improvements is also attached.

KWB
N:\BENSENVILLE\120433\Mech\Docs\Isolation of White Pines Water System.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

DRAFT



DRAFT

WHITE PINES WATER SYSTEM IMPROVEMENTS
ESTIMATED PROJECT COSTS - APRIL 9, 2015

PROJECT COST ESTIMATE - WHITE PINES SYSTEM ISOLATION

	<u>Quantity</u>	<u>Unit</u>	<u>Cost per Unit</u>	<u>Cost</u>
8" Water Main				
Third Avenue	1,200	Feet	\$300	\$360,000
6" Check Valve & Flow Meter Assembly in Vault	2	Each	\$20,000	\$40,000
8" Check Valve & Flow Meter Assembly in Vault	1	Each	\$25,000	\$25,000
12" Check Valve & Flow Meter Assembly in Vault	1	Each	\$30,000	\$30,000
			Subtotal Construction:	\$455,000
			Contingency (10%):	\$45,500
			Total Construction Cost:	\$500,500
			Design Engineering & Permitting (7%):	\$35,035
			Construction Engineering (8%):	\$40,040
			Total Engineering & Permitting:	\$75,075
			TOTAL PROJECT COST:	\$575,000



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 4, 2015

Revised May 8, 2015

Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Attention: Mr. Joe Caracci, PE
Bensenville Public Works Director

Subject: Proposal for Professional Engineering Services
Water Main and Valve Design for Water System Metering
White Pines Area
Village of Bensenville, Illinois

Dear Mr. Caracci:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to the design, preparation of contract documents, permit applications, and cost estimates for the water distribution system improvements for the metering of the White Pines Area water system. Below is our Understanding of Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

It is our understanding that the Village would like to proceed with the design of the necessary improvements needed for the metering of the existing water distribution system to the White Pines Area. The main objective for this improvement is to provide the Village with the capability to meter this area separately from the rest of the Village's system.

To accomplish metering the system while maintaining a connection to the Village's water system, a total of four (4) check valve and flow meter assemblies are needed to be installed. A new 8"-diameter water main must be constructed on the south side of 3rd Avenue between Briar Lane and the north-south main between 3rd Avenue and Crest Avenue, just west of Church Road. This main will serve the homes on the south side of 3rd Avenue along with 11 unincorporated houses.

The scope of the design work included herein is consistent with the draft recommended system metering approach Exhibit A dated April 2015 that was previously prepared for the Village.

SCOPE OF SERVICES

Task 1 – Project Survey and Base Sheets: CBBEL surveying staff will provide the following services to complete a topographic survey for 1,200 linear feet of roadway and the location of the metering valve sites on 3 offsite intersections:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. This will be based on NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts (with structure details), streams, ditches etc.

Cross Sections: CBBEL will survey cross sections along the project limits at 100' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 20 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. In addition, CBBEL will coordinate with utility owners to retrieve atlas information. In addition, CBBEL will coordinate with JULIE Utility Coordination to retrieve atlas information.

Tree Survey: CBBEL will locate all trees over 6 inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project.

Office calculations and plotting of field and record data

Prepare Base Mapping: Drafting of an Existing Conditions Plan at a scale of 1"=20'

Task 2 – Plans, Specifications and Estimates: CBBEL will prepare plans and specifications for the subject water main and metering valve locations. The plans and specifications will be submitted to the Village for review.

CBBEL will coordinate and prepare the IEPA construction permit required for the project. The permit application will be submitted in a timely manner to facilitate expeditious construction.

The following sheets and associated man-hours are estimated to be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	4	4
General Notes/Summary of Quantities	1	8	8
Alignment, Ties and Benchmark Sheets (1"=50')	1	8	8
Existing Conditions Plan	1	8	8
Utility Plan and Profile (1"=20')	3	16	48
Metering Valve Plan Sheets	2	16	32
Construction Details	3	4	12
Specifications	--	--	24
Cost Estimate/Quantities	--	--	24
Permitting	--	--	24
TOTAL	12	--	192

Task 3 – Bidding Assistance: CBBEL will assist the Village with advertising for bidding, distributing plans and specifications to bidders, and attendance at the bid opening. CBBEL will review and tabulate the three lowest bids and make a recommendation of award.

ESTIMATE OF FEE

We have determined the following costs for each of the tasks described in this proposal.

TASK	FEE
Task 1 – Project Survey and Base Sheets	\$8,500
Task 2 – Plans, Specifications, Estimates, and Permitting	\$24,000
Task 3 – Bidding Assistance	\$1,500
Direct Costs	\$900
NOT-TO-EXCEED TOTAL	\$34,900

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



**Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President**

**Encl. Schedule of Charges
General Terms and Conditions (Village of Bensenville)**

**THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF BENSENVILLE**

BY:

TITLE:

DATE:

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2015

	<u>Charges*</u> <u>(\$/Hr)</u>
<u>Personnel</u>	
Principal	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CAD I	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.


When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



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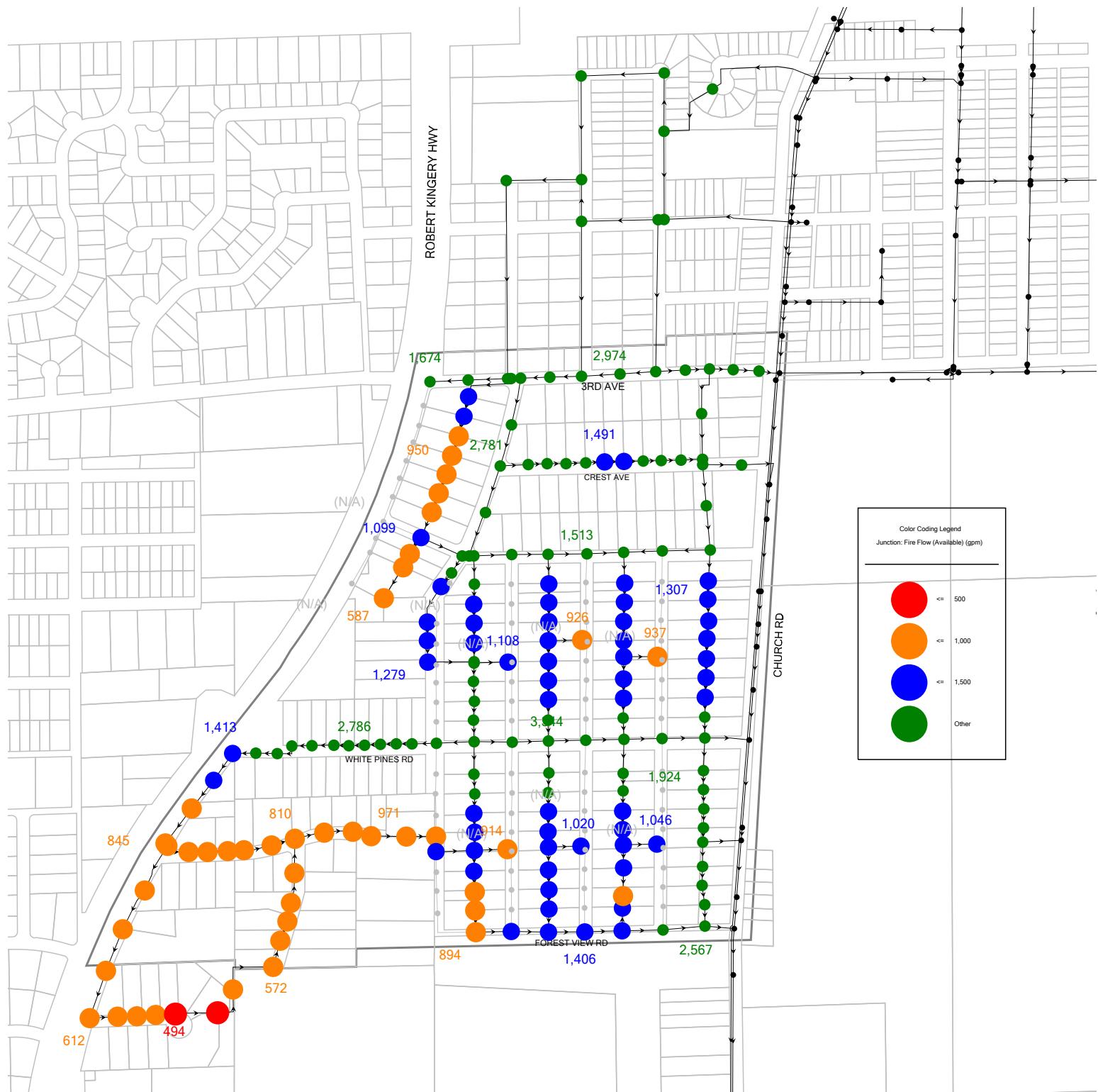
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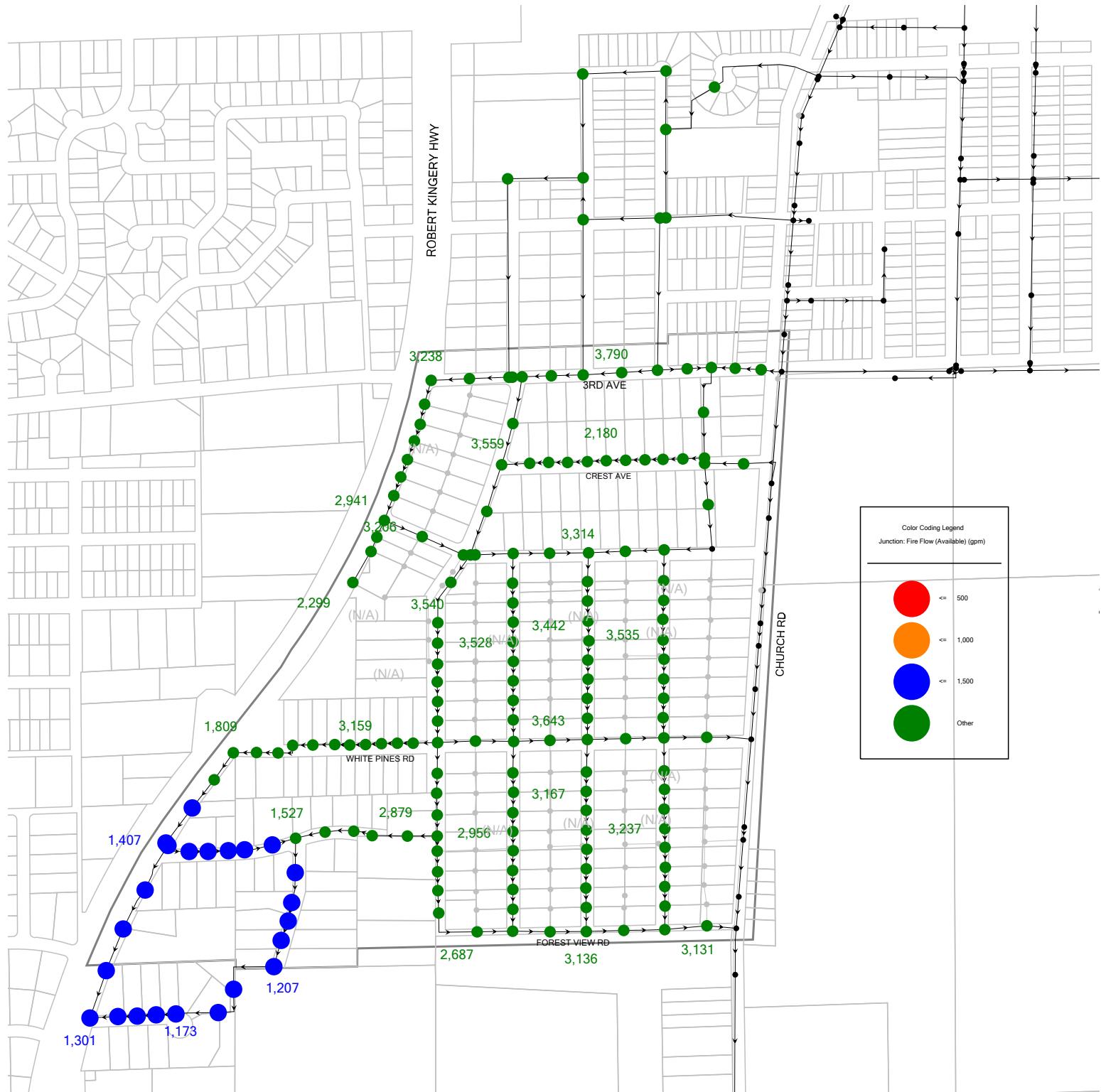
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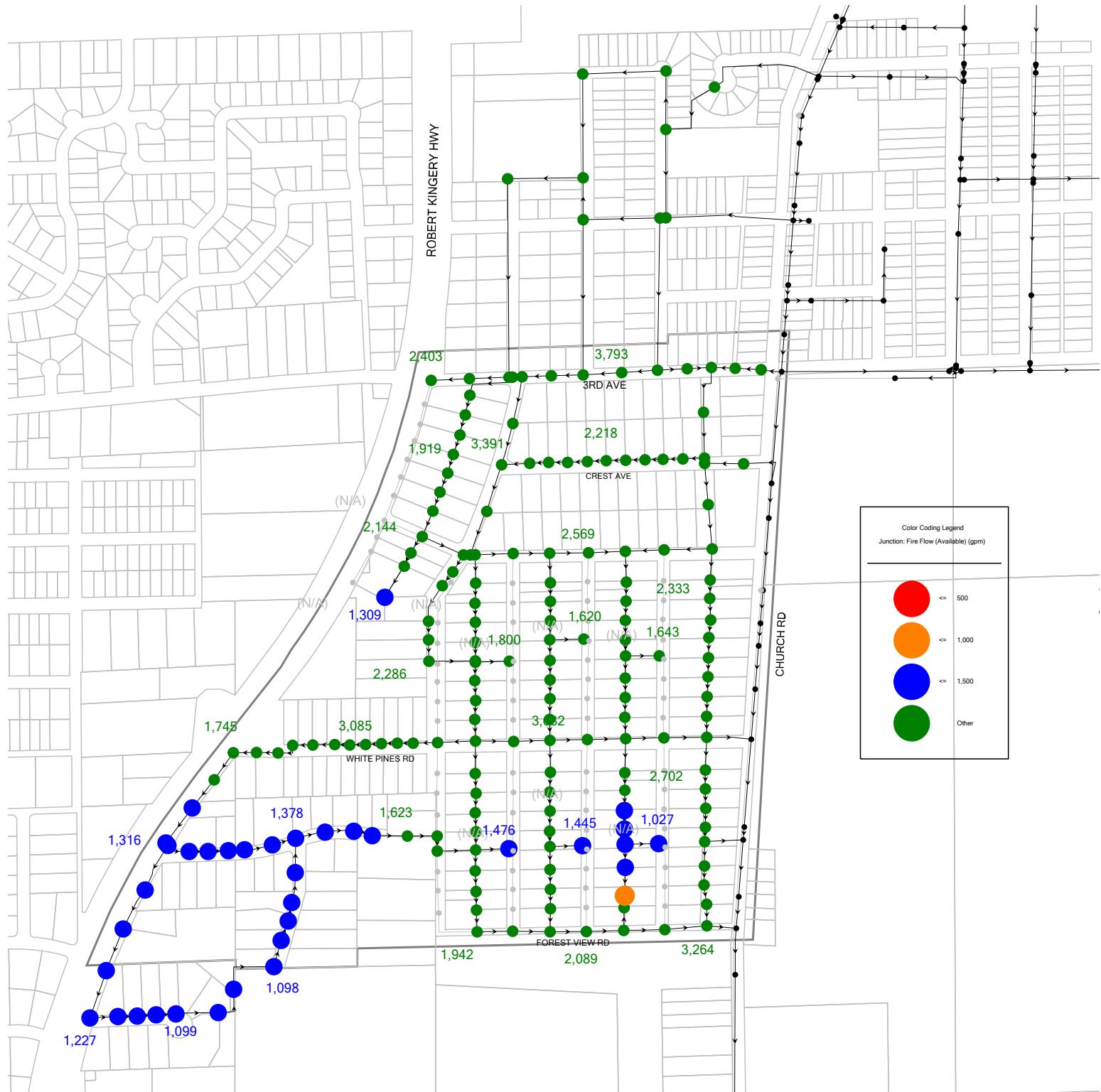
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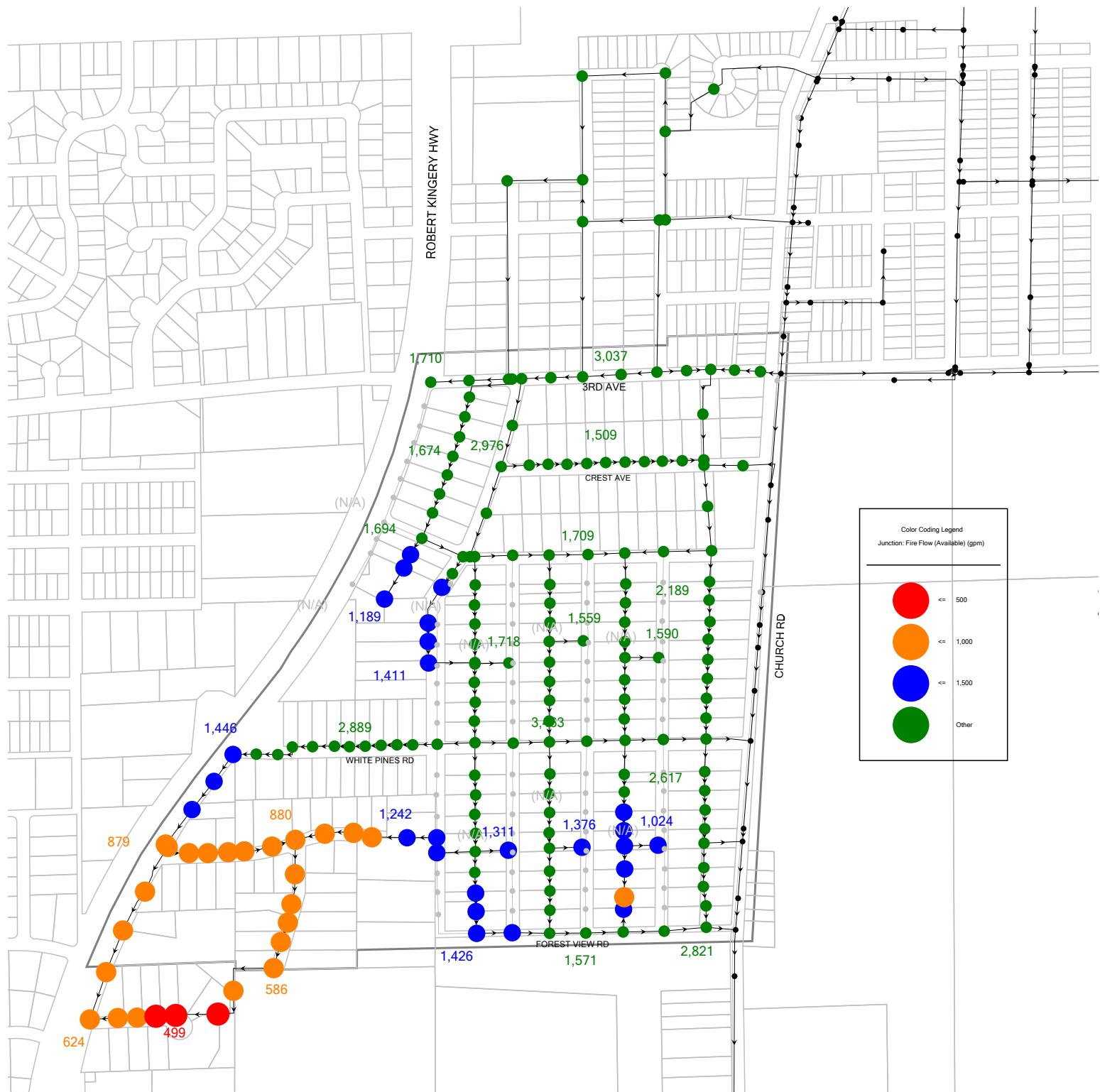
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WHITE PINES WATER SYSTEM IMPROVEMENTS

DECEMBER 15, 2014

PROJECT COST ESTIMATE - MAIN REPLACEMENT

Location	Main Location	New Water Main			New Public Water Service			New Private Water Service			Total Cost	
		Length	Cost per Ft	WM Cost	Quantity	Cost per Ea	Cost	Quantity	Cost per Ea	Cost		
8" Water Main	Roadway	1,400	\$170	\$238,000	22	\$3,000	\$66,000	0	\$8,000	\$0	\$304,000	
		2,020	\$170	\$343,400	12	\$3,000	\$36,000	0	\$8,000	\$0	\$379,400	
		1,970	\$170	\$334,900	36	\$3,000	\$108,000	36	\$8,000	\$288,000	\$730,900	
		1,970	\$170	\$334,900	36	\$3,000	\$108,000	36	\$8,000	\$288,000	\$730,900	
		1,970	\$170	\$334,900	36	\$3,000	\$108,000	36	\$8,000	\$288,000	\$730,900	
		2,030	\$170	\$345,100	38	\$3,000	\$114,000	28	\$8,000	\$224,000	\$683,100	
		1,000	\$170	\$170,000	10	\$3,000	\$30,000	10	\$8,000	\$80,000	\$280,000	
		1,500	\$170	\$255,000	16	\$3,000	\$48,000	0	\$8,000	\$0	\$303,000	
		700	\$170	\$119,000	9	\$3,000	\$27,000	0	\$8,000	\$0	\$146,000	
		1,250	\$225	\$281,250	8	\$3,000	\$24,000	0	\$8,000	\$0	\$305,250	
		0	\$170	\$0	21	\$3,000	\$63,000	21	\$8,000	\$168,000	\$231,000	
12" Water Main	Roadway	1,800	\$195	\$351,000	22	\$3,000	\$66,000	0	\$8,000	\$0	\$417,000	
		1,580	\$195	\$308,100	0	\$3,000	\$0	0	\$8,000	\$0	\$308,100	
		19,190		\$3,415,550	266		\$798,000	167		\$1,336,000	\$5,549,550	
Construction Subtotals:												
Contingency (10%):				\$341,555			\$79,800			\$133,600	\$554,955	
Estimated Construction Cost:				\$3,757,105			\$877,800			\$1,469,600	\$6,104,505	

Estimated Construction Cost: \$6,104,505

Notes:	Design Engineering & Permitting (7%):	\$427,316
1. This estimate does not include any work on Massel Court.	Construction Engineering (8%):	\$488,361
	Legal Fees:	\$25,000
	Total Engineering, Permitting & Legal:	\$940,677

TOTAL PROJECT COST: \$7,045,182

Total Homes:	266
Avg. Cost per Home:	\$26,486

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WHITE PINES WATER SYSTEM IMPROVEMENTS

APRIL 9, 2015

PROJECT COST ESTIMATE - MAIN LINING

Location	Main Location	Water Main Lining				
		Length	Cost per Ft	Cost		
6" Water Main						
Crest	Roadway	1,400	\$218	\$305,200		
Red Oak	Roadway	1,600	\$218	\$348,800		
Forest View	Roadway	1,580	\$218	\$344,440		
Church	Rear Yard	2,900	\$218	\$632,200		
Hawthorne	Rear Yard	1,970	\$218	\$429,460		
Ridgewood	Rear Yard	1,970	\$218	\$429,460		
Pine Grove	Rear Yard	1,970	\$218	\$429,460		
Briar Lane (S of Red Oak)	Roadway	1,400	\$218	\$305,200		
Rte 83 (N of WP)	Rear Yard	1,500	\$218	\$327,000		
Rte 83 (WP to Woodland)	Roadway	950	\$218	\$207,100		
Woodland	Roadway	1,700	\$218	\$370,600		
Fisher	Roadway	700	\$218	\$152,600		
8" Water Main						
3rd Avenue	Roadway	1,800	\$218	\$392,400		
		Construction Subtotal:	\$4,673,920			
		Contingency (10%):	\$467,392			
		Estimated Construction Cost:	\$5,141,312			
		Design Engineering & Permitting (7%):	\$359,892			
		Construction Engineering (8%):	\$411,305			
		Legal Fees:	\$25,000			
		Total Engineering, Permitting & Legal:	\$796,197			
		TOTAL PROJECT COST: \$5,937,509				
		<i>Total Homes: 266</i>				
		<i>Avg. Cost per Home: \$22,322</i>				

Notes:

1. No lining for Briar Lane north of Red Oak Street and White Pines Road, per Village.
2. Water main lining cost per foot same as IAWC/Elmhurst 2014 lining project (\$458,000/2,100 feet), and is inclusive of new fire hydrants and valves. The estimated cost of \$218 per linear foot is low compared to \$247.89 per linear foot referenced in recent USEPA paper (EPA/600/R-12/012) entitled "Performance Evaluation of Innovative Water Main Rehabilitation Cured-in-Place Pipe Lining Product in Cleveland, Ohio" dated February 2012.
3. Estimate does not account for any issues caused by the existing host pipe condition.
4. Estimate does not include any work on Massel Court.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 16, 2015

Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Attention: Mr. Michael Cassady
Village Manager

Subject: Proposal for Professional Engineering Services
Water System Modeling and Evaluation
White Pines Area
Village of Bensenville, Illinois

Dear Mr. Cassady:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services for the development of a water model for the White Pines Area for the purposes of evaluating the existing system and proposed improvement alternatives. CBBEL will also evaluate alternative approaches to isolating the White Pines Area water system for the purposes of metering and/or quantifying current water losses in the system. Below is our Understanding of Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

It is our understanding that the Village wishes to analyze the existing water distribution system for the White Pines Area. The purpose of this exercise is to characterize the level of service provided by the existing water system, identify any deficiencies in the system and enable the Village to identify the impacts of alternative system improvements.

An existing model of the Village water system was previously prepared by CBBEL in the late 2000s as part of an analysis involving the O'Hare Modernization Program. CBBEL will utilize the existing model to create a water system model for the White Pines Area.

Additionally, CBBEL will evaluate potential strategies for isolating the White Pines Area water system for the purposes of metering and/or determining current water loss within the system.

SCOPE OF SERVICES

Task 1 – Data Collection, Review, and Update Model: CBBEL will review and evaluate the existing Village water model previously built by CBBEL. CBBEL will utilize the existing model to create a water system model for the White Pines Area. We will calibrate the White Pines Area system model by requesting flow data at key locations from the Village and calibrating model accordingly.

CBBEL will collect, review, & update necessary information for key components of the system model:

- Capacities and operating characteristics of the pumps including pump curves, representative daily pumping rates, and run times;
- Representative tank level set points for pumps On and Off;
- Review & Update Average Day, Maximum Day, Peak Hour, and Fire Flow water demands to be used to model the existing water facilities and existing distribution system;
- Verify ground elevations at water main junctions and the connectivity of the system;
- Review & Update the High water consumer locations within the water system;
- Establish minimum/maximum acceptable pressures for the water demand conditions to be modeled;
- Establish the Hazen-Williams C factor to be used for modeling the water system;
- Emergency and Alternative water supply sources;
- Village fire flow requirements (residential and commercial);
- Calibrate the model with existing fire hydrant tests on file and performed by the Village Public Works staff or Fire Department.

Task 2 – Analyze White Pines Area Water System: Based on the information obtained in Task 1, CBBEL will model the existing White Pines Area water system and identify and exhibit the following:

- Calculated Fire Flows available;
- Water main ages & break histories;
- Pressure and Fire Flow deficiencies;

In addition to modeling the existing White Pines Area water system, CBBEL will run model scenarios for system improvement alternatives requested by the Village. These improvement scenarios will allow the Village to identify the impact of various system improvements.

Task 3 – Deliverables & Recommendations: CBBEL will meet with the Village to discuss findings of the water modeling with the Village Staff. CBBEL will summarize our findings and recommendations in a brief letter report.

Task 4 – System Isolation Evaluation: CBBEL will investigate alternative approaches to isolating the White Pines Area from the Village's water distribution system for the purposes of metering and/or determination of system water loss. CBBEL will provide budgetary costs for each alternative and present our findings to the Village for their consideration.

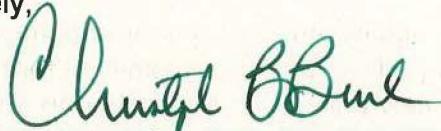
ESTIMATE OF FEE

TASK	FEE
Task 1 – Data Collection, Review, & Update Model	\$3,500
Task 2 – Analyze White Pines Area Water System	\$2,250
Task 3 – Deliverables & Recommendations	\$2,250
Task 4 – System Isolation Evaluation	\$1,500
Direct Costs	\$250
	NOT-TO-EXCEED TOTAL
	\$9,750

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions (Village of Bensenville)

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF BENSENVILLE

BY: _____
TITLE: _____
DATE: _____

ESTIMATE OF FEE

TASK	FEE
Task 1 – Data Collection, Review, & Update Model	\$3,500
Task 2 – Analyze White Pines Area Water System	\$2,250
Task 3 – Deliverables & Recommendations	\$2,250
Task 4 – System Isolation Evaluation	\$1,500
Direct Costs	\$250
	NOT-TO-EXCEED TOTAL
	\$9,750

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Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions (Village of Bensenville)

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF BENSENVILLE

BY: McCaskey
TITLE: Village Manager
DATE: 1/22/15

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2015

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CAD I	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

- Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Friday, January 30, 2015 3:18 PM
To: Mehul Patel; Rick Radde
Cc: Joseph Caracci
Subject: White Pines Water Model - Request for Info
Attachments: CBBEL_BensenvilleFireFlowTemplate_1.xlsx; 120433_SuggestedFFLocations.pdf

Hi Mehul/Rick,

We have developed a skeleton water model of the White Pines area water system and now need to calibrate the model. Below is a list of information we would like to obtain from the Village which will help us calibrate the model and ensure that the model outputs truly represent observed conditions:

- Typical Average Day, Maximum Day and Peak Hour Demands for the overall Bensenville water system
- Water Usage info for each property in the White Pines area – Either Yearly rate or if Monthly Rate data can be used
- Recent flow test records (I've attached an exhibit showing the general areas we'd like flow tests done, along with a template for record the testing results)
- Record Drawings of Tanks and Standpipes to verify the information of the existing model
- Record Drawings of Any Reservoirs and operation information
- Typical Tank Level Set points for Pumps On and Off (Please indicate which tank is used as the reference tank)
- Typical Daily Pumping Rates / Run Times
- Village Fire Flow Requirements (residential/commercial/industrial)
- GIS ESRI Shapefile of Contours for Bensenville (if available)

Please let me know if you have any questions. Have a good weekend.

Bryan Welch, PE

Project Manager

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

Phone: (847) 823-0500

Fax: (847) 823-0520

E-Mail: bwelch@cbbel.com

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Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Wednesday, February 11, 2015 8:47 AM
To: Mehul Patel; Rick Radde
Cc: Joseph Caracci
Subject: RE: White Pines Water Model - Request for Info

Thanks, Mehul. I have confirm with my modeler that we have enough information to calibrate the model since we will be using the 2009 flow test data until newer data is available.

Back in January, I had spoken with Joe about trying to have the modeling, analysis and summary memo for the modeling scenarios and the system isolation strategies finalized in time to make a public works committee meeting on 2/17. We knew that would be difficult to make happen, and at this point it doesn't appear to be likely. I am planning to have everything completed and submitted to the Village by the end of the month.

Thanks.

Bryan Welch, PE

Project Manager

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

Phone: (847) 823-0500

Fax: (847) 823-0520

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From: Mehul Patel [mailto:MPatel@bensenville.il.us]

Sent: Wednesday, February 11, 2015 8:39 AM

To: Bryan Welch; Rick Radde

Cc: Joseph Caracci

Subject: RE: White Pines Water Model - Request for Info

Bryan,

Attached is spreadsheet pertaining to the water usage item by property on your list below.

Mehul

From: Bryan Welch [mailto:bwelch@cbbel.com]

Sent: Monday, February 09, 2015 12:29 PM

To: Mehul Patel; Rick Radde

Cc: Joseph Caracci

Subject: RE: White Pines Water Model - Request for Info

Thanks. I'll have the water modeler for this project go through the information and will let you know if we need anything else. Since current flow test data is not available, we will calibrate the model using data collected in 2009 until updated data can be provided by the Village. Thanks.

Bryan Welch, PE*Project Manager***Christopher B. Burke Engineering, Ltd.**

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

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From: Mehul Patel [<mailto:MPatel@bensenville.il.us>]**Sent:** Monday, February 09, 2015 10:45 AM**To:** Bryan Welch; Rick Radde**Cc:** Joseph Caracci**Subject:** RE: White Pines Water Model - Request for Info

Bryan

Our compiled responses in red below. There are a total of 5 attachments totaling to 21 MB in size.

Mehul T. Patel – PE, CFM

*Assistant Director of Public Works-Engineering***Village of Bensenville**

(630) 594-1196

From: Bryan Welch [<mailto:bwelch@cbbel.com>]**Sent:** Friday, January 30, 2015 3:18 PM**To:** Mehul Patel; Rick Radde**Cc:** Joseph Caracci**Subject:** White Pines Water Model - Request for Info

Hi Mehul/Rick,

We have developed a skeleton water model of the White Pines area water system and now need to calibrate the model. Below is a list of information we would like to obtain from the Village which will help us calibrate the model and ensure that the model outputs truly represent observed conditions:

- Typical Average Day, Maximum Day and Peak Hour Demands for the overall Bensenville water system - **Attached - labeled as Monthly Reports**
- Water Usage info for each property in the White Pines area – Either Yearly rate or if Monthly Rate data can be used **Will provide as soon as I receive it from Finance Department.**
- Recent flow test records (I've attached an exhibit showing the general areas we'd like flow tests done, along with a template for record the testing results) **The Village doesn't have good records for hydrant fire flows. We will have the areas you listed completed as soon as the weather breaks. We have budgeted for this item in FY 2015.**
- Record Drawings of Tanks and Standpipes to verify the information of the existing model – **Everything we can find it attached.**
- Record Drawings of Any Reservoirs and operation information

Typical Tank Level Set points for Pumps On and Off (Please indicate which tank is used as the reference tank)

Pumps are not used to refill our system. DWC supply's our system at a high enough pressure to refill our

system. Our pumps run only to draw down our reservoirs per IEPA requirements for tank turn-over. Belmont is our lead tower. We open up our clay valve at 24 feet and its closes at 39.5 feet.

- Typical Daily Pumping Rates / Run Times Run times for pumps are listed in the same report above.
- Village Fire Flow Requirements (residential/commercial/industrial) see attached fire flow requirement section of the IBC code.
- GIS ESRI Shapefile of Contours for Bensenville (if available) – 94 MB zip file. I can have it uploaded on your FTP or burn it on a DVD for pick up.

Please let me know if you have any questions. Have a good weekend.

Bryan Welch, PE

Project Manager

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600 1938 E. Lincoln Highway, Suite 212
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Phone: (847) 823-0500 Phone: (815) 463-9050
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Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Monday, March 02, 2015 6:55 PM
To: Joseph Caracci
Subject: RE: White Pines Water Model Meeting

No problem. Just a heads up, our meeting on Thursday is intended to be geared more towards the technical side...less about the actual water model findings and more towards discussing details about the existing system and proposed improvements needed to finalize the water model scenarios and our recommendations.

Bryan Welch, PE

Project Manager

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-----Original Appointment-----

From: Joseph Caracci [mailto:JCaracci@bensenville.il.us]
Sent: Monday, March 02, 2015 2:03 PM
To: Bryan Welch
Subject: Accepted: White Pines Water Model Meeting
When: Thursday, March 05, 2015 2:00 PM-3:00 PM (UTC-06:00) Central Time (US & Canada).
Where: 717 E. Jefferson Street, Bensenville, IL

I invited Mike Cassady to the meeting as well.

Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Friday, March 27, 2015 3:12 PM
To: Joseph Caracci
Cc: Mehul Patel
Subject: Water Model Scenarios

Hi Joe,

Can you please confirm that the proposed water model scenarios I outlined below are what you are expecting? Just want to make sure before we move forward.

1. Replace all mains except Briar, White Pines and 3rd Avenue
2. Line existing mains currently within ROW but abandon rear yard mains and construct new mains in ROW
3. Line all mains except Briar, White Pines and 3rd Avenue

If you could provide confirmation today or Monday morning, it would be greatly appreciated. We're going to do our very best to get you the draft isolation memo and revised model exhibits by 4/10. Thanks.

Bryan Welch, PE

Project Manager

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Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Thursday, April 09, 2015 4:10 PM
To: Joseph Caracci
Cc: Christopher Burke; Michael Cassady
Subject: White Pines Water Model - Draft Deliverables
Attachments: Water Model Scenarios_Draft_2015_0409.pdf; White Pines Cost Estimate_Replace vs Line_Draft_2015_0409.pdf; M Isolation of White Pines Water System_Draft_2015_0409.pdf

Hi Joe,

Per your request, attached are the following draft documents prepared by CBBEL related to the White Pines Area water modeling:

Water Model Scenarios: CBBEL prepared draft exhibits for the below-noted scenarios requested by the Village. As we discussed, the water model was calibrated based off of the OMP model information we already had. We will recalibrate the model once we receive the flow test data from the White Pines area.

- Exhibit 1 – Available Fire Flows (Existing Conditions)
- Exhibit 2 – Available Fire Flows (All Mains Replaced Except Briar, White Pines)
- Exhibit 3 – Available Fire Flows (Backyard Mains Relocated to Roadway, Existing Roadway Mains Lined)
- Exhibit 4 – Available Fire Flows (All Existing Mains Lined)
- Exhibit 5 – Available Fire Flows (Backyard Mains Lined, No Work on Roadway Mains)

Water Main Lining Cost Estimate: I have attached the December 2014 cost estimate for the Water Main Replacement alternative, and have also prepared a cost estimate for the “All Existing Mains Lined” alternative. The unit cost for water main lining used in this estimate is \$218 per foot, which is the same per-foot cost that Fer-Pal provided for the IAWC/Elmhurst 6” main lining project. Though my phone conversation notes indicate that the fire hydrants and valves were not replaced in that project, Fer-Pal’s project fact sheet indicates they were. Therefore, I have assumed that the \$218/foot is inclusive of fire hydrants and valves.

As we discussed, in order to provide the required fire flow (1500 gpm) to the southwest corner of the area, we would need to upsize the 6” mains on Woodland, Fisher and Massell to 8” mains at an estimated construction cost of approximately \$750,000.

System Isolation Memo: Pursuant to our meeting a few weeks ago, CBBEL prepared the attached draft memorandum to outline the recommended approach to isolating the White Pines Area water system from the Village’s system. Attachments to the memorandum include an exhibit illustrating the improvements and a budgetary cost estimate for the work.

Please let me know if you have any questions. Thanks.

Bryan Welch, PE

Project Manager

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Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Thursday, April 09, 2015 3:39 PM
To: Rick Radde
Cc: Joseph Caracci
Subject: Flow Tests

Hi Rick,

I checked with Kevin (modeler) and he confirmed that the only info we need from the flow tests is hydrant location, static pressure, residual pressure and flow rate. Let me know if you have any questions. Thanks.

Bryan Welch, PE

Project Manager

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Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Monday, April 13, 2015 4:18 PM
To: Joseph Caracci
Subject: RE: Revised Water Model Exhibits
Attachments: Water Model Scenarios_Draft_2015_0409.pdf

Pre-Village flow testing exhibits attached.

Bryan Welch, PE

Project Manager

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From: Bryan Welch
Sent: Monday, April 13, 2015 4:04 PM
To: 'Joseph Caracci'
Subject: RE: Revised Water Model Exhibits

Here is the revised estimate. Let me know if you need anything else. Thanks.

Bryan Welch, PE

Project Manager

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From: Joseph Caracci [<mailto:JCaracci@bensenville.il.us>]
Sent: Monday, April 13, 2015 3:18 PM
To: Bryan Welch
Subject: RE: Revised Water Model Exhibits

Attached is the modification to the cost estimate. Also, please make sure "Draft" is on both estimates.

From: Bryan Welch [<mailto:bwelch@cbbel.com>]
Sent: Monday, April 13, 2015 3:02 PM
To: Joseph Caracci
Subject: RE: Revised Water Model Exhibits

Revised exhibits with legend modification are attached.

Bryan Welch, PE

Project Manager

Christopher B. Burke Engineering, Ltd.

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From: Bryan Welch

Sent: Monday, April 13, 2015 1:59 PM

To: Joe Caracci (JCaracci@bensenville.il.us)

Subject: Revised Water Model Exhibits

Hi Joe,

Attached are the revised water model exhibits, which have been updated to reflect calibration from the flow data the Village obtained on Friday 4/9. As you will see, there are no substantive changes from the previous version...fire flows, especially in the SW corner of the area, dropped slightly with the new calibration.

Please let me know if you need anything else for the meeting tonight. Thanks.

Bryan Welch, PE

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Joseph Caracci

From: Bryan Welch <bwelch@cbbel.com>
Sent: Monday, October 19, 2015 11:10 AM
To: Joseph Caracci
Subject: RE: Revised Water Model Exhibits
Attachments: Water Model Scenarios_Draft_2015_1019.pdf

Hi Joe,

Attached are the revised water model exhibits, per your request. Please note that the exhibits you attached to your email (dated 4/9/15) were not the most recent. Prior to today, the most recent exhibits were dated 4/13/15.

Just wanted to make sure you were aware, as the fire flow values in the attached exhibits match the 4/13 exhibits, not the 4/9 exhibits.

Thanks.

Bryan Welch, PE

Project Manager

Christopher B. Burke Engineering, Ltd.

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From: Joseph Caracci [mailto:JCaracci@bensenville.il.us]

Sent: Friday, October 16, 2015 1:55 PM

To: Bryan Welch <bwelch@cbbel.com>

Subject: FW: Revised Water Model Exhibits

Bryan,

Would it be possible to get updated exhibits of the different scenarios with different colors for hydrants with:

<500gpm
500-1000 gpm
1000-1500 gpm
>1500 gpm

Joe

From: Bryan Welch [mailto:bwelch@cbbel.com]

Sent: Monday, April 13, 2015 4:18 PM

To: Joseph Caracci <JCaracci@bensenville.il.us>

Subject: RE: Revised Water Model Exhibits

Pre-Village flow testing exhibits attached.

Bryan Welch, PE

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Sent: Monday, April 13, 2015 4:04 PM

To: 'Joseph Caracci'

Subject: RE: Revised Water Model Exhibits

Here is the revised estimate. Let me know if you need anything else. Thanks.

Bryan Welch, PE

Project Manager

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From: Bryan Welch [<mailto:bwelch@cbbel.com>]

Sent: Monday, April 13, 2015 3:02 PM

To: Joseph Caracci

Subject: RE: Revised Water Model Exhibits

Revised exhibits with legend modification are attached.

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Subject: Revised Water Model Exhibits

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