

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 WITH CDM SMITH FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE WATER UTILITY LONG-
TERM SUSTAINABILITY PLAN
CITY PROJECT 2018-34**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That Change Order Number 1 to the Professional Engineering Services Agreement between CDM Smith, and the City of Decatur, Illinois, for the Water Utility Long-Term Sustainability Plan, attached hereto as Exhibit A, be authorized in the amount not to exceed \$31,500.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1 to the Professional Engineering Services Agreement between the City of Decatur, Illinois and CDM Smith.

Section 3. That the changes in the above-described agreements are germane to said agreement, as signed, and the change order is in the best interest of the City of Decatur and is authorized by law.

Section 4. The Director of Public Works certifies that the circumstances said to necessitate the change order were not reasonably foreseeable at the time the agreement was signed.

PRESENTED and ADOPTED this 1st day of March 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Exhibit A

Change Order

Date: Feb 11, 2021 Project: Water Utility Long Term Sustainability Plan
Request No. 1 ☐ Final Project Number: 2018-34

Consulting
Engineer: CDM Smith
Address: 125 South Wacker Dr, Suite 700
Chicago, IL 60606

I recommend that an ☒ addition of \$ 31,500 be made to the above contract.
☐ deduction

I recommend that an extension of 180 days be made to the above contract completion date.
The revised completion date is now July 1, 2021

Amount of original contract	\$	<u>428,331</u>
Amount of previous change orders	\$	<u>0</u>
Amount of current change order	\$	<u>31,500</u>
Amount of adjusted/final contract	\$	<u>459,831</u>

☒ addition
Total net ☐ deduction to date \$ 31,500 which is 7 % of Contract Price

State fully the nature and reason for the change order The scope provided provision for a C.O. the contract to add the
the USEPA required Emergency Response Plan (ERP). The scope was not included because a Risk and Resilience (R&R)
Assessment was required to be completed first. The ERP is required to be submitted 6 months after the submittal of the
R&R on December 28, 2020. The scope of work is attached to this Change Order.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

<input checked="" type="checkbox"/>	Provision for this work is included in the original contract.
<input type="checkbox"/>	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
<input type="checkbox"/>	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
<input type="checkbox"/>	The change in design is necessary to fulfill the original intent of the Contract.
<input type="checkbox"/>	Other: (Explain)

Recommended _____
Public Works Director _____ Date _____

Approved _____
Mayor _____
Date _____

Attested _____
City Clerk _____
Date _____



125 South Wacker Drive, Suite 700

Chicago, IL 60606

tel: 312-346-5000

City of Decatur Water Utility Scope of Work, Schedule, and Fee Water Utility – Emergency Response Plan (ERP)

CDM Smith Inc.'s (CDM Smith) scope of work for the Emergency Response Plan project is divided into the following tasks.

- Task 1: Data Gathering/GAP Analysis
- Task 2: Develop an Emergency Response Plan (ERP)
- Task 3: Project Management and Administration



A detailed overview of the tasks is presented herein which, based on the AWIA requirements, CDM Smith will perform the following scope of services in order for the City of Decatur Water Utility (Water Utility) to comply with the requirements of this Act.

TASK 1: DATA GATHERING/GAP ANALYSIS

CDM Smith will facilitate a kick-off meeting with the Water Utility to confirm project goals and key stakeholders for the project. As part of the Long Term Sustainability Plan for the Water Utility, CDM Smith visited all key water facilities, including raw and booster pump stations, water treatment plant, and other critical facilities.

CDM Smith will summarize the following existing information to be provided by the Water Utility at the start of the project:

- Previously prepared ERP's and associated annexes
- Recommendations from the AWIA RRA
- Other relevant emergency response planning documents

CDM Smith will perform an initial review of the above documents (if available), then prepare a list of additional information needed for this effort. We will also review existing data based on the AWWA J100 and G440 guidelines to identify additional criteria and procedures that need to be included in the AWIA ERP. This will allow the Water Utility and CDM Smith to refine the project to meet the Water Utility's needs.

Note that any data or information provided by the Water Utility will be handled in a confidential manner.

TASK 2: DEVELOP AN EMERGENCY RESPONSE PLAN

As part of this task, CDM Smith will create an ERP for the Water Utility as required by AWIA. This will build upon the Water Utility's existing ERP and associated annexes (if available) or be a standalone document if an existing ERP does not exist.

The ERP will incorporate the findings from the RRA and include:

- Strategies and resources to improve resilience, including physical security and cybersecurity
- Plans, procedures, and equipment for responding to a malevolent act or natural hazard

- Actions, procedures, and equipment to lessen the impact of malevolent acts and/or natural hazards, including alternative source water, relocation of intakes, and flood protection barriers
- Strategies to detect malevolent acts or natural hazards

CDM Smith and the Water Utility will have one kickoff meeting/workshop for this task prior to the development of the ERP. The Water Utility should consider any other City departments or other departments which should be involved.

An electronic copy of the draft ERP will be provided to the Water Utility for review. CDM Smith will incorporate the Water Utility's written comments on this draft report into a final ERP. Hard copies and an electronic copy of the final ERP will be submitted. A review meeting will be scheduled to discuss the draft ERP.

CDM Smith will provide the draft ERP by June 1, 2021 to allow time for the Water Utility to review, and for CDM Smith to incorporate final comments before the June 28, 2021 deadline (six months after certification of RRA).

The RRA spreadsheet model that was completed during the RRA, can be used to conduct in-house assessments for new or modified facilities, allowing updates to be made to the ERP every 5 years as required by AWIA.

TASK 3: PROJECT MANAGEMENT AND ADMINISTRATION

In addition to the above tasks, CDM Smith will provide project management and administration services as required by the Term Agreement. These services include:

- Overall project management and coordination to complete this project on time and on budget
- Prepare monthly progress reports with an updated schedule and a list of activities completed, a list of upcoming activities, percent complete, and a list of issues to be resolved
- Hold periodic meetings as outlined herein. For each meeting, an agenda and meeting minutes will be produced
- Prepare invoices in accordance with Water Utility requirements

The proposed project schedule and associated milestones are as shown below. The project schedule will be updated and monitored throughout the project.



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SCHEDULE

The Project will commence upon receiving the Notice to Proceed. CDM Smith will submit the Final Emergency Response Plan to the Water Utility by June 1, 2021. Certification of the final ERP is required by the USEPA by June 28, 2021.

FEE

CDM Smith will complete the above scope of services as an amendment to the Long-term Sustainability Plan and in accordance with billing and payment terms and conditions. The not-to-exceed fee for the above scope of work is \$31,500 with monthly invoices consistent with the work performed.

If you have any questions regarding this scope of work and fee, please contact me at AtassiA@cdmsmith.com or 312.780.7706.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Amrou Atassi', written over a horizontal line.

Amrou Atassi, P.E., PMP, BCEE
Vice President and Senior Project Manager
CDM Smith Inc.



Terms and Conditions Applicable to Emergency Response Plans

The parties acknowledge and agree that the Performance of a Risk Assessment and assessment and development of an emergency response plan will not address or eliminate all risk to the Utility's facility from natural hazards or malevolent acts. The parties further acknowledge and agree that managing the security of information technology and operational technology systems (including hardware and software) is a continuously evolving endeavor. New threats arise every day as malevolent actors are continuously developing new strategies to defeat existing security systems and gain both physical and electronic access to systems. No security system exists that can protect against all intrusion.

The parties acknowledge and agree that any deficiencies or weaknesses in Utility's facilities identified by CDM Smith and the implementation of any recommended changes is meant to reduce vulnerability thereby decreasing overall risk but will not eliminate the risk entirely.

The following terms and conditions apply the ERP services and any additional or subsequent services performed by or on behalf of CDM Smith Inc.

1. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (1) LOST PROFITS; (2) LOSS OF BUSINESS; (3) LOSS OF DATA OR INTERRUPTION OF CORRUPTIUN OF DATA; OR (4) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S SOLE LIABILITY TO THE OTHER PARTYY IF ANY, FOR ANY AND ALL DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID OR THE FEES WHICH SHOULD HAVE BEEN PAID BY THE UTILITY TO CDM SMITH UNDER THE APPLICABLE STATEMENT OF WORK AT THE TIME THE CLAIM WAS MADE. NEITHER PARTY MAY COMMENCE ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT, REGARDLESS OF FORM, MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION OCCURRED. IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THIS SECTION IS INVALID, THEN EACH PARTY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

2. DISCLAIMER OF ALL WARRANTIES

CDM SMITH DOES NOT MAKE ANY AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



3. DISCLAIMER OF GUARANTEE

CDM SMITH DOES NOT MAKE AND HEREBY DISCLAIMS ALL GUARANTEES INCLUDING BUT NOT LIMITED TO ANY GUARANTEE THAT THE UTILITY WILL NOT EXPERIENCE A SECURITY BREACH EITHER BEFORE OR AFTER THE IMPLEMENTATION OF ANY RECOMMENDATIONS MADE BY CDM SMITH. ASSESSMENTS AND RECOMMENDATIONS REPRESENT A SNAPSHOT ON TIME WHEN THE SERVICES ARE PERFORMED AND DO NOT OFFER A GUARANTEE OF FUTURE SECURITY VULNERABILITIES.

4. SERVICES EXCLUDED

- a. CDM Smith's services do not include any type of audit requiring CDM Smith to sample or test or otherwise validate the technical information provided to it by the Utility.
- b. CDM Smith's services do not include actual remediation of any compliance/security gaps.

5. LANGUAGE TO BE INCLUDED IN ASSESSMENT

The parties agree that the following language will be included in the final document prepared by CDM Smith

The opinions, conclusions, and recommendations contained in this report and Utility's implementation of any recommended changes are meant to reduce the risk to the Utility's facilities from natural hazards and malevolent acts but will not eliminate the risk entirely. CDM Smith does not make and hereby disclaims all warranties and guarantees including but not limited to any warranty/guarantee that Utility will not experience or be impacted by a natural hazard or malevolent act at its facilities described in this report either before or after the implementation of any recommendations made by CDM Smith.