Community Water Supply Asset Protection Program

Agreement between the Corrosion Illinois Network, LLC and County of DuPage, Illinois.

The parties to this agreement, the Corrosion Illinois Network, LLC (the "CIN") and the County of DuPage, Illinois (the "Owner"), hereby agree to the following:

- 1. The CIN will provide water system planning services through its Community Water Supply Asset Protection Program (CWSAPP). These will include engineering inspection services through a third-party licensed, State of Illinois Engineering firm, encompassing the complete inspection and evaluation of the Owner's water and wastewater assets that are subjected to corrosion and/or protective coating failure. CIN shall not directly contract said third-party engineering inspection services on Owner's behalf. All engineering inspection services contracts shall, at a minimum, be executed by and between the third-party licensed, State of Illinois Engineering firm and the Owner, with invoices submitted thereunder to be submitted to, and paid directly by, CIN.
- 2. The engineering inspection will conclude with a detailed written report documenting the findings of all evaluations performed. The report will contain narrative descriptions of the areas evaluated for all assets and descriptions of current conditions together with photo documentation. Recommendations for corrosion removal methods and coating rehabilitation will be provided, along with budget pricing.
- 3. Included in this report will be a ten-year **Asset Protection Plan** to assist the Owner in planning, financing, and otherwise preparing for current and future asset protection work. The plan will include a project priority list (based on the severity of corrosion and coating condition) detailing proposed timeline (by fiscal year) for project completion, budget cost projections based on similar projects, and potential funding sources (e.g., normal budgeting, grants, loans, or maintenance contracts) for the work to be performed. Also included in the project priority list will be a preventive maintenance inspection schedule for each asset. This schedule will provide for regular asset inspection and coating maintenance to prolong the coating system life, thereby extending the life of the asset/infrastructure.
- 4. The CIN will additionally provide access to CIN-produced educational programming offering Owner's Water Operators the opportunity to obtain state-certified Continuing Education Units (CEU).
- 5. The CIN will provide technical assistance in helping the Owner secure financing for their water/wastewater projects through a myriad of sources including the State of Illinois Revolving Loan Fund, the United States Department of Agriculture, and others as available.

All services will be provided to the Owner and Owner's Water Operators free of charge.

In exchange for services provided by the CIN, the Owner and its Water Operators agree to join the CIN at no cost to the Owner. The Parties agree that the CIN **Contractor Certification Program** enables Owner to award a contract with the peace of mind that the Owner has contracted with a quality contractor that will provide the best quality work, performed by highly trained corrosion applicators, at the most competitive pricing. As such, the Owner agrees to exclusively utilize industrial coatings contractors certified by the CIN through its Contractor Certification Program for all corrosion mitigation and prevention work performed during the life of, or otherwise as a result of, the Asset Protection Plan.

The parties agree and understand that the Owner is obligated to publicly bid public works projects according to applicable procurement laws and ordinances; however, where not prohibited by applicable law and/or ordinance, contracts during the life of, or otherwise resulting from this Agreement may only be awarded to contractors certified through the CIN Contractor Certification Program. The CIN Contractor Certification Program follows guidelines and best practices established by neutral third-party industry experts such as the National Association of Civil Engineers (NACE), Society of Protective Coatings (SSPC), and Association of Materials Protection and Performance (AMPP).

To the extent permitted by applicable law, Owner shall hold the CIN, its officers, employees, vendors, and assigns harmless from any and all third party claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except to the extent that any such claims, injuries, damages, losses, or suits, etc. are on account of or in any way related to the intentionally wrongful, reckless and, or negligent act(s) or omission(s) of CIN, its officers, employees, and assigns.

This agreement shall remain in place for a period of 10 years or to the extent permitted by Illinois law. Notwithstanding the foregoing, either Party may terminate this agreement upon ninety (90) days written notice, with or without cause.

Todd Dotson
Corrosion Illinois Network

Sean Reese
County of DuPage