



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, NOVEMBER 15, 2018
6:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

D. Loftus, Chair
J. Fennell
F. Saverino
M. Scheck
J. Zay

- I. Roll Call
- II. Approval of Committee Meeting Minutes

RECOMMENDED MOTION: To approve the Minutes of the October 18, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-33-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**WAO No. 006 – Volt Electric, Inc. – Estimated Cost \$3,000.00 and WAO No. 007 – McWilliams Electric Co., Inc. – Estimated Cost \$7,000.00**)
- V. **R-34-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 009 – John Neri Construction Co., Inc. – Estimated Cost \$6,000.00**)
- VI. **R-35-18:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Enter into a Four-Year Contract for the Maintenance of the Tank Mixing System at Standpipe 4 East (**Utility Service Co., Inc. – Not to Exceed Cost \$20,693.00**)
- VII. **R-36-18:** A Resolution Approving and Ratifying Certain Contract Change Orders for the Construction of the West Transmission Main (Contract TW 3/17) at the November 15, 2018 DuPage Water Commission Meeting (**Benchmark Construction in the amount of \$86,914.61**)
- VIII. **RFBA:** To Approve Requisition No. 55661 in the amount of **\$50,372.97 to Infor Global Solutions Inc.**

All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

IX. Old Business

X. Other

XI. Adjournment

Agendas\Engineering\2018\Eng1811.docx

**MINUTES OF THE MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, OCTOBER 18, 2018
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 6:00 P.M.

Committee members in attendance: J. Fennell, D. Loftus, F. Saverino, and M. Scheck

Committee members absent: J. Zay

Also in attendance: C. Bostick, E. Kazmierczak, T. McGhee, J. Schori, and M. Weed.

Commissioner Scheck moved to approve the Minutes of the August 16, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Fennell.

Ayes: J. Fennell, D. Loftus, F. Saverino, M. Scheck and J. Zay

Nays: None

Absent J. Zay

Regarding the Village of Bartlett water service, Facilities Construction Supervisor Bostick advised the Committee that Benchmark Construction has installed approximately 19,400 lineal feet of watermain to date and has successfully pressure tested approximately 11,000 lineal feet; work is ongoing in Bartlett and restoration is being performed in Roselle and Hanover Park.

In addition, Facilities Construction Supervisor Bostick advised the Committee that the Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18) is underway with the contractor submitting shop drawings and ground breaking is anticipated for the week of October 29th.

Facilities Construction Supervisor Bostick also advised the Committee that ordinance O-11-18 appears on the agenda to approve the easement agreement with Bartlett for various temporary and permanent easements related to the Bartlett Metering Station.

Regarding a failed tank mixer motor at Standpipe 4, Facilities Construction Supervisor Bostick advised the Committee that a Request for Board Action (RFBA) appears on the agenda to acquire parts and services from the sole source provider, Utility Service Co., to repair the PAX Mixer in the amount of \$27,000.00. The Committee was also advised that Staff is pursuing a longer term maintenance agreement with Utility Services Co. to perform maintenance and repair services in the future.

Regarding the contract for Masonry and Concrete Joint Rehabilitation, Facilities

Engineering Committee Minutes 10/18/2018

Construction Supervisor Bostick advised the Committee approximately 44 of 73 sites have been completed however rain has hampered the schedule and will delay completion beyond the Contract Completion Date. The Committee was also advised that the Contractor, IWS, Inc., is working to find additional labor forces to pick up the pace of the work.

Construction Supervisor Bostick advised the Committee that R-32-18 appears on the agenda to ratify Quick Response Contract (QR-11/17) Work Authorization Order No. 008 for repairs to a 16-inch diameter water main in the Village of Oak Brook for the estimated cost of \$45,000.00.

Regarding O-8-18, Chairman Loftus advised the Committee that this action was the normal and customary ordinance to adopt the Prevailing Wage statute as required by the Illinois Department of Labor.

As foreshadowed by General Manager Spatz at the August Committee Meeting, Construction Supervisor Bostick advised the Committee R-28-18 seeks authorization to purchase high-lift pump shaft seals from a sole source provider in the amount of \$110,000.00 which also includes labor services to perform shaft seal replacements on three (3) of the high-lift pumps.

Construction Supervisor Bostick advised the Committee that R-29-18 appears on the agenda to award a contract for unit-price services that may be required from time to time, over a three (3) year period, which includes heavy machinery movement, rigging and transportation for large pieces of equipment.

Construction Supervisor Bostick advised the Committee that R-30-18 appears on the agenda to award a contract for unit-price services that may be required from time to time, over a three (3) year period, for high-lift pump maintenance and repairs. Manager of Water Operations McGhee advised the Committee that the pumps have been in service since 1991 and certain components subject to wear may be due for inspection and replacement.

Manager of Water Operations McGhee reported to the Committee the actions taken thus far in consideration of replacement of the Commission's Supervisory Control And Data Acquisition system (SCADA):

As previously approved by the Board, a Commission pre-qualified consultant was engaged to assist Staff in development of a Request For Proposals to solicit from the Commission's other pre-qualified consultants.

Upon receipt and review of the other consultant RFP's, Staff would make a recommendation to the Board to hire a firm to develop specifications for a design, bid, build contract.

Chairman Loftus inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Saverino moved to recommend approval of items 2 through 8 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Fennell.

Engineering Committee Minutes 10/18/2018

Ayes: J. Fennell, D. Loftus, F. Saverino, M. Scheck and J. Zay

Nays: None

Absent J. Zay

Chairman Loftus inquired the Committee if any other business or other items to be discussed.

With no other items coming before the Committee, Commissioner Fennell moved to adjourn the meeting at 6:14 P.M. Motion seconded by Commissioner Scheck.

Ayes: J. Fennell, D. Loftus, F. Saverino, M. Scheck and J. Zay

Nays: None

Absent J. Zay

SP2013/MINUTES/ENGINEERING/2018/ENG181018.doc



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee
Manager of Water Operations

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Mike Weed	Operations Supervisor

DATE: November 7, 2018

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of October were a total of 2.03 billion gallons. This represents an average day demand of 65.4 million gallons per day (MGD), which is lower than the October 2017 average day demand of 70.0 MGD. The maximum day demand was 75.9 MGD recorded on October 1, 2018, which is lower than the October 2017 maximum day demand of 90.1 MGD. The minimum day flow was 60.4 MGD.

The Commission's recorded total precipitation for the month of October was 4.76 inches compared to 8.70 inches for October 2017. The level of Lake Michigan for October 2018 is 580.4 (Feet IGLD 1985) compared to 580.3 (Feet IGLD 1985) for October of 2017.

Water Conservation

Update: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. The cistern was installed, and the final grading and underground was performed in October. The concrete curbs, foundation posts and flat work are expected to be completed in November. The paver, hand pump and landscaping installation are planned for spring 2019.

Update: Staff is working with SCARCE to earn both their Earth and Water Quality Flags. 85% of staff were trained during October and November. Both flags will be presented during the January board meeting along with a presentation on DWC's Environmental Accomplishments.

Bartlett Water Service

Benchmark Construction continues to install pipe, install pipe casings and restore pavement. Benchmark also continues to provide various Shop Drawing Submittals and Requests for Information. Benchmark has installed approximately 26,000 feet of pipe and successfully pressure tested 15,000 feet of pipe. They have completed installing pipe up to the Bartlett Meter Station and are working on restoration in various areas within the Village of Roselle, Hanover Park, and Bartlett.

Pipe delivery for the addition work in the Village of Bartlett has begun and the contractor will start installing the pipe in late November.

Construction of Bartlett Meter Station 30A by the contractor, J.J. Henderson and Sons, Inc., is ongoing including weekly project progress meetings; and submitting various documents for review and approval including shop drawings. The Contract Completion Date is April 19, 2019.

Change Order No. 2 covering additional work due to field conditions appears on the agenda.

Instrumentation / Remote Facilities Overview

Resolution R-35-18 appears on the agenda to suspend purchasing procedures and authorize the General Manager to enter into a Four-Year Contract for the Maintenance of the Tank Mixing System at Standpipe 4 East with Utility Service Co., Inc. at a not-to-exceed cost of \$20,693.00.

Resolution R-33-18 appears on the agenda seeking authorization to ratify: Work Authorization Order No. 8.006 to Volt Electric, Inc. to replace a failed valve actuator motor at an estimated cost of \$3,000.00; and, Work Authorization Order No. 8.007 to McWilliams Electric Co., Inc. for various electrical repairs at various remote facilities at an estimated cost of \$7,000.00.

Resolution R-34-18 appears on the agenda seeking authorization to ratify Work Authorization Order No. 11.009 to John Neri Construction Co., Inc. to replace a leaking pressure sensing line at a remotely operated valve (ROV) vault at an estimated cost of \$6,000.00

IWS, Inc. continues with the contract for Masonry and Concrete Joint Rehabilitation of DWC remote facilities; having completed as of 11/7/18, 62 of the 73 Sites. Completion has been delayed due to weather. Additional construction joint failures have been uncovered during the progression of the work; have been corrected and a final balancing change order and a request for time extension will be developed for Board consideration.

Pipeline Maintenance and Construction Overview

Staff has confirmed a leak exists on the Commission water main which feeds one of the two Carol Stream connection points. No other customer is affected by this leak. The Village currently has a storage tank out of service for rehabilitation. Carol Stream has indicated that if the Commission shuts down the Commission's feeder main for repairs, Carol Stream's ability to distribute water to its customers would be severely impacted. The Village of Carol Stream has requested the Commission delay the repairs until such time Carol Stream's storage and

distribution system is returned to normal operations, but to not delay the repair later than December 1st. Carol Stream would perform any roadway de-icing services during the delay period. A resolution seeking approval of a Work Authorization Order for this repair work will be presented at a future Commission meeting.

Pipeline staff also continues inspection and repair work on distribution system blow off valves.

NOVEMBER 2018 COMMISSION AGENDA ITEMS:

- R-33-18** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**WAO 8.006 – Volt Electric, Inc. – Estimated Cost of \$3,000.00 and WAO 8.007 - McWilliams Electric Co., Inc. – Estimated Cost of \$7,000.00**)

- R-34-18** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 09 – John Neri Construction Co., Inc. – Estimated Cost \$6,000.00**)

- R-35-18** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Enter into a Four-Year Contract for the Maintenance of the Tank Mixing System at Standpipe 4 East (**Utility Service Co., Inc. – Not-To-Exceed Cost of \$20,693.00**)

- R-36-18** A Resolution Approving Change Order #2 to Contract DWC TW-3/17 West Transmission Main in the amount of (**\$86,914.61 changing the current Contract price to \$16,991,140.86**)

Attachments

1. DuPage Laboratory Bench Sheets for October 2018
2. Water Sales Analysis 01-October-2014 to 31 October 2018
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2018/1107.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR OCTOBER 2018

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO ₄	FREE CL ₂	TURBIDITY	TEMP	pH	Fluoride	PO ₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU				°F	mg/l	
1	0.98	0.08	0.53	0.91	0.09	69	7.8	0.8	0.56	0	RC
2	0.95	0.08	0.52	0.94	0.08	68	7.7	0.8	0.52	0	RC
3	0.98	0.07	0.59	0.97	0.08	68	7.8	0.8	0.54	0	AM
4	0.95	0.08	0.59	0.90	0.08	68	7.8	0.8	0.54	0	AM
5	0.99	0.08	0.57	0.92	0.09	68	7.8	0.8	0.51	0	AM
6	0.99	0.08	0.59	0.94	0.09	68	7.8	0.8	0.52	0	KD
7	0.98	0.08	0.53	0.84	0.09	68	7.8	0.8	0.53	0	KD
8	0.99	0.08	0.54	0.92	0.08	68	7.8	0.8	0.54	0	KD
9	0.92	0.08	0.55	1.00	0.08	67	7.7	0.8	0.57	0	KD
10	0.95	0.08	0.55	0.98	0.08	67	7.7	0.8	0.56	0	KD
11	0.94	0.07	0.53	0.86	0.10	67	7.8	0.8	0.53	0	KD
12	1.00	0.07	0.54	0.98	0.07	66	7.7	0.8	0.57	0	KD
13	0.93	0.08	0.54	0.92	0.08	66	7.8	0.9	0.54	0	AM
14	0.90	0.07	0.59	0.94	0.08	66	7.8	0.9	0.54	0	AM
15	1.10	0.07	0.57	0.92	0.09	65	7.7	0.9	0.59	0	AM
16	0.97	0.08	0.56	0.95	0.08	64	7.7	0.8	0.53	0	AM
17	1.00	0.08	0.56	0.93	0.08	64	7.7	0.9	0.57	0	AM
18	0.94	0.07	0.55	0.90	0.08	64	7.7	0.8	0.57	0	AM
19	0.92	0.08	0.54	0.90	0.08	63	7.7	0.8	0.57	0	AM
20	1.00	0.08	0.53	0.90	0.09	63	7.7	0.9	0.59	0	AM
21	0.97	0.07	0.57	0.88	0.09	64	7.7	0.8	0.52	0	KD
22	0.99	0.08	0.57	0.90	0.09	64	7.7	0.8	0.52	0	KD
23	0.93	0.09	0.54	0.80	0.10	64	7.7	0.8	0.51	0	KD
24	0.95	0.09	0.52	0.83	0.10	64	7.7	0.8	0.54	0	KD
25	0.97	0.07	0.58	0.79	0.10	63	7.8	0.8	0.54	0	KD
26	0.91	0.07	0.54	0.83	0.10	64	7.7	0.8	0.55	0	KD
27	1.00	0.07	0.54	0.85	0.08	63	7.8	0.9	0.58	0	CT
28	0.94	0.07	0.59	0.87	0.09	61	7.7	0.9	0.58	0	CT
29	0.99	0.06	0.58	0.84	0.08	62	7.8	0.8	0.57	0	CT
30	0.98	0.07	0.56	0.86	0.09	62	7.7	0.8	0.53	0	CT
31	0.99	0.06	0.58	0.82	0.08	62	7.8	0.9	0.52	0	CT
AVG	0.97	0.08	0.56	0.90	0.09	65	7.7	0.8	0.55	0	
MAX	1.10	0.09	0.59	1.00	0.10	69	7.8	0.9	0.59	0	
MIN	0.90	0.06	0.52	0.79	0.07	61	7.7	0.8	0.51	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Oct-18

PER DAY AVERAGE 79,188,370

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
Aug-15	2,723,202,000	2,807,092,033	97.01%	\$13,207,529.70	\$10,703,441.92	1,048,363	0.04%	97.05%	\$4.85	\$3.813
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,560.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,984	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,662,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
TOTALS (1)	766,543,421,798	788,518,993,470	97.21%	\$1,555,182,440.72	\$1,400,983,731.20	787,142,473	0.10%	97.31%	\$2.03	\$1.777

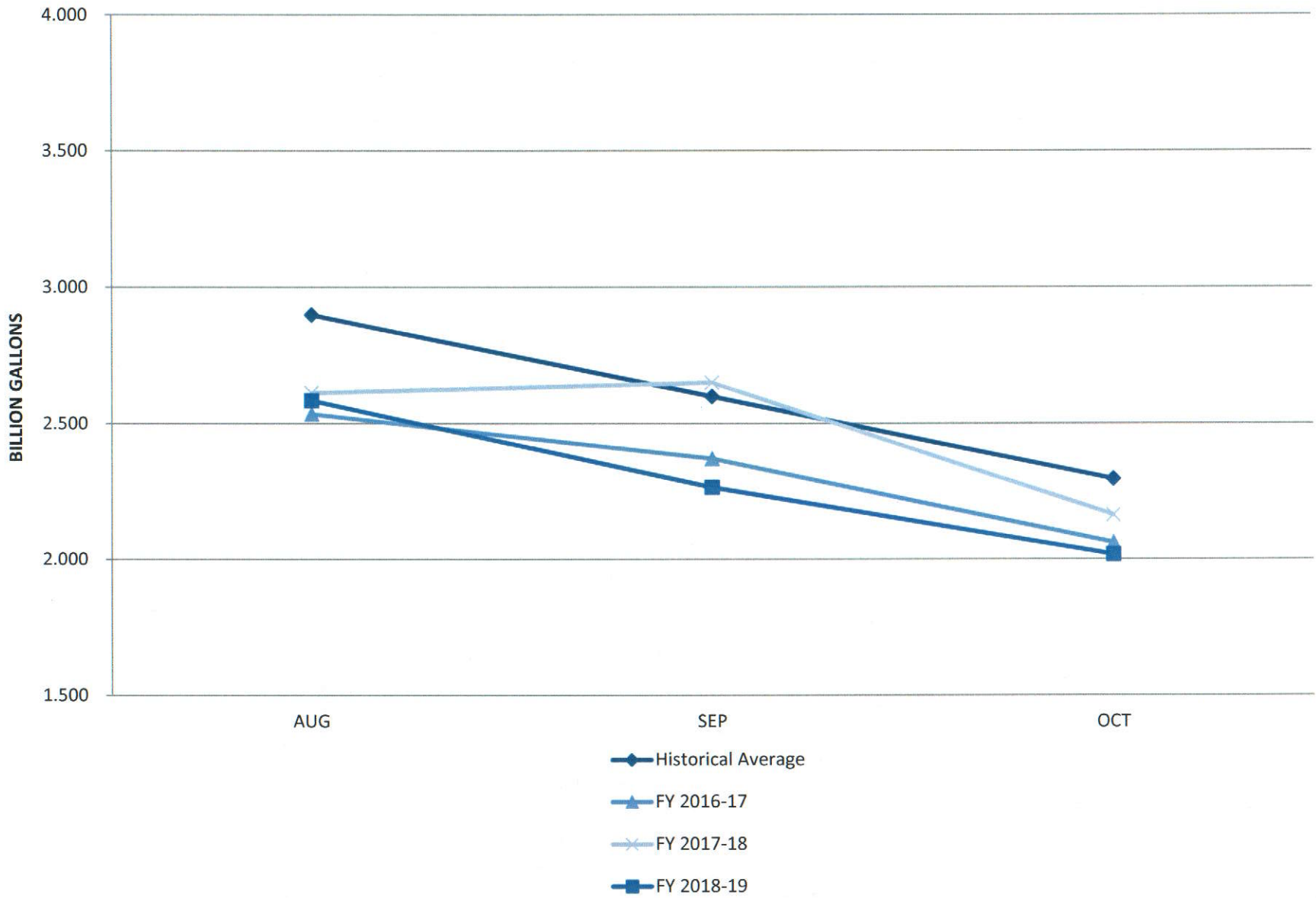
(1) - SINCE MAY 1, 1992

(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

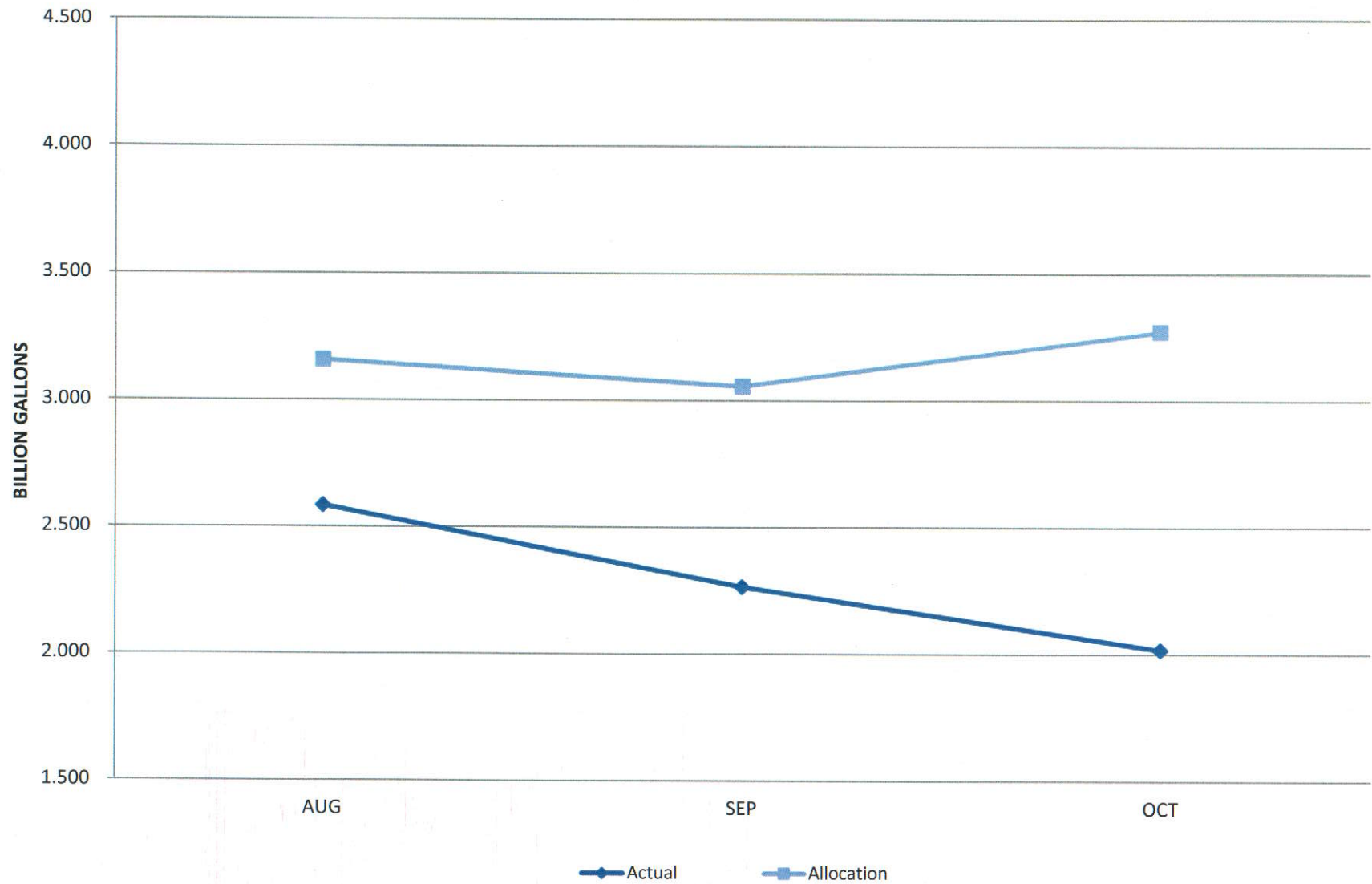
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Oct-17	14,703,937,000	15,209,640,828	96.68%	71,755,213	58,904,584				\$4.88	\$3.873
Oct-18	14,157,673,000	14,683,801,336	96.42%	69,938,905	57,756,541				\$4.94	\$3.933
	(546,264,000)	(525,839,492)		(\$1,816,308)	(\$1,148,043)					
	-3.7%	-3.5%		-2.5%	-1.9%					
Month										
Oct-17	2,162,489,000	2,234,875,921	96.76%	10,552,946	8,678,023				\$4.88	\$3.883
Oct-18	2,017,047,000	2,093,603,023	96.34%	9,964,212	8,255,077				\$4.94	\$3.943
	(145,442,000)	(141,272,898)		(\$588,734)	(\$422,946)					
	-6.7%	-6.3%		-5.6%	-4.9%					
Oct>Sept	(246,581,000)	(253,151,793)		(1,218,110)	(998,178)					

DU PAGE WATER COMMISSION SALES FY 2018-19, 2017-18 & 2016-17 VS. HISTORICAL AVERAGE

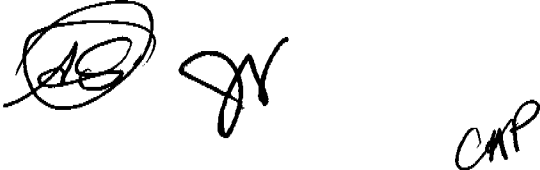


DU PAGE WATER COMMISSION SALES FY 2018-19 VS. ALLOCATION



DATE: November 7, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the November 15, 2018, DuPage Water Commission Meeting Resolution No. R-33-18	APPROVAL	

Account Numbers: 01-60-663300 (Estimated Cost for WAO No. 006: \$3,000.00)
(Estimated Cost for WAO No. 007: \$7,000.00)

The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-33-18 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:

Work Authorization Order No. 006: This work authorization was issued to Volt Electric, Inc., and the work was completed, prior to board approval and was necessary to repair a failed valve actuator motor on the 72" main between Lexington and the Commission.

Proposals were received from both QRE-8/17 electrical contractors and their estimates are listed below.

QRE Contractor	Estimate
Volt Electric, Inc.	\$2,962.00
McWilliams Electric Co., Inc.	\$3,170.00

Work Authorization Order No. 007: This work authorization was issued to McWilliams Electric, Co. Inc., parts are on order and work is being scheduled for various electrical repairs at multiple remote facilities.

Proposals were received from both QRE-8/17 electrical contractors and their estimates are listed below.

QRE Contractor	Estimate
McWilliams Electric Co., Inc.	\$6,540.00
Volt Electric, Inc.	\$8,947.00

Approval of Resolution R-33-18 would ratify Work Authorization Order Numbers 006 to Volt Electric, Inc at an estimated cost of \$3,000.00 and 007 to McWilliams Electric Co., Inc., Inc. at an estimated cost of \$7,000.00. The work will be billed at time and material per the QRE 8/17 contract.

MOTION: To adopt Resolution No. R-33-18.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-33-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE NOVEMBER 15, 2018, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-8/17"); and

WHEREAS, Contract QRE-8/17 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

Resolution No. R-33-18

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.006

LOCATION:

ROV45A, 8311 Roosevelt Rd, Forest Park

CONTRACTOR:

Volt Electric, Inc.

DESCRIPTION OF WORK:

Provide, remove, replace and test a 230V 3-Phase valve actuator motor located in an underground valve vault. Transfer spur gear assembly from removed motor to new motor. Commission Staff will be on site to assist with transferring gear assembly and testing.

Valve Actuator Manufacturer: EIM

Motor Specification: 1.5 HP, 3PH, 230VAC, EIM part number: 9C2303FC-G

REASON FOR WORK:

The motor has failed. The motor is for an electric valve actuator on a 72" valve.

MINIMUM RESPONSE TIME:

To be completed no later than October 26, 2018.

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT
AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

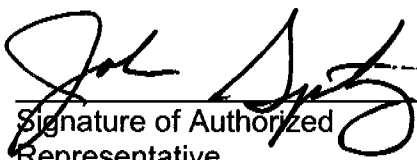
SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:
Owner has designated the ROV Valve Vault as a Permit Required Confined Space due to limited means of ingress and egress and not designed for continuous occupancy.

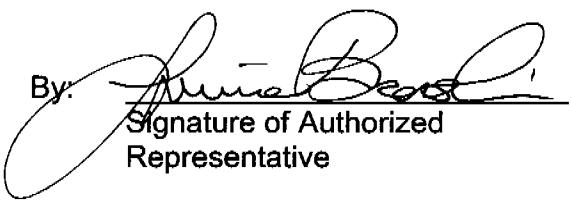
SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:
None

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 10-22-18

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized Representative

Safety Rep: Fred Kalg 630-675-4697
Name and 24-Hr Phone No.

DATE: 10/23/18

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.007

LOCATIONS:

MS27A: Pleasant Hill Rd & Great Western Trail, Winfield
MS10A: Linden & Adams, Elmhurst
ROV21B: Liberty Dr & Cross St, Wheaton
ROV7A: 75th St & Fairview Ave, Darien
ROV15A: Naperville Rd & Fairmeadow Ln, Naperville
ROV43A: 2848 Indian Joe Dr, Boradview
PSD Roof Top: 600 E. Butterfield Rd, Elmhurst
TS1 Pumping Station: Near Central Ave & Monaco Dr, Roselle

CONTRACTOR:

McWilliams Electric Co., Inc

DESCRIPTION OF WORK:

MS27A: Provide 20A GFCI breaker to replace 20A standard breaker #5
MS10A: Replace 40A GE 2-Pole breaker with 30A, (DWC providing)
ROV21B: Provide standard 20A breaker to replace GFCI 20A for sump pump
ROV7A: Replace line feed to RTU from breaker (< 6' of 12ga wire)
ROV15A: Replace incoming electric utility meter socket enclosure
ROV43A: Provide and replace 20A GFCI breaker for cabinet receptacle
PSD: Secure conduits for security cameras to parapet wall
TS1: Troubleshoot and repair 480V 3-Phase Exhaust fan (Parts will be extra)

While covers are off breaker panels: clean in side of panel, check all connections, and inspect for any code violations. When at meter stations with two panels (LP & HP) open both panels to inspect.

REASON FOR WORK:

MS27A: Receptacle should be protected by GFCI breaker
MS10A: New heater requires smaller breaker
ROV21B: GFCI breaker causing nuisance trips of sump pump, not required when hardwire
ROV7A: Wire is spliced
ROV15A: Meter socket corroded from road salt
ROV43A: GFCI breaker bad
PSD: Conduits drooping and falling off parapet wall
TS1: Exhaust fan doesn't work

MINIMUM RESPONSE TIME:

None

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK:

1 – GE Bolt-On 30A 2-Pole Breaker for MS10A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Arc Flash Analysis for Commission owned equipment requiring work under this Work Authorization Order are being provided to Contractor for informational purposes only. See Contract for Contractor's safety obligations.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the November 15, 2018, DuPage Water Commission Meeting</p> <p>Resolution No. R-34-18</p>	<p>APPROVAL</p> <p><i>JWL</i></p> <p><i>AS</i></p> <p><i>JR</i></p> <p><i>AP</i></p>	
<p>Account Number: 01-60-663300 (Estimated Cost if \$6,000.00)</p>			
<p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-34-18 would approve the following Work Authorization Order under the Quick Response Contracts.</p>			
<p>Work Authorization Order No. 009: This work authorization was issued to John Neri Construction Co., Inc., and the work was completed, prior to board approval and was necessary to replace a leaking 3/4" copper line between the air release vault and ROV45A vault used for a pressure transmitter on the 72" main between Lexington and the Commission.</p>			
<p>Staff solicited estimates for the repair work from both QR-11/17 contractors, and the results of those estimates are listed in the table below.</p>			
CONTRACTOR		ESTIMATE	
John Neri Construction Co., Inc.		\$5,800.00	
Rossi Contractors Inc.		No response	
<p>Approval of Resolution R-34-18 would ratify Work Authorization Order Number 009 to John Neri Construction Co., Inc. for the work necessary to excavate and replace the copper line between the air release vault and the ROV vault at an estimated cost of \$6,000.00.</p>			
<p>MOTION: To adopt Resolution No. R-34-18</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-34-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
NOVEMBER 15, 2018 DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.009

LOCATION:

ROV45A, 8311 Roosevelt Rd, Forest Park

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Trench between the Air Release (AR) vault and the Remotely Operated Valve (ROV) vault to expose the 2" schedule 80 PVC sleeve, (field check size). If the sleeve is intact and the 3/4" copper pipe can be removed and replaced with new heat trace cable wrapped around the copper pipe then do so, else remove and replace all. Terminate heat trace cable and test before sealing sleeve. Seal outside of sleeve at both vaults to not allow ground water to enter sleeve or vaults. Seal inside of sleeve around copper pipe at both vaults to not allow water from AR vault to enter ROV vault. Terminate 3/4" copper pipe in ROV vault with 3/4" Ball Valve with 3/4" NPT for connection to valve by others.

REASON FOR WORK:

Copper pressure line has failed and leaking into ROV vault. Leak stopped by valving off in AR vault.

MINIMUM RESPONSE TIME:

N/A

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT
AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

1- 24' Heat Trace Cable

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SHEET 2 OF 2

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Owner has designated both the Air Release Vault and ROV Valve Vault as Permit Required Confined Spaces due to limited means of ingress and egress and not designed for continuous occupancy.

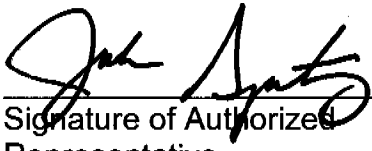
SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 10/29/18

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:




By: 
Signature of Authorized Representative

Safety Rep: Anthony Neri 630 514 1778
Name and 24-Hr Phone No.

DATE: 10/31/18

DATE: November 7, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Enter into a Four-Year Contract for the Maintenance of the Tank Mixing System at Standpipe 4 East with Utility Service Co., Inc., at the November 15, 2018 DuPage Water Commission Meeting Resolution No. R-35-18	APPROVAL   	
Account Number: 01-60-663300 (\$20,693.00)			
<p>Resolution No. R-35-18 would suspend purchasing procedures and authorize the General Manager to enter into a Four-Year Water Tank Mixing System Maintenance Contract between the DuPage Water Commission and Utility Service Co., Inc., for the Commission's 5,000,000-Gallon Standpipe 4 East located at 75th Street, Lisle, IL. The not-to-exceed cost for the four-year term is \$20,693.</p>			
<p>At the October DuPage Water Commission Meeting the Board approved a Request For Board Action giving the General Manager the authorization to issue a Purchase Order to Utility Services, Co., Inc. in the amount of \$27,000.00 to replace the mixer motor at Standpipe 4 East. At the time the contract language for the maintenance contract was still being reviewed by the Commission's attorney. In addition, the Commission's Insurance Consultant provided insurance requirements to be added to the contract. Currently both parties agree to the contract presented for approval.</p>			
<p>The Tank Mixing System Maintenance Contract includes one-year of full parts and labor coverage to maintain the newly installed mixer motor and controls for the replacement cost of \$27,000.00, that was approved last month. The annual fee for Contract Year 2 will be \$6,564.00 and subsequent years will be adjusted to reflect current cost of service limited to an annual maximum increase of 5%. Annual fee is due by the first day of the new contract year. Each year Utility Services will inspect, service, and maintain the active mixing system to ensure it is in good working condition. Every third year, or as determined necessary by Utility Services due to operational problems with the mixing system, the tank will be drained, and the interior washed out and cleaned. Maintenance on the mixing system will be performed and the interior of the tank will be disinfected prior to filling and returning to service.</p>			
<p>The Commission has the right to terminate this contract with or without cause by sending written notice of termination to Utility Service Co., Inc., not less than thirty (30) days prior to the first day of the next contract year.</p>			
<p>MOTION: To approve Resolution No. R-35-18.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-35-18

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FOUR-YEAR
CONTRACT FOR THE MAINTENANCE OF THE TANK MIXING SYSTEM AT STANDPIPE 4
EAST WITH UTILITY SERVICE CO., INC., AT THE NOVEMBER 15, 2018 DUPAGE WATER
COMMISSION MEETING

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission's PAX Water Technologies tank mixing system at Standpipe 4 East is necessary in maintaining an even chlorine residual throughout the tank; and

WHEREAS, Utility Service Co., Inc. is PAX Water Technologies sole authorized service provider in the United States; and

WHEREAS, Utility Service Co., Inc. provides trained technicians, customer service and support associated with the PAX Water Technologies Tank Mixing System; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to enter into a four-year contract for the maintenance of the tank mixing system at Standpipe 4 East at a cost not-to-exceed \$20,693 from Utility Service Co., Inc.;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is hereby granted the authority to enter into

Resolution R-35-18

a four-year contract for the maintenance of the tank mixing system at Standpipe 4 East at a cost not-to-exceed \$20,693 from Utility Service Co., Inc. without further act.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT I



Utility Service Co., Inc.

Water Tank Mixing System Maintenance Contract

Owner: DuPage Water Commission
Elmhurst, IL

Tank Size/Name: 5,000,000 Gallon-Standpipe Tank 4 East

Location: 75th Street

Date Prepared: October 22, 2018



WATER TANK MIXING SYSTEM MAINTENANCE CONTRACT

This Contract entered into by and between the **DuPage Water Commission, whose business address is 600 E. Butterfield Road, Elmhurst, IL 60126** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to install and maintain a PAX mixing system in its **5,000,000-gallon** water storage tank located at **75th Street, Lisle, IL 60540** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described mixing system for the water storage tank. Care and maintenance include the following:

A. Mixing System Installation and Service.

1. The Company shall remove all existing mixing system equipment and install a new active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM 600 active mixing system along with its component parts. The PAX PWM 600 active mixing system has a full replacement warranty for one year following installation, and the cost of replacement parts and equipment are included as a service under this Contract.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
4. Every third year, or as determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

2. Contract Price/Annual Fees. The tank shall receive a **mixing system installation** prior to the end of Contract Year 1. The first (1) annual fee shall be **\$27,000.00** for the first Contract Year. The annual fee for Contract Year 2 shall be **\$6,564.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the then-current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract Year 1 shall be due and payable **upon completion of the mixing system installation. Each subsequent annual fee shall be due and payable on the first day of the Contract Year.**

4. Structure of Tank. The Company has inspected and is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the Owner and as updated periodically by the Owner and/or the Department of Labor. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. The prevailing rates of wages are revised periodically by the Department of Labor and are available on the Department's official website. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification performing work under this Contract increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner, provided that the percentage increase in the annual fees shall not exceed the percentage increase in the prevailing wage rates for those job or trade classifications performing work under this Contract. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company for work actually performed by the Company. In the event Company requests to renegotiate the annual fees under this section due to an increase in the prevailing wage rates, it must make such request in writing at least 60 days before the commencement of the next Contract Year, and the parties must reach a written agreement on the new annual fees not less than 35 days before the commencement of the next Contract Year. If the parties fail to reach an agreement on the new annual fees, this Contract shall expire with no further obligation by the Company to perform the services and no further obligation of the Owner to pay annual fees.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) disposal of any hazardous waste materials; (2) resolution of operational problems or structural damage due to cold weather; (3) negligent acts of Owner's employees, agents or contractors; (4) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (5) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (6) any painting or repairs to the tank and tower.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time provided payment of the annual fees is in accordance with the terms herein. This Owner may terminate this Contract with or without cause by sending written notice of termination to the Company not less than thirty (30) days prior to the first day of the next Contract Year. Notice of Termination may be delivered by nationally recognized courier or first class mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069. If the Owner terminates this Contract, Company shall only be entitled to be paid pursuant to the prices and terms set forth herein for work performed and completed as of the date of termination.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO DEFEND WITH COUNSEL ACCEPTABLE TO THE OWNER, INDEMNIFY THE OWNER, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Default; Remedies. In the event Company fails to fulfill any obligation hereunder and such failure continues for seven (7) days after written notice thereof, the Owner may by additional written notice, immediately cancel this contract and repurchase services from another source and may recover any actual or consequential damages. No failure or delay on the part of the Owner in exercising any right, power or privilege under this Contract, and no course of dealing between the Owner and the Company shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies which the Owner would otherwise have, at law or in equity, and the Owner's election of one remedy shall not prevent the Owner from pursuing or exercising any other remedy available at law or in equity.

14. Insurance. In addition to the indemnification requirements contained in this Contract, the Company shall purchase from and maintain such liability and other insurance at least meeting the requirements set forth in Exhibit A attached hereto.

15. Subcontracting. No portion of the Contract may be sub-contracted without the prior written approval of the Owner. No such approval will be construed as making the Owner a party of or to such sub-contract, or subjecting the Owner to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the Owner shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor

16. Governing law; jurisdiction and venue; attorney's fees. This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. In the event either party initiates litigation regarding or under this Contract, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract waive any challenge to same. If the Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, or to seek a declaration of rights under the Contract, or to enforce any judgment awarded in favor of the Owner regarding this Contract, and by reason thereof, the Owner is required to use the services of an attorney, then Company shall pay the Owner upon demand for reasonable attorney's fees and all expenses and costs incurred by the Owner pertaining thereto, including costs and fees relating to any appeal.

17. Taxes. The Owner does not pay Federal Excise Tax or Illinois Sales Tax.

18. Severability. If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

DuPage Water System

By: _____

Title: _____

Print Name: _____

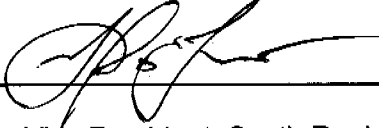
Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By:  _____

Title: Vice President, South Region

Print Name: G. David Forrester

Date: October 22, 2018

Witness:  _____

Seal:



EXHIBIT A

INSURANCE AND INDEMNITY

- A. Contractor's Obligations.** The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force, at the Contractor's expense, all insurance necessary to protect and save harmless the property, the Work, the Owner, and its representatives, including, without limitation, the insurance herein enumerated and as has been approved by the Owner. The Contractor shall not allow any Subcontractor to commence Work until all similar insurance required of the Subcontractor has been so obtained.

The Contractor shall furnish to the Owner one copy of each certificate of insurance. Each such certificate shall evidence the coverages enumerated herein to be provided by the Contractor, secured from an insurance company or companies acceptable to and approved by the Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 Days after written notice thereof shall have been given by the insurance company to the Owner.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the DuPage Water Commission.

Insurance coverages for the Contractor and, unless waived or modified by a written Change Order, for all Subcontractors, shall be provided and maintained in at least the following minimum amounts:

1. Workers' Compensation and Employer's Liability with limits not less than:

- (a) Workers' Compensation: Statutory;

- (b) Employer's Liability:

\$500,000 each accident-injury,
\$500,000 each employee-disease
\$500,000 disease-policy limit.

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of the Owner.

Such insurance shall include a waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement.

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence for vehicles owned, leased, non-owned, or rented and hired

All employees shall be included as insureds.

This policy shall include a waiver of subrogation endorsement in favor of the DuPage Water Commission, its Officials and employees of the DuPage Water Commission.

3. Commercial General Liability with coverage written on an "occurrence" basis. Coverages shall include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors Personal Injury (~~with Employment Exclusion deleted~~)

- Broad Form Property Damage Endorsement
- Contractual Liability
- ~~"X," "C" and "U" Exclusions shall be deleted~~

Completed Operations coverage will be required to be maintained for a period of two years following completion of Work under any Work Authorization Order.

Contractual Liability coverage shall specifically include the indemnification provisions set forth in Subsection 4.1C(4) below.

Railroad exclusions shall be deleted if Work site or sites is within 50 feet of any railroad track.

Limit of Liability:

Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 each occurrence, \$3,000,000 aggregate

Completed Operations Aggregate: \$3,000,000

The coverage provided by the Additional Insured Endorsement shall be primary and non-contributory by any coverage carried by the DuPage Water Commission

4. **Umbrella Liability Insurance:** This insurance shall apply in excess of the limits stated in Subsections 4.1A(1)b, (2), and (3) above and shall provide coverage on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the umbrella policy becomes effective to cover such loss.

Limit of Liability: \$5,000,000 Bodily Injury and Property Damage Combined Single Limit per occurrence and in the aggregate.

The coverage provided in the Additional Insured Endorsement shall be primary and non-contributory to any coverage carried by the DuPage Water Commission.

5. **Additional Insured:** The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability Commercial General Liability

Umbrella Liability

6. **Owner's Protective Liability Insurance:** The Contractor, at its sole cost and expense, shall purchase an Owner's Protective Liability Insurance Policy in the name of the Owner for the duration of the Contract.

Limit of Liability: \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit per occurrence and in the aggregate, including completed operations aggregate.

- B. **Minimum Coverages.** The insurance described herein sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability under the Contract.

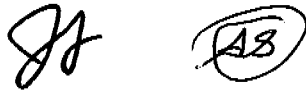
- C. **Indemnifications.** The Contractor shall indemnify, save harmless, and defend the Owner, its agents, engineers, attorneys, servants, elected and appointed officials, officers, and employees, and each of them against and hold the Owner and each of them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorneys' fees:

1. for or on account of any delays or interference or damage to other contractors that may arise, or be alleged to have arisen out of or in connection with the Work covered by the Contract, whether performed by the Contractor, its Subcontractors, agents, employees, or workers; and
2. for or on account of labor and materials furnished under the Contract, including all liens or notices of liens on account thereof and/or the Contractor's failure to remove or discharge same; and
3. for or on account of the Contractor's failure to obtain any required permits and licenses; and
4. for or on account of bodily injury, sickness, disease, or death sustained by any person or persons or injury or damage to or loss or destruction of any property, directly or indirectly arising out of, relating to, or in any way connected with the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees, any of its Subcontractors, their officers, agents, servants, or employees, except to the extent caused by the negligence of the Owner; and
5. for or on account of any act or omission of the Contractor, its officers, agents, servants, or employees, or any of its Subcontractors, or their officers, agents, servants, or employees, including but not limited to any failure to fulfill the terms of or comply with all laws, ordinances, rules, regulations, orders, decrees, or other requirements that apply to the Contract, including any liability for federal, state, and local taxes, contributions, and premiums imposed upon or measured by the Contractor's or Subcontractor's payrolls; and
6. for or on account of infringement, alleged infringement, or use of patent rights in connection with the Work and the use by the Owner of any materials, parts, tools, equipment, appliances, products, devices, processes, inventions, articles, or apparatus, or any part thereof, furnished hereunder.

D. Extension of Indemnity to Third Parties. The Contractor shall note that most of the Work is to be completed on property that is not owned by the Owner. When working on such property, the Contractor shall provide the indemnification and save harmless protection specified above to the owner of such property.

DATE: November 7, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders for the Construction of the West Transmission Main (Contract TW 3/17) at the November 15, 2018 DuPage Water Commission Meeting. Resolution No. R-36-18	APPROVAL	

Account Numbers: 01-60-711500 - \$86,914.61

Resolution No. R-36-18 would approve Change Order No. 2, in the amount of \$86,914.61, for the Construction of the West Transmission Main (Contract TW- 3/17) to the Village of Bartlett.

A description of changes included as part of Change Order No. 2 are as follows:

1. Proper Hazardous Materials disposal of arsenic contaminated soil along the pipeline alignment. A total of 12 truckloads were properly disposed at \$986/load or \$11,832.22.
2. Relocation of Lake Street Jacking Pit, due to construction conflict existing thrust block in the Village of Hanover Park. Total cost on "Time and Materials" is \$33,400.95
3. Due to timing and cost the Village of Hanover Park requested removal of an existing median in Central Ave immediately west of Gary Ave. As part of the work an existing electrical handhold required adjusting to proposed grade. Total cost of work is \$12,683.00.
4. In accordance with DuDOT's request, rental of two (2) changeable message boards were added to assist in the maintenance of traffic (MOT) plan along Greenbrook Boulevard. The message boards were used for 3.5 months at a cost of \$1,050/month/each, totaling \$7,350.00.
5. In accordance with DuDOT's design revision request, additional traffic controls and revision to Greenbrook Boulevard's MOT including truck detour; as well as, extra signs that were installed and maintained. These additions were made to Sheets 25E and 26A; at a cost of \$18,060.00.
6. In accordance with DuDOT's request, the MOT was revised to provide additional pavement striping and access to Horizon Elementary School at the intersection of Greenbrook Boulevard and Barrington Road at a cost of \$2,118.66.
7. In accordance with DuDOT's request, the MOT was revised to provide additional signage at Ridge Crossing Road and at Barrington Road at a cost of \$1,470.00.

This additional work would not increase the committed amount of \$21,000,000 that the Commission previously approved.

Approval of this Change Order would increase the net Contract Price by \$86,914.61 making the current Contract Price \$16,996,840.86.

Approval of this Change Order does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

MOTION: To approve Resolution No. R-36-18.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-36-18

A RESOLUTION APPROVING AND RATIFYING CERTAIN CONTRACT CHANGE ORDERS FOR THE
CONSTRUCTION OF THE WEST TRANSMISSION MAIN (Contract TW 3/17)
NOVEMBER 15, 2018, DUPAGE WATER COMMISSION MEETING

BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The Change Order set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION TWO: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-36-18.doc

Exhibit 1

Resolution No. R-36-18

1. Change Order No. 2 to the Construction of the West Transmission Main (Contract TW-3/17) for a \$86,914.61 net increase in the Contract Price for Bartlett Unit System Improvements.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

PROJECT NAME: Construction of the
West Transmission Main
(Contract TW-3/17)

CHANGE ORDER NO. 2

LOCATION: DuPage County, Illinois

CONTRACT NO. SS-8/17

CONTRACTOR: Benchmark Construction

DATE: November 7, 2018

I. A. DESCRIPTION OF CHANGES INVOLVED:

The following are descriptions for Change Order 2

1. Proper Hazardous Materials disposal of arsenic contaminated soil along the pipeline alignment.
2. Relocation of Lake Street Jacking Pit, due to construction conflict existing thrust block in the Village of Hanover Park.
3. Removal of an existing median and required adjustment of existing electrical handhold to grade in Hanover Park at Central Ave immediately west of Gary Ave.
4. In accordance with DuDOT's request, rental of two (2) changeable message boards were added to assist in the maintenance of traffic (MOT) plan along Greenbrook Boulevard. The message boards were used for 3.5 months.
5. In accordance with DuDOT's design revision request, additional traffic controls and revision to Greenbrook Boulevard's MOT including truck detour; as well as, extra signs that were installed and maintained. These additions were made to Sheets 25E and 26A
6. In accordance with DuDOT's request, the MOT was revised to provide additional pavement striping and access to Horizon Elementary School at the intersection of Greenbrook Boulevard and Barrington Road.
7. In accordance with DuDOT's request, the MOT was revised to provide additional signage at Ridge Crossing Road and at Barrington Road.

B. REASON FOR CHANGE:

1. Proper Disposal of 12 truckloads of soil contaminated with arsenic is required by Federal, State and Local statutes.
2. Relocation of Lake Street Jacking Pit, due to construction conflict of existing thrust block in the Village of Hanover Park.
3. Due to timing and cost the Village of Hanover Park requested removal of an existing median in Central Ave immediately west of Gary Ave.
4. In accordance with DuDOT's request and ensure traffic control and safety, the rental of two (2) changeable message boards would assist in the maintenance of traffic (MOT) plan along Greenbrook Boulevard.

5. In accordance with DuDOT's design revision request for additional and safer traffic controls. Revision to Greenbrook Boulevard's MOT including truck detour; as well as, extra signs were installed and maintained.
6. In accordance with DuDOT's request, the MOT was revised to provide additional pavement striping and safer access to Horizon Elementary School at the intersection of Greenbrook Boulevard and Barrington Road.
7. In accordance with DuDOT's request, the MOT was revised to provide additional signage for traffic control at Ridge Crossing Road and at Barrington Road.

C. REVISION IN CONTRACT PRICE:

The table below lists a breakdown of costs for Change Order 2, the Total Cost Approval of Change Order 2 would represent an increase in the Contract Price by \$86,914.61, increasing the Contract Price to \$16,996,840.86, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

	ITEM	COST
1	Arsenic Contaminated Soils	\$11,832.00
2	Relocation Lake Street Jacking Pit	\$33,400.95
3	Median Removal (Hanover Park)	\$12,683.00
4	Two (2) Changeable Message Boards for Traffic Control	\$7,350.00
5	DuDOT Design Revisions, additional traffic controls	— \$18,060.00
6	Horizon School Crossover Changes	\$2,118.66
7	MOT revisions additional signage for traffic control	\$1,470.00
	TOTAL	\$86,914.61

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby unchanged.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>13,248,301.00</u>
2.	Net Aaddition (reduction) due to all previous Change Orders	\$	<u>3,661,625.25</u>
3.	Contract Price, not including this Change Order	\$	<u>16,909,926.25</u>
4.	Addition (Reduction) to Contract Price due to this Change Order	\$	<u>86,914.61</u>
5.	Contract Price including this Change Order	\$	<u>16,996,840.86</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: _____

By: _____ (_____)
Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR:

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date



AECOM
303 E. Wacker Drive
Suite 1400
Chicago, IL 60601
www.aecom.com

312 373 7700 tel
312 373 6800 fax

November 6, 2018

Mr. John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Reference: DuPage Water Commission
TW-3/17 West Transmission Main Drawings
AECOM Project No.: 60537593

Dear Mr. Spatz:

We have reviewed Benchmark Construction's Change Order No. 2 in the amount of \$86,914.61. This change order includes the following work:

- A. Arsenic Contaminated Soils - \$11,832.00
- B. Lake Street Jacking Pit - \$33,400.95
- C. Median Removal (Hanover Park) - \$12,683.00
- D. Two (2) Changeable Message Boards for Traffic Control - \$7,350.00
- E. Field Order No. 3 – DuDOT Design Revisions - \$18,060.00
- F. Field Order No. 8 – Horizon School Crossover Changes - \$2,118.66
- G. Field Order No. 9 – MOT revisions - \$1,470.00

After review of this change order and back-up cost information, we recommend acceptance of this Change Order No. 2, which is enclosed for your review and execution.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.

Paul St. Aubyn, P. E.
Project Engineer

Enclosures

DuPage Water Commission
TW-3/17 West Transmission Main**CHANGE ORDER NO. 2**Dated: 11/6/18PROJECT NAME: TW-3/17 West Transmission MainLOCATION: Bartlett, Hanover Park, and Roselle, IllinoisCONTRACTOR: Benchmark Construction**I. DESCRIPTION OF CHANGES INVOLVED AND COST:****A. Arsenic Contaminated Soils**

Previously unknown arsenic contaminated soils were discovered (12 truckloads) along the pipeline alignment. These soils cannot be accepted at "Clean Construction or Demolition Debris" (CCDD) facilities and must be taken to a landfill. A total of 12 truckloads at \$986/load were required for a total cost of **\$11,832.00**.

B. Lake Street Jacking Pit

An unmarked obstacle (a concrete thrust block for an existing Village of Hanover Park water main) was discovered to be in conflict with the proposed casing pipe under Lake Street. Therefore the jacking pit had to be relocated. This work will be paid as "Time and Materials" for a total cost of **\$33,400.95**.

C. Median Removal (Hanover Park)

This work was not previously identified by the Village of Hanover Park, but they requested that the existing Central Avenue median on the west side of Gary Avenue be removed. As a part of this work, an existing handhold was also adjusted to the proposed grade. The cost for all of the above work is **\$12,683.00**.

D. Two (2) Changeable Message Boards for Traffic Control

In accordance with DuDOT's request, two (2) changeable message boards were added to assist in the maintenance of traffic (MOT) plan along Greenbrook Boulevard. The message boards were utilized for a total of 3.5 months. At a cost of \$1,050/month/each, the total cost for this work is **\$7,350.00**.

E. Field Order No. 3 – DuDOT Design Revisions

In accordance with DuDOT's request, a truck detour was added to Sheet 25E and the Greenbrook boulevard MOT plan was also revised. The cost for this work is **\$18,060.00**.

F. Field Order No. 8 – Horizon School Crossover Changes

In accordance with DuDOT's request, the MOT was revised at Horizon Elementary School at the intersection of Greenbrook Boulevard and Barrington Road. The cost for this work is **\$2,118.66**.

G. Field Order No. 9 – MOT revisions

In accordance with DuDOT's request, the MOT was revised to include additional signage at Ridge Crossing Road and Barrington Road. The cost for this work is **\$1,470.00**.

Summary of Costs:

Item A:	Arsenic Contaminated Soils	\$11,832.00
Item B:	Lake Street Jacking Pit	\$33,400.95
Item C:	Median Removal (Hanover Park)	\$12,683.00
Item D:	Two (2) Changeable Message Boards for Traffic Control	\$7,350.00
Item E:	Field Order No. 3 – DuDOT Design Revisions	\$18,060.00
Item F:	Field Order No. 8 – Horizon School Crossover Changes	\$2,118.66
Item G:	Field Order No. 9 – MOT revisions	\$1,470.00
Total Change Amount:		\$86,914.61

II. CHANGE ORDER CONDITIONS:

- A. Substantial and Final Completion:
- 1) Original Substantial Completion date was March 15, 2019. The date for Substantial Completion of the Work established in the Agreement or as modified by subsequent Change Orders is hereby changed by zero (0) days, maintaining the Substantial Completion date of the Work March 15, 2019.
 - 2) Original Final Completion date was April 1, 2019. The date for Final Completion of the Work established in the Agreement or as modified by subsequent Change Orders is hereby changed by zero (0) days, maintaining the final completion date of the Work April 1, 2019.
- B. Any additional Work to be performed under this Change Order shall be carried out in compliance with the Specifications included in the preceding Description of Changes Involved, the attached Drawings and under the provisions of the Agreement and Contract Documents, including compliance with the applicable Specifications for the same type of Work.
- C. This Change Order, unless otherwise provided herein, does not relieve Contractor from strict compliance with the provisions of the Agreement and Contract Documents.
- D. Contractor shall place under coverage of its Highway Bonds, Performance Bond, Payment Bond and insurances, all Work covered by this Change Order.
- E. The costs established under this Change Order are acknowledged as including any and all costs associated with the Work described herein and including any and all costs associated with any and all Work performed or to be performed by the Contractor that may be affected in any manner by the Work described herein.

III. ADJUSTMENTS IN AMOUNT OF CONTRACT PRICE:

1.	Original Contract Price	\$ 13,242,601.00
2.	Net Addition due to all Previous Change Orders	\$ 3,661,625.25
3.	Contract Price not including this Change Order	\$ 16,904,226.25
4.	Net Addition resulting from this Change Order	\$ 86,914.61
5.	Current Contract Price including this Change Order	\$ 16,991,140.86

Accepted by Contractor:

By: *Danny Chell*
Title: *Contract Manager*
Date: *November 6, 2018*

Recommended for Acceptance by
Engineer:

By: *Paul Stulp, PE*
Title: *Engineer*
Date: *November 6, 2018*

DuPage Water Commission

By: _____
Title: _____
Date: _____

DATE: November 7, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT GIS <i>707</i>
ITEM Requisition No. 55661	APPROVAL <i>QY</i> <i>CRP</i>
<p>Account Number: 01-60-659000</p> <p>Staff is requesting authorization to pay Infor Global Solutions Inc. for software maintenance in the amount of \$50,372.97. This expense is for the Infor Enterprise Asset Management (EAM) system, the Commission's maintenance and purchasing management program. The software maintenance fee is due annually and provides the Commission with telephone and online product support, patches, revision changes, and program updates.</p> <p>This expense was budgeted in the Annual Management Budget, but Board approval is required due to the sole source supply from the manufacturer at a cost in excess of \$20,000.00.</p>	
<p>MOTION: To approve Requisition No. 55661 in the amount of \$50,372.97 to Infor Global Solutions Inc.</p>	



Invoice	Invoice Date	Due Date
P - 304262-US0AB	11/06/2018	01/17/2019

Invoice

Bill to: DuPage Water Commission
600 E. Butterfield Rd
Elmhurst, IL 60126
USA
Attn: Frank Frelka

Deliver To: DuPage Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126
USA
Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
93537			USD	Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
Infor EAM Enterprise Edition - SQL	Elmhurst	PROD	1	33	02/17/2019	02/16/2020
Infor EAM Enterprise Edition Requestor	Elmhurst	PROD	1	9	02/17/2019	02/16/2020
Infor EAM Enterprise Edition Advanced Reporting Consumer	Elmhurst	PROD	1	33	02/17/2019	02/16/2020
Infor EAM Enterprise Edition Mobile	Elmhurst	PROD	1	3	02/17/2019	02/16/2020
Infor EAM Enterprise Edition GIS Module	Elmhurst	PROD	1	1	02/17/2019	02/16/2020
Infor EAM Enterprise Edition Barcoding	Elmhurst	PROD	1	1	02/17/2019	02/16/2020
TAX(Type RE - IL) 0.00						

Carry Forward 0.00



Invoice	Invoice Date	Due Date
P - 304262-US0AB	11/06/2018	01/17/2019

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
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For renewal questions, please contact Wanda Huszar, Subscription Services Manager
 Phone: +14705487947
 Email: Wanda.Huszar@infor.com

Remit to:

Infor (US), INC.
 NW 7418
 PO Box 1450
 Minneapolis, MN 55485-7418
 USA
 Cash.Applications@Infor.com
 Wire to: Wells Fargo Bank
 ABA# 121000248
 Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
50,372.97	0.00	50,372.97

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 50,372.97

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal ID# 20-3469219

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details