



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, MAY 21, 2015
6:20 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

D. Loftus, Chair
R. Furstenau
F. Saverino
M. Scheck
J. Zay

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

RECOMMENDED MOTION: To approve the Minutes of the April 16, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-12-15:** A Resolution Approving a two-year Time Extension of Contract QR-10/13 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. **(No Cost Component This Action)**
- V. **R-13-15:** A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-10/13 **(Rossi Contractors, Inc. – Cost Not-to-Exceed \$5,500.00)**
- VI. **R-14-15:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 – Green Trails Road 24” Water Main Repair **(Rossi Contractors, Inc. minimum estimated cost of \$56,300.00)**
- VII. **R-15-15:** A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services **(Estimated Cost – \$185,398.90)**
- VIII. **RFBA** Authorization of a contract for the Roof Replacement at the DuPage Water Commission facility **(Malcor Roofing of Illinois for a cost of \$715,700.00)**
- IX. **RFBA** Authorization of a contract extension with SPI for Electrical Supply Consulting **(\$260/per hour, as needed)**

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.

X. Old Business

XI. Other

XII. Adjournment

Agendas\Engineering\2015\Eng1505.docx

**MINUTES OF A MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, APRIL 16, 2015
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 6:20 P.M.

Committee members in attendance: D. Loftus (via telephone), R. Furstenau, F. Saverino, M. Scheck and J. Zay

Committee members absent: None

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

Commissioner Furstenau moved to approve the Minutes of the March 19, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino and passed as follows:

Ayes: D. Loftus, R. Furstenau, F. Saverino and M. Scheck

Nays: None

Absent: None

Facilities Construction Supervisor Bostick provided an oral report of the Status of Operations report:

Regarding the Condition Assessment of Commission facilities, Facilities Construction Supervisor Bostick advised the Committee that AECOM's final report had been tendered in draft form and the final form was expected shortly. Facilities Construction Supervisor Bostick reminded the Committee that inspections of the two 15MG reservoirs at the DuPage Pumping Station are scheduled to be performed during the reservoir hatch replacement project.

Regarding Operations Maintenance, Facilities Construction Supervisor Bostick advised the Committee work being performed under QRE-6/12 Work Authorization Order 6.018 which adds conduit and cabling to enable remote monitoring of certain water quality instrumentation and upgrading lighting panels to current electrical standards is nearing completion.

Regarding DuPage County's York Township Service Area, Facility Construction Supervisor Bostick advised the Committee the County project is nearing completion.

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15), Facility Construction Supervisor Bostick advised the Committee the Contractor has been mobilizing to the

site to begin set-up of rigging, perform selective demolition and repair welding services.

Facility Construction Supervisor Bostick advised that Strand Associates has submitted the final feasibility studies regarding the potential for adding ancillary pumping systems at the standpipe sites. This is the continuation of efforts to maximize water quality in the Commission's water storage and transmission system. Facility Construction Supervisor Bostick advised that Staff will be shelving this project until a later date. Chairman Loftus and Commissioner Scheck requested copies of the final report.

Facility Construction Supervisor Bostick advised the Committee the award of the Contract for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation to Manusos General Contracting, Inc. appears on the agenda as R-11-15.

Facility Construction Supervisor Bostick advised the Committee that QRE-6/12 Work Authorization Order No. 019 appears on the agenda as R-10-15 to approve conduit repairs which apparently has been struck by a vehicle at Meter Station 7B/8F.

Facility Construction Supervisor Bostick advised the Committee that a Request For Board Action appears on the agenda to suspend Commission purchasing policy to approve the purchases of necessary security system software upgrades and technical services from Schneider Electric Buildings Americas, Inc. Commissioner Scheck sought confirmation that Schneider is the sole provider of these goods and services for the Commission's existing security system and building automation system. Commission staff provided the confirmation requested.

Regarding resolution R-9-15, Facility Construction Supervisor Bostick advised the Committee that Contract QR-10/13 Work Authorization Order No. 006 is on the agenda as a starting point to approve repair services on the Southwest Transmission Main in Lombard. Operations Manager McGhee advised that in order to compare the Contractor proposals, certain baseline criterion was developed and in actuality, the repair costs could be substantially higher than the estimates on the RFBA.

Regarding Southwest Transmission Main, General Manager Spatz advised the Committee the water main leak has been excavated and will require replacement of a length of pipe which should be completed by the following Monday. General Manager Spatz advised that the filling, flushing and chlorination of the main would follow suit, with anticipation of re-activation of the main late next week.

General Manager Spatz also reminded the Committee that a direction was needed regarding the colors of the standpipes and the attachment of logos. A discussion was held regarding complete omission of logos; maintain the current logos; or the addition of the Commission's logos, including the possibility of re-designing Commission logos. The consensus of the Committee was to recommend painting all Commission standpipes "Tank White" and Staff would seek proposals from the Contractor for unit pricing options to add the Commission's present logo.

Committee Member Scheck inquired with the Committee if there were any questions regarding the Status of Operations report or action items. Hearing none, Commissioner Saverino moved to recommend approval of items 2 through 5 of the Engineering and

Engineering Committee Minutes 04/16/2015

Construction Committee portion of the Commission Agenda. Seconded by Commissioner Furstenau and passed unanimously as follows:

Ayes: D. Loftus, R. Furstenau, F. Saverino and M. Scheck

Nays: None

Absent: None

Committee Member Scheck inquired the Committee if any other business or items are to be discussed. Hearing none, Commission Chairman Furstenau moved to adjourn the meeting at 7:00 P.M. Motion seconded by Commission Chairman Saverino and passed unanimously as follows:

Ayes: D. Loftus, R. Furstenau, F. Saverino and M. Scheck

Nays: None

Absent: None

SP2013/MINUTES/ENGINEERING/2015/ENG150416.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: April 9, 2015

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of April were a total of 1.993 billion gallons. This represents an average day demand of 66.4 million gallons per day (MGD), which is lower than the April 2014 average day demand of 67.6 MGD. The maximum day demand was 72.6 MGD on April 27, 2015, which is higher than the April 2014 maximum day demand of 72.0 MGD. The minimum day flow was 60.4 MGD.

The Commission's recorded total precipitation for the month of April was 2.87 inches compared to 2.84 inches for April 2014. The level of Lake Michigan for April 2015 is 579.15 (Feet IGLD 1985) compared to 577.62 (Feet IGLD 1985) for April of 2014.

Water Conservation

Staff is working with BridgePoint Technologies to finalize the consolidation of preservingeverydrop.org pages onto dpwc.org. This will reduce costs as well as bring more traffic to the water conservation pages. Staff will retain the domain preservingeverydrop.org and it will route to water conservation pages on dpwc.org.

Staff attended the following water conservation events in April:

- DuPage County Energy Conservation and Air Quality Improvement Press Release Event on April 14
- Argonne Earth Day for employees on April 22

- Several Commission staff members visited Hadley Junior High in Glen Ellyn on April 28th, 29th, and 30th and served on a water conservation panel for sixth graders

Once the website consolidation is complete, memos regarding these events will be posted on dpwc.org.

Ongoing: Staff is working with SCARCE to earn their Earth Flag. The process consists of a green audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway, etc.), and finally presenting the Earth Flag to the Board Members. Staff has completed the green audit and is working with SCARCE to set up a date for staff training.

Condition Assessment

AECOM has submitted the final report. The remaining item to be assessed are the 15-MG reservoirs at the DuPage Pumping Station. This work will coincide with reservoir maintenance activities tentatively scheduled for September.

Contract QRE-6/12

Work Authorization Order QRE-6.018, to install conduit and cabling from the Water Contamination Detection system to the DuPage Pumping Station SCADA system and Upgrade three (3) lighting panels from 120/208 volt 3 phase to 120/240 volt single phase is complete.

Facilities Construction Overview

DuPage County Service Areas

York Township: The County has granted final acceptance for their project. The County's engineer is working on record drawings and seeking input from DWC Staff.

Storage System Improvements

The Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15) is ongoing. The Contractor is submitting shop drawings and other required documentation.

The Contract for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation has been executed. This work includes replacement of access hatches and improvements to air-release/vacuum vent system. Also included in the project are stairway replacements on the reservoir and also Metering Station 19B. Staff has requested the Contractor to delay the reservoir hatch/vent work until September. This will require a Change Order for a time extension.

Instrumentation / Remote Facilities Overview**Contract QRE-6/12**

Work to repair a damaged conduit at Meter Station 7B/8F in Darien, authorized under Work Authorization Order QRE-6.019, is ongoing.

Meter Shop

The annual customer meter calibration program is complete. All customer witness testing have found all customer meters registering within contractual limits.

R-13-15 appears on the agenda for removal and installation of a failing ten-inch (10") diameter plug valve in the meter test bench. QR-10/13 Work Authorization Order No. 7 requests authorization for Rossi Contractors to perform the work which includes installing a Commission supplied valve.

Infor EAM

The Infor EAM Mobile application evaluation is going well with only one minor problem reported so far. The checklist functionality added in Infor EAM version 11 greatly simplifies inspection set up in the system and also makes it easy to generate follow up work orders. The application is using the iPads' cellular communications capability but staff is evaluating whether or not to install wi-fi access points to economize on data charges.

Pipeline Maintenance and Construction Overview**Contract QR-10/13**

Work authorized under QR-10/13 WAO No. 5 for pavement repairs and frame and lid adjustments has been completed.

With the exception of final restoration work, work authorized under QR-10/13 WAO No. 6, for repairs to the Southwest Transmission Main in the City of Lombard, has been completed.

Water main repairs were performed on the 24" Outer Belt Feeder Main, located on Green Trails Road in the Village of Lisle. This feeder main repair resulted the in the shutdown of one of the three Lisle connection points. Resolution R-14-15 appears on the agenda seeking approval and ratification of Work Authorization Order No. 8 under QR-10/13 to perform the repairs.

Pipeline Maintenance

Staff has resumed the installation of cathodic protection test stations at various locations within DuPage County rights of way.

MAY 2015 COMMISSION AGENDA ITEMS:

- R-12-15: A Resolution Approving a two-year Time Extension of Contract QR-10/13 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. **(No Cost Component This Action)**
- R-13-15: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-10/13 **(Rossi Contractors, Inc. – Cost Not-to-Exceed \$5,500.00)**
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Attachments

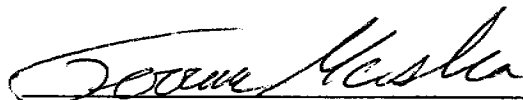
1. DuPage Laboratory Bench Sheets for April, 2015
2. Water Sales Analysis 01-April-09 to 30-April-2015
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR APRIL 2015

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	1.00	0.09	0.54	0.99	0.09	46	7.7	1.1	0.52	0	KD
2	0.96	0.09	0.52	0.95	0.08	47	7.7	1.1	0.51	0	KD
3	0.92	0.10	0.53	0.94	0.09	47	7.6	1.1	0.54	0	KD
4	0.94	0.10	0.55	0.94	0.09	47	7.6	1.1	0.52	0	AM
5	0.95	0.10	0.52	0.96	0.08	48	7.7	1.1	0.51	0	AM
6	0.93	0.10	0.54	0.94	0.09	47	7.7	1.1	0.51	0	AM
7	0.98	0.09	0.54	0.94	0.07	47	7.6	1.0	0.57	0	CT
8	0.96	0.10	0.56	0.95	0.07	47	7.7	1.1	0.55	0	AM
9	0.97	0.10	0.57	0.94	0.07	48	7.7	1.1	0.52	0	AM
10	0.95	0.10	0.54	0.93	0.08	49	7.7	1.1	0.51	0	AM
11	0.97	0.11	0.53	0.96	0.08	49	7.7	1.1	0.53	0	KD
12	0.98	0.11	0.54	0.97	0.07	50	7.6	1.0	0.57	0	KD
13	0.94	0.10	0.52	0.92	0.08	49	7.6	1.1	0.52	0	AM
14	0.94	0.10	0.54	0.91	0.07	50	7.6	1.1	0.51	0	AM
15	0.94	0.10	0.53	0.91	0.08	50	7.6	1.1	0.52	0	KD
16	0.95	0.09	0.53	0.96	0.07	50	7.7	1.1	0.51	0	KD
17	0.99	0.09	0.53	0.97	0.08	51	7.6	1.0	0.52	0	KD
18	0.95	0.09	0.54	0.94	0.07	55	7.7	1.1	0.53	0	CT
19	1.00	0.09	0.54	0.99	0.09	54	7.7	1.0	0.53	0	CT
20	0.93	0.10	0.55	0.98	0.09	54	7.7	1.1	0.52	0	RC
21	0.93	0.10	0.54	0.97	0.08	56	7.7	1.1	0.54	0	RC
22	0.99	0.10	0.54	0.96	0.09	56	7.7	1.0	0.54	0	CT
23	0.98	0.10	0.52	0.97	0.08	56	7.6	1.0	0.57	0	CT
24	1.00	0.10	0.53	0.98	0.07	58	7.7	1.0	0.57	0	CT
25	0.95	0.10	0.54	0.96	0.09	56	7.7	1.1	0.54	0	RC
26	0.96	0.10	0.53	0.94	0.07	54	7.7	1.1	0.55	0	RC
27	0.96	0.10	0.52	0.94	0.07	54	7.7	1.0	0.57	0	CT
28	0.98	0.10	0.54	0.95	0.09	55	7.7	1.1	0.59	0	CT
29	0.96	0.11	0.52	0.95	0.07	54	7.7	1.1	0.58	0	RC
30	0.98	0.11	0.53	0.97	0.09	55	7.8	1.0	0.52	0	RC
										0	
AVG	0.96	0.10	0.54	0.95	0.08	51	7.7	1.1	0.54	0	
MAX	1.00	0.11	0.57	0.99	0.09	58	7.8	1.1	0.59	0	
MIN	0.92	0.09	0.52	0.91	0.07	46	7.6	1.0	0.51	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Apr-15

PER DAY AVERAGE 80,254,060

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-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,635,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,669.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,118,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.56%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%	97.58%	\$3.32	\$2.882
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%	97.61%	\$3.32	\$2.882
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.316
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079.20	2,069,443	0.10%	97.76%	\$3.97	\$3.316
Mar-14	2,170,575,000	2,234,019,300	97.16%	\$8,617,182.75	\$7,408,008.00	1,202,320	0.05%	97.21%	\$3.97	\$3.316
Apr-14	2,024,459,000	2,086,348,613	97.03%	\$8,037,102.23	\$6,918,332.00	5,230,699	0.25%	97.28%	\$3.97	\$3.316
May-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
TOTALS (1)	674,134,100,798	693,067,544,032	97.27%	\$1,106,222,954.98	\$1,033,494,068.44	669,903,720	0.10%	97.36%	\$1.64	\$1.491

(1) - SINCE MAY 1, 1992

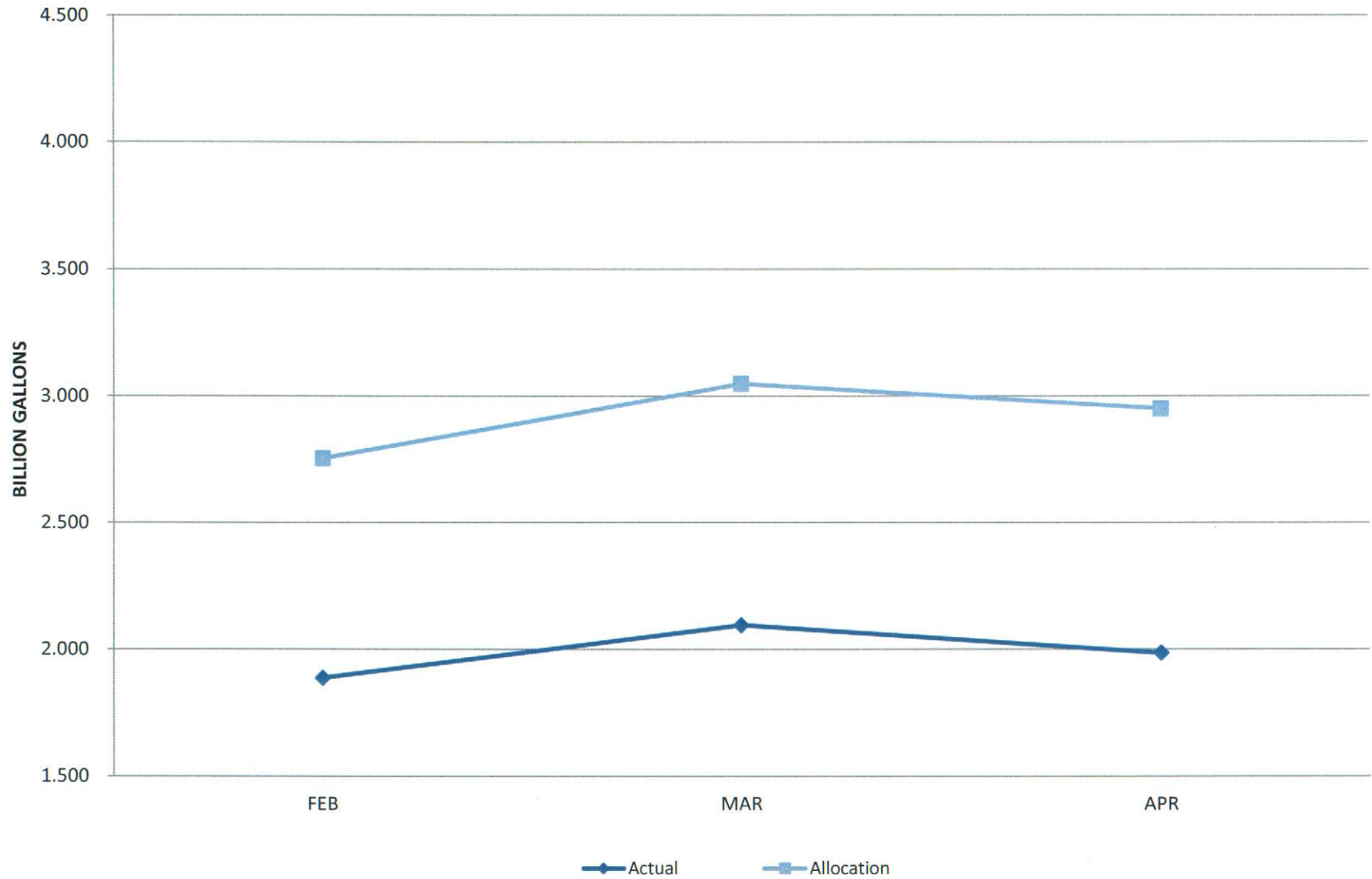
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

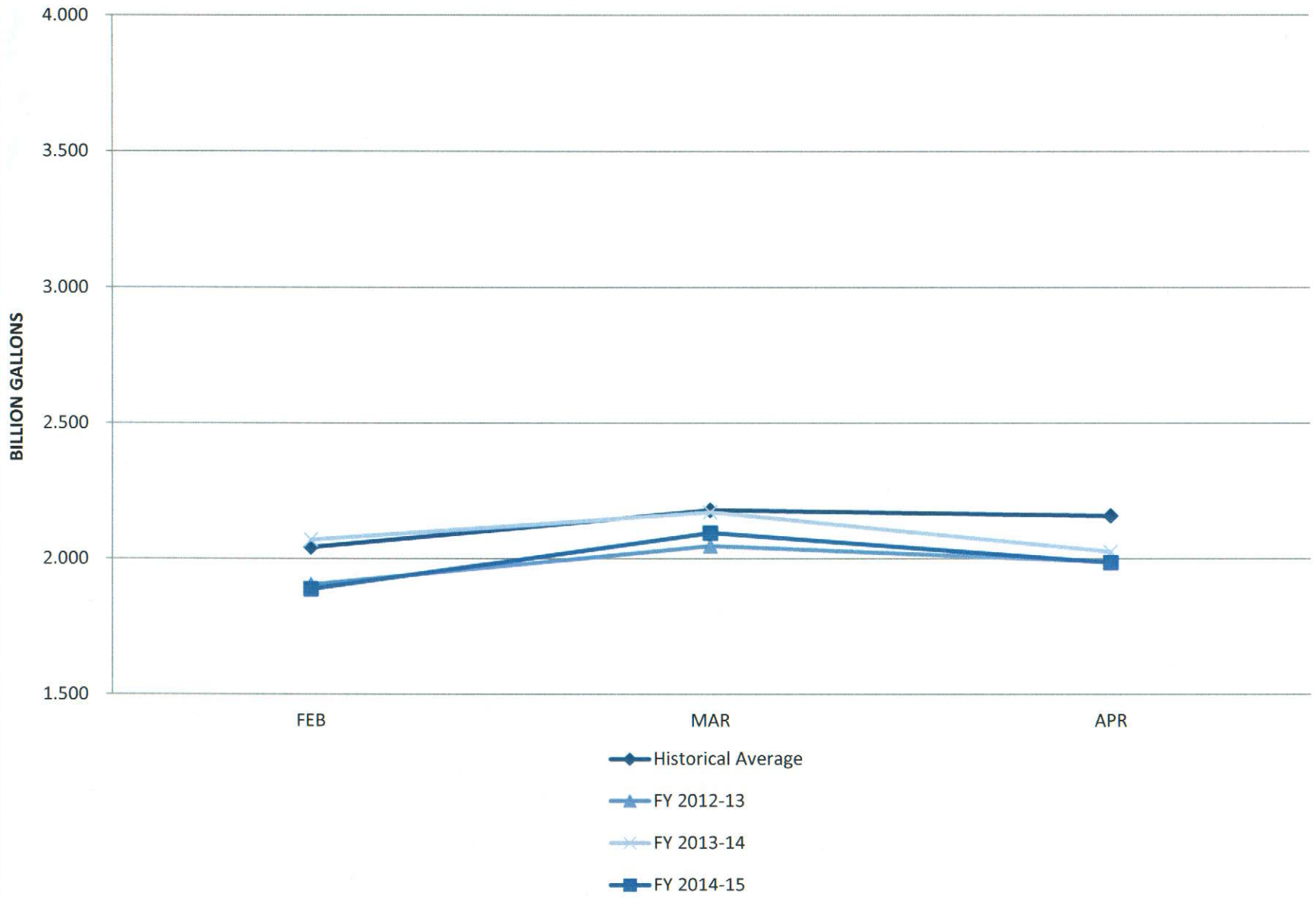
YTD

Apr-14	27,841,047,000	28,609,776,080	97.31%	97,949,139	86,240,719				\$3.52	\$3.014
Apr-15	25,959,645,000	26,748,781,045	97.05%	108,754,593	92,805,464				\$4.19	\$3.470
	(1,881,402,000)	(1,860,995,035)		\$10,805,454	\$6,564,744					
	-6.8%	-6.5%		11.0%	7.6%					
Month										
Apr-14	2,024,459,000	2,086,348,613	97.03%	8,037,102	6,918,332				\$3.97	\$3.316
Apr-15	1,984,985,000	2,045,765,854	97.03%	9,289,730	7,800,505				\$4.68	\$3.813
	(39,474,000)	(40,582,759)		\$ 1,252,628	\$ 882,173					
	-1.9%	-1.9%		18.1%	11.0%					
April>March	(109,292,000)	(115,501,138)		(511,487)	(440,406)					

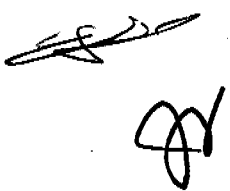

DU PAGE WATER COMMISSION SALES FY 2014-15 VS. ALLOCATION



DU PAGE WATER COMMISSION SALES FY 2014-15, 2013-14 & 2012-13 VS. HISTORICAL AVERAGE



REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving a 2 year contract time extension of Contract QR-10/13 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. at the May 21, 2015, DuPage Water Commission Meeting Resolution No. R-12-15	APPROVAL  
<p>Account #01-60-6631</p> <p>The Commission entered into certain agreements beginning July 1, 2013 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders (Contract QR-10/13). These agreements are scheduled to end on June 30, 2015.</p> <p>Staff has been pleased with the work of both its QR-10/13 contractors and believes that it would be in the Commission's best interest to exercise its option with respect to extending the contract term limits for a period of a 2 years commencing on July 1, 2015, and ending on June 30, 2017 to both John Neri Construction Co. Inc. and Rossi Contractors, Inc.</p> <p>There is no cost associated with this request and all other terms and conditions of Contract QR-10/13 shall remain unchanged during this time.</p> <p>Both contractors have agreed to this proposal and their acceptance can be found in the signed agreements under Exhibit 1 to this Resolution.</p>	
MOTION: To adopt Resolution No. R-12-15.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-12-15

A RESOLUTION EXTENDING THE TERM OF A QUICK RESPONSE
CONTRACT (QR-10/13)

WHEREAS, pursuant to Resolution No. R-18-13, the DuPage Water Commission (the "Commission") awarded Quick Response Contract QR-10/13 (the "Contract") to John Neri Construction Co. Inc. ("Neri") and Rossi Contractors, Inc. ("Rossi"), the Commission having reserved the right to award a contract to one or more bidders; and

WHEREAS, the initial term of the Contract expires on June 30, 2015; and

WHEREAS, the Commission has determined that it is in the best interests of the Commission to extend the Contract with Neri and with Rossi through June 30, 2017.

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 as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The extension of the Contract through June 30, 2017 shall be and hereby is approved, such extension to be substantially in the form attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension.

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

Resolution No. R-12-15

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Board/Resolutions/2015/R-12-15.docx

Exhibit 1



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

May1, 2015

Mr. Nicholas Neri
John Neri Construction Co. Inc.
770 Factory Road
Addison, IL 60101

Subject: Contract QR-10/13

Dear Mr. Neri,

The DuPage Water Commission "Commission" entered into an agreement with John Neri Construction Co. Inc. on July 1, 2013 for quick response construction work related to the Commission's Waterworks System as needed through the issuance of Work Authorization Orders through June 30, 2015. (Contract QR-10/13)

The Commission has been satisfied with the work of John Neri Construction Co. Inc. and therefore wishes to extend the contract term limits for a period of 2 years commencing on July 1, 2015, and ending on June 30, 2017. It is understood that all other terms and conditions of Contract QR-10/13 shall remain unchanged during this time.

Should John Neri Construction Co. Inc. agree to this contract time extension as presented here, please sign, date and return the attached document to the Commission.

Sincerely,

Ed Kazmierczak

cc: File



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

The DuPage Water Commission and John Neri Construction Co. Inc. do hereby agree to extend the Contract term limit of Contract QR-10/13 for a period of 2 years commencing on July 1, 2015 and ending on June 30, 2017.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR ACKNOWLEDGED:

By: *Nicholas Neri*
Signature of Authorized
Representative

DATE: 5/12/15



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

May 1, 2015

Mr. Robert Rossi
Rossi Contractors Inc.
201 W. Lake Street
Northlake, IL 60164

Subject: Contract QR-10/13

Dear Mr. Rossi,

The DuPage Water Commission "Commission" entered into an agreement with Rossi Contractors Inc. on July 1, 2013 for quick response construction work related to the Commission's Waterworks System as needed through the issuance of Work Authorization Orders through June 30, 2015. (Contract QR-10/13)

The Commission has been satisfied with the work of Rossi Contractors Inc. and therefore wishes to extend the contract term limits for a period of 2 years commencing on July 1, 2015, and ending on June 30, 2017. It is understood that all other terms and conditions of Contract QR-10/13 shall remain unchanged during this time.

Should Rossi Contractors Inc. agree to this contract time extension as presented here, please sign, date and return the attached document to the Commission.

Sincerely,

Ed Kazmierczak

cc: File



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


The DuPage Water Commission and Rossi Contractors Inc. do hereby agree to extend the Contract term limit of Contract QR-10/13 for a period of 2 years commencing on July 1, 2015 and ending on June 30, 2017.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR ACKNOWLEDGED:

By: 
Signature of Authorized
Representative

DATE: 5/12/15

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-10/13 at the May 21, 2015, DuPage Water Commission Meeting</p> <p>Resolution No. R-13-15</p>	<p>APPROVAL</p> <p style="text-align: center;"><i>QR</i> <i>full</i></p> <p style="text-align: left;"><i>CRP</i></p>										
<p>Account Number: 01-60-6623</p> <p>The Commission entered into certain agreements dated July 1, 2013 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-13-15 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 007: This Work Authorization is to Rossi Contractors, Inc. to replace a 10" plug valve in the meter shop test bench. The existing valve is very hard to operate and is more than 23 years old. The Commission pre-purchased the replacement valve for the contractor to install. Quotes were received from both the QR contractors, see table below.</p> <table border="1" data-bbox="302 1188 1349 1299"> <thead> <tr> <th>QR Contractor</th> <th>Description</th> <th>Estimate</th> </tr> </thead> <tbody> <tr> <td>Rossi</td> <td>Replace 10" valve in Meter Shop</td> <td>\$5,000.00</td> </tr> <tr> <td>Neri</td> <td>Replace 10" valve in Meter Shop</td> <td>\$13,800.00</td> </tr> </tbody> </table> <p>The total cost for this work is estimated to not exceed \$5,500.00.</p>				QR Contractor	Description	Estimate	Rossi	Replace 10" valve in Meter Shop	\$5,000.00	Neri	Replace 10" valve in Meter Shop	\$13,800.00
QR Contractor	Description	Estimate										
Rossi	Replace 10" valve in Meter Shop	\$5,000.00										
Neri	Replace 10" valve in Meter Shop	\$13,800.00										
<p>MOTION: To adopt Resolution No. R-13-15.</p>												

DUPAGE WATER COMMISSION

RESOLUTION NO. R-13-15

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE
MAY 21, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, 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-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of 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 _____, 2015.

Chairman

ATTEST:

Clerk

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.007

LOCATION:

Commission Meter Shop at 600 E. Butterfield Rd, Elmhurst

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Replace 10" DeZurik plug valve in meter shop test bench.

REASON FOR WORK:

Existing valve is very hard to operate and is over 23 years old. It is about 12' off the floor very close to ceiling.

MINIMUM RESPONSE TIME:

N/A

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

New DeZurik 10" plug valve, flange gaskets, reuse existing bolts/nuts

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

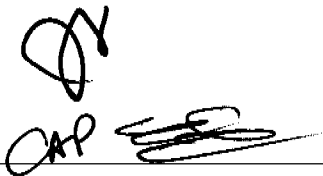
DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline				
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the May 21, 2015, DuPage Water Commission Meeting</p> <p>Resolution No. R-14-15</p>	<p>APPROVAL</p> 					
<p>Account Number: 01-60-6631</p>							
<p>The Commission entered into certain agreements dated July 1, 2013 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-14-15 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>							
<p>Work Authorization Order No. 008 to Rossi Contractors Inc. This work was authorized and initiated prior to board approval and was necessary to begin repair work on a failed 24" diameter prestressed concrete cylinder pipe (PCCP) located on Green Trails Drive approximately 400ft. east of Naper Boulevard in the Village of Lisle.</p>							
<p>The extent of the repair work is unknown at this time and could range in size and scope from a relatively minor welded joint repair, up to pipe removal and replacement.</p>							
<p>For cost comparison sakes, staff requested repair estimates based on the assumption that the leak is limited to one pipe joint, and that the repair can be made by way of a welded joint repair. The results of those cost comparison estimates are listed in the table below:</p>							
<table border="1"> <tr> <td data-bbox="203 1354 836 1417">Rossi Contractors Inc.</td> <td data-bbox="836 1354 1469 1417">\$56,300.00</td> </tr> <tr> <td data-bbox="203 1417 836 1470">John Neri Construction Co Inc.</td> <td data-bbox="836 1417 1469 1470">\$62,425.00</td> </tr> </table>				Rossi Contractors Inc.	\$56,300.00	John Neri Construction Co Inc.	\$62,425.00
Rossi Contractors Inc.	\$56,300.00						
John Neri Construction Co Inc.	\$62,425.00						
<p>Approval of Resolution R-14-15 would ratify Work Authorization Order Number 008 for the work necessary to repair the source of a leak on the Commission's 24" diameter PCCP located on Green Trails Drive approximately 400ft. east of Naper Boulevard in the Village of Lisle.</p>							
<p>This estimated cost is based on the assumption of a repair limited to welding one pipe joint. The actual cost for this repair work may vary significantly and will be determined by the type of repair necessary once the size and extent of the failure can be visually confirmed.</p>							
<p>MOTION: To adopt Resolution No. R-14-15.</p>							

DUPAGE WATER COMMISSION

RESOLUTION NO. R-14-15

**A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE
MAY 21, 2015, DUPAGE WATER COMMISSION MEETING**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, 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-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of 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 _____, 2015.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.008

LOCATION:

Green Trails Drive approximately 400ft east of Naper Boulevard in the Village of Lisle.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls, excavate and expose Commission facilities, locate and identify the area(s) of pipe in need of repair, dewater the main, repair the failed pipe areas(s) by means of welded joint(s), repair band(s), pipe replacement, or by other methods as may be necessary or as directed by the Commission. Install pipe restraints and corrosion control devices as necessary, dispose of unsuitable materials, backfill the excavation with excavated and/or virgin material, restore the area to its existing condition, pipeline disinfection and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To locate and repair the source of a water leak on a 24" diameter PCCP main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER
 IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

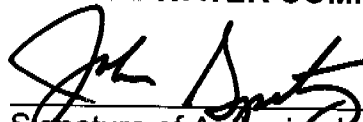
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

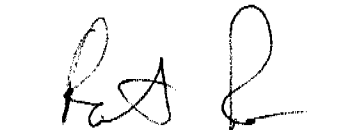
By:


Signature of Authorized
Representative

DATE: 5-7-15

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY
REPRESENTATIVE:

By:


Signature of Authorized
Representative


Safety Rep:

Name and 24-Hr Phone No.

DATE: 5-1-15

DATE: May 14, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services Resolution No. R-15-15	APPROVAL	
Account Numbers: 01-60-7707.01 - \$185,398.90			
<p>On September 5, 2012, the Commission solicited qualification based proposals from qualified engineering firms specializing in the evaluation and design of steel water storage facilities. This was achieved by direct invitation, advertisement in the Daily Herald, posting the notice on the Commission's website as well as at several plan houses. On September 19, 2012, the Commission received six (6) sealed statements of interest and qualifications including Tank Industry Consultants, Inc. and Dixon Engineering, Inc. Commission staff reviewed the proposals and determined that Tank Industry Consultants, Inc. was qualified to perform the engineering services for the Project and was the most favorable firm taking into account its approach to the Project and previous experience among other things.</p> <p>R-8-15 terminated the remaining services of the Tank Industry Consultants, Inc. and authorized the General Manager to enter into an agreement with Dixon Engineering, Inc. to perform the remaining necessary at Standpipes No. 2 and No. 4 West at a cost not-to-exceed \$114,195.00 in 2015 and 2016.</p> <p>R-15-15 would authorize the General Manager to enter into an agreement with Dixon Engineering to provide design services, project administration services, resident inspection services and warranty inspection services for Standpipes Nos. 1, 3 and 4E at an estimated cost of \$185,398.90 from 2015 to 2018 as determined by the Commission's Five-Year Capital Improvement Program.</p>			
MOTION: To adopt Resolution No. R-15-15.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-15-15

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE
DUPAGE WATER COMMISSION AND DIXON ENGINEERING, INC. FOR
PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the Commission solicited proposals from qualified engineering firms regarding the evaluation of the condition of the Commission's five steel standpipes, including the paint coating system and any recommended corrective and preventative maintenance and related services (the "Project"); and

WHEREAS, the Commission received sealed statements of interest and qualifications from qualified engineering firms specializing and having experience in the evaluation and design of steel water storage facilities on September 19, 2012; and

WHEREAS, the Commission entered in to an agreement (the "Agreement") with Tank Industry Consultants, Inc. ("TIC") with respect to the Project; and

WHEREAS, pursuant to R-8-15 the Commission had determined that it was in its best interest to terminate the TIC Agreement; and

WHEREAS, pursuant to R-8-15, the Commission entered in to an alternate agreement (the "Agreement") with Dixon Engineering, Inc. ("Dixon") with respect to the Project; and

WHEREAS, the Commission has negotiated an agreement with Dixon Engineering, Inc. to provide design services, project administration services, resident inspection services and warranty inspection services for the remaining Standpipes Nos. 1, 3 and 4 East.

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.

Resolution R-15-15

SECTION TWO: The General Manager shall be and hereby is authorized and directed to execute agreements regarding design services, project administration services, resident inspection services and warranty inspection services for Standpipes Nos. 1, 3 and 4 East with Dixon Engineering, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the agreements between the DuPage Water Commission and Dixon Engineering, Inc., and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

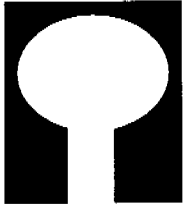
ADOPTED THIS _____ DAY OF _____, 2015.

Chairman

ATTEST:

Clerk

EXHIBIT 1



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

EXHIBIT 1

5307 S. 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (630) 220-1410

**Proposal/Contract Agreement
for Steel Reservoir**

*7,500,000 Gallon Steel Standpipe, (Standpipe #1-Roselle, Illinois), #13-22-66-03
5,000,000 Gallon Steel Standpipe (Standpipe #4E-Lisle Township, Illinois), #13-22-66-04
7,500,000 Gallon Steel Standpipe (Standpipe #3-Naperville, Illinois), #13-22-66-05*

The Agreement is between Dixon Engineering, Inc. (DIXON) and the DuPage Water Commission, Elmhurst, Illinois (Owner) to contract with DIXON for technical services for the 7,500,000 Gallon Steel Standpipe (Roselle), 5,000,000 Gallon Steel Standpipe (Lisle), 7,500,000 Gallon Steel Standpipe (Naperville) (Project). This Agreement inclusive together with any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of One Hundred Eighty-Five thousand, three Hundred Ninety-Eight and ninety cents. (\$185,398.90). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Preparation of Technical Specifications and Contract Documents, Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and One-Year Warranty Inspection (ROV) per Schedule A

3.01 SIGNATURES

Brad Schotanus, Project Manager

PROPOSED by DIXON (Not a contract until approved by an officer)

May 5, 2015

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

POSITION

EFFECTIVE CONTRACT DATE

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

EXHIBIT 1

SCHEDULE A

- 7,500,000 Gallon Steel Standpipe, (Standpipe #1-Roselle, Illinois), #13-22-66-03*
5,000,000 Gallon Steel Standpipe (Standpipe #4E-Lisle Township, Illinois), #13-22-66-04
7,500,000 Gallon Steel Standpipe (Standpipe #3-Naperville, Illinois), #13-22-66-05
Elmhurst, Illinois

I. Technical Specifications & Contract Documents

1. Owner agrees:

1. Owner will provide Owners standard bidding and contract documents for the Project. Owner will not unreasonably withhold requests to alter the documents.
2. Publish and pay for all local advertising costs per Owner's requirements.
3. Provide a place for the bid opening.
4. Open the bids received.
5. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
6. Sign and forward to the Contractor the notice to award, contract documents, and notice to proceed.

1. DIXON agrees:

1. Preparation of Technical Specifications
 - a. Prepare Technical Specifications and Contract Documents for project to include, but not limited to, the following:
 - 1) Information for Bidders
 - 2) Detailed Technical Specifications and Drawings. Dixon will not unreasonably withhold requests to alter documents.
 - b. Address all questions, written or verbal response, concerning the project that are submitted to DIXON. (Dixon will not be held to any non-written statement.)
 - c. Direct mail advertisements to Contractors who have been prior approved as capable and conscientious by DIXON.
 - d. Send specifications to selected, appropriate plan rooms such as Builders Exchanges and Dodge Reports.
 - e. Review the bids submitted to the Owner and recommend award based on lowest responsible and responsive bidder.
 - f. Coordinate with Owner the Contract Documents for execution.

EXHIBIT 1

II. Project Administration:

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. Review all requests for change orders and make recommendations to the Owner.

III. Pre-construction Meeting:

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
 - a. emergency response plan,
 - b. responsibilities to the Owner,
 - c. responsibilities to her/his workers,
 - d. responsibilities to the public
 - e. inspection start time
 - f. inspection schedule
 - g. liquidated damages
 - h. Contractor's site specific Lead, Health, and Safety Plan
 - i. Who Contractor's designated OSHA competent person for lead, health and safety plan for notification and protection of the public
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

IV. Progress Meeting:

1. Attend progress status meeting(s).

V. Critical Phase Inspections:

A. Weld Inspection:

1. One (1) visit(s) to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

VI. Inspection Services:

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.

EXHIBIT 1

5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

VII. One Year Warranty Inspection – ROV:

A. Scope of Services Performed by Owner (ROV):

1. Fill the tank to overflow or higher capacity, and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
2. Perform free chlorine residual and bacteriological testing after completion of inspection.

B. Scope of Services Performed by DIXON:

1. Inspect the tank's interior coating for compliance with warranty requirements of prior interior painting contract.
2. Review all interior surfaces for corrosion and/or damage, and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area and compared with warranty requirements.
3. Inspect the exterior coating.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review exterior of the exposed foundations.
6. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
7. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The engineering report will be letter format.

EXHIBIT 1

SCHEDULE B

5,000,000 Gallon Steel Standpipe, (Standpipe #4E-Lisle Township, Illinois), #13-22-66-04

7,500,000 Gallon Steel Standpipe, (Standpipe #3-Naperville, Illinois), #13-22-66-05

7,500,000 Gallon Steel Standpipe, (Standpipe #2-Roselle, Illinois), #13-22-66-06

	ROSELLE 7.5 MG 13-22-60-03	LISLE TWP. 5.0 MG 13-22-66-04	NAPERVILLE 7.5 MG 12-22-66-05	
1	Payment for Scope of Services, Schedule A - <u>Technical Specifications</u> is the lump sum fee of:	\$4,000.00	\$4,000.00	\$4,000.00
2	Compensation for Schedule A - <u>Project Administration</u> , shall be the time and material fee of (Payment due as project progresses):	\$3,000.00	\$3,000.00	\$3,000.00
3	Compensation for participation at the <u>Pre-Construction Meeting</u> shall be the lump sum fee of (and will include preparation and travel time):	\$500.00	\$500.00	\$500.00
4	Compensation for participation at a <u>Progress Meeting</u> is (based on a per meeting fee with one meeting recommended):	\$500.00	\$500.00	\$500.00
5	Compensation for <u>Weld Inspection</u> , Schedule A - Critical Phase Inspection is (based on a per visit fee with one visit recommended):	\$600.00	\$600.00	\$600.00
6	DIXON will provide <u>Daily Inspection Services</u> as outlined in Schedule A - Inspection Services. Compensation for these services is estimated using an average of eight (8) hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the "ESTIMATED" remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.	\$51,649.20	\$47,435.50	\$51,649.20
7	Compensation for inspection, travel time, and preparation of report as outlined in Schedule A - One Year Warranty Inspection Scope of Services Performed by DIXON is a fixed fee of:	\$2,955.00	\$2,955.00	\$2,955.00

Estimated Total Fees:	\$63,204.20	\$58,990.50	\$63,204.20
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Estimated Project Length (Base to Determine Daily Inspection Services)	72 Days	70 Days	72 Days
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Note: Cost Estimates Based Upon Dixon Engineering 2015 Schedule C – Engineering Services Fees.

EXHIBIT 1

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$125.00	
Registered Professional Engineer.....	\$125.00	
Certified NACE Inspector.....	\$100.00	
Assistant Project Manager.....	\$100.00	
Staff Engineer – Level III.....	\$75.00 to \$85.00	
Staff Engineer – Level II.....	\$70.00 to \$80.00	
Staff Engineer – Level I.....	\$65.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$100.00 to \$110.00	
Inspector – Level III.....	\$70.00 to \$80.00	
Inspector – Level II.....	\$65.00 to \$75.00	
Inspector – Level I.....	\$60.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$50.00 & expenses	
Bookkeeping Services.....	\$45.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non–Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$145 per diem	\$125 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O’Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JANUARY 1ST OF EACH YEAR
A new fee schedule will be sent to the owner 30 days prior to the effective date.

Revised 07/13

EXHIBIT 1

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven (7) days written notice:
 - 1) If Owner fails to pay invoices within sixty (60) days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

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

EXHIBIT 1

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

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8.04 Safety

A. Engineer's Responsibility. The Engineer shall be solely and completely responsible for providing and maintaining safe conditions for their employees at the Work site or sites. The Engineer shall take all safety precautions as shall be necessary to comply with all applicable law. The Engineer shall provide, by its own designation, only "Qualified Workers" to perform the Work and shall provide its own Personal Protective Equipment (PPE) for such Work including, but not limited to: clothing, gloves, eyewear/safety glasses, head/face shields, body harnesses, lanyards and personnel fall protection systems, footwear, hard hats, and hearing protection, as appropriate for the potential hazards to be encountered as determined by the Engineer. The Engineer must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of the Owner's facilities and appurtenances.

B. No Duty. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of the Engineer's safety measures in, on, or near the Work site or sites. The Owner shall not provide design or construction review relating to the Engineer's safety precautions required for the Engineer to perform the Work.

C. No Liability. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the safety of Engineer's employees or property, during the performance of the Work.

D. Safety Representative. The Engineer shall employ or hire a competent safety representative or Sub-consultant, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise, and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. The Engineer shall advise the Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions.

E. Notification of Potentially Hazardous Conditions. The Engineer is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. The Engineer should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and

EXHIBIT 1

education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains the Engineer's sole responsibility under the Contract. The Engineer is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

The Engineer is being notified of these potentially hazardous conditions so that the Engineer may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to the Contract and the Engineer's legal obligations. The Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Work but, rather, such notice shall be construed to be, and interpreted as, exemplary only. The Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving the Engineer's sole and complete responsibility for their employee's safety at the Work site or sites or for providing and maintaining safe conditions at the Work site or sites, including the safety of all persons and property during performance of the Work. This notification of potentially hazardous conditions is provided solely to assist the Engineer in the performance of these duties, in the interest of maximum safety.

F. Confined Spaces. Even though the Engineer is required to independently assess the potentially hazardous conditions at the Work site or sites and take the necessary precautions to ensure a safe workplace pursuant to the Rider and the Engineer's legal obligations, when the Engineer is advised that the Owner has designated a particular Work site or sites as a permit-required confined space because the space has limited means of egress and other hazardous conditions exist and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services, entry into such permit-required confined space shall be only through compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. In such case, the Owner will inform the Engineer of the precautions and procedures that the Owner has implemented for the protection of the Owner's employees in or near the Work site or sites where the Engineer's personnel will be working. The Engineer shall inform the Owner of the precautions and procedures that the Engineer has implemented for the protection of the Engineer's employees in or near the Work site or sites, including the confined space permit entry program that the Engineer will follow and of any hazards confronted or created while working in the Owner's designated permit-required confined spaces. When both Engineer and Owner personnel will be working simultaneously in or near Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

EXHIBIT 1

G. Hazardous Chemicals. The Engineer shall not use or store hazardous chemicals in such a way that the Owner's employees may be exposed to such hazardous chemicals. Whenever hazardous chemicals are used or stored by the Engineer in such a way that employees of the Owner may be exposed to such hazardous chemicals, the Engineer shall inform the Owner of (i) the precautions and procedures that the Engineer has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Owner personnel will be working and (ii) the labeling system that the Engineer uses to label hazardous chemical containers. In addition, the Engineer shall provide the Owner with a copy of the most current MSDS for such hazardous chemicals and access to the central MSDS binder maintained by the Engineer.

Whenever hazardous chemicals are used or stored by the Owner in such a way that employees of the Engineer may be exposed to such hazardous chemicals, the Owner shall inform the Engineer of (i) the precautions and procedures that the Owner has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Engineer personnel will be working and (ii) the labeling system that the Owner uses to label hazardous chemical containers. In addition, the Owner shall provide Engineer with access to the central MSDS binder maintained by Owner.

H. Safety-Related Equipment. The Engineer shall not use, nor be entitled to use, any of the Owner's safety-related equipment, including without limitation: The Owner's fall-protection, fall-restraint, or fall-arrest equipment; the Owner's ladders or other materials handling equipment; the Owner's confined space entry equipment, including gas monitors, ventilation equipment, or personnel retrieval systems; or the Owner's ventilators, fire extinguishers, or personnel rescue systems.

I. Accident Records. The Engineer shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, or damage to any property whether or not that of the Owner and shall promptly report any of the same to the Owner.



REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	Authorization for Roof Replacement at the DuPage Water Commission facility by Malcor Roofing of Illinois.	APPROVAL	<i>CRP</i>

Account Number: 01-60-7216

As identified in the Commission's Five Year Capital Improvement Plan, the roofs on the Main Pump Station and the Chlorine Building at the DuPage Water Commission facility have outlived their useful lives and are in need of replacement. This project will also reduce ongoing maintenance costs and eliminate damage caused by various roof leaks.

The Commission utilized the services of U.S. Communities Government Purchasing Alliance to solicit sealed proposals for the replacement of the roof, and the bids were publicly opened and read aloud on May 11, 2015 at 1:00 pm. Of the 5 proposals received, the proposal of Malcor Roofing of Illinois was the most favorable to the interests of the Commission.

The following are the bid results for the Roof Replacement.

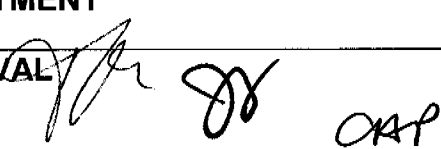
Bidder	Price
Malcor Roofing of Illinois	\$715,700
A-1 Roofing Company	\$815,600
Waukegan Roofing Co. Inc.	\$915,000
Anderson & Shah Roofing Inc.	\$942,000
American Roofing & Repair Co.	\$949,700

This expense was budgeted and approved in the FY 2014/2015, 2015/2016 Capital Improvement Budgets at an estimated cost of \$1 million.

MOTION: To authorize a contract for the Roof Replacement at the DuPage Water Commission facility by Malcor Roofing of Illinois for a cost of \$715,700.00.

May 4, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering Committee	ORIGINATING DEPARTMENT	Operations
ITEM	Contract Agreement for Electrical Supply Consulting	APPROVAL	
Account Number: 01-60-6280			
<p>The Commission has utilized the services of SPI Consulting; a recognized industry expert in the areas of bid preparation, price solicitation, and contract negotiations. While utilizing SPI consulting services, the Commission has realized substantial saving for energy supply on each of the contracts that SPI has been involved with (approx. 25%). The Commission also expects to see an additional saving this coming year due to the continuing Demand Response program.</p> <p>The attached Agreement between DuPage Water Commission and SPI Energy Group (SPI) would allow for the continued utilization of consulting services at a rate of \$260.00 per hour on an as needed basis. (see attached agreement)</p>			
MOTION: To Approve Continuation of Existing Agreement for Electrical Supply Consulting			

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between SPI Energy Group (SPI) (the "Consultant") and the Du Page Water Commission (the "Commission") as of June 1, 2015.

WHEREAS, the Commission wishes to obtain the benefits of Consultant's experience and know-how in connection with the purchase and management of the Commission's electrical power supply; and

WHEREAS, the Commission wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of electrical power supply to the Commission on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Commission and Consultant agree as follows:

1. Consulting Services.

- a. The Commission hereby engages Consultant as a consultant to the Commission, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall:
 - i. provide support for purchase of electrical power supply
 - ii. assist in electrical power supply contract negotiations
 - iii. provide compliance support
 - iv. perform such other additional services as may be assigned to Consultant from time to time by the Commission
- b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the General Manger of the Commission and/or the General Managers designated representative, who shall be responsible for monitoring Consultant's work under this Agreement.
- c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

- i. negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Commission, or otherwise bind the Commission, in any manner whatsoever;
- ii. engage in any conduct, or cause the Commission to engage in any conduct, which would result in the Commission's breach or violation of any agreement, law, ordinance, or regulation;
- iii. sign any checks on behalf of or authorize any payments by the Commission in any manner whatsoever

2. Term. The term of Consultant's retention and engagement under this Agreement shall begin on June 1, 2015 and shall end on May 31, 2017.
3. Compensation. In consideration of all services to be performed by Consultant under this Agreement, the Commission agrees to pay Consultant an hourly rate of (\$260.00). The hourly rate is subject to review annually on the anniversary date of this agreement.
4. Payment of Taxes. Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Commission will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
5. Expenses. Without the prior written content of the Commission, Consultant shall be responsible for all out-of-pocket expenses including travel time that the Consultant incurs in performance of its duties under this Agreement. The Commission reserves the right to review all expenses incurred by the Consultant on the Commission's behalf. If the Commission elects to review the expenses incurred by Consultant, Consultant shall provide the Commission with a detailed expense report within ten (10) days after request by the Commission for the same.
6. Termination of Agreement. Either Party may elect to terminate this Agreement upon 30 days written notice.
7. Independent Contractor. It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Commission, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture

of the Commission and the Commission shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Commission may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.

8. Non-Disclosure. Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Commission. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of the Commission:

- i. disclose, directly or indirectly, any confidential information to anyone outside the employ of the Commission, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
- ii. use, directly or indirectly, any confidential information for the benefit of anyone other than the Commission

9. Indemnification. The Commission shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by the Commission. Additionally, Consultant shall indemnify the Commission from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.

10. Assignability. Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

11. Miscellaneous.

- a. This Agreement constitutes the entire agreement of Consultant and the Commission with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises and agreements set forth in the Agreement shall be binding, and apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns
- b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.

- c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
- d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

CONSULTANT:

SPI Energy Group

By:

Name:

Title:

COMMISSION:

By:

Name:

Title:

Attachment A

SPI Energy Group

Assignments to be completed within FY2015-2016

1. Perform power supply Request for Proposal process for 2016 through 2018
2. Help facilitate the Converge Demand Response Program including resolution of situations that occur
3. Monitor electric power supply market
4. Notify the Commission if pricing incentives become available during the term of agreement

1.