



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE FEBRUARY REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD ON THURSDAY, FEBRUARY 15, 2018, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE FEBRUARY 2018 REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING IS AS FOLLOWS:

AGENDA
ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, FEBRUARY 15, 2018
5:30 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 January 18, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-4-18:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. **(Hydraulic Modeling of Proposed DWC Pump No. 10 - \$4,950.00)**
- V. **R-5-18:** A Resolution Approving and Authorizing the Execution of a Contract Extension for Electrical Supply **(Constellation New Energy – Two-Year Extension – Estimated Savings of \$100,000.00 Per Year Compared to Current Agreement)**
- VI. **R-7-18:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Strand Associates **(Development of a SCADA RFP – Not-To-Exceed \$7,000.00)**

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.

VII. **RFBA:** Approval of Requisition No. 51583 for The Purchase of One Ford F-150 XL Super Cab Pickup Truck **(State of Illinois Government Contract with Morrow Brothers Ford - \$28,310.00)**

VIII. Old Business

IX. Other

X. Adjournment

Agendas\Engineering\2018\Eng1802.docx

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

The meeting was called to order at 5:30 P.M.

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

Committee members absent: None

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

Commissioner Scheck moved to approve the Minutes of the December 14, 2017 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

Regarding the Village of Bartlett water service, Facilities Construction Supervisor Bostick advised the Committee that R-2-18 appears on the agenda to award the Contract for the West Transmission Main (Contract TW-3/17) to Benchmark Construction, the lowest responsible bidder, in the amount of \$13,242,601.00, and also authorizes the General Manager to execute the contract upon receipt of all contractually required documentation.

Also regarding the Bartlett water service project, Facilities Construction Supervisor Bostick advised the Committee that R-3-18 appears on the agenda to Approve and Ratify Task Order No. 7 with AECOM Technical Services for Construction and Project Administration Services for the duration of the West Transmission Main construction project at an estimated cost of \$348,990.00.

Manager of Water Operations McGhee advised the Committee that Staff met with the Illinois Department of Transportation regarding permitting the construction of certain sections of the West Transmission Main and the meeting had a positive outcome.

Facilities Construction Supervisor Bostick advised the Committee that Staff and Greeley and Hansen staff will be meeting with the Village of Bartlett and their engineers on February 1st to kick-off the Metering Station and Connection Facilities design.

Engineering Committee Minutes 01/18/2018

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17) with Era-Valdivia Contractors, Inc., Facilities Construction Supervisor Bostick advised the Committee Change Order No. 1 appears on the Agenda as R-1-18 and the Change Order recommends a Final Balancing Change Order for actual units expended during the Work and recommends Final Acceptance of the Work at a net decrease in Contract Price of \$7,600.00. This action would also approve release of all monies held in retention conditioned upon receipt of all contractually required documentation.

Facilities Construction Supervisor Bostick advised the Committee that two (2) Requests For Board Action (RFBA) appear on the agenda seeking suspension of the Commission's purchasing procedures. One RFBA is to purchase hardware and services through ITsavvy to improve network data back-up at a cost of \$33,388.87, and the other RFBA is to purchase two (2) new replacement network servers through Insight Public Sector at a cost of \$28,592.94.

Regarding the Flow Meter Replacement Project, Facilities Construction Supervisor Bostick advised the Committee that the work by Staff, Mecon Industries, and McWilliams Electric is ongoing and on schedule.

Regarding the replacement of a malfunctioning 60-inch diameter valve in Oakbrook Terrace, Facilities Construction Supervisor Bostick advised the Committee the project remains on schedule for Spring 2018.

Chairman Loftus inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Fennel moved to recommend approval of items 2 through 6 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Saverino.

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

Nays: None

Chairman Loftus inquired the Committee if any other business or other items to be discussed. Hearing none, Commissioner Scheck moved to adjourn the meeting at 5:40 P.M. Motion seconded by Commissioner Fennel.

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

Nays: None

SP2013/MINUTES/ENGINEERING/2018/ENG180118.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: February 7, 2018

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of January were a total of 2.1 billion gallons. This represents an average day demand of 68.7 million gallons per day (MGD), which is higher than the January 2017 average day demand of 65.7 MGD. The maximum day demand was 75.6 MGD recorded on January 8, 2018, which is higher than the January 2017 maximum day demand of 69.6 MGD. The minimum day flow was 62.0 MGD.

The Commission's recorded total precipitation for the month of January was 1.54 inches compared to 2.9 inches for January 2017. The level of Lake Michigan for January 2018 is 579.8 (Feet IGLD 1985) compared to 579.0 (Feet IGLD 1985) for January of 2017

Water Conservation

Downers Grove North High School will attend a presentation and tour at the Commission on April 3rd and April 6th, 2018.

Staff will be attending Glendale Heights' Senior Center Lunch & Learn to present water quality and conservation along with Glendale Heights' Green Team on April 13, 2018.

Ongoing: Staff is working with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission will help sponsor.

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 dates for staff training.

Facilities Maintenance

The Hot Water Heater Replacement project at the DuPage Pumping Station is complete.

Bartlett Water Service

A kick-off meeting was held regarding the design of the Bartlett Metering Station and Connection Facilities. The group discussed project scope, schedule, design, and information requests.

A kick-off meeting was held with Benchmark Construction to discuss schedule, shop drawing review, and information requests, in addition project contracts were signed.

Facilities Construction Overview

Soils and Material Testing RFP

Staff is requesting proposals for a two-year soils and material testing service contract to oversee excavation, backfilling and concrete related construction for the duration of the Bartlett projects. The work includes: measuring soil bearing capacities; compaction of aggregates; installation of asphalt and concrete pavements; and, field testing and laboratory testing of cast-in-place concrete. The services related to Bartlett are reimbursable expenses. The bid results will be brought to the Board for consideration at the March meeting.

Instrumentation / Remote Facilities Overview

On the agenda for consideration is a Request For Board Action to authorize the General Manager to approve Requisition No. 51583 to purchase a 2018 Ford F-150 XL Super Cab Pickup Truck from Morrow Brothers Ford under the Illinois Department of Central Management Services – Joint Purchasing Program - Illinois State Contract # 4018488.

Flow Meter Replacement Project

The Flow Meter Replacement Project Contract with Meccon Industries to replace water meters at the Commission's meter stations is ongoing and is anticipated to be complete in late Summer 2018.

Quick Response Electrical Contract QRE-7/15

Work Authorization Order No.16 to prepare all meter stations for the new flow meters is complete.

Pipeline Maintenance and Construction Overview

Staff continues inspection and repair work on distribution system blow off valves.

Installation of a 60" diameter butterfly valve located in the City of Oakbrook Terrace is tentatively scheduled in Spring 2018.

FEBRUARY 2018 COMMISSION AGENDA ITEMS:

- R-4-18** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. **(Hydraulic Modeling of Proposed DWC Pump No. 10 - \$4,950.00)**
- R-5-18** A Resolution Approving and Authorizing the Execution of a Contract Extension for Electrical Supply **(Constellation New Energy – Two-Year Extension – Estimated Savings of \$100,000.00 Per Year Compared to Current Agreement)**
- R-7-18:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Strand Associates **(Development of a SCADA RFP – Not-To-Exceed \$7,000.00)**
- RFBA:** Approval of Requisition No. 51583 for The Purchase of One Ford F-150 XL Super Cab Pickup Truck **(Morrow Brothers Ford - \$28,310.00)**

Attachments

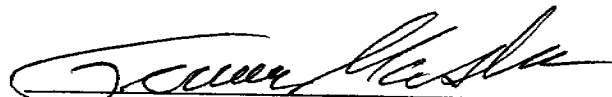
1. DuPage Laboratory Bench Sheets for January 2018
2. Water Sales Analysis 01-October-2009 to 31-January-2018
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR JANUARY 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	LBS/MG	INT
1	0.98	0.07	0.57	0.92	0.08	43	7.6	0.9	0.56	0	AM
2	1.00	0.08	0.58	0.90	0.09	44	7.6	0.9	0.54	0	AM
3	1.00	0.08	0.53	0.91	0.08	43	7.7	0.9	0.55	0	AM
4	0.96	0.08	0.49	0.95	0.08	41	7.8	0.9	0.51	0	AM
5	0.98	0.08	0.51	0.94	0.08	41	7.8	0.9	0.50	0	AM
6	0.96	0.08	0.51	0.90	0.08	41	7.6	0.9	0.52	0	KD
7	1.00	0.08	0.50	0.91	0.08	41	7.7	0.9	0.51	0	KD
8	1.00	0.09	0.49	0.91	0.07	40	7.8	0.9	0.50	0	KD
9	1.00	0.07	0.55	0.92	0.08	41	7.8	0.9	0.57	0	KD
10	1.00	0.08	0.53	0.91	0.08	42	7.8	0.9	0.56	0	KD
11	1.00	0.09	0.51	0.91	0.07	42	7.8	0.8	0.53	0	KD
12	1.00	0.07	0.52	0.95	0.09	41	7.8	0.9	0.51	0	AM
13	1.00	0.07	0.53	0.95	0.08	41	7.8	0.9	0.51	0	KD
14	1.00	0.07	0.51	0.91	0.07	42	7.7	0.9	0.53	0	KD
15	0.98	0.07	0.57	0.92	0.08	41	7.8	0.9	0.55	0	AM
16	1.00	0.08	0.53	0.95	0.08	40	7.8	0.9	0.51	0	AM
17	1.00	0.09	0.57	0.96	0.09	40	7.8	0.9	0.55	0	KD
18	1.00	0.09	0.55	0.97	0.09	40	7.8	0.9	0.54	0	KD
19	1.00	0.07	0.58	0.94	0.10	41	7.7	0.9	0.59	0	KD
20	0.96	0.09	0.51	0.97	0.08	42	7.7	0.9	0.54	0	CT
21	0.91	0.09	0.54	0.94	0.08	42	7.7	0.7	0.51	0	CT
22	0.99	0.07	0.53	1.00	0.08	41	7.7	0.9	0.54	0	RC
23	0.99	0.09	0.54	0.95	0.07	41	7.8	0.9	0.51	0	RC
24	0.98	0.07	0.54	0.99	0.08	40	7.6	0.9	0.55	0	RC
25	1.00	0.08	0.55	0.98	0.08	40	7.6	0.9	0.56	0	KD
26	0.91	0.07	0.57	0.92	0.08	38	7.6	0.9	0.52	0	RC
27	1.15	0.09	0.52	0.93	0.07	38	7.6	0.9	0.55	0	RC
28	1.05	0.09	0.49	0.95	0.08	38	7.6	0.9	0.52	0	RC
29	0.98	0.07	0.51	0.98	0.07	37	7.8	0.1	0.50	0	CT
30	1.00	0.07	0.50	0.94	0.09	38	7.8	0.8	0.55	0	CT
31	1.01	0.07	0.51	0.99	0.07	37	7.6	0.9	0.52	0	RC
AVG	0.99	0.08	0.53	0.94	0.08	41	7.7	0.9	0.53	0	
MAX	1.15	0.09	0.58	1.00	0.10	44	7.8	0.9	0.59	0	
MIN	0.91	0.07	0.49	0.90	0.07	37	7.6	0.1	0.50	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jan-18

PER DAY AVERAGE 79,369,653

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-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
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	\$7,670,639.66	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
TOTALS (1)	746,630,324,798	767,882,186,581	97.23%	\$1,457,157,066.73	\$1,320,111,669.65	767,190,687	0.10%	97.33%	\$1.95	\$1.719

(1) - SINCE MAY 1, 1992

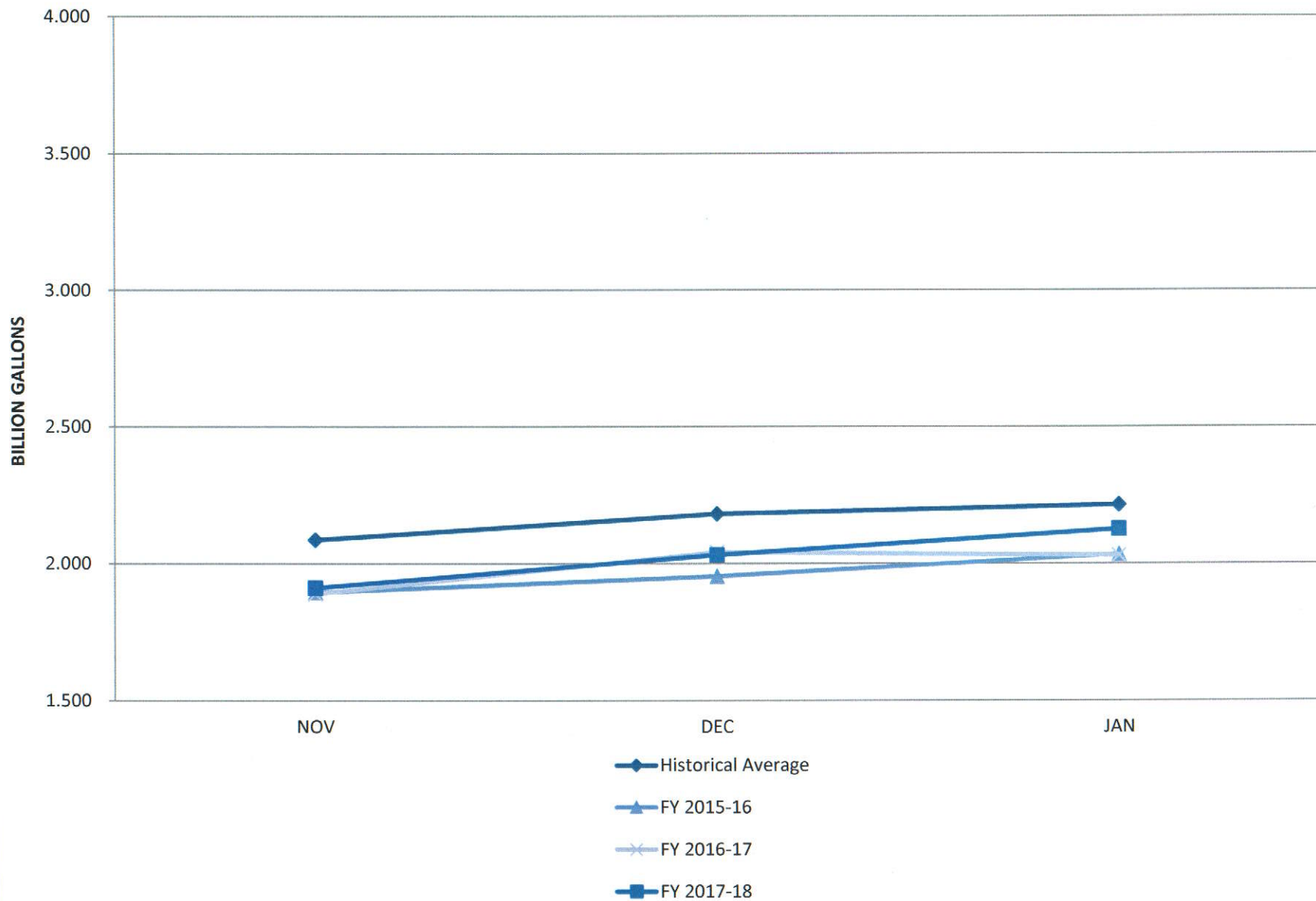
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

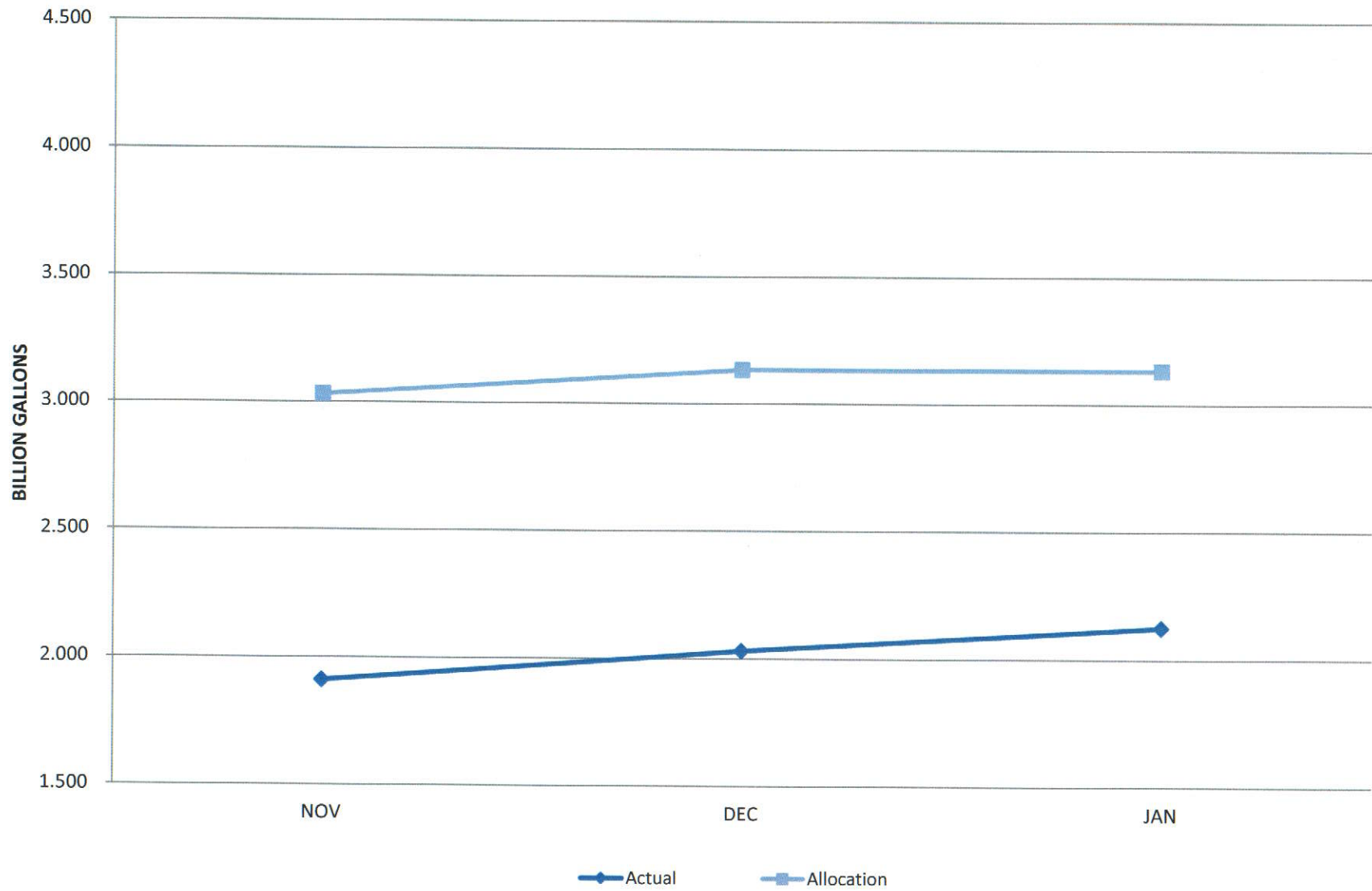
YTD

Jan-17	20,287,758,000	20,954,361,300	96.82%	97,381,238	79,898,980				\$4.80	\$3.813
Jan-18	20,771,050,000	21,483,357,769	96.68%	101,362,724	83,265,427				\$4.88	\$3.876
	483,292,000	528,996,469		\$3,981,486	\$3,366,447					
	2.4%	2.5%		4.1%	4.2%					
Month										
Jan-17	2,029,392,000	2,086,470,244	97.26%	9,741,082	7,955,711				\$4.80	\$3.813
Jan-18	2,125,171,000	2,190,683,966	97.01%	10,370,834	8,506,426				\$4.88	\$3.883
	95,779,000	104,213,722		\$629,753	\$550,715					
	4.7%	5.0%		6.5%	6.9%					
Jan>Dec	94,188,000	93,088,045		459,637	361,461					

DU PAGE WATER COMMISSION SALES FY 2017-18, 2016-17 & 2015-16 VS. HISTORICAL AVERAGE




DU PAGE WATER COMMISSION SALES FY 2017-18 VS. ALLOCATION



Date: January 25, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the February 15, 2018 DuPage Water Commission Meeting Resolution No. R-4-18	APPROVAL	
Account No(s): Task Order No. 8 -- 01-60-722100 (Estimated at \$4,950.00)			
<p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-4-18 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 8: Hydraulic Modeling of Proposed DWC Pump # 10</p> <p>The DuPage Water Commission is adding a 10th pump to their main pumping station in Elmhurst, Illinois. However, the proposed pump needs to be sized.</p> <p>Therefore, the 10th pump will be added to the existing hydraulic model. The model will include all existing DWC customers, as well as the following new/potential customers:</p> <ol style="list-style-type: none">1. Village of Bartlett2. Village of Oswego3. United City of Yorkville <p>One model simulation run will be performed under 2050 maximum day demand conditions, which is estimated to be 185 MGD.</p> <p>A Written report will be provided with a summary of the modeling analysis and the recommended pump size.</p>			
MOTION: To adopt Resolution No. R-4-18			

Date: January 25, 2018

DuPAGE WATER COMMISSION

RESOLUTION NO. R-4-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. AT THE FEBRUARY 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 entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

Resolution No. R-4-18

SECTION TWO: The Task Orders attached hereto 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 and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task 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 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

EXHIBIT 1

TASK ORDER NO. 8

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:**

Hydraulic Modeling of Proposed DWC Pump #10

2. **Services of Consultant:**

The DuPage Water Commission is adding a 10th pump to their main pumping station in Elmhurst, Illinois. However, the proposed pump needs to be sized.

Therefore, the 10th pump will be added to the existing hydraulic model. The model will include all existing DWC customers, as well as the following new/potential customers:

1. Village of Bartlett
2. Village of Oswego
3. United City of Yorkville

One model simulation run will be performed under 2050 maximum day demand conditions, which is estimated to be 185 MGD.

A letter report will be provided with a summary of the modeling analysis and the recommended pump size.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

4. **Commencement Date:**

As soon as notice to proceed is issued

5. **Completion Date:**

4 Weeks from Notice to Proceed.

6. **Submittal Schedule:**

None.

7. **Key Project Personnel:**

Michael Winegard, P.E.

Paul St. Aubyn, P.E.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$4,950.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2018.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Consultant
By: _____

Name: Michael H. Winegard

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601

E-mail Address: mike.winegard@aecom.com

Phone: (312) 373-6631



**ATTACHMENT A-1 TO TASK 8
CONTRACT PRICE SCHEDULE**

**DUPAGE WATER COMMISSION
ESTIMATED NOT-TO-EXCEED FEE
HYDRAULIC MODELING OF PROPOSED DWC PUMP #10
PREPARED BY: AECOM TECHNICAL SERVICES, INC.
JANUARY, 2018**

Description	Proj. Mgr.	Proj. Eng.	Eng.			Total Hrs	Total Costs
Billing Rate	\$305	\$150	\$110				
Hydraulic Model		4	8			12	\$1,480
Letter Report	4	8	8			20	\$3,300
					TOTAL	32	\$4,780
Other Direct Costs							
Printing, Mail							\$170
Total Estimated Engineering Fee							\$4,950

DATE: January 25, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Authorizing the Execution of a Contract Extension for Electrical Supply Resolution No. R-5-18	APPROVAL	 
Account Number: 01-60-661201			
The Commission's current electric power supply agreement expires April 02, 2018.			
The Commission directed SPI Energy Group (SPI), its electric supply consultant to investigate possible cost saving by entering into a contract extension with Constellation New Energy. After closely following the market it was determined this was an opportune time to lock in a two-year extension which includes a total electrical cost of 3.268 cents per kWh and terminate on April 2, 2020. Over the term of this agreement the Commission can expect to see an estimated saving of \$100,000 per year from the prior agreement.			
Resolution No. R-5-18 would approve the form of a two-year contract extension between the Commission and Constellation New Energy.			
MOTION: To approve Resolution No. R-5-18.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-5-18

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A NEW ELECTRICAL SUPPLY AGREEMENT EXTENSION

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 current electric power supply agreement expires on April 3, 2018; and

WHEREAS, the Commission consultant tracked the electrical market it was determined that the most favorable pricing would be through a two-year extension of the current contract with Constellation New Energy;

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: The General Manager of the DuPage Water Commission shall be and hereby is authorized to extend the current electrical supply pricing agreement with Constellation New Energy for a two-year term ending on April 3, 2020.

SECTION THREE: The extension of the electrical supply pricing agreement between the Commission and Constellation New Energy shall be in the form of the

Resolution No. R-5-18

energy supplier's standard form of agreement attached hereto and by this reference incorporated herein and made a part hereof as Group Exhibit A.

SECTION FOUR: 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

Board/Resolutions/R-5-18 .doc

GROUP EXHIBIT A



Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc. Electricity Supply Agreement – Fixed Price Solutions

DUPAGE WATER COMMISSION ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Table with 2 columns: Item Name and Status. Items include Energy Costs (Fixed), Ancillary Services And Other ISO Costs (Fixed), Auction Revenue Rights Credits (Fixed), Capacity Costs (Passed Through), Transmission Costs (Fixed), Transmission Loss Credits (Fixed), Line Loss Costs (Fixed), FERC Order 745 Costs (Fixed), and Balancing Congestion Costs (Fixed).

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs to be collected by Seller (50% commencing June 1, 2017, 25% commencing June 1, 2018, and 0% commencing June 1, 2019, to the extent such years overlap with the term of this Agreement). The Future Energy Jobs Bill (Illinois Public Act 099-0906) ordered the UDC, effective June 1, 2017, to begin collecting the remaining portions of the Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices.

Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

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Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: Seller Consolidated Billing. All amounts charged are due in full within forty (40) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 646-779-2953, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 646-779-2953. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: DuPage Water Commission

Signature: David T Donat 2018-01-22
David T. Donat 16:45-05:00

Printed Name: Vice President
Title:

Address: 1221 Lamar St Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: 888-829-8738
Phone: 646-779-2953

Signature: John Spatz

Printed Name: JOHN SPATZ
Title: GENERAL MANAGER
Date: 1-22-18

Address: 600 E BUTTERFIELD RD
ELMHURST, IL 60126-4642

Fax:
Phone:
Email:

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Sales Rep: Patrick A Livernois G198126.1074.0 Printed: 1/22/2018

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to

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us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
 - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism, declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events

shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this

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Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests",

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ACCOUNT SCHEDULE:

For: DuPage Water Commission

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on January 22, 2018

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.


No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	2937170004	600 Butterfield Rd, Elmhurst, IL 601264642	04/03/18	04/02/20	\$0.03268

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Strand Associates at the February 15, 2018 DuPage Water Commission Meeting</p> <p>Resolution No. R-7-18</p>	<p>APPROVAL</p> 	
<p>Account No(s): Task Order No. 2 -- 01-60-628000 (Not to Exceed \$7,000.00)</p> <p>The Commission entered into a Master Contract with Strand Associates, dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-7-18 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 8: Assistance with development of a Request for Proposal (RFP) for the Design, Bidding-Related, and Construction-Related services for the Commission's SCADA System Replacement, Backhaul System, and Security Related Upgrades.</p> <p>The Commission is replacing it's SCADA System, Backhaul System, and incorporating Security Related Upgrades. The complex and unique nature of the project, coupled with the possibility for significant variability in the responses if clear and specific scope is not defined, has led the Owner to seek assistance in preparing the scope for the RFP.</p> <p>Therefore, the Consultant will:</p> <ul style="list-style-type: none"> • Develop general background criteria of the current SCADA system, • Meet with Owner to discuss the desired aspects of the new SCADA system, • Prepare the RFP scope of services to perform planning, obtain Owner input, and prepare planning reports for the SCADA design, • Prepare the RFP scope of services to develop Bidding Documents associated with the Owners direction resulting from review of the planning documents, • Provide a draft RFP for the Owners review and comment • Finalize the RFP and submit electronically to the Owner. <p>MOTION: To adopt Resolution No. R-7-18</p>			

Date: February 2, 2018

DuPAGE WATER COMMISSION

RESOLUTION NO. R-7-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH STRAND ASSOCIATES AT THE FEBRUARY 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 entered into a contract with Strand Associates (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The Task Orders attached hereto 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 and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task 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 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

EXHIBIT 1

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated July 31, 2013, Owner and Consultant agree as follows:

1. **Project:**

Assistance with development of a Request for Proposal (RFP) for the Design, Bidding-Related, and Construction-Related services for SCADA System Replacement.

2. **Services of Consultant:**

The Owner is rehabilitating and updating the SCADA system. The complex and unique nature of the project, coupled with the possibility for significant variability in the responses if clear and specific scope is not defined, has led the Owner to seek assistance in preparing the scope for the RFP.

Therefore, the Consultant will:

- Develop general background criteria of the current SCADA system,
- Meet with Owner to discuss the desired aspects of the new SCADA system,
- Prepare the RFP scope of services to perform planning, obtain Owner input, and prepare planning reports for the SCADA design,
- Prepare the RFP scope of services to develop Bidding Documents associated with the Owners direction resulting from review of the planning documents,
- Provide a draft RFP for the Owners review and comment
- Finalize the RFP and submit electronically to the Owner.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

4. **Commencement Date:**

As soon as notice to proceed is issued

5. **Completion Date:**

Draft RFP submitted within 4 Weeks from Notice to Proceed. Final RFP submitted within 2 weeks from receipt of Owner comments on the draft RFP.

6. **Submittal Schedule:**

None.

7. **Key Project Personnel:**

Chris J. Ulm, P.E.

Brent M. Studnicka, P.E.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$6,300.00. The contract price may be adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2018.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Consultant
By: _____

Name: Matthew S. Richards

Title: Corporate Secretary

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Chris J. Ulm, P.E.

Title: Senior Associate

Address: 1170 S. Houbolt Road, Joliet, IL 60431

E-mail Address: chris.ulm@strand.com

Phone: (815) 744-4200




**ATTACHMENT A-1 TO TASK 2
CONTRACT PRICE SCHEDULE**

**DUPAGE WATER COMMISSION
ESTIMATED NOT-TO-EXCEED FEE
PREPARATION OF RFP FOR SCADA SYSTEM UPGRADE
PREPARED BY: STRAND ASSOCIATES, INC. FEBRUARY 2018**

Description	Proj. Mgr.	Proj. Eng.	Admin			Total Hrs	Total Costs
Billing Rate	\$206	\$191	\$91				
RFP Preparation	6	20	8			34	5784
	1236	3820	728				
					TOTAL		5784
Other Direct Costs							525
Printing, Mail, Computer							
Total Estimated Engineering Fee							6309

DATE: February 6, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Instrumentation / Remote Facilities
ITEM To Authorize Approval of Requisition No. 51583 to Morrow Brothers Ford for The Purchase of One Ford F-150 XL Super Cab Pickup Truck in The Amount of \$28,310.00	APPROVAL   
<p>Account No. 01-60-686000 (\$28,310.00)</p> <p>The FY2017/2018 Annual Budget includes an amount of \$35,000.00 for the purchase of one Ford F-150 XL Super Cab Pickup Truck. This vehicle is intended to replace the oldest service truck in the department, a 2004 Ford F350 that the Field Coordinator / Meter Technician uses. The F-150 is better suited for that position. The 2004 Ford F350 is still in decent condition and will be maintained as an extra vehicle for when a team of field technicians need to work independently or when a vehicle is in for repair.</p> <p>Through the Illinois Department of Central Management Services – Joint Purchasing Program Morrow Brothers Ford can provide a 2018 Ford F-150 XL Super Cab Pickup Truck under the Illinois State Contract # 4018488 at a cost less than local Ford Dealers can provide.</p>	
MOTION: To authorize approval of requisition No. 51583 in the amount of \$28,310.00 to Morrow Brothers Ford.	



Purchase Requisition

Purchase Requisition 51583 [2018 Ford F150 XL Super Cab, 4x4, 8' Bed Pickup Truck for IRF] **Requisition Date** 02/05/2018
Date Approved
Status ARR [Accounting Review]
For Store DPS [DuPage Pumping Station]
Originator 401-0027 [JOHN SCHORI]

Parts

Line	Part	Due date	Quantity Assigned Qty	UOM	Condition	Unit Price	Total
1	N17015 2018 Ford F150 XL Super Cab, 4x4, 8' Bed Pickup Truck for IRF	02/05/2018	1 0	EA		28,310.00	28,310.00 USD

From Supplier MORROWBROTHERS [Morrow Brothers Ford]
Work Order - Activity
RFQ
Quotation
Quotation Line
Manufacturer
Manufacturer Part No.

Comments

Total 28,310.00 USD

Approver

Comments

Date

Requisition Comments

JOHN [02/05/2018 07:56]:

New vehicle for Meter Shop use. 2004 F350 is still in decent condition to be saved as an extra vehicle for use Budgeted line item. State of Illinois purchasing contract #4018488

A recommendation to approve this requisition will be brought before the Board at the February 2018 Commission meeting as an RFBA agenda item.