



AGENDA – Engineering and Construction Committee

Thursday, March 21, 2024 6:00 PM

Committee Members

J. Fennell, Chair
D. Bouckaert
D. Novotny
F. Saverino
J. Zay

- I. Roll Call
- II. Approval of the February 15, 2024, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the February 15, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-23-24:** A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Water Quality Analyzers and Services from a Sole Source Manufacturer (**Hach Chemical Company – Not-to-Exceed \$115,000**)
- V. **Resolution R-24-24:** A Resolution Suspending the Purchasing Procedures and Authorizing the General Manager to Purchase PCCP Adapters from a Sole Source Manufacturer (**Thompson Pipe Co. – Not-to-Exceed \$175,000**)
- VI. **Resolution R-25-24:** A Resolution Approving and Ratifying Certain Change Orders for the DPPS Emergency Generation System Modifications (Contract PSD-10/22) (**Increase in Contract Price by \$33,213.46 – Revised Contract Price \$4,212,040.29 for a 1.519% net increase**)
- VII. **Resolution R-26-24:** A Resolution Approving Hydro-Vacuum Cleaning Services (**Badger Infrastructure Solutions – Not-To-Exceed \$30,000**)
- VIII. **Resolution R-27-24:** A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) (**Boller/Concentric – a decrease in the net contract price by \$324,105.33, revising the contract price from \$15,870,704.16 to \$15,546,598.83 for a 2.04% net total decrease**)

- IX. **Resolution R-29-24:** A Resolution Approving a First Amendment to Task Order No. 09 under a Master Contract with DeLasCasas CP, LLC (**Additional Cost of \$30,000 – Revised Total Cost of \$73,000**)

- X. **Resolution R-31-24:** A Resolution Approving a Phase II Engineering Contract for the WaterLink Pipeline Project (**LAN and Associates - \$19,956,942 – Funds Deposited into Escrow Account by the WaterLink Communities**)

RECOMMENDED MOTION: To recommend approval of Items 2 through 8 of the under the Engineering and Construction Committee Report section of the Commission meeting agenda.

- XI. Other
- XII. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

February 15, 2024

Chairman Fennell called the meeting to order at 5:45 P.M.

Committee members in attendance: D. Bouckaert, J. Fennell, D. Novotny, and F. Saverino

Committee members absent: J. Zay

Also in attendance: C. Bostick, D. Cuvalo, J. Haney, J. Loster, D. Panaszek and M. Weed

Commissioner Bouckaert moved to approve the Minutes of the January 18, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Due to time constraints, Manager of Water Operations Bostick provided a brief synopsis of the ongoing Operations and Maintenance activities as listed in the Report of Status of Operations and Board Action Items and Engineering Manager Loster provided reports on Status of Construction and Capital Engineering and Improvement Projects.

Regarding R-18-24, Manager of Water Operations Bostick advised the Committee that this action is seeking the award of Quick Response Electrical Contract QRE-10/24 to Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. to provide labor, material, and equipment for work that the Commission is unable to perform through its own personnel and with its own equipment, for a 2-year period through February 2026. Manager of Water Operations Bostick informed the Committee the proposal of Homestead Electrical Contracting, LLC had an error in their annual reimbursement costs for bonds and insurance and the proposal was subsequently amended to the satisfaction of the Commission.

Regarding R-12-24, Manager of Water Operations Bostick advised the Committee that this action is seeking approval of the purchase of steel pipe and butt straps from American Spiral Weld Pipe at a cost not to exceed \$50,000. Manager of Water Operations Bostick advised the Committee that the purpose of the purchase is to replenish an inventory of pipes and butt straps for emergency repair work as it arises.

Regarding R-13-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve and ratify an Amendment to Work Authorization Order No. 019 to Quick Response Contractor, Rossi Contractors, Inc. to extend the original scope of work due to conditions found during the repair process.

Regarding R-14-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve and ratify an Amendment to Work Authorization Order No. 020 to Quick Response Contractor, Rossi Contractors, Inc. to extend the original scope of work due to

deteriorated conditions found during the excavation on certain vault structures within roadways which required additional repair activities.

Regarding R-19-24, Manager of Water Operations Bostick reported that R-19-24 appears on the agenda seeking approval of the 1st Amendment to Task Order No. 03 with Carollo Engineers to refine the report including revisions to downsize facility designs and identify associated impacts since the Northwest Water Commission has determined it's not in their best financial interest to pursue an alternative water source project with the DuPage Water Commission at this time.

Engineering Manager Loster reported on the progress of the Emergency Generation System Modifications Project (PSD-10/22) and stated that work is ongoing. He indicated that the building envelope is nearly completed, and the generator has been modified as necessary and was recently returned to the site and re-installed in the new building addition.

Engineering Manager Loster also reported that there is ongoing work related to cathodic protection improvements, with design work having recently been completed for locations on the West Transmission Main and the Inner Belt Transmission Main and associated construction pricing being recently solicited. He explained that allocated funds will only allow for construction of one of these projects within the current fiscal year, which has been identified as the Inner Belt Transmission Main and resolution R-15-24 which appears on the agenda, and seeks to award a Work Authorization Order to Rossi Contractors, Inc. for this construction work.

Regarding R-21-24, Engineering Manager Loster reported that R-21-24 appears on the agenda to seek approval for the General Manager to purchase anodes and other related items for the same cathodic protection work on the Inner Belt Transmission Main. He explained that by purchasing these materials separately and storing them on the DuPage Water Commission Pumping Station Campus, the Commission will reduce costs by avoiding the overhead fees typically charged by contractors.

Engineering Manager Loster also introduced Resolution R-20-24 which appears on the agenda, to seek approval of the 1st Amendment to Task Order No. 18 with AECOM Technical Services, Inc. for design and bidding services associated with an additional connection point for the Village of Lombard. He explained that a task order for this work was originally approved in 2021, however, the project was postponed when the adjacent development stalled and that recently the Village of Lombard reached out to Commission Staff seeking to continue with the engineering effort. Engineering Manager Loster further explained that due to schedule delays as well as some additional hydraulic modeling that is required, an amendment to the original task order is required. This cost will be paid through an escrow funded by the Village of Lombard.

Engineering Manager Loster provided a WaterLink update, reminding the Commission that the phase I effort is coming to a close and that they should all have received a copy of the Project Development Report (PDR) via email, as did the three WaterLink Community Administrators. He explained that the rest of the Board would receive a copy of the PDR in advance of the next meeting. Engineering Manager Loster also indicated that a Phase II proposal has been requested from the Phase I engineering team and is expected to be brought to the Board for approval in March and that in the meantime, Commission staff continues to work with the engineering team to identify and work

through critical path items such as coordination with Commonwealth Edison and the DuPage County Forest Preserve.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Saverino moved to recommend approval of items 2 through 9 of the Engineering and Construction Committee portion of the Commission Agenda (Items IV through XI on the Engineering and Construction Committee Agenda). Seconded by Commissioner Bouckaert and unanimously approved by a Voice Vote.

Chairman Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Saverino moved to adjourn the meeting at 5:57 P.M. Seconded by Commissioner Bouckaert and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2024/ENG240215.doc



MEMORANDUM

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations
Jeff Loster – Manager of Engineering

Mike Weed – Operations & Instrumentation Supervisor
Dariusz Panaszek – Pipeline & Remote Facilities Supervisor
Jessica Haney – Project Engineer
Denis Cuvalo – SCADA and Information Technology Supervisor

Date: 3/14/2024

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for February 2024 were a total of 1.94 billion gallons. This represents an average daily demand of 66.9 million gallons per day (MGD), which is higher than the February 2023 average day demand of 66 MGD. The maximum day demand was 71.0 MGD recorded on February 1, 2024, which is higher than the February 2023 maximum day demand of 69.5 MGD. The minimum day flow was 61.3 MGD.

The recorded total precipitation for February 2024 was .65 inches compared to 3.83 inches for February 2023. The level of Lake Michigan for February 2024 is 578.74 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.77 (Feet IGLD 1985) for February 2023.

Operations & Instrumentation Maintenance and Construction Overview

The modernization upgrade of the DuPage Pump Station's single-car elevator is complete. The elevator inspector is scheduled to perform the final inspection on March 20th.

High Lift Pump #9 is under repair and tentatively scheduled to be completed by the end of April. Installation and start-up are tentatively scheduled for May.

Resolution R-23-24 appears on the agenda to authorize the General Manager to purchase Water Quality Analyzers and Panels from a sole source provider, Hach Chemical Company, at a cost not to exceed \$115,000. The purpose of the purchase is to replace the existing analyzers and panels which have reached the end of their useful life and have become obsolete.

Assistance to NSMJAWA

NSMJAWA (Northwest Suburban Municipal Joint Action Water Agency) has indicated they may have a leak. To date, the extent of the leak remains undetermined, however in order to perform eventual repairs, it may be requested that several Commission customers which have existing emergency interconnects with NSMJAWA customers operate the interconnects to back-feed the NSMJAWA customers. DWC continues engaging in conversations between NSMJAWA directly, as well as NSMJAWA customers and Commission Customers to ascertain what assistance the Commission may be able to lend without impacting service to the DuPage Water Commission system as a whole.

Alternate Water Source Study

Carollo Engineers are in process of refining their Alternative Water Supply Source report including revisions to the scale of the facility designs and identification of associated impacts. The revised report is expected at the end of March.

Pipeline & Remote Facilities Maintenance Overview

Pipeline staff is replacing emergency lighting and exit lighting fixtures at Remote Facilities, inspecting Corrosion Protection Test Stations, and performing maintenance and corrective work.

Pipeline staff is performing an annual valve exercising program.

Pipeline staff continues monitoring I-294 (NB) Tollway construction work in the vicinity of the Commission's 72-inch water main.

Resolution R-24-24 appears on the agenda to authorize the General Manager to purchase PCCP adapters from sole source provider, Thompson Pipe Co., at a cost not to exceed \$175,000. The purpose of the purchase is to maintain an adequate inventory of repair materials.

Resolution R-26-24 appears on the agenda to authorize the General Manager to purchase hydro-vacuum cleaning services from Badger Infrastructure Solutions at a cost not to exceed \$30,000. The purpose of the purchase is to maintain the interiors of various Air Release Valve Vaults.

Staff are developing a scope of work and will present a request for proposals to the Commission's Quick Response Contractors to perform an exploratory excavation on the East Discharge Main of the DuPage Pump Station. Staff are proposing to undertake this task due to the corroded conditions found on the West Discharge Main in 2023.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. Resolution R-27-24 appears on the agenda as Change Order No. 04 for necessary modifications to the Work at a net cost

reduction of \$324,105.33, revising the total Contract Price to \$15,546,598.83, resulting in a net decrease of the Contract Value by 2.04%. The Factory Acceptance Test (FAT) has been completed and Concentric has begun mobilization to install the network equipment for the new SCADA system for the DWC campus. The SCADA network equipment installation, configuration, and testing is anticipated to take the rest of March and will then transition into the completion of the AV system and the initiation of the control panel replacements. The DWC campus control panel replacement is anticipated to continue into May, and upon completion will transition to the replacement of remote site control panels starting with Lexington. The project is progressing under budget and on schedule.

Engineering & Capital Improvement Program Overview

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) project is ongoing. Resolution R-25-24 appears on the agenda seeking approval of Change Order No. 05 for necessary modifications to the Work at a net cost increase of \$33,213.46, revising the total Contract Price to \$4,212,040.29 for a 1.519% net increase. The generator control, interior life safety systems, HVAC, and electrical work continue to progress. The contractor is scheduled to begin installing the new fuel monitoring control panel in late March, and overall completion of the project is currently scheduled for June 2024.

Resolution R-29-24 appears on the agenda to approve an amendment to Task Order No. 09 with DelasCasas CP, LLC. for design services associated with replacement of galvanic anode beds for rectifiers on the South and Outer Belt Transmission main, which will increase the total cost of work by \$30,000, from \$43,000 to \$73,000.

WaterLink Communities (Montgomery/Oswego/Yorkville)

A proposal for Phase II engineering has been submitted by the engineering consultant LAN and Associates (LAN) and has been placed on the agenda for Board approval under resolution R-31-24. A meeting was held on March 5th with the WaterLink Communities to discuss, in part, the Phase II proposal and all parties indicated that they were comfortable moving forward with this effort and would be bringing the item to their respective Boards for approval as soon as possible. A separate resolution, (R-30-24) has been placed on the Administration Committee agenda to approve an Intergovernmental Agreement (IGA) between the three WaterLink Communities and the Commission for the proposed Phase II work.

Phase I engineering on the WaterLink Project has largely been completed. The resulting Project Development Report (PDR) that was shared with the Engineering and Construction Committee in February and will be provided to the remainder of the Board for review ahead of the March 21st Board meeting.

Commission staff continues to work with the LAN team in reviewing and advancing critical path items, including working with ComEd to secure easement rights through their right-of-way for nearly 11 miles of pipeline as well as with the DuPage County Forest Preserve at

Springbrook Prairie in Naperville. These efforts, if successful, will lead to significant reductions in projects costs, construction duration, and disturbance to the public.

March 2024 Commission Agenda Items:

Resolution R-23-24: A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Water Quality Analyzers and Services from a Sole Source Manufacturer (**Hach Chemical Company – Not-to-Exceed \$115,000**)

Resolution R-24-24: A Resolution Suspending the Purchasing Procedures and Authorizing the General Manager to Purchase PCCP Adapters from a Sole Source Manufacturer (**Thompson Pipe Co. – Not-to-Exceed \$175,000.00**)

Resolution R-25-24: A Resolution Approving and Ratifying Certain Change Orders for the DPPS Emergency Generation System Modifications (Contract PSD-10/22) (**Increase in Contract Price by \$33,213.46 – Revised Contract Price \$4,212,040.29**)

Resolution R-26-24: A Resolution Approving Hydro-Vacuum Cleaning Services (**Badger Infrastructure Solutions – Not-To-Exceed \$30,000**)

Resolution R-27-24: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) (**Boller/Concentric – Cost Reduction of \$324,105.33 – Revised Contract Price \$15,546,598.83**)

Resolution R-29-24: A Resolution Approving a First Amendment to Task Order No. 09 under a Master Contract with DeLasCasas CP, LLC (**Additional Cost of \$30,000 – Revised Total Cost of \$73,000**)

R-31-24: A Resolution Approving a Phase II Engineering Contract for the WaterLink Pipeline Project (**LAN and Associates - \$19,956,942 – Funds Deposited into Escrow Account by the WaterLink Communities**)

Attachments

1. DuPage Laboratory Bench Sheets for February 2024
2. Water Sales Analysis 01-May-2020 to 29-February-2024
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink Status Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 29-Feb-24

PER DAY AVERAGE 77,976,505

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-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
TOTALS (1)	906,632,823,798	932,784,309,431	97.20%	\$2,266,373,646.91	\$2,002,102,720.90	870,741,805	0.09%	97.29%	\$2.50	\$2.146

(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

Feb-23	22,861,835,000	23,522,929,908	97.19%	118,424,305	101,183,193				\$5.18	\$4.301
Feb-24	23,002,376,000	23,622,433,441	97.38%	123,982,807	106,670,984				\$5.39	\$4.516
	140,541,000	99,503,533		\$5,558,501	\$5,487,790					
	0.6%	0.4%		4.7%	5.4%					
Month										
Feb-23	1,835,597,000	1,883,158,917	97.47%	9,508,392	8,139,013				\$5.18	\$4.322
Feb-24	1,868,175,000	1,916,869,806	97.46%	10,069,463	8,700,672				\$5.39	\$4.539
	32,578,000	33,710,889		\$561,071	\$561,659					
	1.8%	1.8%		5.9%	6.9%					
Feb>Jan	(190,215,000)	(214,575,369)		(1,025,259)	(973,992)					

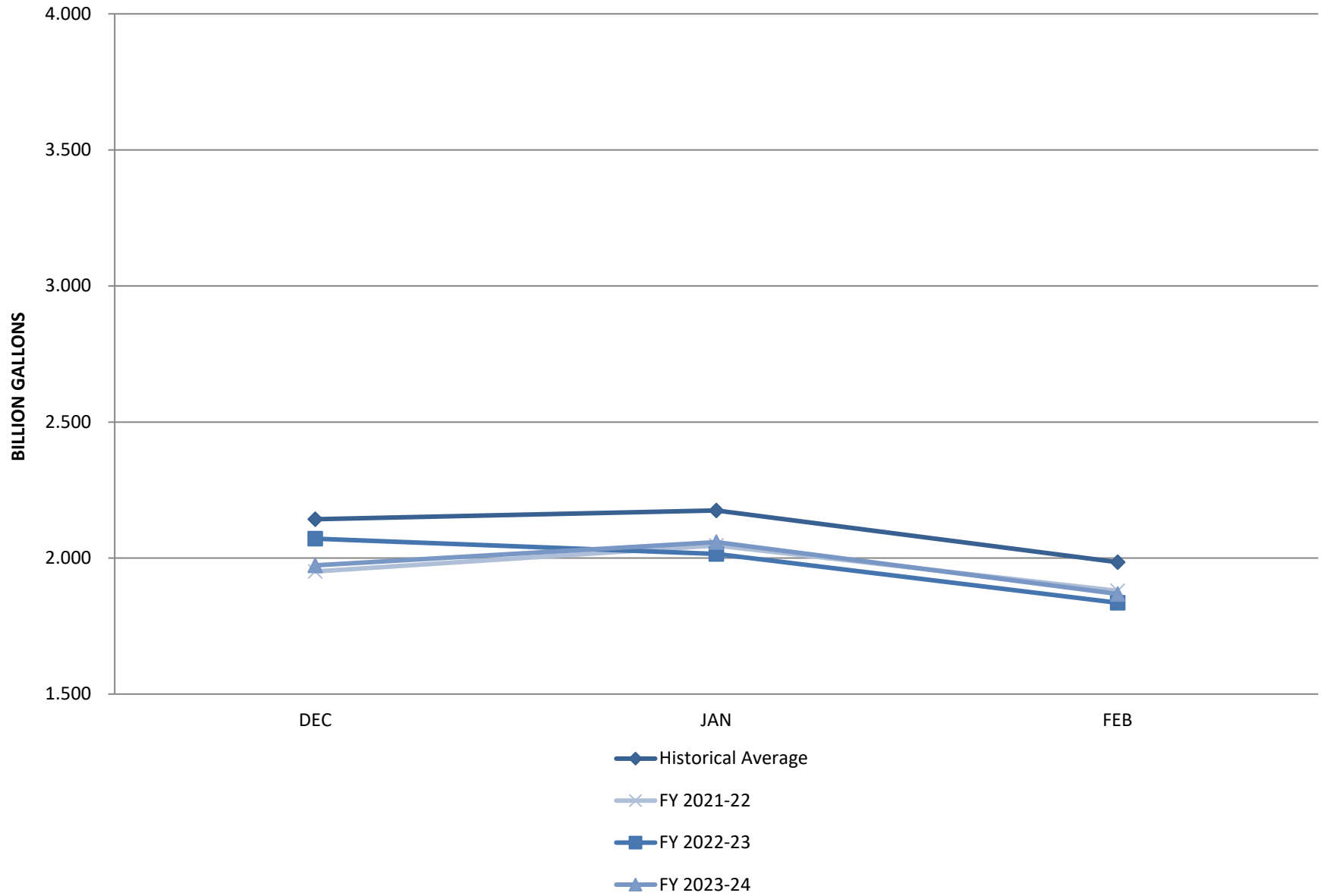
DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
FEBRUARY 2024

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.33	0.08	0.59	1.37	0.09	46	7.6	0.8	0.59	0	KD
2	1.31	0.09	0.57	1.33	0.08	46	7.5	0.8	0.54	0	KD
3	1.37	0.06	0.57	1.41	0.08	46	7.6	0.8	0.60	0	RC
4	1.48	0.07	0.61	1.32	0.07	49	7.7	1.0	0.57	0	RC
5	1.47	0.07	0.58	1.37	0.08	48	7.5	0.9	0.60	0	KD
6	1.41	0.07	0.56	1.37	0.09	46	7.5	0.9	0.60	0	KD
7	1.41	0.06	0.63	1.35	0.07	48	7.6	0.9	0.53	0	RC
8	1.45	0.07	0.55	1.35	0.07	49	7.7	0.9	0.51	0	RC
9	1.48	0.06	0.60	1.33	0.07	50	7.6	0.9	0.59	0	RC
10	1.46	0.08	0.63	1.35	0.07	50	7.5	0.9	0.56	0	AM
11	1.43	0.09	0.62	1.37	0.09	49	7.5	0.9	0.57	0	AM
12	1.39	0.07	0.60	1.36	0.07	50	7.5	1.0	0.52	0	RC
13	1.41	0.08	0.63	1.36	0.08	51	7.6	0.9	0.57	0	RC
14	1.43	0.08	0.63	1.38	0.10	50	7.5	0.9	0.58	0	AM
15	1.40	0.09	0.58	1.35	0.10	50	7.5	0.9	0.56	0	AM
16	1.39	0.10	0.59	1.32	0.10	49	7.6	1.0	0.56	0	AM
17	1.42	0.09	0.60	1.37	0.10	49	7.5	1.0	0.58	0	JS
18	1.38	0.10	0.61	1.39	0.10	49	7.6	0.9	0.60	0	JS
19	1.36	0.10	0.60	1.37	0.11	48	7.5	0.9	0.61	0	AM
20	1.35	0.10	0.59	1.41	0.11	48	7.5	0.9	0.58	0	AM
21	1.39	0.10	0.61	1.40	0.10	49	7.5	0.9	0.60	0	JS
22	1.44	0.09	0.60	1.46	0.09	51	7.6	0.9	0.60	0	JS
23	1.40	0.10	0.60	1.40	0.10	51	7.5	0.9	0.61	0	JS
24	1.42	0.10	0.62	1.37	0.11	50	7.6	0.9	0.62	0	AM
25	1.41	0.10	0.59	1.38	0.10	49	7.5	0.9	0.61	0	AM
26	1.35	0.10	0.60	1.39	0.09	50	7.6	0.9	0.60	0	JS
27	1.37	0.10	0.61	1.39	0.09	51	7.6	0.9	0.60	0	JS
28	1.39	0.11	0.59	1.38	0.10	50	7.5	1.0	0.61	0	AM
29	1.43	0.10	0.63	1.36	0.10	49	7.5	1.0	0.58	0	AM
30											
31											

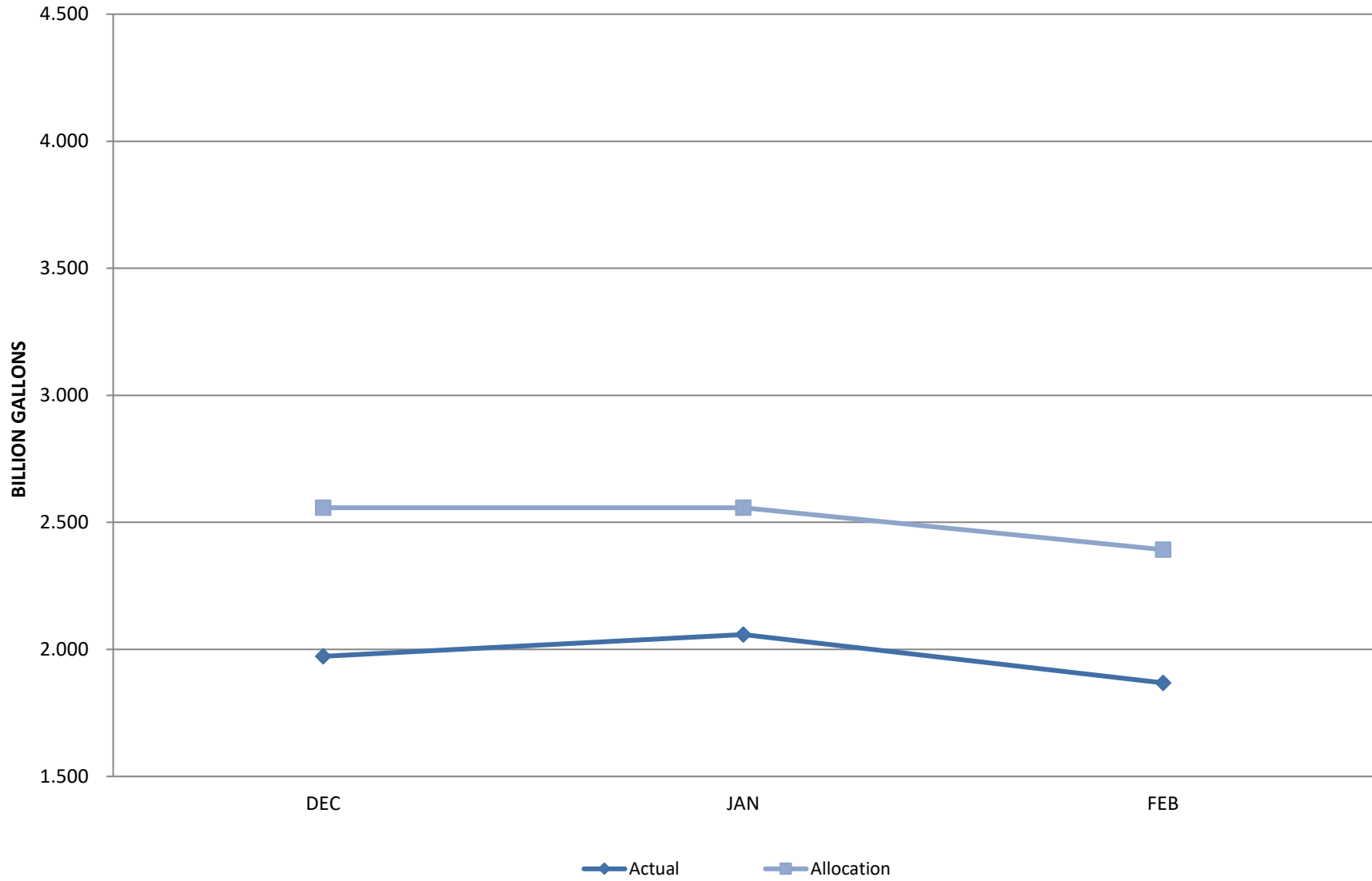
AVG.	1.40	0.09	0.60	1.37	0.09	49	7.6	0.9	0.58	0
MAX.	1.48	0.11	0.63	1.46	0.11	51	7.7	1.0	0.62	0
MIN.	1.31	0.06	0.55	1.32	0.07	46	7.5	0.8	0.51	0

Mike Weed 3/5/24
Mike Weed, Operations Supervisor Date
Illinois ROINC # 186860234

DU PAGE WATER COMMISSION SALES FY 2023-24, 2022-23 & 2021-22 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2023-24 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-000

PROJECT: DuPage Water Commission WaterLink Extension

REPORT DATE: March 13, 2024

MEETING DATE: March 21, 2024

I. Progress through March 8, 2024

- A. Field data collection and Surveying.
 - 1. Drilling of geotechnical borings ongoing at two crossings along ComEd property completed 2/8/24.
 - 2. Final cadastral surveying work ongoing.
 - 3. Processing of collected Aerial LIDAR data near completion.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Utility data requests in progress for revised Segment 3 route along IL Route 71.
- C. Revised Draft Project Development Report (PDR) was forwarded to WaterLink communities in February.
 - 1. PDR includes copies of all studies completed during Phase I, as well as route recommendations, hydraulic modeling results, preliminary pipeline plan and profile drawings, and opinions of cost.
 - 2. Comments from WaterLink received on 3/1/24.
 - 3. Review meeting and Phase II discussion with DWC, WaterLink, and Design Team held on 3/5/24.
- D. Ongoing Coordination with ComEd.
 - 1. Conceptual approval from ComEd for placing pipeline along ComEd right-of-way received on 3/11/24.
 - 2. Subsequent design reviews and coordination will be performed during Phase II design.

II. Scope Changes (to date)

- A. Extended ComEd route alternate was included in route evaluation.
 - 1. Additional geotechnical investigation for ComEd extended route across Fox River.
 - 2. Additional survey for ComEd extended route across the Fox River.
 - 3. Titles and plats for all parcels in Extended ComEd Corridor.
- B. Hydraulics workshop added in place of 75th and Book Road connection workshop.



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY





MONTHLY STATUS REPORT

- C. Segment 3 route was changed from Minkler Road to IL Route 71 per DWC based on request from Yorkville (EEI) in order to connect to a lower pressure zone in their system. Cost estimates and preliminary plan and profile drawings were prepared assuming the IL Route 71 alignment.
- D. Additional hydraulic modeling was performed per request from Yorkville and Montgomery (EEI) and direction from DWC.
 - 1. Additional modeling scenarios verified pressure and flow data if the full 2050 average day flow allocation is delivered to a single delivery point (i.e., assuming one tank offline).
 - 2. The hydraulic modeling confirmed this scenario for each WaterLink community.

III. Financials

- A. Total Phase I Contract: \$4,263,649.00 (plus in-progress field services authorized for ComEd Extended Route)
- B. Fee Expended through February 29, 2024:
 - 1. Total: \$3,377,044 (79.2%)
 - a) Basic Services: \$1,945,423 (45.6%)
 - b) Additional Services: \$1,431,622 (33.6%)

IV. Completed Workshops, Meetings and Visits (February-March)

- A. Phase II Design scope and fee review meeting with DWC –March 1, 2024.
- B. WaterLink PDR Review Workshop and Phase II Design Discussion – March 5, 2024.
- C. ComEd Monthly Coordination Meeting – March 6, 2024.

V. Upcoming Tasks & Meetings

- A. Coordination with Forest Preserve District of DuPage County and Illinois Nature Preserve for Book Rd.
- B. ComEd Monthly Coordination Meeting – April 3, 2024.
- C. Preliminary project review meeting with U.S. Army Corps of Engineers for Fox River crossing discussion.
- D. Phase II subsurface utility engineering (SUE) utility locating and potholing.
- E. Phase II topographic surveying and field data collection along final route.
- F. Phase II geotechnical field work.

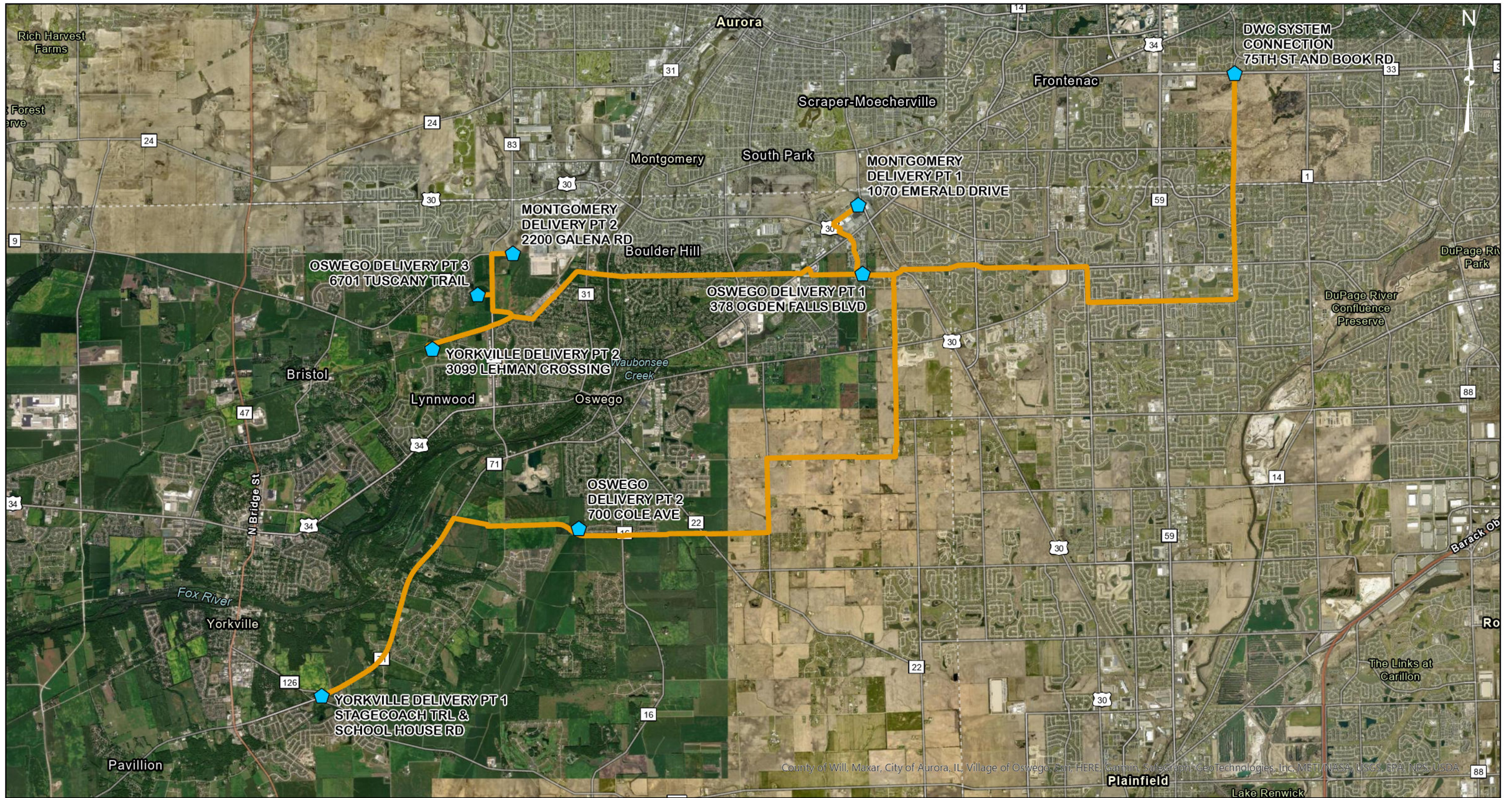




Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

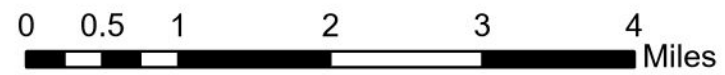


**Cash Flow/Invoicing Forecast - Phase I Services
DuPage Water Commission
WaterLink Extension
March 2024**

	Activity through June 30, 2023	Activity through July 31, 2023	Activity through September 01, 2023	Activity through September 29, 2023	Activity through October 31, 2023	Activity through November 30, 2023	Activity through December 31, 2023	Activity through January 31, 2024	Activity through February 29, 2024	Activity through February 29, 2024	Planned
Description	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	
Basic Services	\$ 95,434	\$ 160,905	\$ 251,845	\$ 196,686	\$ 302,911	\$ 310,567	\$ 381,091	\$ 151,395	\$ 94,589	\$ 300,000	
Additional Services	\$ 67,212.00	\$ 361,804	\$ 403,110	\$ 100,162	\$ 97,700	\$ 49,146	\$ 102,503	\$ 121,475	\$ 128,509	\$ 190,000	
MONTHLY TOTALS	\$ 162,646	\$ 522,709	\$ 654,956	\$ 296,848	\$ 400,611	\$ 359,713	\$ 483,593	\$ 272,870	\$ 223,098	\$ 490,000	
TOTAL PHASE I PROJECTED FEE								\$			3,867,045
TOTAL PHASE I CONTRACT								\$			4,263,649



-  SYSTEM CONNECTION POINT
-  COMED ROUTE



COMED ROUTE ALTERNATIVE OVERALL VIEW

DUPAGE WATER COMMISSION WATERLINK EXTENSION	12/14/2023	FIG. 1
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Resolution #: R-23-24

Account: 01-60-685600-NTE \$115,000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: **A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Water Quality Analyzers and Services from a Sole Source Manufacturer.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

Maintaining adequate chlorine residuals and monitoring other water quality parameters throughout the Commission's distribution system is mandated by the Illinois Environmental Protection Agency to comply with the regulations and ensure the continued supply of safe drinking water throughout the Commission's distribution system.

Since initial start-up, the Commission has employed on-line water quality analyzers and equipment manufactured by the Hach Chemical Company including but not limited to CL17 Chlorine Analyzers, Turbidity Analyzers, and pH and Temperature Sensors.

Staff recommends the purchase six (6) Hach Cl17 Chlorine Analyzers to replace units which have surpassed their useful life, and two (2) Hach Water Distribution Monitoring Panels, which will replace a Hach "Guardian Blue" monitoring system which has also surpassed the end of its useful life and has become obsolete.

Approval of this Resolution would provide for the purchase of the replacement water quality analyzers, sensors, and shipping costs not-to-exceed \$115,000.

Recommended Motion:

To Suspend Commission Purchasing Procedures and Authorize the General Manager to Purchase Water Quality Analyzers and Equipment from the Sole Source Manufacturer Hach Chemical Company in the amount not-to-exceed \$115,000.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-24

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE WATER QUALITY ANALYZERS AND
EQUIPMENT FROM A SOLE SOURCE MANUFACTURER

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 desires to purchase Water Quality Analyzers, Water Distribution Monitoring Panels and Equipment from the Hach Chemical Company; and

WHEREAS, for ease of maintenance, the commonality of parts and chemical reagents, staff wishes to directly purchase and replace six (6) Hach CL17 Chlorine Analyzers and two (2) Water Distribution Monitoring Panels;

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 is hereby authorized to purchase six (6) Hach CL17 Chlorine Analyzers, and two (2) Water Distribution Monitoring Panels, including all appurtenances from the Sole Source Manufacturer Hach Chemical Company in an amount not to exceed \$115,000.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-23-24.docx

EXHIBIT 1



Be Right™

Quotation

Quote Number: 100998259v7

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01/12/2024

Quote Expiration: 03/12/2024

DU PAGE WATER COMMISSION
600 E BUTTERFIELD RD
SVC ENTRANCE OF BUTTERFILED RD
ELMHURST, IL 60126-4642

Name: Hector Villegas Jr.
Phone: (630) 834-0100
Email: villegas@dpwc.org

Customer Account Number : 157532

Sales Contact: Trace Hudson Email: trace.hudson@hach.com Phone: 630-524-3860

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Water Panel					
1	8867200	Water Distribution Monitoring Panel, 6 Sensors, TU5300sc with ACM, CL17sc. Standard lead time 10 days.	2	27,274.00	54,548.00
2	WRTUPGCL17SC	WarrantyPlus Service Partnership provides full coverage, including parts, labor, and travel for instrument startup, one preventative maintenance visit, and on-site repairs with priority status.	2	869.00	1,738.00
3	WRTUPGTU53XX - 4 VISIT	WarrantyPlus Service Agreement includes one start-up and three preventative maintenance/calibration visits per year, all parts, labor, and travel for on-site repairs, unlimited technical support calls, and free firmware updates. Automatic Cleaning Module is not covered under this offering.	2	967.00	1,934.00
4	WRTUPGSC1000	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2	286.00	572.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
5	DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount. Standard lead time 3 days.	2	1,574.00	3,148.00
6	WRTUPGCOND	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2	243.00	486.00
7	WRTUPGGLPHORP	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2	273.00	546.00
		Shipping on orders over 10K is 1% of total, PPA			
CL17sc					
8	8572300	CL17sc Colorimetric Chlorine Analyzer with Standpipe Installation Kit, w/o Reagents. Standard lead time 3 days.	6	3,454.00	20,724.00
9	WRTUPGCL17SC	WarrantyPlus Service Partnership provides full coverage, including parts, labor, and travel for instrument startup, one preventative maintenance visit, and on-site repairs with priority status.	6	869.00	5,214.00
SC4500 Controller					
10	LXV525.99E11551	SC4500 Controller, Prognosis, 5x mA Output, 2 digital Sensors, 100-240 VAC, US plug. Standard lead time 3 days.	6	3,430.00	20,580.00
11	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	6	293.00	1,758.00
				Est Ground Freight Charges	\$ 990.00
				Grand Total	\$ 112,238.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Trace Hudson
Title: Regional Sales Manager
Phone: 630-524-3860
Email: trace.hudson@hach.com



HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 6/3/2023						Collect ⁴ Handling Fee Effective 6/3/2023
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Anatel, Orbisphere, ELE, HIAC, MetOne, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service for additional information.

Sincerely,
Hach Service



Resolution #: R-24-24

Account: 01-60-685600 \$175,000

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: **A Resolution Authorizing the General Manager to Purchase PCCP Adapters from a Sole Source Manufacturer at a Cost Not-to-Exceed \$175,000.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission maintains an inventory of spare steel pressure pipe and prestressed concrete cylinder pipe for use as replacement in the event a pipe section of PCCP (prestressed concrete cylinder pipe) water main in service has failed beyond a simple repair and requires replacement of a section of pipe. The Commission's spare pipe inventory minimum includes two (2) 22-foot sections of steel or ductile iron pipe for each pipe diameter size maintained within the Commission's distribution system that range in size from 20-inch to 90-inch in diameter. To accommodate replacement of failed PCCP with stock steel or ductile iron pipe, the Commission must utilize PCCP-to- steel or ductile iron pipe adapters of like sizes, which are often necessary to join the pipe repair segments at the break/isolation site.

The sole manufacturer of the existing installed PCCP pipe within the Commission's system does not maintain an inventory of adapters in their manufacturing facilities, and as such, staff recommends stocking an in-house inventory of adapters to avoid excessive delays to perform emergency repairs and allow the aforementioned pipe segments to be installed immediately, even when joining two disparate pipe materials.

Staff therefore recommends approval of Resolution No. R-24-24 to suspend purchasing procedures and authorize the General Manager to purchase PCCP adapters from the sole source manufacturer, Thompson Pipe Co., at not-to-exceed cost of \$175,000.

Recommended Motion:

To approve Resolution No. R-24-24.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-24-24

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE PRESTRESSED CONCRETE CYLINDER PIPE ADAPTERS FROM THOMPSON PIPE COMPANY

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposal to Furnish and Deliver PCCP (prestressed concrete cylinder pipe) Adapters; and

WHEREAS, Thompson Pipe Company is the Sole Source Provider of PCCP Adapters which are compatible with the Commission's existing water mains; and

WHEREAS, the Commission desires to purchase PCCP Adapters; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase PCCP Adapters from Thompson Pipe Company;

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 DuPage Water Commission hereby authorizes the purchase of PCCP Adapters from Thompson Pipe Company, for the price set forth in Its Proposal, but not to exceed \$175,000.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-24-24docx



1003 MacArthur Blvd
 Grand Prairie, Texas 75050
 Phone: 972-262-3600

Quote #: 221020-5439
 R1 DuPage Water
 Commission
 PCCP Adapters

DuPage Water Commission

Phone:
 Fax:
 Email:

Date: 11/2/2023
 Rep.: Veronica Ayala

Qty	Item #	Name	Price	Total
2		16" LCP Bell/Spigot x MJS Adapters	\$4,549.00	\$9,098.00
2		20" LCP Bell/Spigot x MJS Adapters	\$5,092.00	\$10,184.00
2		24" LCP Bell/Spigot x MJS Adapters	\$5,412.00	\$10,824.00
2		30" LCP Bell/Spigot x MJS Adapters	\$6,200.00	\$12,400.00
2		36" ECP Bell/Spigot x MJS Adapters	\$6,723.00	\$13,446.00
2		36" LCP Bell/Spigot x MJS Adapters	\$6,729.00	\$13,458.00
2		42" ECP Bell/Spigot x MJS Adapters	\$8,026.00	\$16,052.00
2		42" LCP Bell/Spigot x MJS Adapters	\$8,038.00	\$16,076.00
2		48" ECP Bell/Spigot x MJS Adapters	\$8,920.00	\$17,840.00
2		48" LCP Bell/Spigot x MJS Adapters	\$8,932.00	\$17,864.00
2		60" ECP Bell/Spigot x MJS Adapters	\$10,886.00	\$21,772.00
1		Grout Diapers and Laying Gaskets Included.	\$.00	\$.00
1		Freight (Estimated) PrePay & Add.	\$1,500.00	\$1,500.00
<u>Current Lead Times: 14 - 16 Weeks from approved drawings.</u>				
Sub Total				\$160,514.00
Shipping & Handling				
Taxes			0.000%	\$.00
TOTAL				\$160,514.00

***ALL QUANTITIES ARE ESTIMATED. ACTUAL QUANTITIES
 WILL BE INVOICED AT QUOTED RATE. STAND-BY TIME
 WILL BE APPLIED.

Thank you for your business.

Quote # _____
Today's Date: _____



THOMPSON PIPE GROUP CUSTOMER INFORMATION SHEET

The following information is required prior to scheduling and ordering material.

- Public Work
- Private Work

PO #: _____

Name and Location of Job - Address, Zip and County

Tax Exempt:

Yes No

Certificate Attached:

Yes No

Sales Representative:

Owner Name and Address: *(If Applicable)*

Phone: _____

Contact: _____

*Job Site Contact: _____

Cell: _____

General Contractor Name and Address: *(If Applicable)*

Phone: _____

Contact: _____

*Job Site Contact: _____

Cell: _____

Subcontractor Name and Address: *(If Applicable)*

Phone: _____

Contact: _____

*Job Site Contact: _____

Cell: _____

Bond Company Name, Address and Bond Number:
(Surety name - not insurance co):

Is the Job Bonded?

Yes No

Phone: _____

Contact: _____

Bond No: _____

** When available, please attach a copy of the payment bond.*

NOTE: IF PROJECT IS TAX EXEMPT, PLEASE FORWARD A COPY OF THE TAX EXEMPTION CERTIFICATE. OR YOU WILL BE RESPONSIBLE FOR TAXES

Completed By: _____

Date Completed: _____

THOMPSON PIPE GROUP PRESSURE

PIPELINE SERVICES TERMS AND CONDITIONS:

Scheduling of Welding Services:

Standard lead time for welding services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Scheduling of Tapping Services:

Standard lead time for tapping services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Material Delivery Terms:

- 1) DIP mechanical accessories are not included with this quote
- 2) Freight to be FOB Thompson Pipe Group Pressure facility, pre-paid and add.
- 3) Materials on this quote are based on our standard coating, lining and specs unless otherwise noted.
- 4) Material Delivery Terms: F.O.B. Origin
- 5) Prices are Quoted for Class 250 pipe unless otherwise noted.

II. SPECIAL NOTES PERTAINING TO PRICES QUOTED

The following notes are conditions of the pricing quoted herein:

- 1) Prices are firm for 30 days from the date of this quote.
- 2) Pricing includes one laying gasket (polyisoprene, 60 Duro) and one grout wrapper per Thompson Pipe Group Pressure joint. Additional gaskets and diapers will be invoiced accordingly.
- 3) A cancellation charge applies if the order is cancelled. Materials are **not eligible for return** or credit unless specifically authorized by Thompson Pipe Group Pressure **PRIOR TO RETURNING.**
- 4) Normal business hours are defined as 8:00am to 5:00pm, Monday thru Friday, exclusive of holidays. OVER TIME CHARGES APPLY IF WORK IS PERFORMED AFTER NORMAL BUSINESS HOURS.
- 5) STANDBY charges may apply and will Invoiced to buyer's account.
- 6) ALL QUOTED PRICING is contingent upon the customer furnishing materials and/or services as defined below.

7) Contractor or Owner is responsible for providing and mounting tapping valve unless otherwise specified.

8) If these quoted materials are used to connect to an existing concrete pressure pipeline, it is the responsibility of the purchaser to ensure that the existing pipeline is properly restrained to account for any thrust forces that may result from this modification. Please contact Thompson Pipe Group Pressure staff if there are any concerns or questions regarding the use of this material.

Site Preparation

1) Contractor or Owner is responsible for arranging and paying for all necessary permits, licenses, fees and/or inspections

2) Contractor or Owner is responsible for all excavation de-watering, ventilation and/or scaffolding necessary to provide clear and safe workspace per applicable OSHA requirements.

3) Contractor or Owner is responsible for removal of all hazardous and /or explosive chemicals from within pipeline, and surrounding area

Safety

1) Contractor or Owner is responsible for site excavations must meet Occupational Safety and Health Administration (OSHA) Safety Standards

2) CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED to our personnel's satisfaction.

3) The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, you or your representative must furnish barricades and assistance.

4) Site conditions MUST be suitable for safe and efficient welding / tapping. If Wet / Muddy conditions exist, rock, pallets or other acceptable material must be employed to facilitate safe and efficient work conditions.

Equipment & Utilities - Personnel to operate required.

1) Contractor or Owner is responsible to furnish electric power and lighting as required by us to perform our work.

2) Contractor or Owner is responsible to furnish an air compressor capable of operating and delivering compressed air at 185 cfm at 90 psi.

3) Contractor or Owner is responsible for furnishing any necessary lifting equipment to lift, move, set, or place our furnished equipment or materials.

Labor

1) Contractor or Owner is responsible to furnish at a minimum, one man designated as your representative to provide safety oversight. Your representative must always be available to us when we are performing work on site for you.

2) Contractor or Owner is responsible to furnish labor to assist in rigging or handling materials in and out of work area.

- 3) Contractor or Owner is responsible for Pipeline Preparation
- 4) Thompson Pipe Group provides grout material and labor to grout the saddle and the gland. Thompson Pipe Group provides and installs diaper. Thompson Pipe Group DOES NOT provide material or labor to fill diapers with grout / mortar unless otherwise specified.
- 5) You or your representative will be asked by our personnel to verify and confirm the pipeline operating pressure is reduced to a safe working limit (generally <90 psi)
- 6) Contractor or Owner is responsible for Post Repair
- 7) Contractor or Owner is responsible for Clean-up and debris removal.
- 8) Contractor or Owner is responsible for Inspection of the work and sign off / acceptance of completion.
- 9) Contractor or Owner is responsible for Restoring the pipeline and site to service after our work is complete
- 10) TAPPING: Coupon retrieval is not guaranteed and in the event the coupon is not retrieved, or pilot bit is broken, Thompson Pipe Group Pressure is not liable for any costs associated with retrieval.

IV. ADDITIONAL

ESCALATION Prices are firm for material shipped within 120 days of our acceptance of your order. Prices for material shipped after 120 days will be increased 1.5% per quarter until complete shipment is made on the order.

DELIVERY Ready-to-ship/delivery noted elsewhere within this quotation is based on current production schedules and is based on your release for manufacturing or our receipt of approved drawings, and receipt of purchase order. Completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate. NOTE: Jobsite must be accessible to normal truck/trailer operations with no pushing or pulling allowed on truck/trailer.

Only items specifically stated are included in the price(s).

PAYMENT Invoiced amounts are due 30 days after invoice date, without any right of offset. Thereafter, interest accrues on any unpaid amounts at the rate of 1½ % per month, compounded monthly. Payment shall not be subordinated to any retention, project specifications, or third-party contract terms and conditions specifying when Buyer will be paid for the Products.

SERVICE CHARGE 1.5% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

ACCEPTANCE This quotation is valid for acceptance for 30 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.

SERVICE WARRANTY All service work, including but not limited to tapping, welding, line stop, field representation performed by us is subject to the satisfaction and acceptance of the customer at the time of performance, and no other responsibility or liability is accepted or implied by us.

BASIS OF QUOTATION This quotation is made subject to the attached terms and conditions. All quotations are subject to correction of stenographic errors.

Shop Drawings: One complete set of shop drawings will be prepared and are included at no additional charge. Unless caused by our error, additional time spent on shop drawing preparation for previously completed drawings will be charged at the rate of \$125 per hour.

WARRANTIES: Seller warrants that its Products meet its published product specifications in effect at the time of manufacture. This warranty is valid for 12 (twelve) months after manufacture. Seller 's specifications represent typical values obtained in accordance with ASTM testing methods. This warranty does not cover damage in shipment. Seller makes no other express warranties. Seller, disclaims and the buyer waives all implied warranties, including merchantability and fitness for a particular purpose.

Warranty or defect claims must be received by Seller within 30 days after discovery or within one year of shipment, whichever is earlier. ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. Buyer's sole recourse for breach of this warranty is (a) repair of the defective Products; (b) replacement of defective Products with conforming Products. F.O.B. Shipping Point; or (c) the return of purchase price, at Seller's sole discretion. Short count claims must be made in writing 7 days of receipt of the Products. Seller may require verification of any such claim. Defective goods should be shipped to Seller, freight prepaid, but only after prior written approval by an authorized Seller Manager. Claims that are not made within the applicable claims period are deemed waived.

This limited warranty covers normal use. Seller does not warrant and is not responsible for: (a) damage caused by failure to provide a suitable installation or operating environment for the Products; (b) damage caused by any accidents; (c) damages caused by any disaster such as fire, flood, wind, earthquake, or lightning; (d) damage caused by unauthorized attachments, alterations, modifications or foreign objects; (d) damage caused by the use of the Products for purposes other than those for which they are customarily used; (f) damage from improper installation or maintenance; or (g) damage caused by any other abuse, misuse, mishandling or misapplication. Furthermore, this limited warranty shall not apply to any Products or parts of Products which have been repaired or altered outside of Seller factory, in any manner.

All technical advice, recommendations, and services of Seller are intended for use by persons having skill, at their own risk, and Seller assumes no responsibility, and buyer hereby waives all claims against Seller, for results obtained or damages incurred from the use of Seller advice, recommendations, and services. Unless otherwise agreed in writing, Seller makes no further warranty of any kind, express or implied, relating to the product, whether used alone or in combination with other materials. Seller MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR END-USE OR PURPOSE. Seller DISCLAIMS ANY WARRANTY EXCEEDING THE EXPRESS WARRANTY STATED HEREIN.

STORAGE: In the event the Buyer delays receipt of shipment(s) scheduled beyond 15 days, Seller will invoice customer at a pro-rated monthly rate of 1-1/2% of the value of the delayed shipment(s) to cover storage and carrying costs up to 59 days. In the event Buyer does not accept delivery of Products within 60 days of the Buyer submitted delivery schedule agreed upon between the Seller and Buyer, Buyer agrees to pay a monthly storage fee of three percent (3%) of the price of the stored Products until delivery occurs. Risk of Loss transfers to Buyer at the point Buyer fails to accept or schedule delivery in accordance with

the agreed schedule. Any rescheduling shall be by mutual agreement with the same prevailing terms. Title to the Products and risk of loss, passes to Buyer upon the commencement date of such additional charges. Seller will be entitled to invoice material manufactured and stored on Buyer's behalf after 60 days. Buyer shall be responsible for payment of said invoice whether products have been delivered to job site.

PRICE ESCALATION: Any Products not delivered to the jobsite within 182 calendar days of 1st delivery or ordered manufacture date will be subject to an 8% escalation charge of product cost, at whichever date is earlier. Additional escalation charges will be assessed each subsequent 182 calendar day term period, until all remaining Products have been delivered. In the event of escalation of steel prices, additional charges shall be based on American Metal Markets Hot Rolled Coils Index, FOB Midwest Mill. The pipe pricing adjustment shall be for every \$1.00/cwt in movement in steel price indices; pipe selling price will be adjusted by 1.5%.

RETURNS: Seller is producing an engineered product per customer order. Seller does not accept return to stock material unless mutually agreed upon. Should Buyer wish to return, and Seller agrees to accept any material from original purchase order, Buyer will incur a charge of 30% of the net selling price plus any charges incurred by Seller to inspect, transport and rework material to working condition upon delivery to Seller 's inventory. **FLANGED PRODUCTS ARE SPECIAL ORDER AND MAY ONLY BE RETURNED FOR REPLACEMENT UNDER A WARRANTY CLAIM.**

FORCE MAJEURE: Seller may suspend or delay its delivery of any Product ordered hereunder upon the occurrence of any event beyond Seller's reasonable control, including, but not limited to, wars, terrorist acts, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, any other act of God, any utilities outage, or any law, proclamation, regulation, ordinance of any court, government or governmental agency. Unavailability of supplies (except if an event of Force Majeure as described before occurs with Seller's supplier(s)), and failure of suppliers, are within Seller's control. Seller may only rely on the above provision if it promptly notifies BUYER in writing—either by fax or by email—of the occurrence of any of the above events. BUYER shall be entitled to cancel a Product Purchase Order if the delay lasts for more than 16 weeks and may place a corresponding order with another supplier.

III. THOMPSON PIPE GROUP ATTACHMENTS PROVIDED WITH THIS QUOTATION

Attachments:

- Quote
- Customer Information Sheet (COMPLETE AND RETURN WITH ORDER)

IV. Sales Tax:

TAXES Sales or Use Tax are not included. Purchaser is responsible for payment of any such assessments. If project is tax exempt, purchaser must furnish a tax exemption certificate at time of signing quotation, or tax will be invoiced.

CUSTOMER ACCEPTANCE:

Company: _____

Print Name: _____

Title: _____

Thompson Pipe Group Pressure Quote Number: _____



Resolution #: R-25-24

Account: 01-60-722300

Approvals: *Author / Manager / Finance / Admin*

JH JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: **A Resolution Approving and Ratifying Change Orders for the DPPS Emergency Generation System Modifications (Contract PSD-10/22)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Change Order No. 5 for the DPPS Emergency Generation System Modifications (Contract PSD-10/22)

Change Order No. 5 would authorize, at a net increase in the Contract Price of \$33,213.46, a time extension of 18 calendar days, and the following changes to the Contract: 1) Structural steel and floor modifications required after wall demolition (\$14,619.38, 10 days); 2) Credit for omitting new partial wall addition (\$1,455.82, 0 Days); 3) Additional motor controllers required (\$1,552.50, 0 Days); 4) Additional roof staircase required with existing parapet remaining (\$7,374.23, 5 Days); 5) Credit for new roof curb to existing parapet remaining (\$883.96, 0 Days); 6) Ductwork relocation in Electrical Room 2 (\$8,027.58, 3 Days); 7) Demolition to existing air compressor pad (\$3,979.55, 0 Days).

With regard to Item 1, during the demolition phase of this project, the original east wall of the existing building was removed, revealing the underlying structural steel and floor. This was undertaken to facilitate the expansion of the building's eastern side. Upon exposure, it was necessary to address masonry clips and angles attached to the existing structural steel. Furthermore, the floor beneath the former wall exhibited unevenness compared to both the existing structure and the planned addition, requiring repair work to ensure alignment.

With regard to Item 2, the contract drawings required the contractor to erect a new partial wall on the east side of the existing generator building. Instead of building a new partial wall, the contractor only demolished a portion of the existing wall and added a bull nose.

With regard to Item 3, new motor controllers were required for the installation of the new fuel monitoring control panel. Initially, there were plans to repurpose the existing motor controllers. However, the DuPage Water Commission staff did not want prolonged shutdowns of the existing system necessary for reusing the controllers in the new panel.

With regard to Item 4, the original project design called for the removal of the existing building's parapet walls. However, the plans and specifications for the demolition process were not adequately detailed, and it became necessary to preserve the parapet wall. Consequently, this required several adjustments, including the incorporation of a rooftop staircase to facilitate crossing over the existing parapet from the existing roof to the new roof of the building addition.

With regard to Item 5, the original project design called for the removal of the existing building's parapet walls. However, the plans and specifications for the demolition process were not adequately detailed, and it became necessary to preserve the parapet wall to maintain the existing roofing warranty. As a result of this change, the planned addition of a new roof curb over the area where the parapet was to be demolished became unnecessary.

With regard to Item 6, as a part of this project, air conditioning units were installed to enhance cooling in Electrical Room 2, which houses servers for the current generator building. However, the contract drawings did not sufficiently specify the placement of ductwork for supply and return air. Consequently, the supply and return ducts had to be relocated to ensure proper cooling of the space.

With regard to Item 7, the east wall of the existing generator building featured an elevated concrete pad designed to accommodate an air compressor unit. The original contract drawings did not include plans for the demolition of this pad or patching the floor to match the rest of the generator room.

Approval of this Change Order would increase the net Contract Price by \$33,213.46 revising the Contract Price to \$4,212,040.29 for a 1.519% net increase in Contract Price. Approval of this Change Order would also extend the contract deadline by 18 days. Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

Recommended Motion:

To approve R-25-24.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-24

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE
CONSTRUCTION OF THE DPPS EMERGENCY GENERATION SYSTEM MODIFICATIONS
(CONTRACT PSD-10/22)

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

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

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

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-25-24.docx

EXHIBIT 1

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

PROJECT NAME: PSD-10 DPPS Emergency Generation System Modifications

CHANGE ORDER NO. 05

LOCATION: DuPage County, Illinois

CONTRACT NO. PSD-10/22

CONTRACTOR: Joseph J. Henderson & Son, Inc.

DATE: 03/22/24

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Structural steel and floor modifications required after wall demolition.
2. Credit for omitting new partial wall addition.
3. Additional motor controllers required.
4. Additional roof staircase required with existing parapet remaining.
5. Credit for new roof curb to existing parapet remaining.
6. Ductwork relocation in Electrical Room 2.
7. Demolition to existing air compressor pad and floor patch.

B. REASON FOR CHANGE:

1. During the demolition phase of this project, the original east wall of the existing building was removed, revealing the underlying structural steel and floor. This was undertaken to facilitate the expansion of the building's eastern side. Upon exposure, it was necessary to address masonry clips and angles attached to the existing structural steel. Furthermore, the floor beneath the former wall exhibited unevenness compared to both the existing structure and the planned addition, requiring repair work to ensure alignment.
2. The contract drawings required the contractor to erect a new partial wall on the east side of the existing generator building. Instead of building a new partial wall, the contractor only demolished a portion of the existing wall and added a bull nose.
3. New motor controllers were required for the installation of the new fuel monitoring control panel. Initially, there were plans to repurpose the existing motor controllers. However, the DuPage Water Commission staff did not want prolonged shutdowns of the existing system necessary for reusing the controllers in the new panel.

4. The original project design called for the removal of the existing building's parapet walls. However, the plans and specifications for the demolition process were not adequately detailed, and it became necessary to preserve the parapet wall. Consequently, this required several adjustments, including the incorporation of a rooftop staircase to facilitate crossing over the existing parapet from the existing roof to the new roof of the building addition.
5. The original project design called for the removal of the existing building's parapet walls. However, the plans and specifications for the demolition process were not adequately detailed, and it became necessary to preserve the parapet wall to maintain the existing roofing warranty. As a result of this change, the planned addition of a new roof curb over the area where the parapet was to be demolished became unnecessary.
6. As part of this project, air conditioning units were installed to enhance cooling in Electrical Room 2, which houses servers for the current generator building. However, the contract drawings did not sufficiently specify the placement of ductwork for supply and return air. Consequently, the supply and return ducts had to be relocated to ensure proper cooling of the space.
7. The east wall of the existing generator building featured an elevated concrete pad designed to accommodate an air compressor unit. The original contract drawings did not include plans for the demolition of this pad or patching the floor to match the rest of the generator room.

C. <u>REVISION IN CONTRACT PRICE:</u>			
<u>Item</u>	<u>Description</u>	<u>Extension</u>	<u>Time Extension</u>
1	Structural steel/ floor modifications	\$14,619.38	10 Days
2	Omission of new partial wall addition	(\$1,455.82)	0 Days
3	Additional motor controllers required	\$1,552.50	0 Days
4	Additional roof staircase required	\$7,374.23	5 Days
5	Omission of new roof curb	(\$883.96)	0 Days
6	Ductwork relocation in Electrical Room 2	\$8,027.58	3 Days
7	Demolition of air compressor pad	\$3,979.55	0 Days
Total Increase		\$33,213.46	18 Days

II. CHANGE ORDER CONDITIONS:

- 1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 18 calendar days, modifying the final Contract Completion Date to June 18, 2024.
- 2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
- 3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
- 4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$4,149,000.00
2.	Net <u>Increase</u> due to all previous Change Orders	\$29,826.83
3.	Contract Price, not including this Change Order	\$4,178,826.83
4.	<u>Increase</u> to Contract Price due to this Change Order	\$33,213.46
5.	Contract Price including this Change Order	\$4,212,040.29

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley & Hansen LLC

By: _____ ()

Signature of Authorized
Representative

Date

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

CONTRACTOR: Joseph J. Henderson & Son, Inc.

By: _____ ()
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
Signature of Authorized Representative Date



Resolution #: R-26-24

Account: 01-60-663100 \$30,000

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: **A Resolution Approving Hydro-Vacuum Cleaning Services at a Cost Not to Exceed \$30,000.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

As a function of the annual 2024 Air Release Structure Inspections, staff has identified twenty-four (24) manhole vault structures that require removal of debris from the bottom of the vaults. The proposed vault structure services include removal of debris by hydro-vacuum truck using pneumatic suction and pressurized water washing. Since each vault structure varies in depth and accumulated volume of debris requiring the removal, daily cost of service will be used as a payment unit. Staff also desire to use the Hydro-vacuum method for exploratory excavation to verify the alignment of a 90-inch diameter water main in relation to the adjacent valve vault housing a remotely operated valve operator.

In accordance with Commission Purchasing Procedures, staff solicited several proposals from Hydro-vacuum service providers to perform Hydro-vacuum cleaning services; two proposals were received and are listed below:

Company	Daily Estimated Cost
Badger Infrastructure Solutions	\$4,109.47
Benchmark Construction Co., Inc.	\$5,100.00

Staff recommends approval to procure the services of Badger Infrastructure Solutions to perform the Hydro-vacuum cleaning in the amount not to exceed cost of \$30,000.

Recommended Motion:

To approve R-26-24 for Hydro-Vacuum Services with Badger Infrastructure Solutions, in the amount not to exceed cost of \$30,000.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-26-24

A RESOLUTION APPROVING PURCHASING HYDRO-VACUUM CLEANING SERVICES FROM BADGER INFRASTRUCTURE SOLUTIONS

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to provide Hydro-Vacuum Cleaning Services; and

WHEREAS, the Commission desires to clean Air Release basins; and

WHEREAS, staff solicited proposals in accordance with the Commission's Purchasing Procedures; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Badger Infrastructure Solutions is most favorable to the interest of the Commission;

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 DuPage Water Commission hereby authorizes the purchase of Hydro-Vacuum Cleaning Services from Badger Infrastructure Solutions, for the price set forth in Its Proposal, not to exceed \$30,000.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-26-24docx



Badger Hydrovac Service Proposal

United States

Prepared By:	Scott Schulz
Email:	SSchulz@badgerinc.com
Phone:	815-200-2064
Date:	02/07/2024
Estimate Number:	CPQ-55291v1
Project Name:	Dupage Water Commission- Addison Vaults



Badger Daylighting Corp
 MELROSE PARK IL CORP
 1740 N 25th Ave
 Melrose Park, IL 60160
 "An equal opportunity employer"

Estimate	
Date	02/07/2024
Reference	CPQ-55291
Prepared By	Scott Schulz

Customer Information			
Company	DUPAGE WATER COMMISSION	Contact Name	Nick Constantopoulos
Contact Phone #	+1 (630) 601-0331	Email	constantopoulos@dpwc.org
Billing Address	600 E BUTTERFIELD RD	Title	Pipeline Technician
Billing City/State	Elmhurst IL 60126	Account Number	6509044
Service Address	Addison Rd & W Interstate Rd Addison IL 60101		

Scope Of Work

Customer has requested Badger infrastructure Solutions to provide T&M rates for hydro-vac excavation services.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	UP TO 8 HOURS PORT TO PORT/8 HOUR MINIMUM	\$275.00	HR	8	\$2,200.00
BADGER HYDROVAC WITH OPERATOR OVERTIME	OVER 8 HOURS PORT TO PORT/SATURDAYS	\$325.00	HR	2.0	\$650.00
ADDITIONAL OPERATOR	UP TO 8 HOURS PORT TO PORT/8 HOUR MINIMUM	\$140.00	HR	0.0	\$0.00
ADDITIONAL OPERATOR OVERTIME	OVER 8 HOURS PORT TO PORT/SATURDAYS	\$170.00	HR	0.0	\$0.00
DISPOSITION	PER TON	\$130.00	EA	5.0	\$650.00
CONSUMABLE MATERIALS		\$27.50	EA	1.0	\$27.50
SUPPLY WATER		\$82.50	EA	1	\$82.50
REMOTE HOSE	6" Diameter	\$3.30	FT	0.0	\$0.00
SUPPORT TRUCK		\$165.00	DAY	1	\$165.00
FLUCTUATING FUEL RECOVERY		\$334.47	EA	1	\$334.47

Total \$4,109.47

This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company) _____

PO #: _____



Name (Please Print)

Title:

Signature

Date:

I am authorized to bind the Company



General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

Customer Representative

Printed Name: _____

Signature: _____

Date: _____

Badger Representative

Printed Name: _____

Signature: _____

Date: _____

I am authorized to bind the Company



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms.

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.

14. Default. If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.



15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

18. **Confidential Information.**

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

25. **Collection, Use and Disclosure of Information.**

Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

(a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including



in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;

(b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;

(c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;

(d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;

(e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and

(f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).

End



United States
Badger Daylighting Corp.

Canada
Badger Daylighting Limited Partnership

CUSTOMER ONBOARDING FORM

Please return documents to sender, at minimum, 24 hours before work is to commence to allow time for set up of your Badger account.

Company Name <i>Please include full, registered, legal name</i>	
Parent Company and/or Subsidiaries (if applicable)	
Billing Address <i>Please provide physical address, not a PO Box</i>	
Email Address to Receive Invoices	
Company Website URL	
Accounts Payable Contact Name, Email, Phone Number	
TIN/BIN Number (Please attach a copy of your W-9 (US) or CRA Tax Document (CA))	

BILLING REQUIREMENTS

List all billing requirements. Please provide specific formatting if applicable (Example: PO format – XX-####-#####).

TAX EXEMPTIONS

Sales Tax Exempt?	If yes, attach a copy of the exemption form.
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From: dominickf@bmk8.com
To: [Bill Wegner](#)
Cc: matkinsjr@bmk8.com
Subject: RE: Estimate for Hydro excavation services DuPage Water Commission
Date: Friday, February 9, 2024 1:56:10 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Bill,

it should be around 500/hr aprox 5000 a day plus 100/ton disposal for the vac truck. Please let me know if you need anything else.

Thanks

BENCHMARK
construction
EXPERT | AWARD-WINNING | DESIGN

Dominick Fiordiroso
Senior Estimator
Phone: 630.497.1700 Ext :255
Mobile: 847.417.4271
Email: dominickf@bmk8.com
2260 Southwind Blvd
Bartlett, IL 60103
www.benchmarkconstruction.net



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Resolution #: R-27-24

Account: 01-60-771700

Approvals: Author / Manager / Finance / Admin

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/11/2024

Description: **A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Resolution No. R-27-24 would approve the following Change Orders (*Contract Price Reduction of \$324,105.33*):

Change Order No. 4 to Contract for the SCADA Replacement Project (Contract PSD-9/21)

1. Removal of the Tank Site security. (Deduction of \$495,394.25)
2. Office 213 (Temporary Control Room) remodel. (Addition of \$6,817.80)
3. Control Room reuse of existing light fixtures. (Deduction of \$11,763.00)
4. Purchase and installation of duct bank tracer cable. (Addition of \$6,737.00)
5. Purchase of analog to fiber data converters. (Addition of \$22,917.00)
6. Purchase of Waterfall Unidirectional Gateway SMTP Connector. (Addition of \$22,399.00)
7. Control Room HVAC deduct. (Deduction of \$1,335.00)
8. Purchase of server rack and network hardware. (Addition of \$8,778.00)
9. Purchase of an additional virtual server, licensing, and support for the SCADA network. (Addition of \$73,960.12)
10. Purchase of additional thin clients, Thin Manager licensing, support, and Rockwell FTView server licensing (Addition of \$42,778.00)

This Change Order request has been negotiated with the Contractor and has been found to be acceptable by the Commission's Design and Construction Engineers. A copy of their acceptance has been attached to this Change Order.

Approval of this Change Order would decrease the net Contract Price by \$324,105.33 revising the Contract Price from \$15,870,704.16 to \$15,546,598.83 for a 2.04% net total decrease from the Contract Price.

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

Recommended Motion:

To Adopt Resolution R-27-24

DUPAGE WATER COMMISSION

RESOLUTION NO. R-27-24

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CHANGE ORDERS TO A CONTRACT FOR THE
SCADA REPLACEMENT PROJECT (CONTRACT PSD-9/21)

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

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

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

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-27-24.docx

EXHIBIT 1

Resolution No. R-27-24

1. Change Order No. 4 to the Contract for the Construction of the SCADA Replacement Project (Contract PSD-9/21) for a \$324,105.33 net decrease in the Contract Price due to modifications in the approach of the work.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

PROJECT NAME: SCADA Replacement Project
LOCATION: Cook and DuPage Counties, Illinois
CONTRACTOR: Baxter & Woodman/Boller Construction

CHANGE ORDER NO. 4
CONTRACT NO. PSD-9/21
DATE: March 21, 2024

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Tank Site Security Removal and VMS hardware changes
2. Temporary Control Room Remodel
3. Control Room Light Fixture Reuse
4. Duct Bank Tracer Cable
5. Analog to Fiber Data Converters
6. Waterfall Unidirectional SMTP Connector
7. Control Room HVAC cost reduction
8. SCADA Server Rack and Network Hardware
9. DMZ Virtual Server, Licensing, and Support
10. Additional Thin Clients, Thin Manager licensing and support, and Rockwell FTView server licensing

B. REASON FOR CHANGE:

1. During the SCADA development workshops, the tank site and campus security were under review with Commission staff and after much consideration it was determined that security upgrades originally planned for the tank sites be removed from the project. In addition to the modification of the tank site security plans there were modifications to the DWC campus security upgrade designs, removing the Flir cameras for perimeter security. The removal and modifications to the tank site and campus security upgrades comes at a cost reduction of \$495,394.25.

2. During renovation of the Control Room, Office 213 was used as the temporary control room and once the Control Room was completed and all equipment transferred back to it, Office 213 required a remodel. Boller patched up the drywall, replaced the wallpaper, touched up the paint, and replaced the ceiling tiles. The remodel of Office 213 comes at an additional cost of \$6,817.80 for labor and materials.
3. During the redesign of the Control Room, it was determined that the existing LED light fixtures were to be reused as opposed to replacing them per the original design. The reuse of the light fixtures comes with at a cost deduction of \$11,763.00.
4. During the SCADA development workshops, the fiber replacement portion of the project was being discussed and reviewed and it was requested by Commission staff to add tracer cable to the new duct bank along Cadwell as well as the existing fiber runs around the campus for ease of locating in the future. The addition of tracer cable through the existing fiber raceways and the new Cadwell duct bank comes at an additional cost of \$6,737.00.
5. During field investigation of the fiber and communication components between the Commission campus it was determined that there was a requirement for new analog to fiber data transmission components that relay data back to the Backup Telemetry System (BUTS). The purchase of the additional fiber to analog data transmission components comes at an additional cost of \$22,917.00.
6. During the development and configuration of the SCADA network equipment, Concentric determined the need for an additional SMTP connector for the Waterfall Unidirectional Gateway. This connector will allow for notification traffic to pass through unidirectional gateway from a critical security software system inside the control network. The purchase of the additional SMTP connector comes at an additional cost of \$22,399.00.
7. During the remodel of the Control Room the HVAC subcontractor determined that portions of the existing HVAC ducts were in good condition and could be reused to satisfy the design requirements. The reuse of portions of the existing ductwork comes at a cost reduction of 1,335.00.
8. As the network environment was being developed and installation plans were being put together, the space requirements of the new network hardware determined and rather than trying to fit the new equipment in the limited space of the existing racks the Commission requested the purchase of a new rack system. Included in this request is the server rack, the cable management accessories, power distribution units, an ethernet patch panel, and KVM interface module. The server rack and requested accessories comes at an additional cost of \$8,778.00.

9. As the network environment was being developed and review of the remote access to the control network was being discussed, it was determined to provide view only access through the DMZ network. With this design modification it required the addition of a virtual server with the associated licensing and support. This modification will allow for employees to view the control network from the field via remote access but still provide a level of segregation to maintain the integrity of the network security. The additional virtual server, licensing, and support comes at an additional cost of \$73,960.12.

10. As the network environment was being finalized there was more discussion on the clients that would be able to access the control network. It was determined additional clients would be required to allow for appropriate departmental access to the control network. With the thin clients, an additional Rockwell FTView server license was required to allow for certain configuration and control of the new SCADA systems. The additional thin clients, Thin Manager licensing and support, as well as an additional Rockwell FTView server licensing comes at an additional cost of \$42,778.00.

C. REVISION IN CONTRACT PRICE:

1.	Tank Site Security Removal	-\$495,394.25
2.	Office 213 (Temporary Control Room) Remodel	\$6,817.80
3.	Control Room Reuse Existing Light Fixtures	-\$11,763.00
4.	Duct Bank Tracer Cable	\$6,737.00
5.	Analog to Fiber Data Converters	\$22,917.00
6.	Waterfall Unidirectional Gateway SMTP Connector	\$22,399.00
7.	Control Room HVAC Deduct	-\$1,335.00
8.	SCADA Server Rack	\$8,778.00
9.	DMZ Virtual Server	\$73,960.12
10.	Thin Clients, Thin Manager and FTView Licensing	\$42,778.00
11.	Total Change in Contract Price This Change Order	-\$324,105.33

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, maintains the final Completion Date of May 31, 2026.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>16,443,000.00</u>
2.	Net reduction due to all previous Change Orders Nos. <u>1</u> to <u>3</u>	\$ <u>-572,295.84</u>
3.	Contract Price, not including this Change Order	\$ <u>15,870,704.16</u>
4.	Reduction to Contract Price due to this Change Order	\$ <u>-324,105.33</u>
5.	Contract Price including this Change Order	\$ <u>15,546,598.83</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Carollo Engineers

By: _____ ()
Signature of Authorized Representative Date

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

CONTRACTOR: Baxter & Woodman/Boller Construction, LLC

By: _____ ()
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
Signature of Authorized Representative Date



Resolution #: R-29-24

Account: 01-60-751200

Approvals: *Author / Manager / Finance / Admin*

JH JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: **A Resolution Approving a First Amendment to Task Order No. 09 under a Master Contract with DeLasCasas CP, LLC.**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Contract with DeLasCasas CP, LLC for professional engineering services on August 23rd, 2021 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. On September 21, 2023, the Commission approved R-47-23, Task Order No. 09 with DeLasCasas CP, LLC, for feasibility testing for corrosion mitigation on TS-3/88 and TOB-E/87 in the amount of \$43,000. Resolution No. R-29-24 would approve a First Amendment to Task Order No. 09 for additional design services of a new cathodic protection system on the South and Outer Belt Transmission Mains (TS-3/88 and TOB-E/87).

During the 2022 Closed Interval Survey, the DuPage Water Commission identified inadequate cathodic protection on the steel segments of the South and Outer Belt Transmission Mains (Contract TS-3/88 and TOB-E/87) per AMPP (Association for Materials Protection and Performance, formerly NACE) standards. These mains rely on existing rectified cathodic protection systems, which exhibited signs of deterioration. DeLasCasas CP, LLC. investigated the root cause of the system's failure and conducted feasibility testing for a new rectified cathodic protection system, ensuring compliance with industry standards. The proposed First Amendment to Task Order No. 09 would authorize DeLasCasas to design the updated cathodic protection system for both pipelines.

Approval of this resolution would increase the cost by \$30,000, revising the not-to-exceed cost for Task Order No. 09 to \$73,000.

Recommended Motion:

To adopt Resolution No. R-29-24.

RESOLUTION NO. R-29-24

A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 09 UNDER A MASTER CONTRACT WITH DeLasCasas CP, LLC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with DeLasCasas CP, LLC (the “Consultant”) to provide, from time to time, professional engineering services in connection with various 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, pursuant to Resolution No. R-47-23, the Commission approved Task Order No. 09 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 09 to the Master Contract to add to the scope of work for Design Services and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 09 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 09 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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 the 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 be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2024/R-29-24.docx

EXHIBIT 1

FIRST AMENDMENT TO TASK ORDER NO. 09

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and with DeLasCasas CP, LLC (“Consultant”), for Professional Engineering Services dated August 23, 2021 (the “Contract”), Owner and Consultant agree to amend, effective March 22, 2024, Task Order No. 09 for Corrosion Mitigation on the South and Outer Belt Transmission Mains (Contract TS-3/88 and TOB-E/87).

1. **Project:**

Perform Feasibility Testing, and Design of a Cathodic Protection for the South and Outer Belt Transmission Mains (Contract TS-3/88 and TOB-E/87) as delineated in the proposal from DeLasCasas CP, LLC dated September 4, 2023, and as modified by DeLasCasas’s proposal dated March 5, 2024.

2. **Services of Consultant:**

Section 2 entitled “Services of Consultant” of Task Order No. 9 shall be replaced in its entirety as follows:

“A. Feasibility Testing (TOB-E/87):

1. Visit each rectifier and isolation flange and measure the as-found characteristics.
 - Turn off all the rectifiers.
 - Inventory all isolation flanges and test for electrical continuity/isolation. Data to be provided from DuPage Water Commission to assist.
2. Visit the three rectifiers with linear anodes that have failed.
 - Rectifier to visit:
 - Sta 651+00
 - Sta 679+50
 - Sta 760+10
 - Troubleshoot the rectifier systems.
 - Determine (+) cable integrity.
 - Determine (-) cable integrity.
 - Use portable ground bed to assess:
 - The current required for protection.
 - Attenuation characteristics of the pipeline.
 - The close and remote potentials at the closest test station.
 - The close and remote potentials at two test stations remote from the ground bed at both sides of the rectifier.
 - The close and remote potentials at the furthest test station where the rectifier IR is measured.
3. Visit the other five rectifiers, with linear anodes working.
 - Rectifier to visit:

- Sta 85+00
- Sta 300+50
- Sta 363+00
- Sta 400+75
- Sta 547+00
- Turn on and interrupt one rectifier at the time:
 - Measure
 - The close and remote potentials at the closest test station.
 - The close and remote potentials at the next test station at both sides of the rectifier.
 - Determine the furthest test station where IR drop of the rectifier affects the pipeline.
 - Find close and remote potentials at this test station.
 - Find the percent of influence of each linear anode on the pipeline.

4. With field testing data perform the following:
 - Calculate the conductance of the pipeline per section.
 - Calculate the current requirement with the conductance and the resistance of the pipeline to remote earth.
 - The criterion to determine the amount of current is 300 mV of IR shift to remote earth at the middle point between two rectifiers.
 - Determine the ground bed resistances to remote earth.
 - With attenuation characteristics, determine if more cathodic protection systems are required to improve the current distribution.
 - Determine how many additional ground beds need to be designed to ensure the line will be protected.
 - See if the Northern Inspection Service's proposed new systems will satisfy the new cathodic protection requirements.
 - Assess the remoteness of the Northern Inspection Service's proposed new systems.
 - Provide proposal with cost estimate for the engineering services.
 - The cathodic protection system enhancement will focus on the steel sections of the main only.

B. Feasibility Testing (TS-3/88):

1. Visit each rectifier and isolation flange and measure the found characteristics.
 - Turn off all the rectifiers.
 - Inventory of all isolation flanges and test for electrical continuity/isolation. Data to be provided from DuPage Water Commission to assist.
2. Visit the rectifier at Sta 119+25 with the linear anodes that have failed.

- Troubleshoot the rectifier systems.
 - Determine (+) cable integrity.
 - Determine (-) cable integrity.
 - Use portable ground bed to assess:
 - The current required for protection.
 - Attenuation characteristics of the pipeline.
 - The close and remote potential at the closest test station.
 - The close and remote potentials at two test stations remote from the ground bed at both sides of the rectifier.
 - The close and remote potentials at the furthest test station where the rectifier IR is measured.
3. Two rectifiers, with linear anodes working.
- Rectifier to visit:
 - Sta 356+00
 - Sta 554+50
 - Turn on and interrupt one rectifier at the time:
 - Measure
 - The close and remote potentials at the closest test station.
 - The close and remote potentials at the next test station at both sides of the rectifier.
 - Determine the furthest test station where IR drop of the rectifier affects the pipeline.
 - Find close and remote potentials at this test station.
 - Find the percent of influence of each linear anode on the pipeline.
4. With field testing data perform the following:
- Calculate the conductance of the pipeline per section.
 - Calculate the current requirement with the conductance and the resistance of the pipeline to remote earth.
 - The criterion to determine the amount of current is 300 mV of IR shift to remote earth at the middle point between two rectifiers.
 - Determine the ground bed resistances to remote earth.
 - With attenuation characteristics, determine if more cathodic protection systems are required to improve the current distribution.
 - Determine how many additional ground beds need to be designed to ensure the line will be protected.
 - See if the Northern Inspection Service's proposed new systems will satisfy the new cathodic protection requirements.
 - Assess the remoteness of the Northern Inspection Service's proposed new systems.
 - Provide proposal with cost estimate for the engineering services.

- The cathodic protection system enhancement will focus on the steel sections of the main only.

C. Design of New Cathodic Protection System for TS-3/88 and TOB-E/87

1. The Scope of work includes the following sites:
 - TOB-E/87 ground beds to be replaced:
 - 85+00 (Site 3)
 - 363+00 (Site 11)
 - 400+75 (Site 12)
 - 551+50 (Site 16)
 - 676+00 (Site 23)
 - 756+87 (Site 25)
 - TOB-E/87 New cathodic protection site to be added:
 - 264+45
 - TS-3-88 ground beds to be replaced:
 - 119+25 (Site 2)
 - 364+25 (Site 8)
 - 554+00 (Site 14)
 - TS-3/88 New cathodic protection site to be added:
 - 170+70
2. Initiate 811/JULIE design tickets for each site to identify existing utilities and potential conflicts at the sites listed above.
 - Coordinate with local authorities and utility companies to avoid any damage to existing infrastructure during installation.
3. Perform a constructability study after obtaining the 811/JULIE design tickets to assess feasibility and potential challenges in implementing the cathodic protection system.
 - Identify any constraints or obstacles that may affect the installation process.
4. Prepare detailed installation drawings for each site, including:
 - Site plan showing the location of existing utilities, proposed ground beds, and linear anodes.
 - Stationary reference cell/coupon installation details.
 - Linear anode installation details.
 - Restoration plan outlining the steps for reinstating the site after installation.
 - Any other necessary details required for construction.
5. Provide a bill of materials and material specifications for each site.
6. Provide a construction cost estimate for each site.
7. Complete a review and approval process with the Owner:
 - Submit 90% completed drawings, specifications, and bill of materials to the Owner for review and approval.
 - Conduct a meeting with the Owner to discuss any comments or revisions to the drawings, specifications, or bill of material.
 - Incorporate feedback and revisions as necessary to finalize the drawings, specifications, or bill of material.

- Upon, written authorization from the Owner, prepare the 100% complete drawings, incorporating all revisions and feedback.

D. Additional Services:

“None”

3. **Completion Date:**

Section 5, entitled “Completion Date” of Task Order No. 9 shall be amended in its entirety so that said Section 5 shall hereafter be and read as follows:

“5. Completion Date:

7/1/2024 plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.”

4. **Contract Price:**

Section 8, entitled “Contract Price” of Task Order No. 6 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

“8. Contract Price:

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

Feasibility Testing	\$43,000.00
Design of new Cathodic Protection Systems	\$30,000.00

The Effective Date of this Task Order is March 22, 2024.

DuPAGE WATER COMMISSION

By: _____
Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney
Title: Project Engineer
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: haney@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Jennifer De Las Casas
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas
Address: 111 Ambassador Ave, Romeoville, Illinois, 60446
E-mail Address: rogelio@delascasascp.com
Phone: (312) 835-0272



Resolution #: R-31-24

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: Phase II Engineering Contract for the WaterLink Pipeline Project

Agenda Section: Engineering & Construction

Originating Department: Engineering

The WaterLink Project consists of the expansion of the DuPage Water Commission (Commission) distribution network to deliver water to the communities of Montgomery, Oswego, and Yorkville (WaterLink Communities). A contract for Phase I Engineering was approved by the Board on June 15, 2023 (R-28-23) and all work within this phase has been substantially completed. The design team of LAN and Associates (LAN) and their sub-consultants (Robinson Engineering and Stanley Engineering) performed at a high level during this phase which allowed for an aggressive schedule to be met and final costs are anticipated to be nearly \$400,000 under budget.

Due to LAN's diligence during the Phase I Engineering effort and the level of project-specific knowledge acquired since the work began, the Commission and WaterLink Communities agreed that it was in all parties' best interests to solicit a proposal for the Phase II Engineering effort from the same engineering team.

In order to maintain the project schedule, the LAN team submitted a Phase II Engineering proposal earlier this month for review by Commission Staff. The scope and fee documents submitted included a detailed description of project tasks, schedule, man-hours, and a total anticipated cost of \$19,956,942. The proposal was reviewed and discussed in a meeting with Commission and LAN personnel. Once the Commission found the proposal to be satisfactory, it was shared with the WaterLink Communities and on March 5th a separate meeting was held with all parties involved to discuss the proposal. All parties found the proposal to be acceptable and recommended it for approval. As a result of this discussion, each WaterLink Community is scheduled to approve the Intergovernmental Agreement (IGA) to facilitate payments associated with the Phase II proposal by the end of March.

It should be noted that the initial forecast for Phase II Engineering was approximately \$22,728,000, which represents just over 7.6% of the total estimated construction budget. However, the proposal

ultimately submitted reflects a reduction in costs of over \$2,770,000 from the preliminary estimate and represents approximately 6.7% of the total estimated construction budget, which is within the appropriate range for this type of work.

LAN currently has an active Master Services Agreement (MSA) with the Commission, as do subconsultants Robinson Engineering and Stanley Engineering. This contract will be formalized as Task Order #3 under the existing MSA with LAN, with Robinson and Stanley as subconsultants. The recommended Task Order #3 is attached hereto.

An intergovernmental agreement (IGA) between the Commission and WaterLink Communities has also been placed on the agenda, which details the required deposit amounts and schedule for this phase of work. Similar to the Phase I Engineering effort, this work will be paid for through an escrow account, with the WaterLink Communities making deposits as specified in the IGA. The LAN Task Order will not be executed until each community executes the IGA and the first deposit is recorded.

Recommended Motion:

It is recommended that Resolution R-31-24 be approved, authorizing the Engineering Contract in substantially the form attached with LAN Engineering for Phase II Engineering in the amount of \$19,956,942, following full execution of the Escrow Funding IGA and required deposits into the associated project account.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-24

A RESOLUTION TO AUTHORIZE TASK ORDER #3 UNDER A MASTER SERVICES AGREEMENT WITH LAN ENGINEERING FOR PHASE II ENGINEERING OF A WATER TRANSMISSION MAIN TO THE COMMUNITIES OF MONTGOMERY, OSWEGO AND YORKVILLE

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 Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to connect to the Commission’s waterworks system to supply Lake Michigan water to their communities;

WHEREAS, the Commission has a Master Contract with Lockwood, Andrews & Newnam, Inc. (“LAN”) for general engineering services;

WHEREAS, the Commission desires that LAN begin Phase II engineering work related to detailed engineering design of a water transmission main to connect the Commission’s waterworks system to the Municipalities;

WHEREAS, Task Order Number 3 relates to certain Phase II Engineering tasks related to detailed engineering design;

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 Board of Commissioners of the DuPage Water Commission hereby approves Task Order Number 3 attached hereto as Exhibit A and authorizes the Chairman to execute on behalf of

the DuPage Water Commission Task Order Number 3 for Phase II Engineering services, and to take whatever steps necessary to effectuate the terms of said Task Order.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2024/R-31-24.docx

EXHIBIT A

DELETE PAGE IF NO ATTACHMENT

Task Order No. 3

This Task Order No. 3 is being entered into between DuPage Water Commission (referred to herein as the “Owner” or the “Commission”) and Lockwood, Andrews and Newnam, Inc. (the “Consultant”) as of March 21, 2024 (the “Effective Date”) and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville - collectively referred to herein as the “Waterlink Communities”) have entered into an Escrow Intergovernmental Agreement dated March 21, 2024 (the “Escrow Agreement”) to fund, *inter alia*, Phase II Engineering including the detailed engineering design of a water transmission main connecting the Commission’s waterworks system (the “Commission System”) to the Waterlink Communities’ waterworks systems (the “Project”); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated May 21, 2013 (the “Master Contract”); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 3 for Consultant to provide services for the Project as more fully set forth below (the “Project Services”).

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.
2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.
3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Scope of Services, this Task Order will apply.
4. Owner’s right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner’s notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.
5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their

officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for Consultant for the current Project Services that payment is being requested for and releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA") and any other federal funding compliance requirements.

8. Consultant has provided Owner with a Preliminary Cash Flow / Invoicing Forecast – Phase II attached hereto as Exhibit C. Consultant shall not be entitled to any payment for Project Services in amounts sooner than those set forth in Exhibit C unless agreed to via change order executed by both parties and approved by the Commission's Board of Commissioners.

9. Consultant understands that the Project Services and the Project itself is being performed in stages. Consultant only has the authority to provide services for those portions of the Project that have been approved by the Commission's Board of Commissioners and may or may not receive additional contracts for additional services on the Project.

10. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

11. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

12. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

13. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is

as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 3 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Clerk

By: _____
James F. Zay, Chairman

Attest/Witness:

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated May 21, 2013, and Task Order No. 3, Owner and Consultant agree as follows:

- 1.0 Project: DuPage Water Commission WaterLink Extension to the three WaterLink Communities and as more fully described in the Draft Project Development Report: Phase I Preliminary Engineering dated February 2024.

Consultant will be contracting directly with primary subconsultants, Stanley Consultants, Inc. (SCI) and Robinson Engineering, Ltd. (REL) under individual subconsultant agreements. Additional subconsultants required for specialized services will be contracted directly with LAN, SCI, and REL.

Phase II Engineering will include final preparation of plans, specifications, Engineer's opinions of probable construction cost, and Bid Phase services, including preparation of conformed construction documents. Deliverables will include design drawings, project specifications and contract documents to allow for solicitation of construction bids and for utilization in implementing the project design into a constructed and fully commissioned project. Deliverables will be in accordance with applicable AWWA, IEPA, IDNR, and DOT requirements, including federal and state standards necessary for utilization of federal funds at the time of this Agreement. Phase II Engineering will include final acquisition of all easements, parcels, rights-of-way, and permits from pertinent regulatory agencies necessary based upon the scope of work. Professional services related to land condemnation proceedings are excluded from this scope of work and if needed, these would be provided as Additional Services.

- 2.0 Consultant Services:

A. Phase II Basic Services:

1. Task 1 – Project Management

- a. Organize and manage the project team.
- b. Hold standing monthly meetings with the Commission management team.
- c. Prepare the project schedule for review with the DuPage Water Commission ("DWC") and maintain the schedule throughout the course of the project.
- d. Prepare and maintain management schedule listing DWC and Consultant's responsibilities and milestones.
- e. Prepare opinions of probable cost as changes or additions are made to the project.
- f. Maintain project records, decision logs, and files.

- g. Maintain and facilitate communications between the parties.
- h. Provide quality control (QC) services for all the design work. QC process will include each of the three primary firms reviewing the others work product.

2. Task 2 – Project Coordination and Meetings:

- a. DWC Project Kick-off and Progress Meetings: The project kick-off meeting will be used to clarify DWC requirements for the project, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed. Monthly meetings will be held for updates to discuss progress and decisions needed. Bi-weekly or individual meetings will be scheduled during critical periods of design or as needed. Thirty-Six (36) meetings are planned with DWC for Phase II services.
- b. Coordination with WaterLink Communities: An initial project engagement meeting followed by monthly check-in meetings will be scheduled with WaterLink Communities and their consultants to discuss the final location of delivery structures and associated connection details and routing of pipelines through their communities. Twelve (12) meetings are planned with WaterLink Communities for Phase II services.
- c. Other Stakeholder Meetings: Naperville, Aurora, and unincorporated areas (counties and townships) are non-benefiting communities that will be impacted by construction. Initial project engagement followed by periodic check-in meetings will be scheduled to gain input, find solutions to issues, and identify methods to mitigate impacts. Fifteen (15) meetings are planned with other stakeholders for Phase II services.
- d. Attend meetings with the DWC’s Board, WaterLink Community Boards (as required), and the public as requested by DWC. Prepare educational displays/presentations to communicate meeting topics. Twenty (20) public board meetings are planned for Phase II services.
- e. Attend meetings with ComEd for project coordination of the pipeline design. Prepare exhibits, displays and presentations to communicate meeting topics. Sixteen (16) meetings are planned for Phase II services.
- f. Attend public meetings as required during the work. Prepare exhibits, educational displays, and presentations as needed to communicate meeting topics. Up to fifteen (15) meetings are planned for Phase II services.
- g. Prepare monthly project status reports and project updates for DWC to share with Board, WaterLink Communities, and other stakeholders.

- h. Hold project meetings with regulatory agencies, railroads, and private utilities, other than ComEd, during the design phase to facilitate permit reviews and approvals. Twenty (20) meetings with permitting agencies and entities are planned for Phase II services.
 - i. Requests for pertinent data and information will be transmitted to each of the previously mentioned city, utility, county, townships, and railroad entities located along the pipeline routes.
 - j. Prepare agendas and meeting minutes summarizing each meeting. Follow-up on action items identified during the meetings.
3. Task 3 – Transmission Main Design Package 1 (SCI Lead):
- a. The intent of this work is to prepare contract drawings and technical specifications for the Transmission Main Segment 1 as described in the Project Development Report. Segment 1 includes approximately 45,900 feet of 54-inch pipeline from 75th Street and Book Road in Naperville to Ogden Falls Boulevard and approximately 6,900 feet of 16-inch pipeline from the ComEd right-of-way to Montgomery Connection Number 1.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, which will convey information about the transmission main's fundamental elements.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 5) Prepare preliminary roadway resurfacing plan.
 - 6) Provide preliminary specifications index.

- 7) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 8) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 9) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 10) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 11) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; landscaping replacement plans; traffic control and detour plans; roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-walk through with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.

- i. Forest Preserve Restoration Plan
 - 1) Prepare a restoration plan for the portions of the Forest Preserve District of DuPage property disturbed by construction. The restoration plan will include soil erosion and sediment control and landscape restoration. It may also include a conceptual wetland replacement mitigation plan, if required.
 - 2) Submit permits to USACE, IEPA, KDSWCD, DuPage County (stormwater permitting).
 - 3) Coordinate work with IDNR, USFWS, FPD and Illinois Nature Preserves Commission.
 - j. QC to be provided by LAN.
4. Task 4 – Transmission Main Design Package 2 (REL Lead):
- a. The intent of this work is to prepare contract drawings and technical specifications for the Transmission Main Segment 2 as described in the Project Development Report. Segment 2 includes approximately 46,400 feet of 36-inch pipeline from Harvey Road at the ComEd right-of-way to Minkler Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set representing the transmission main's fundamental elements.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 5) Prepare preliminary roadway resurfacing plan.

- 6) Provide preliminary specifications index.
 - 7) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 8) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 9) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 10) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 11) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include: draft cover, index, standards lists, and notes sheets; erosion control plan ; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic control and detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements

scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
- 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.

g. 90% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
- 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
- 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
- 4) Submit sealed documents to IEPA and other entities for permitting.
- 5) Field walk through with DWC and/or WaterLink Communities.

h. 100% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare, sign, and seal final drawing set and final specifications.
- 2) Incorporate front end bidding documents in specifications.
- 3) Submit the 100% complete drawings and specifications to DWC.

- 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- i. QC to be provided by SCI.
5. Task 5 – Transmission Main Design Package 3 (REL & SCI Lead):
- a. The intent of this work is to prepare plan and profile drawings and technical specifications for the Transmission Main Segment 3 as described in the Project Development Report. Segment 3 includes approximately 20,400 feet of 24-inch pipeline from Minkler Road to Route IL-126 Schoolhouse Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, representing the transmission main's fundamental elements.
 - 2) Coordination with Yorkville on the final location of Delivery Point No. 1.
 - 3) Coordination with IDOT on pipeline route along Route IL-71.
 - 4) Prepare preliminary cover, index standards list, and notes sheets.
 - 5) Prepare detail drawings.
 - 6) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 7) Prepare preliminary roadway resurfacing plan.
 - 8) Provide preliminary specifications index.

- 9) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 10) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 11) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 12) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 13) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk Thru with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.

- 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- i. QC to be provided by LAN.
6. Task 6 – Transmission Main Design Package 4 (LAN Lead):
 - a. The intent of this work is to prepare plan and profile drawings and technical specifications for the Transmission Main Segment 4 as described in the Project Development Report. Segment 4 includes approximately 28,400 feet of 54-inch pipeline, 4,200 feet of 24-inch pipeline, 6,500 feet of 20-inch pipeline, and 2,800 feet pipeline of 16-inch pipeline from Ogden Falls Boulevard along the ComEd right-of-way to various WaterLink connections along Orchard Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, representing the transmission main's fundamental elements. This work includes the following.
 - 2) Coordination with USACE on the Fox River Crossing.
 - 3) Prepare preliminary cover, index standards list, and notes sheets.
 - 4) Prepare detail drawings.
 - 5) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 6) Prepare preliminary roadway resurfacing plan.
 - 7) Provide preliminary specifications index.
 - 8) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 9) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to

supplement tunnel crossing boring information collected in Phase I.

- 10) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 11) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 12) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards lists, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.

- 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Coordination with USACE on the Fox River Crossing.
 - 3) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 4) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 5) Submit sealed documents to IEPA and other entities for permitting.
 - 6) Field-Walk Thru with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.

- i. QC to be provided by SCI & REL.
7. Task 7 – Meter Station Package (LAN Lead):
- a. The intent of this work is to prepare plans and technical specifications for the seven metering stations, three (3) for Oswego, two (2) for Yorkville and two (2) for Montgomery, for connection of the transmission main to each of the WaterLink Communities.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for the meter stations. Generate contract document and specification packages for project bidding.
 - d. 30% Preliminary Drawings:
 - 1) Prepare preliminary drawing set, including the metering station site layout, piping connection to the proposed transmission main, interconnection to customer’s receiving facilities, and site utilities. Submittal will also contain building plan, elevation, and section drawings. For purposes of this proposal, Consultant will design one building, with one architectural treatment, to use at all seven sites. Based on our preliminary analysis, the building will have three-meter trains. Two of the trains will be sized for maximum day flow while the third train will provide redundancy. Each station meter trains will be sized for the customer’s demands. The station layout will be similar to the previously provided to the Consultant by the Commission. It is anticipated this design package contain a total of Thirty-Four (34) drawings for all seven sites.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Provide preliminary specifications index.
 - 5) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 6) Perform one geotechnical boring and log up to 30 feet deep for the site to augment geotechnical information collected during the transmission main geotechnical investigations.
 - 7) Compile an inventory of the trees planned for removal or pruning due to construction.

- 8) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are included in this proposal.
- e. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set and include revisions required field investigation. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan, if required; draft site plan including existing underground utilities; detailed civil, structural, mechanical, piping, architectural, electrical, landscaping, and control drawings . Draft specifications, including general requirements and technical specifications.
 - 2) Prepare detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- f. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal plan set and final draft mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.

- 4) Submit sealed documents to IEPA and other entities for permitting.
- 5) Field-Walk thru with DWC and/or WaterLink Communities.
- g. 100% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- h. QC to be provided by SCI & REL.
- 8. Task 8 – Chemical Monitoring and Feed Station (LAN Lead):
 - a. The intent of this work is to prepare plans and technical specifications for a chemical monitoring and feed station located in the general vicinity of Oswego Connection Point No. 1.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - d. 30% Preliminary Drawings:
 - 1) Prepare preliminary drawing set for chemical monitoring and feed station site layout, piping connection to the proposed transmission main, and site utilities. Submittal will also include building plan, elevation, and section drawings. Consultant will design a building, with a similar architectural treatment as planned for the metering stations. Based on our preliminary analysis, the building will be approximately 25-feet by 25-feet and include an area disinfection chemical storage, feed equipment and associated controls. A meter vault will be located onsite for installation of a mag-meter for chemical pacing and flow data. It is anticipated this design package as described will have a total of Sixteen (16) drawings.

- 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Conceptual detail drawings will be provided and discussed.
 - 4) Provide preliminary specifications index.
 - 5) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 6) Perform two geotechnical boring and logs up to 30 feet deep to augment geotechnical information collected during the transmission main geotechnical investigations.
 - 7) Compile an inventory of the trees planned for removal or pruning due to construction.
 - 8) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are included in this proposal.
- e. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set including chemical monitoring and feed station elements and requirements for construction. Include any revisions required via field investigation. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan, if required; draft site plan including existing underground utilities; detailed civil, structural, mechanical, piping, architectural, electrical, landscaping, and control drawings. Draft specifications, including general requirements and technical specifications.
 - 2) Prepare detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC.

- 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- f. 90% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare prefinal plan set and final draft mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk thru with DWC and/or WaterLink Communities.
 - g. 100% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
 - h. QC to be provided by SCI & REL.
9. Task 9 – Permitting:
- Approvals and Authorizations: Consultant will assist DWC in obtaining the following approvals, permits, and authorizations:
- a. IEPA Permit Coordination: Prepare the required documentation for signature by DWC and meet with the Agency to assist the procurement of Project permits as further describe in the preceding section.
 - b. IDOT and other highway/roadway authorities – Naperville, Kendall County, Will County, DuPage County, and various Townships
 - c. USACE – wetlands and Fox River crossing.

- d. IDNR – Fox River, other stream crossings > 1 square mile watershed.
- e. Railroads – CNRR, ILRW and BNSF.
- f. Commission will pay required permit fees via WaterLink escrow account.

10. Task 10 – Bidding Assistance and Contractor Selection:

- a. Provide bid assistance, including contractor identification, solicitation, qualification, bid review, responses to RFI information, attendance to pre-bid meetings and bid opening meetings, review and evaluation of bid proposals, and attendance and presentation at DWC Board meetings, as well as WaterLink community public meeting, if requested.
- b. Assemble and provide up to six (6) bid packages.
- c. Attend and assist in leading up to six (6) pre-bid meeting. Prepare agenda and meeting minute notes summarizing each meeting.
- d. Addenda Preparation Assistance: Assist with responses to bidders' questions during the bid period. Assist in preparation of necessary addenda.
- e. Bid Review Assistance: Assist in evaluation of bids and make recommendation of award of contract at Board meeting.
- f. Conformed Contract Documents: Prepare conformed construction documents that incorporate modifications to the drawings and specifications included in Addenda issued during the Bidding Phase.

END OF BASIC SERVICES

B. Phase II Additional Services:

1. Task 1 – Survey Services (REL Lead)

- a. The intent of this work is to augment available paper records, GIS, utility and aerial photogrammetric information with on the ground field measurements of physical features for the purpose of confirming information to the level of accuracy needed for construction drawings. Due to the desired project design time frame, and challenges associated with collecting aerial LiDAR data during the summer months, Phase I route alignment studies utilized primarily GIS aerial and contour data supplemented by certain specific ground survey data collection at key locations and utility company data of varying precision levels. Phase II drawings will primarily utilize aerial LIDAR data collected in December 2023, supplemented by detailed ground survey efforts summarized in the following paragraphs.

- b. Collection of rim/invert data at approximately 1,800 utility structures along the watermain route to allow for the development of accurate final design of the project improvements.
 - c. Complete topographic survey data collection in those areas along the 31-mile route that were unable to be collected via aerial LIDAR in Phase I due to tree cover or other obstacles.
 - d. Complete topographic survey data collection at seven (7) proposed metering stations and one (1) chlorine treatment building for purposes of preparing detailed site plans for these facilities. The chlorine treatment site will also include a formal boundary survey and order of title commitment for use in the acquisition of real estate for this facility.
 - e. Combine data, including GIS contour data from DuPage, Kendall, and Will Counties, supplemental topographic, rim/invert, SUE/potholing and utility data from various sources, GNSS/GPS and terrestrial, within Autodesk Civil 3D base CAD files and construct a triangulated irregular network (TIN) model across the project length to be able to generate proposed 1"=50' plan and profile sheets on a consistent and unified vertical and horizontal datum. TIN model will also allow for 3-D utility modeling at specific locations to verify proposed water main elevations. Identification of property corner details for purposes of right-of-way verification and/or future easement acquisition will be completed as determined by Consultant. The estimated length of plan/profile sheets across two final route alignments is 35 miles (200 total sheets).
 - f. Arborist
 - 1) Provide the services of an Illinois Certified Arborist to identify trees that will need protection during construction.
 - 2) Identify the form of protection to be provided for individual trees.
 - 3) Provide construction details for needed means of protection for incorporation into the water transmission system drawings.
2. Task 2 – Geotechnical and CCDD Services (REL Lead)
- a. Provide up to 200 soil borings at approximately 1,000-foot intervals along entire route, and on both sides of 10 remaining tunnel crossings (e.g., crossings of IDOT highways, Fox River, etc.), not completed during Phase I. This work will also include field staking of all boring locations and correlating elevation data at boring locations with Survey data in Task 5
 - b. Conduct a preliminary Clean Construction/Demolition Debris (CCDD) sampling and testing evaluation during the advancement of

approximately 75 geotechnical soil borings to identify potentially clean and potentially contaminated areas along the proposed water main project area. Collect soil samples during the boring operation for testing. Note: Per ComEd, no CCDD investigations will be performed within ComEd right-of-way. Collected soil samples will be submitted to an accredited laboratory with a standard turnaround time for analytical testing results. The testing parameters in the identified PIP project areas will include VOCs, SVOCs, RCRA 8 Total Metals, pH and possibly TCLP or SPLP testing on 7 of the 8 RCRA metals, as determined necessary by Consultant.

- c. Prepare five (5) geotechnical reports including all boring logs outlining the findings of the sample program, signed, and sealed by an Illinois registered professional engineer. These reports will be structured to include all locations within the four respective transmission main construction contracts and the one metering station contract, in order to make them for use by bidders on each construction package.
- d. Prepare five (5) environmental reports summarizing laboratory results and CCDD construction recommendations of the sample program, prepared by an experienced senior scientist. These reports will be structured to include all locations within the four respective transmission main construction contracts and the one metering station contract, in order to make them readily usable by bidders on each construction package.

3. Task 3 – Subsurface Engineering (SUE) (REL Lead)

- a. Provide SUE services field surveys along approximately 25 miles of the pipeline route within urbanized areas expected to have the most utilities impacting the proposed water transmission main construction to verify other utility (gas pipelines, oil pipelines, fiber optic lines, telecommunication lines, etc.) elevations, together with design JULIE locates at key crossings would be performed. This effort would supplement aerial LIDAR and field elevation data to be collected and combined into the project base CAD files. Specific spot SUE field surveys within approximately 6 miles of rural areas will also be performed on an as needed basis.
- b. Provide up to 200 utility potholing and associated grass and pavement restoration. Potholes and/or vacuum excavations at key utility crossing locations to be performed by a local contractor. Relevant utility conflicts will be identified and assessed early on during the design effort. This effort also includes field staking of potholing locations, obtaining elevation data for excavated utilities, and adding them to 3D utility model.

4. Task 4 – Right-of-Way / Easement Acquisition (REL Lead)
 - a. Manage the solicitation, documentation, and ultimate purchase/assembly of the identified easements from Phase I in conjunction with DWC Staff.
 - b. Obtain and manage up to 20 additional title commitments as may be required due to potential route changes.
 - c. Prepare plats of easement with associated legal descriptions for approximately 150 parcels along proposed water transmission main route as identified during Phase I. Plats and legal descriptions to be signed and sealed by registered Illinois Professional Land Surveyor.
 - d. Assist DWC to acquire properties and easements utilizing professional acquisition services applicable to federally funded projects including certified appraisals, review appraisals and negotiations as may be applicable. Needed property shall be acquired by fee simple, dedication, temporary/permanent easement, or temporary use permit as determined by DWC and design team.
 - e. Make determinations of appraised fair market value in accordance with the IDOT Land Acquisition Policies and Procedures Manual (LAPPM) and the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). An Appraisal Review Certification shall be prepared for review appraisals by the Review Appraiser in accordance with the Yellow Book and LAPPM.
 - f. Act as DWC representative with affected property owners in leading land acquisition negotiations. The Negotiator will work with the design team and DWC staff to develop schedules, maintain communications and provide progress reports throughout the project.
 - g. Provide necessary documentation for eminent domain action by DWC for parcels unable to reach negotiated settlements, and coordinate with DWC attorneys as may be needed.
 - h. Provide title review and an attorney’s approval letter for each affected parcel.
 - i. Attend real estate closings for each acquired parcel.
5. Task 5 – Phase I Environmental Site Assessment (ESA) (SCI Lead)
 - a. Complete and update a Phase I ESA along the 31-mile route in accordance with the American Society for Testing and Materials (ASTM) Practice E1527-21. The purpose of the Phase I ESA is to identify the presence or absence of Recognized Environmental Conditions (RECs) as defined by the standard.

- b. The Phase I ESA process includes a search of standard historical sources (e.g., aerial photographs, topographic maps, and historical fire insurance maps), a review of federal and state environmental databases, interviews with past and present owners, operators, and occupants of the site, and an on-site reconnaissance to determine the presence or absence of RECs.
 - c. Visit the sites to examine and document the current uses and conditions. Seek owners to ask pertinent questions, including those outlined as user responsibilities on the questionnaire in ASTM E1527-21. A title search is not part of this scope of services.
 - d. Make reasonable attempt to conduct interviews with the current owner, available past owners, and occupants, state and local regulators, the local fire department, and other persons or agencies that may have knowledge of current or historical environmental conditions at the site.
6. Task 6 – Wetland Delineation (SCI Lead)
- a. Under Phase I, the ComEd corridor was visited and studied to complete the necessary ComEd checklists. Under Phase II, the wetlands study will be updated and completed based on the final alignment. Impacted areas will be evaluated for the presence of wetlands and other Waters of the United States (WOTUS). This information will be used to avoid and/or minimize impacts to WOTUS and other areas of special concern. To minimize the amount of field, work necessary, a desktop review of the area will be performed prior to the site visit. This will involve gathering background information pertaining to the site such as local soil survey data, previously performed wetland delineations (if available), and National Wetland Inventory (NWI) maps.
 - b. Delineation of the Site will be done in accordance with USACE 1987 Manual and the August 2010 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region and will take place within the USACE recognized wetland growing season. The wetland delineation will be based on soil composition, hydrology of the site, and vegetation present at the time of the site visit. Observations will be documented on approved USACE data forms and included in the final report. If wetlands are found to exist within project boundaries, their limits will be recorded using a handheld GPS device for use in Arc GIS software and added to the plan and profile sheets as applicable. It is assumed that consultant personnel will be granted access to the property, and that project personnel will be available to answer questions prior to, during, and/or following site reconnaissance activities.

7. Task 7 – Phase I Archaeology and Cultural (SCI Lead)
 - a. Complete cultural study based on final alignment. The primary objective of a Phase I cultural resources survey is to identify and record all cultural resources within a project area. Cultural resources can include prehistoric Native American habitation sites, historical farmstead sites, standing structures, or other man-made features such as earthworks, old roadbeds, or cemeteries. The study will also detail avoidance and minimization measures identified in consultation with the State Historic Preservation (SHPO) and/or Tribal Historic Preservation Officer (THPO).
 - b. Perform Phase I archaeology study due to proximity of the alignment to cemeteries. For Phase I surveys, portions of a survey area must be examined by systematic shovel testing whenever possible, in combination with systematic pedestrian survey, and/or additional techniques such as augering, coring, soil probes, or mechanically excavated trenching, depending upon the surface conditions and potential for deeply buried archaeological sites.
8. Task 8 – Special Species Survey (SCI Lead)
 - a. Construction disruption to land may also disturb the native habitat on the site. Given this possibility, WIFIA funding requires a Threatened, Endangered, and Special-Status Species Survey to determine if the proposed alignment serves as a habitat for one of these protected species. Both desktop and fieldwork will be performed to identify and map special status habitats. Should a habitat be identified, additional survey to determine breeding and spawning seasons, migration, growth and propagation and activity periods.
9. Task 9 – WIFIA PEA Checklist (SCI Lead)
 - a. The Programmatic Environmental Assessment (PEA) Environmental Questionnaire helps verify the applicability of the PEA for a Water Infrastructure Finance and Innovation Act (WIFIA)-funded project. Compliance with other federal and state environmental laws and regulations is required, as appropriate and applicable. The WIFIA PEA Checklist will be utilized by EPA to determine on Categorical Exclusion for the project.
 - b. Tasks 5-8 above are required as part of the WIFIA PEA Checklist. The Checklist also included additional research and studies including impacts to biological resources, geology and soils, socioeconomic and environmental justice, land use, transportation and traffic, utilities and community services, air quality, human health and safety, impacts from noise and vibration and hazardous and toxic materials and waste.

10. Task 10 – Supplemental Hydraulic Modeling (SCI Lead)
 - a. Supplemental hydraulic modeling will be performed on an additional service basis. This task is to study and evaluate pipeline sizes, pressure, hydraulic grade lines, and velocities based on final water demand requests for non-WaterLink customers or on an as-needed basis by the Commission.
 - b. DWC will assist in information transfer from the requesting customer.
 - c. The existing Innovyze InfoWater model will be used for these evaluations.
 - d. Reconfirm existing data points in the model such as elevations and pressures and add/modify determined elevations, fittings, valves, segment lengths, discharge locations, and flow rates along the route that may impact system operations.
 - e. Summarize findings in a technical memorandum to the Commission.
11. Task 11 – Cathodic Protection Design & Field Investigation (LAN Lead)
 - a. Perform electromagnetic conductivity survey of the existing soil along the entire pipeline alignment.
 - b. Changes in soil resistivity will be confirmed and measured using the Wenner Four Pin Method, and upon analyzing the soil resistivity data, recommendations for further soil testing will be provided to the Geotechnical Engineer.
 - c. Prepare a cathodic protection memorandum in coordination with pipe materials memorandum, outlining the various design requirements for pipe materials proposed for consideration.
 - d. Determine if soil conditions and potentials are corrosive to metallic structures.
 - e. Evaluate areas along the route for stray current sources.
 - f. Design piping system for continuity and isolation.
 - g. Estimate current requirement for cathodic protection system and design cathodic protection system to meet demands.
 - h. Prepare cathodic protection details and technical specifications for inclusion in the contract documents.
 - i. Four trips (4) for professional corrosion engineer to visit site.
 - j. Does not include induced AC current mitigation design.

12. Task 12 – Additional Bid Package Allowance (by Authorization Only)
 - a. Allowance to split Transmission Main Design Package No. 1 under Task 3 Basic Services into two (2) separate bid packages to allow for pipeline and associated restoration along Book Rd to be constructed separately. This portion of the project has no easement acquisition required from private land owners, so prioritizing this segment may prove beneficial to the overall project schedule.
 - b. This task will only be used with authorization from DWC.
13. Task 13 – Owner Design Contingency Allowance (by Authorization Only)
 - a. Allowance to cover changes in project scope.
 - b. This task will only be used with authorization from DWC.

END OF ADDITIONAL SERVICES

4.0 Commencement Date: Effective Date of This Task Order

5.0 Schedule Dates for Phase II Services:

- A. Begin – 5/1/2024
- B. Submit Final Plans and Specifications – 5/1/2025
- C. Bidding and Contractor NTP – 5/16/2025 through 10/27/2025

6.0 Key Project Personnel:

Lockwood, Andrews & Newnam, Inc.	Stanley Consultants, Inc.	Robinson Engineering Ltd.
Warren Green, PE Project Director	Kate Despinoy, PE Project Manager	Aaron Fundich, PE Project Manager
Ozzie Garza, PE Project Manager	Larry Thomas, PE Quality Control	Jennifer Prinz, PE Quality Control
Jeremy Nakashima, PE Quality Control	Michael Colby, PE Hydraulic Modeling	Dave Barnas, PE Constructability Review
Greg Henry, PE Tunnel Engineering	Patrick Haney, PE Pipeline Engineering	Tom Nagle, PE Pipeline Engineering
Christine Kirby, PE Coatings & Linings	Jared Hamilton, PE Constructability Review	Randall Gann, PLS Surveying
Mike Quinnell, PE Process Engineer	Brian Degen, PE, SE Structural Engineer	William Dolan, PE Transportation
Ben McCray, PE Corrosion Engineer	Chad Chamberlain, RA, NCARD Architect	John Hislen, PE Civil Design
Jeff Hansen, PE Pipeline Engineer		Paul Ruscko, PE Project Manager
Bob Card, PE Pipe Design		
Jim Dean, PE Electrical/Mechanical Engineer		

7.0 Contract Price:

We propose that our fees for this Phase II work (including reimbursable expenses) will be Nineteen Million, Nine Hundred Fifty-Six Thousand, Nine Hundred Forty-Two Dollars (\$19,956,942) which will not be exceeded without written authorization from the Commission.

See Attached Tables for Breakdown

Payments:

The fees for the Basic Services shall be based on a lump sum basis for the scope of work as described in the preceding sections. This fee shall not be changed unless there is a change in the scope of services and the Commission authorizes the change in scope and associated fee.

The proposed fees for the Additional Services are a Not-to Exceed amount and will be billed based on our contract price for providing, performing, and completing each phase of services. Fee will be based on an amount that includes labor costs plus an amount equal to the actual costs of all reimbursable expenses including specialized sub-consultants.

“Reimbursable” or “reimbursable expense” shall be defined as a cost incurred by the Consultant in performing services on the Project, beyond the standard labor and overhead costs otherwise outlined in the Master Agreement and shall be applicable individually to any Work Order, Authorization or Notice-to-Proceed issued under such Master Agreement. Reimbursables include costs incurred in relation to:

- A. Transportation and authorized out-of-town travel and subsistence.
- B. Fees paid for assisting in obtaining the approval of authorities having jurisdiction over the Project.
- C. Printing, reproductions, plots, standard form documents.
- D. Postage, handling, and delivery.
- E. Expense of overtime work requiring higher than regular rates, if authorized in advance.
- F. Renderings, models, mock-ups, professional photography, and presentation materials requested.
- G. Site office expenses. (not required for Phase II)
- H. Other similar Project-related expenses.

The list above is not intended to be exhaustive. Other Project-related costs incurred by Consultant that do not appear on the list above, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

Modifications to Contract: None

Attachments: Exhibit B – Level of Effort
Exhibit C – Preliminary Cash Flow/Invoicing Forecast
Exhibit D – Project Schedule

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 _____, 2024.

DuPage Water Commission

By: _____

Paul D. May, PE

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE

Title: General Manager

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

E-mail Address: may@dpwc.org

Phone: (630) 834-0100 Fax: (630) 834-0120

Lockwood, Andrews & Newnam, Inc.

By: _____

J. Warren Green, PE

Vice President/Chief Engineer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green, PE

Title: Vice President, Chief Engineer

Address: 18W140 Butterfield Road, Suite 920, Oakbrook Terrace, IL 60181

E-mail Address: jwgreen@lan-inc.com

Phone: 630-918-2494

**Exhibit B
Level of Effort - Phase II Services
DuPage Water Commission
WaterLink Extension**

NO.	TASK DESCRIPTION	PRINCIPAL / PROJECT DIRECTOR	SENIOR PM	PM	SENIOR ENGINEER/ SME	ENGINEER VII	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	ENGINEER II	ENGINEER I	SENIOR DESIGNER	CADD DESIGNER	GIS COORDINATOR	GIS DEVELOPER	FIELD SUPERINTENDENT	CHIEF LAND SURVEYOR	LAND SURVEYOR	PROJECT CONTROLS ADMINISTRATOR	ADMIN. ASSISTANT	TOTAL HOURS	TOTAL FEE
		BILLING RATE RANGE	\$415 to \$368	\$350 to \$300	\$262 to \$202	\$395 to \$315	\$325 to \$285	\$268 to \$237	\$250 to \$190	\$200 to \$172	\$170 to \$160	\$150 to \$148	\$140 to \$130	\$210 to \$202	\$175 to \$126	\$211 to \$201	\$184 to \$175	\$236 to \$225	\$215	\$162	\$198 to \$180	\$124 to \$110	
1.0	Project Management	406	544	1080	164	0	130	0	0	240	0	0	120	0	80	0	92	172	0	230	0	3258	\$850,704
2.0	Project Coordination & Meetings	420	175	768	76	0	180	0	64	290	40	80	80	0	0	40	40	80	0	116	0	2449	\$612,738
3.0	Transmission Main Design Package 1	49	338	756	812	350	1278	1578	1052	1580	1220	1220	2134	2840	0	160	0	24	0	120	68	15579	\$3,083,915
4.0	Transmission Main Design Package 2	257	1398	128	1300	16	30	158	630	2184	0	1224	724	2580	0	0	80	64	0	0	0	10849	\$1,998,429
5.0	Transmission Main Design Package 3	27	126	408	452	320	174	220	720	336	500	480	792	894	0	160	0	0	0	0	0	5705	\$1,167,503
6.0	Transmission Main Design Package 4	124	454	1580	1004	300	430	512	412	3120	0	2068	1420	3104	0	0	0	0	0	192	24	14744	\$2,899,230
7.0	Metering Station Design Package	100	156	106	240	210	160	100	0	552	0	0	144	1046	24	0	0	0	0	0	64	2902	\$555,546
8.0	Chemical Feed Building Design Package	10	24	50	36	80	156	100	0	168	0	0	10	320	2	0	2	16	0	0	12	986	\$189,126
9.0	Permitting	92	224	466	264	60	0	296	80	336	120	340	0	120	0	0	0	8	0	0	0	2482	\$529,820
10.0	Bidding Assistance and Contractor Selection	96	184	262	160	24	116	152	0	376	120	436	128	192	4	32	0	0	0	76	112	2470	\$511,184
TOTAL HOURS		1581	3623	5604	4508	1360	2654	3116	2958	9182	2000	5848	5552	11096	110	392	214	364	0	870	392	61424	
TOTAL FEES		\$540,195	\$988,398	\$1,531,472	\$1,402,860	\$412,840	\$615,210	\$680,550	\$526,200	\$1,466,388	\$300,000	\$777,568	\$1,157,104	\$1,572,550	\$22,110	\$71,840	\$48,150	\$78,260	\$0	\$161,940	\$44,560		\$12,398,195
TOTAL BASIC SERVICES LUMP SUM FEE																						\$ 12,398,195	

Additional Services (Not-to-Exceed)	Subtotal
Task 1 & 3 - Survey / SUE / Potholing / Existing Conditions CADD (REL)	\$ 2,048,375
Task 2 - Geotechnical & CCDD Investigations (REL)	\$ 1,349,575
Task 4 - ROW / Easement Acquisition Services (REL)	\$ 1,806,275
Task 5 - Phase 1 ESA (SCI)	\$ 47,880
Task 6 - Wetlands Delineation (SCI)	\$ 47,700
Task 7 - Cultural/Archaeology (SCI)	\$ 111,022
Task 8 - Special Species (SCI)	\$ 44,300
Task 9 - WIFIA PEA Checklist (SCI)	\$ 72,600
Task 10 - Supplemental Hydraulic Modeling (SCI)	\$ 50,020
Task 11 - Cathodic Protection Design and Field Investigation (LAN)	\$ 775,000
Task 12 - Additional Bid Package Allowance (by Authorization Only)	\$ 85,000
Task 13 - Owner Design Contingency Allowance (by Authorization Only)	\$ 1,000,000
TOTAL	\$ 7,437,747

Basic Services Reimbursable Expenses (Estimated)	Subtotal
Expense Allowance	\$ 121,000
TOTAL	\$ 121,000

TOTAL PHASE II SERVICES FEE	\$ 19,956,942
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Exhibit C
Preliminary Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension

Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
Basic Services	\$ 876,344	\$ 876,344	\$ 876,344	\$ 876,344	\$ 1,001,536	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,001,536	\$ 1,001,536	\$ 751,152	\$ 250,384	\$ 125,192	\$ 125,192	\$ 125,192	\$ 125,192
Additional Services	\$ 864,266	\$ 1,337,587	\$ 1,209,473	\$ 847,300	\$ 426,433	\$ 290,744	\$ 225,124	\$ 207,982	\$ 330,058	\$ 318,851	\$ 309,854	\$ 322,020	\$ 210,726	\$ 178,750	\$ 178,750	\$ 179,830	\$ -
SUBTOTAL	\$ 1,740,610	\$ 2,213,930	\$ 2,085,816	\$ 1,723,644	\$ 1,427,968	\$ 1,417,471	\$ 1,351,851	\$ 1,334,710	\$ 1,456,785	\$ 1,320,387	\$ 1,311,389	\$ 1,073,172	\$ 461,110	\$ 303,942	\$ 303,942	\$ 305,022	\$ 125,192
	\$7,764,000				\$5,532,000				\$6,660,942								

TOTAL PHASE II SERVICES FEE **\$ 19,956,942**

EXHIBIT D

DuPage Water Commission
WaterLink Extension
Project Schedule

ID	Task Name	Duration	Start	Finish	2024				2025				2026				2027				2028		
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
1	EASEMENT ACQUISITION	456 days	Wed 5/1/24	Thu 7/31/25	5/1																		
2	PHASE II FINAL DESIGN	365 days	Wed 5/1/24	Thu 5/1/25	5/1																		
3	Notice to Proceed	0 days	Wed 5/1/24	Wed 5/1/24	5/1																		
4	Phase II Final Design	365 days	Wed 5/1/24	Thu 5/1/25	5/1																		
5	Submit Permit Applications	0 days	Fri 1/31/25	Fri 1/31/25						1/31													
6	Construction Permits and Approvals	90 days	Fri 1/31/25	Thu 5/1/25						1/31													
7	CONSTRUCTION FUNDING	0 days	Thu 5/1/25	Thu 5/1/25						5/1													
8	Construction Funding Finalized	0 days	Thu 5/1/25	Thu 5/1/25						5/1													
9	BIDDING PHASE	90 days	Thu 5/15/25	Wed 8/13/25																			
10	Segment 1 Advertise	0 days	Fri 5/16/25	Fri 5/16/25																			
11	Segment 2 Advertise	0 days	Fri 6/20/25	Fri 6/20/25																			
12	Segment 3 Advertise	0 days	Fri 7/25/25	Fri 7/25/25																			
13	Segment 4 Advertise	0 days	Fri 8/29/25	Fri 8/29/25																			
14	CONSTRUCTION PHASE	835 days	Mon 7/14/25	Wed 10/27/27																			
15	Segment 1 Construction	730 days	Mon 7/14/25	Wed 7/14/27																			
16	Segment 2 Construction	730 days	Mon 8/18/25	Wed 8/18/27																			
17	Segment 3 Construction	730 days	Mon 9/29/25	Wed 9/29/27																			
18	Segment 4 Construction	730 days	Mon 10/27/25	Wed 10/27/27																			
19	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																			
20	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																	4/3		