



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, JANUARY 16, 2020
6:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

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

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

RECOMMENDED MOTION: To approve the Minutes of the November 21, 2019 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-1-20:** Authorization for General Manager to Execute a Three (3) Year Janitorial Services Contract for Periodic Janitorial Services at the DuPage Pumping Station (**Multisystem Management Company – Estimated Cost of \$79,056.00**)
- V. **R-2-20:** A Resolution Approving and Authorizing the Execution of a Two-Year Contract Extension for Electrical Supply (**Constellation Energy Services-Estimated Annual Savings of \$87,500.00**)
- VI. **R-3-20:** A Resolution Awarding a Contract for the Construction of Tank Site Improvements for the DuPage Water Commission (Contract SS-9/19) (**Rossi Contractors - \$1,337,200.00**)
- VII. **R-4-20:** A Resolution Approving the Contract Extension of the Contract for Soils and Materials Testing Services (Contract MT-11/18) (**CGMT, Inc. – No Cost This Action**)
- VIII. **R-5-20:** A Resolution Approving a First Amendment to Task Order No. 3 under a Master Contract with Strand Associates, Inc. (**Increase Not-To-Exceed Costs by \$9,500.00**)

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

- IX. **R-6-20:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 **(WAO No. 16 – Volt Electric, Inc. – Estimated Cost of \$1,353.00)**
- X. **R-7-20** A Resolution Approving Task Order No. 2 under a Master Contract with Baxter & Woodman, Inc. for the Design and Implementation of a Cellular Backup System for SCADA Data. **(Estimated Cost of \$42,300.00)**
- XI. **R-8-20** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 **(WAO No. 15 – John Neri Construction, Inc. – Estimated Cost of \$20,000.00)**
- XII. Old Business
- XIII. Other
- XIV. Adjournment

**MINUTES OF THE MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, NOVEMBER 21, 2019
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

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

Committee members absent: None

Also in attendance: C. Bostick, D. Cuvalo, E. Kazmierczak, J. Schori, J. Spatz, and A. Stark.

Commissioner Bouckaert moved to approve the Minutes of the October 17, 2019 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Novotny unanimously approved by a roll vote.

Ayes: D. Bouckaert, J. Fennell, D. Novotny, F. Saverino and J. Zay

Nays: None

Absent None

Regarding Operations Maintenance, Facilities Construction Supervisor Bostick advised the Committee that no bids were received for the Contract for a 36-Month Maintenance, Parts and Repair Service for Large Electric Motors. Facilities Construction Supervisor Bostick advised that after receiving feedback from the firms that held the bidding documents as to why no bids were submitted, Staff is working towards finding alternate solutions to be able to procure a long-term contract with a qualified firm to provide the necessary services.

Regarding R-44-19, Facilities Construction Supervisor Bostick advised the Committee that the current Quick Response Electrical Contract (QRE-8/17) expires on December 31st and since both of the QRE contractors have performed favorably, Staff is recommending exercising the rights to extend the QRE-8/17 contract for one (1) additional year.

Regarding R-45-19, Facilities Construction Supervisor Bostick advised the Committee that QRE Contract Work Authorization Order No. 015 is on the agenda for ratification since the work had been performed. Facilities Construction Supervisor Bostick advised the Committee that work performed was necessary to improve communications and billing data for several metering stations.

Regarding R-47-19, Facilities Construction Supervisor Bostick advised the Committee that The Illinois Tollway Authority had contacted Staff regarding a future expansion project that will affect Commission transmission mains, where staff needed to engage AECOM Technical Services in short order to review DWC documentation and provide opinion as to the potential impacts the Tollway project may have on the Commission's pipes. General Manager Spatz provided a chronology of events leading up to the engagement of AECOM, and some preliminary findings which have been relayed by AECOM. General Manager Spatz also indicated the major financial impacts that may be realized by the Commission from construction necessary in order to remediate the potential impacts.

Engineering Committee Minutes 11/21/2019

Regarding R-48-19, Facilities Construction Supervisor Bostick advised the Committee that the 1st Amendment to Task Order No. 1 with CDM Smith, Inc. is addressing design changes requested by Staff which includes masonry redesign, footing drain systems, lighting and sidewalks.

Facilities Construction Supervisor Bostick advised the Committee the bid opening for the Contract for the Construction of DuPage Pump Station Sodium Hypochlorite System Improvements (Contract PSD-8/19) was held on November 6th and R-46-19 recommends the award of the contract to Independent Mechanical Industries, Inc. in the Lump Sum amount of \$864,200.00.

Facilities Construction Supervisor Bostick advised the Committee the bid opening for the Contract for the Construction of Tank Site Improvements (Contract SS-9/19) was held on November 20th, the bids received were under review and the award of a contract is tentatively scheduled for the December Commission meeting.

Facilities Construction Supervisor Bostick advised the Committee that a request for Board Action appears on the agenda seeking permission for the General Manager to execute an extension of the current Electrical Supply Agreement, with Constellation Energy Services, when pricing becomes the most advantageous for the Commission.

Chairman Fennell inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2 through 7 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Novotny and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, J. Fennell, D. Novotny, F. Saverino and J. Zay

Nays: None

Absent None

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

Commissioner Saverino inquired as to the current level of Lake Michigan and any impact to the Commission. Coordinating Engineer Stark relayed some history from his time working for the City of Chicago, including previous issues encountered with elevated Lake Michigan levels and the improvements the City undertook to lessen impacts from future high water levels.

With no other items coming before the Committee, Commissioner Saverino moved to adjourn the meeting at 6:17 P.M. Motion seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, J. Fennell, D. Novotny, F. Saverino and J. Zay

Nays: None

Absent None



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed
Operations Supervisor

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Alan Stark	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer

DATE: December 11, 2019

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of November were a total of 1.93 billion gallons. This represents an average day demand of 64.3 million gallons per day (MGD), which is higher than the November 2018 average day demand of 61.9 MGD. The maximum day demand was 67.6 MGD recorded on November 04, 2019, which is higher than the November 2018 maximum day demand of 66.6 MGD. The minimum day flow was 60.4 MGD.

The Commission's recorded total precipitation for the month of November was .62 inches compared to .61 inches for November 2019. The level of Lake Michigan for November 2019 is 581.65 (Feet IGLD 1985) compared to 580.25 (Feet IGLD 1985) for November of 2018.

Water Conservation

Update: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. All underground work, including the installation of the cistern, has been completed. Recently, two eagle scout candidates cleared evasive landscaping along the railroad tracks and installed a rain garden around the entrance of an existing storm drain. They are patiently waiting for the installation of permeable brick pavers, which is tentatively scheduled to start the week of December 9th. Of course, this

work is dependent on dry, not so cold weather. The brick installation will give them the ability to continue improving and use the Gardens in spring 2020. They already have several scouting troops and a middle school eco-club tentatively scheduled to visit the Gardens for education programming in spring. There is currently have a call out for contractors, residents, and local businesses interested in building and installing the entrance bridge, outdoor classroom pergola, and benches, and raised plant-beds.

Instrumentation / Remote Facilities Overview

Instrumentation staff continues with routine inspections and repairs of remote facilities.

Standpipe No. 3 was drained to replace the mixer motor. The tank is being disinfected prior to placing it back in service.

Pipeline Maintenance and Construction Overview

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

Work under Contract VSR-2/19 (Fabrication of Valve Stem Risers) is ongoing. The physical Installation work will begin Spring of 2020.

Capital Improvement Program

The Contract for the Construction of DuPage Pump Station Sodium Hypochlorite System Improvements (Contract PSD-8/19) has been executed. The Contract Completion Date is September 28, 2020; however, staff is anticipating project completion in advance of that date. The project includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions.

The bid opening for the Contract for the Construction of Tank Site Improvements (Contract SS-9/19) was held on November 20th. Award of a contract is tentatively scheduled for January 20, 2020. The project includes replacement and safety upgrading of control vault structures, improvement overland drainage, rehabilitation and improvement security fencing and the rehabilitation and addition of paved surfaces.

Attachments

1. DuPage Laboratory Bench Sheets for November 2019
2. Water Sales Analysis 01-May-2016 to 31-November- 2019
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2019/191211.docx>

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Nov-19

PER DAY AVERAGE 78,769,767

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,846,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,254.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,786.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,662,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,367.64	\$9,189,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
TOTALS (1)	793,605,398,798	816,454,469,025	97.20%	\$1,689,339,185.48	\$1,511,582,032.28	821,272,359	0.10%	97.30%	\$2.13	\$1.851

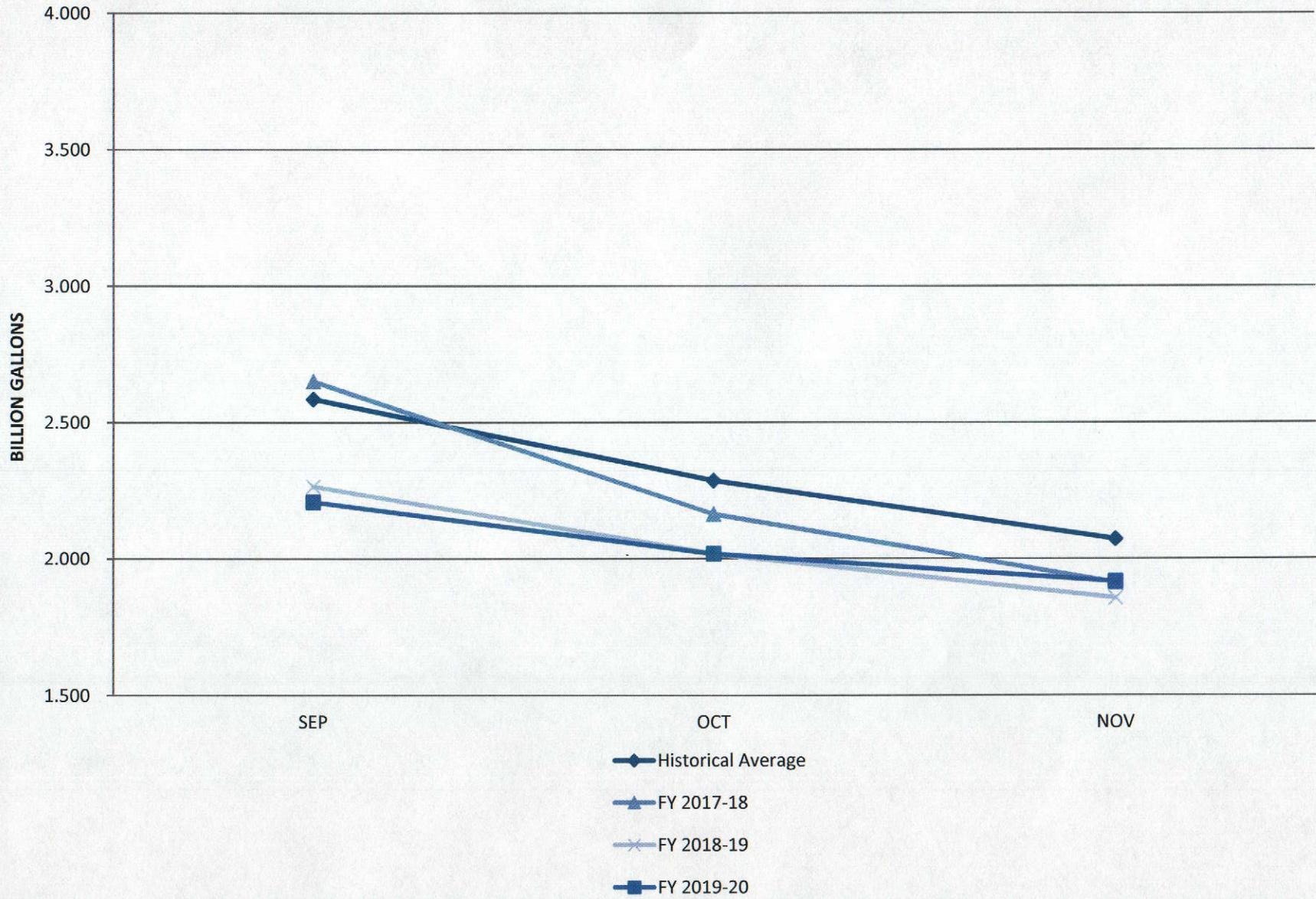
(1) - SINCE MAY 1, 1992

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

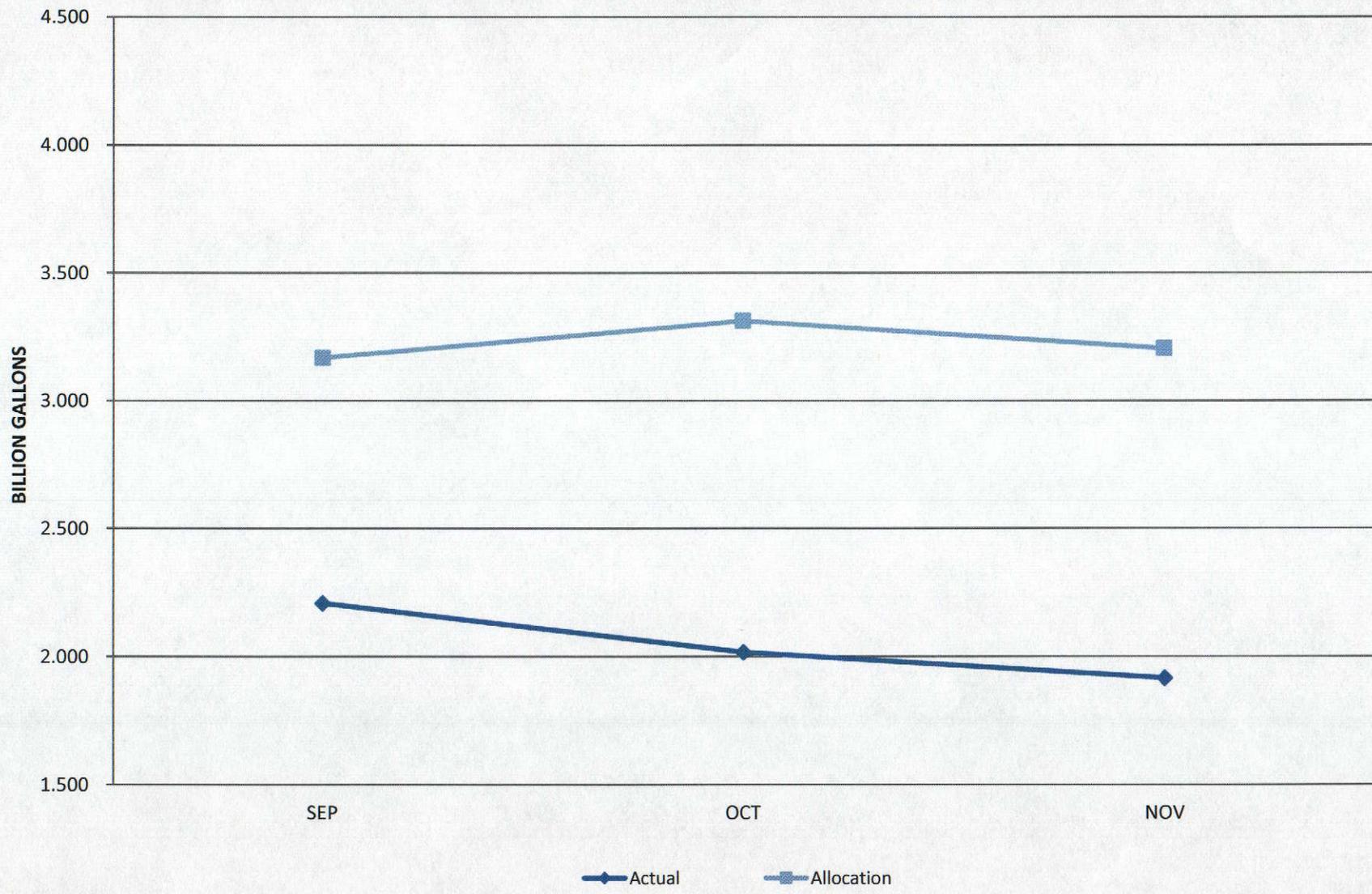
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Nov-18	16,013,097,000	16,593,037,636	96.50%	79,104,699	65,284,680				\$4.94	\$3.934
Nov-19	15,685,946,000	16,170,521,203	97.00%	77,959,152	64,209,086				\$4.97	\$3.971
	(327,151,000)	(422,516,433)		(\$1,145,548)	(\$1,075,574)					
	-2.0%	-2.5%		-1.4%	-1.6%					
Month										
Nov-18	1,855,424,000	1,909,236,300	97.18%	9,165,795	7,528,119				\$4.94	\$3.943
Nov-19	1,915,266,000	1,976,465,358	96.90%	9,518,872	7,856,450				\$4.97	\$3.975
	59,842,000	67,229,058		\$353,077	\$328,331					
	3.2%	3.5%		3.9%	4.4%					
Nov>Oct										
	(101,179,000)	(108,284,514)		(502,860)	(430,431)					

DU PAGE WATER COMMISSION SALES FY 2019-20, 2018-19 & 2017-18 VS. HISTORICAL AVERAGE



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





DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed
Operations Supervisor *MW*

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Alan Stark	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer

DATE: January 8, 2020

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of December were a total of 2.00 billion gallons. This represents an average day demand of 64.6 million gallons per day (MGD), which is higher than the December 2018 average day demand of 62.4 MGD. The maximum day demand was 69.7 MGD recorded on December 02, 2019, which is higher than the December 2018 maximum day demand of 65.6 MGD. The minimum day flow was 59.3 MGD.

The Commission's recorded total precipitation for the month of December was .94 inches compared to 1.18 inches for December 2018. The level of Lake Michigan for December 2019 is 581.52 (Feet IGLD 1985) compared to 580.08 (Feet IGLD 1985) for December of 2018.

Operations Maintenance

Resolution R-1-20 appears on the agenda recommending award of a 3-year contract for Janitorial Services at the DuPage Water Commission for an estimated cost of \$79,056.00.

Resolution R-2-20 appears on the agenda Approving and Authorizing the Execution of a Contract Extension for Electrical Supply at the DuPage Water Commission.

Water Conservation

Update: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. All underground work, including the installation of the cistern, has been completed. The permeable brick paver installation was about 90% complete before the colder weather occurred. The brickwork will be finished in the spring. They are preparing to install the pergola (outdoor classroom), entry bridge, and landscaping in early summer. They already have several scouting troops and a middle school eco-club tentatively scheduled to visit the Gardens for education programming in spring.

Instrumentation / Remote Facilities Overview

Instrumentation staff continues with routine inspections and repairs of remote facilities.

Resolution R-6-20 appears on the agenda requesting approval of Work Authorization Order No. 016 under the Quick Response Electrical Contract QRE-8/17, to Volt Electric Inc. for the work necessary to relocate counters to the outside of control cabinets in the Reverse Current Switch building. This will allow staff to read the counters and replace when defective without opening the cabinets to be exposed to hazardous energy.

R-7-20 appears on the agenda to approve a Task Order for the design and implementation of a cellular backup system for SCADA data. Proposals were due January 7th. The project includes design, procurement of hardware, installation and training of staff to maintain and troubleshoot.

Pipeline Maintenance and Construction Overview

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

Work under Contract VSR-2/19 (Fabrication of Valve Stem Risers) is ongoing. Staff will begin installation work in the Spring of 2020.

Resolution R-8-20 appears on the Agenda as a Resolution Approving and Ratifying Work Authorization Order Number 15 under Quick Response Contract QR-11/17, to John Neri Construction Co., Inc., in the estimated amount of \$20,000.00, for exploratory excavation work at the intersection of 55th Street and Brookbank Road in the City of Downers Grove.

Capital Improvement Program

The Contract for the Construction of DuPage Pump Station Sodium Hypochlorite System Improvements (Contract PSD-8/19) is underway. The Contract Completion Date is September 28, 2020. The project includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions.

R-3-20 appears on the agenda to award a Contract for the Construction of Tank Site Improvements and Meter Station 26B (Contract SS-9/19). The bid opening held on November 20th. The project includes replacement and safety upgrading of control vault structures, improvement overland drainage, rehabilitation and improvement security fencing and the rehabilitation and addition of paved surfaces.

R-4-20 appears on the agenda seeking a one-year extension of Materials Testing Contract MT-11/18. Construction and Geotechnical Materials Testing, Inc. had performed satisfactorily for the Bartlett project and has agreed to hold their 2018 pricing through March of 2021.

R-5-20 appears on the agenda as the 1st Amendment to Task Order No. 3 with Strand Associates, Inc. The work includes the surveying and delineation of all properties that abut Tank Site No. 4 in Lisle Township. Some of the abutting properties are encroaching on Commission property and Staff is proposing surveying services to locate property corners, stake the property corners and provide sign posts to attach "no trespassing" signs along the Commission side of the property lines.

The SCADA Project is on schedule, the SCADA Draft Design Memo is being submitted by Carollo on Monday January 6th, 2020 for Commission review. Once reviewed Carollo will have roughly one month for revision before submitting the Final Design Memo. Once the Final Design Memo is accepted the project will proceed on schedule to the Detailed Design Phase.

The Water System Risk & Resilience Assessment Project is continuing with physical and cyber security evaluations that are almost complete that will be used in the final report due March 31, 2020, then followed by an updated Emergency Response Plan due September 30, 2020.

JANUARY 2020 COMMISSION AGENDA ITEMS:

- R-1-20:** Authorization for General Manager to Execute a Three (3) Year Janitorial Services Contract for Periodic Janitorial Services at the DuPage Pumping Station **(Multisystem Management Company – Estimated Cost of \$79,056.00)**
- R-2-20:** A Resolution Approving and Authorizing the Execution of a Two-Year Contract Extension for Electrical Supply **(Constellation Energy Services-Estimated Annual Savings of \$87,500.00)**
- R-3-20:** A Resolution Awarding a Contract for the Construction of Tank Site Improvements for the DuPage Water Commission (Contract SS-9/19) **(Rossi Contractors - \$1,337,200.00)**

- R-4-20:** A Resolution Approving the Contract Extension of the Contract for Soils and Materials Testing Services (Contract MT-11/18) **(CGMT, Inc. – No Cost This Action)**
- R-5-20:** A Resolution Approving a First Amendment to Task Order No. 3 under a Master Contract with Strand Associates, Inc. **(Increase Not-To-Exceed Costs by \$9,500.00)**
- R-6-20:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 **(WAO No. 16 – Volt Electric, Inc. – Estimated Cost of \$1,353.00)**
- R-7-20:** A Resolution Approving Task Order No. 2 under a Master Contract with Baxter & Woodman, Inc. for the design and implementation of a cellular backup system for SCADA data. **(Baxter & Woodman, Inc. – Estimated Cost of \$42,300.00)**
- R-8-20** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 **(WAO No. 15 – John Neri Construction, Inc. – Estimated Cost of \$20,000.00)**

Attachments

1. DuPage Laboratory Bench Sheets for December 2019
2. Water Sales Analysis 01-May-2016 to 31-December- 2019
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2020/200108.docx>

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
DECEMBER 2019

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	1.02	0.06	0.52	0.90	0.08	56	7.6	0.8	0.56	0	RC
2	1.05	0.06	0.57	0.87	0.09	56	7.7	0.8	0.56	0	CT
3	1.19	0.07	0.55	0.87	0.10	55	7.7	0.8	0.47	0	CT
4	0.99	0.07	0.50	1.00	0.08	55	7.7	0.8	0.51	0	RC
5	1.13	0.06	0.50	0.89	0.08	55	7.7	0.7	0.50	0	RC
6	1.05	0.07	0.53	0.96	0.08	55	7.6	0.8	0.49	0	RC
7	1.02	0.07	0.51	0.88	0.08	56	7.7	0.8	0.54	0	CT
8	1.17	0.06	0.58	0.94	0.08	55	7.7	0.8	0.60	0	CT
9	1.08	0.07	0.51	0.92	0.07	56	7.6	0.8	0.55	0	RC
10	0.98	0.07	0.54	0.92	0.07	55	7.7	0.7	0.52	0	RC
11	1.64	0.07	0.64	0.96	0.08	56	7.7	0.7	0.52	0	CT
12	1.05	0.11	0.69	1.11	0.10	56	7.6	0.8	0.53	0	CT
13	1.02	0.08	0.54	1.05	0.11	55	7.6	0.7	0.58	0	RC
14	1.00	0.07	0.58	0.93	0.10	58	7.7	0.8	0.63	0	RC
15	1.18	0.07	0.55	0.94	0.08	56	7.7	0.8	0.59	0	RC
16	1.05	0.07	0.47	0.95	0.08	54	7.7	0.7	0.54	0	CT
17	1.10	0.08	0.45	0.89	0.11	54	7.6	0.8	0.47	0	CT
18	1.05	0.08	0.46	1.00	0.11	55	7.7	0.8	0.55	0	RC
19	1.08	0.08	0.55	1.05	0.09	54	7.7	0.7	0.50	0	RC
20	1.03	0.07	0.46	1.03	0.09	55	7.6	0.8	0.51	0	RC
21	1.00	0.07	0.50	0.97	0.08	55	7.6	0.8	0.52	0	AM
22	1.10	0.07	0.52	0.94	0.09	53	7.5	0.7	0.48	0	AM
23	1.12	0.08	0.46	1.04	0.09	54	7.6	0.9	0.52	0	RC
24	1.05	0.07	0.48	1.05	0.08	53	7.7	0.8	0.48	0	RC
25	1.10	0.08	0.50	0.96	0.08	53	7.6	0.8	0.50	0	AM
26	1.00	0.07	0.51	0.94	0.08	53	7.6	0.9	0.51	0	AM
27	1.00	0.08	0.48	0.90	0.09	53	7.6	0.8	0.51	0	AM
28	1.00	0.07	0.52	0.91	0.08	53	7.7	0.8	0.52	0	KD
29	1.10	0.07	0.56	0.81	0.09	54	7.7	0.8	0.59	0	KD
30	1.00	0.08	0.51	0.83	0.09	53	7.6	0.7	0.52	0	AM
31	1.10	0.08	0.48	0.90	0.09	53	7.6	0.9	0.53	0	AM
AVG.	1.08	0.07	0.52	0.95	0.09	53	7.6	0.9	0.53	0	AM
MAX.	1.64	0.11	0.69	1.11	0.11	58	7.7	0.9	0.63	0	
MIN.	0.98	0.06	0.45	0.81	0.07	53	7.5	0.7	0.47	0	


1/2/20
Alan E. Stark, Coordinating Engineer Date
Illinois ROINC # 84789479

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Dec-19

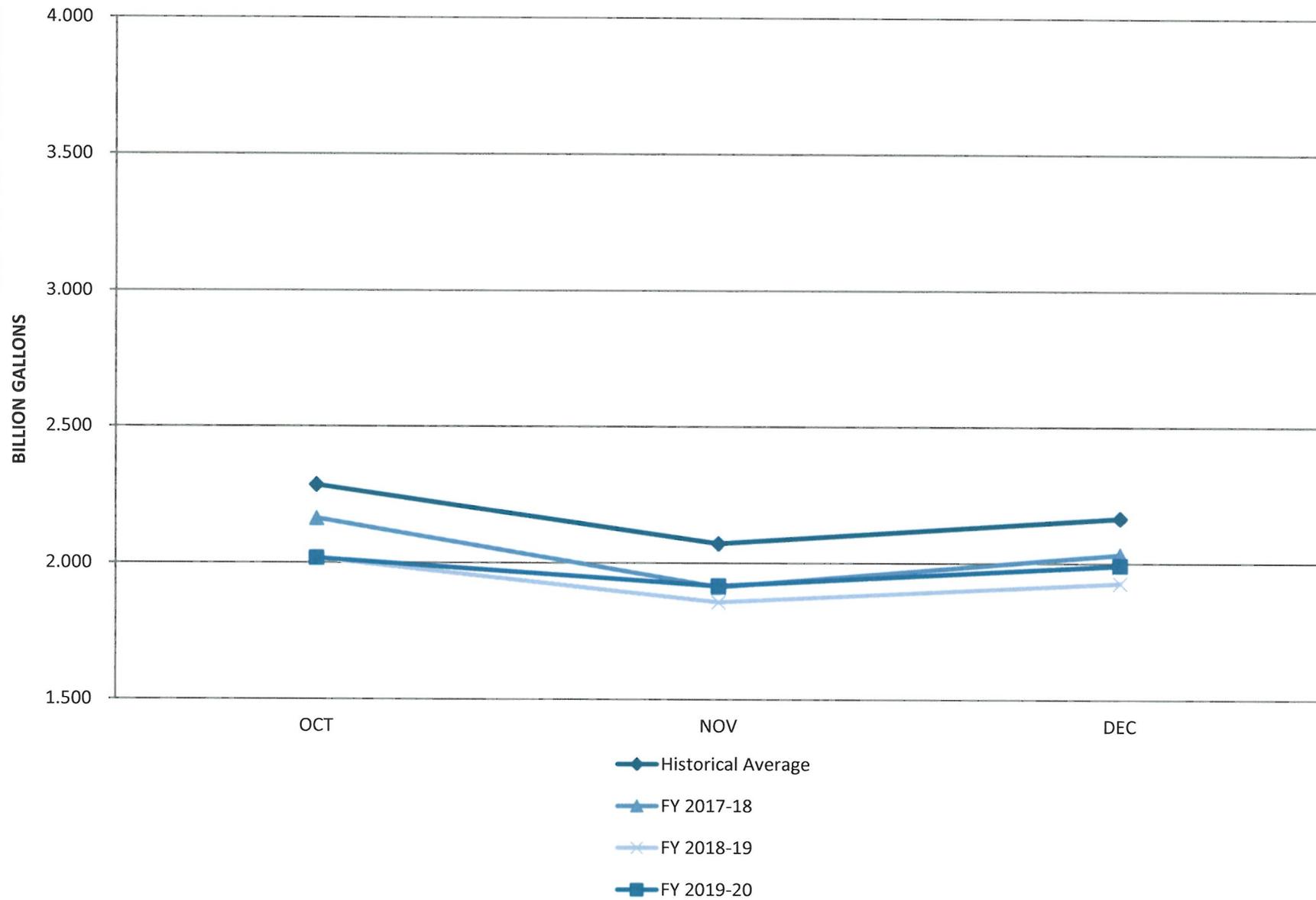
PER DAY AVERAGE 78,725,134

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,662,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
TOTALS (1)	795,596,205,798	818,516,018,278	97.20%	\$1,699,233,496.27	\$1,519,776,690.56	825,919,183	0.10%	97.30%	\$2.14	\$1.857

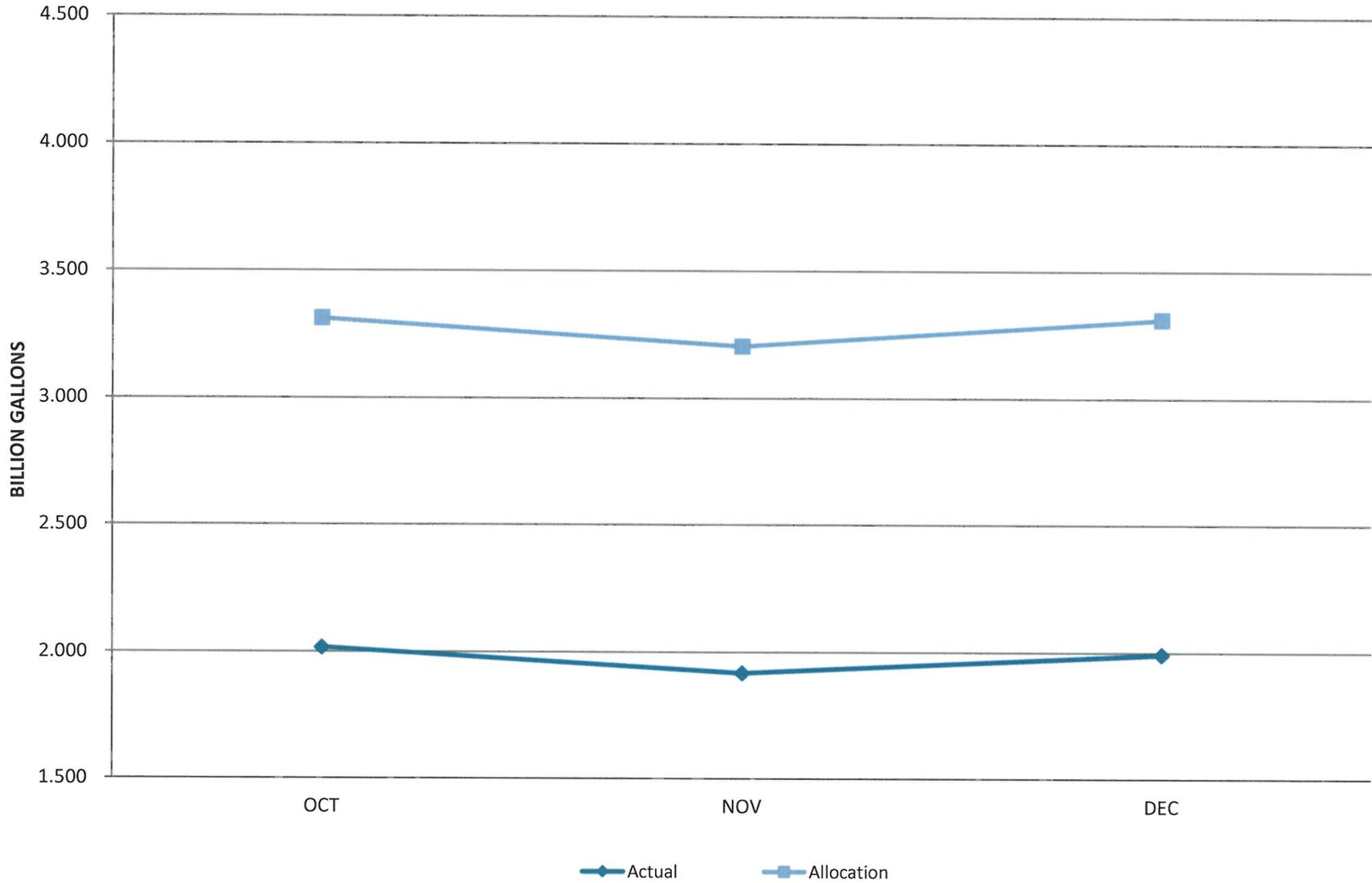
(1) - SINCE MAY 1, 1992
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Dec-18	17,938,914,000	18,591,357,220	96.49%	88,618,235	73,164,034				\$4.94	\$3.935
Dec-19	17,676,753,000	18,232,070,456	96.95%	87,853,462	72,403,744				\$4.97	\$3.971
	(262,161,000)	(359,286,764)		(\$764,773)	(\$760,289)					
	-1.5%	-1.9%		-0.9%	-1.0%					
Month										
Dec-18	1,925,817,000	1,998,319,584	96.37%	9,513,536	7,879,374				\$4.94	\$3.943
Dec-19	1,990,807,000	2,061,549,253	96.57%	9,894,311	8,194,658				\$4.97	\$3.975
	64,990,000	63,229,669		\$380,775	\$315,284					
	3.4%	3.2%		4.0%	4.0%					
Dec>Nov	75,541,000	85,083,895		375,439	338,208					

DU PAGE WATER COMMISSION SALES FY 2019-20, 2018-19 & 2017-18 VS. HISTORICAL AVERAGE



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



REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	<p>Authorization for General Manager to execute a three (3) year Janitorial Services Contract with Multisystem Management Company estimated at \$79,056.00 for Periodic Janitorial Services at the DuPage Water Commission.</p> <p>Resolution No. R-1-20</p>	APPROVAL	

Account Number: 01-60-629000

The Commission solicited sealed proposals for Janitorial Services at the DuPage Pumping Station by direct invitation, as well as by notice published in the *Daily Herald* on December 2 and 10, 2019 and by posting notice of the solicitation on the Commission's website starting December 2, 2019 and ending on January 2, 2020. Sealed proposals were received until 01:00 p.m., local time, January 02, 2020, at which time all proposals were publicly opened and read aloud.

Of the twenty-two companies that held copies of the Request for Proposals (RFP) document, five proposals were received (see tabulation below). Of the five proposals received, the proposal of Multisystem Management Company was found to be the lowest responsible bidder and most favorable to the interests of the Commission.

Company	Estimated Cost
Multisystem Management Company	\$79,056.00
Eco Clean Maintenance, Inc.	\$87,060.40
Bravo Cleaning Services, Inc.	\$93,390.00
Total Building Services, Inc.	\$167,581.62
Perfect Cleaning Service, Inc.	Non-responsive bid

The proposal of Perfect Cleaning Service Inc. contained Unit Prices Cost and Extension errors resulting in an inaccurate Total for Price Extensions and therefore was determined to be a non-responsive bid.

Staff recommends awarding the contract to the lowest responsible bidder Multisystem Management Company. This contract included unit prices for periodic janitorial services at the DuPage Water Commission.

This request would authorize the General Manager to execute a three (3) year unit priced Janitorial Services contract with Multisystem Management Company estimated at \$79,056.00.

Resolution No. R-1-20 would award the contract to the lowest responsible bidder Multisystem Management Company

Board approval is required due to the three (3) year contract cost exceeding \$20,000.00.

MOTION: To approve Resolution No. R-1-20.

DuPAGE WATER COMMISSION

DRAFT

RESOLUTION NO. R-1-20

A RESOLUTION AWARDDING A
CONTRACT FOR JANITORIAL SERVICES

WHEREAS, sealed proposals for the Janitorial Services Contract were received on January 2, 2020; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Multisystem Management Company was the most favorable to the interests 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 incorporated herein as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Janitorial Services Contract to Multisystem Management Company for the unit prices set forth in its Contract/Proposal, estimated at \$79,056.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

DuPAGE WATER COMMISSION

RESOLUTION NO. R-2-20

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

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

WHEREAS, the Commission's current electric power supply agreement expires on April 2, 2020; and

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

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to extend the current electrical supply pricing agreement with Constellation New Energy for a two-year term ending on April 2, 2022.

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

Resolution No. R-2-20

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2020.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-2-20 .doc

GROUP EXHIBIT A



**Agreement is Not
Valid Unless
Executed by Seller**

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

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

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

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

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

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

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Passed Through
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting Transmission Costs as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

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

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

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

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within forty (40) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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

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

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

Constellation NewEnergy, Inc.

Customer: DuPage Water Commission

Signature: Nancy H. Fischer 2019-12-1
0

Signature: John Spatz

Printed Name: Nancy H. Fischer
Vice President- Retail Ops
Title: 16:19-06:0
0

Printed Name:
Title:
Date: 12-10-19

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

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

Fax: 888-829-8738
Phone: 844-636-3749

Fax:
Phone:
Email:

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General Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

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

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

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

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

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

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

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

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

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

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Sales Rep: Patrick A Livernois

G313306.1074.0

Printed: 12/10/2019

written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

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

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

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

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

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

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

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

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

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

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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

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

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ACCOUNT SCHEDULE:

For: DuPage Water Commission

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on December 10, 2019

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

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

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

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	2937170004	600 Butterfield Rd, Elmhurst, IL 601264642	04/03/20	04/02/22	\$0.02978

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

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Sales Rep: Patrick A Livernois G313306.1074.0 Printed: 12/10/2019

DATE: January 8, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super- Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
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ITEM	A Resolution Awarding a Contract for the Construction of Tank Site Improvements for the DuPage Water Commission (Contract SS-9/19) Resolution No. R-3-20	APPROVAL	
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Account Nos.: 01-60-761000 - \$1,203,480.00
01-60-772100 - \$133,720.00

On September 30, 2019, the Commission solicited sealed proposals for the Construction of Tank Site Improvements for the DuPage Water Commission (Contract SS-9/19). As required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune*, advertised for bids on two separate occasions in the *Daily Herald*, in addition to posting a notice of the solicitation on the Commission's web site and with various plan rooms. A total of five (5) contractors requested the bidding documents.

Sealed bids were received until 10:00 a.m., local time, November 20, 2019, at which time all bids were publicly opened and read aloud. The bid results are as shown below:

Rossi Contractors, Inc.	\$1,337,200.00
John Neri Construction	\$1,463,314.00

Of the two proposals received, the proposal of Rossi Contractors, Inc., was the most favorable to the interests of the Commission (see the attached bid evaluation and recommendation prepared by the Commission's consulting engineers).

The work, as included in the Commission 5-year Capital Improvement Plan, includes improvements to overland drainage, storm sewers, safety related hatch replacements, fence and gate improvements, new pavement and pavement rehabilitation, and electrical improvements. Also included are structural and site improvements to Meter Station 26B in Glen Ellyn.

Resolution No. R-3-20 would award the Contract for the Construction of the Tank Site Improvements for the DuPage Water Commission (Contract SS-9/19) to Rossi Contractors, Inc., for the Total Contract Price of \$1,337,200.00.

MOTION: To approve Resolution No. R-3-20.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-3-20

A RESOLUTION AWARDING A CONTRACT FOR THE
CONSTRUCTION OF TANK SITE IMPROVEMENTS
(Contract SS-9/19)

WHEREAS, bids for Contract SS-9/19: Contract for the Construction of Tank Site Improvements for the DuPage Water Commission were received on November 20, 2019; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Rossi Contractors, Inc., was the most favorable to the interests 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 as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards Contract PSD-8/19: Contract for the Construction of Tank Site Improvements for the DuPage Water Commission (Contract SS-9/19) to Rossi Contractors, Inc., in the amount of \$1,337,200.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Bid Package that is acceptable to the DuPage Water Commission.

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

Resolution No. R-3-20

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving the Contract extension of the Contract for Soils and Materials Testing Services (Contract MT-11/18) for one additional year at the January 16, 2020 DuPage Water Commission Meeting</p> <p>Resolution No. R-4-20</p>	<p>APPROVAL</p> 	
<p>The Commission awarded a Contract for Soils and Materials Testing Services (Contract MT-11/18) in March 2018 with Construction and Geotechnical Material Testing, Inc. (CGMT) for two years of technical on-site and off-site soils and materials testing and inspectional services during the construction the Bartlett Connection Facilities and of other miscellaneous facilities and improvements.</p> <p>The current contract expires on March 16th: however, the contract documents contain an option to extend the term of the Contract Agreement for up to two (2) additional one-year periods. CGMT has performed well over the past two years and agreed to extend the term for an additional year and maintain the fee structure as agreed to in 2018.</p> <p>A signed acknowledgement is attached to this document.</p>			
<p>MOTION: To adopt Resolution No. R-4-20.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-4-20

A RESOLUTION APPROVING THE EXTENSION OF THE
WITH CONSTRUCTION AND GEOTECHNICAL MATERIALS TESTING, INC.
AT THE JANUARY 16, 2020
DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated March 15, 2018 , with Construction and Geotechnical Material Testing, Inc. for two years of technical on-site and off-site soils and materials testing and inspectional services during the construction the Bartlett Connection Facilities and of other miscellaneous facilities and improvements related to the Commission's Waterworks System ("Contract MT-11/18"); and

WHEREAS, Contract MT-11/18 provides that the Commission shall have the unconditional option to extend the term of the agreement for up to two separate one-year periods upon the same terms and conditions set forth in the agreement;

WHEREAS, the Commission has determined that it is in the best interests of the Commission to extend Contract MT-11/18 with Construction and Geotechnical Material Testing, Inc. for one additional year.

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

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

SECTION TWO: The extensions of Contract MT-11/18 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are

Resolution No. R-4-20

approved and the General Manager is hereby authorized and directed to execute said extensions on behalf of the Commission.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2020

Chairman

ATTEST:

Clerk

Exhibit 1



DuPage Water Commission

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

The DuPage Water Commission and Construction & Geotechnical Material Testing, Inc. (CGMT, Inc.) do hereby agree to extend the existing Materials Testing Contract (MT-11/18) for one (1) additional year beginning March 15, 2020, and maintain the pricing as stated in the Original Contract.

For CGMT, Inc.

For DuPage Water Commission


Pratik Patel, Vice President

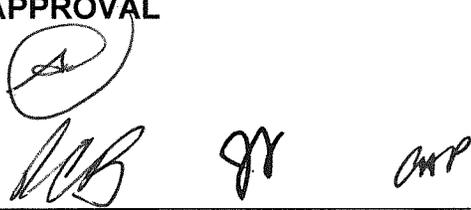
John F. Spatz, General Manager

12/16/19
Date

Date

DATE: January 9, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates, Inc. Resolution No. R-5-20	APPROVAL	
Account Nos.: 01-60-761000 \$68,300.00 (Increase of \$9,500.00)			
<p>Over the course of time, the owners of several properties abutting Tank Site No. 4, in unincorporated Lisle Township, have encroached on Commission owned but undeveloped property for the purposes of leisure activities and the storage of landscape type materials. The owners of these properties have been directly notified of their encroachment and have been ordered to cease and desist with such activity and also ordered to remove all encumbrances from Commission property.</p> <p>On February 21, 2019, the Commission approved R-8-19, Task Order No. 3, with Strand Associates, Inc. for Professional Design Services, Bidding Services and Construction Services to in conjunction with the project known as Tank Site and Meter Station 26B Improvements at a cost not-to-exceed \$58,800.00.</p> <p>Since Strand Associates is the engineer of record for the Tank Site Improvements and will already have a presence on site, Staff has requested a proposal to provide surveying services to locate the meets and bounds of all parcels abutting tank Site No. 4. Upon completion of surveying, Strand will install survey stakes at lot corners and install sign posts on Commission property capable of accepting "no trespassing signs" which will be installed by Staff.</p> <p>The 1st Amendment to Task Order No. 3 would add Surveying Services at an estimated cost not-to-exceed \$9,500.00. Also included are modified Submittal and Completion Dates to coincide with Commission's delay in awarding the Tank Site and Meter Station 26B Improvements Contract.</p>			
MOTION: To adopt Resolution R-5-20.			

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-5-20

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 3 UNDER A MASTER CONTRACT
WITH STRAND ASSOCIATES, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with Strand Associates, Inc. (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-8-19, the Commission approved Task Order No. 3 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 3 to the Master Contract to add costs incurred with Surveying 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. 3 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. 3 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 First Amendment to Task Order No. 3 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

EXHIBIT 1

FIRST AMENDMENT TO TASK ORDER NO. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Strand Associates ("Consultant"), for Professional Engineering Services dated July 31, 2013 (the "Contract"), Owner and Consultant agree to amend, effective January 17, 2020, Task Order No. 3 to the DuPage Water Commission's Tank Site and Meter Station 26B Improvements for the DuPage Water Commission (Task Order No. 3) as follows:

1. Services of Consultant:

Section 2.B, entitled "Additional Services," of Task Order No. 3 shall be amended in its entirety so that said Section 2.B. shall hereafter be and read as follows:

"B. Surveying Services:

1. Prepare one plat of survey showing property boundary, found pins for adjacent property owner corners, and topographic features along Owner's property line for Tank Site No. 4 located at 23W513 75th Street in Unincorporated Lisle Township, DuPage County Illinois.
2. Install survey lath along Owner's property line at approximate midpoint of adjoining property lines.
3. Install up to 30 sign posts on Owner's property, off set at Owner's desired distance from the property line. Signs shall be provided and installed on the sign posts by Owner."

2. Completion Date

Section 5.A.4 entitled "Completion Date" of Task Order No. 3 shall be amended in its entirety so that paragraph A.4 shall hereafter be and read as follows:

"5.A.4 Construction Services Phase: 230 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

3. Submittal Schedule

Section 6, entitled "Submittal Schedule," of Task Order No. 3 shall be amended in its entirety so that said Section 6 shall hereafter be and read as follows:

“6. Submittal Schedule

Preliminary Record Drawings – July 24, 2020
Final Record Drawings – August 14, 2020”

4. **Key Project Personnel**

Section 7 of Task Order No. 3 shall be amended in its entirety so that Section 7 shall hereafter be and read as follows:

“Chris Ulm - Project Manager”

5. **Contract Price:**

Section 8, entitled “Contract Price,” of Task Order No. 3 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 times the following factor set forth 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:

<u>Phase</u>	<u>Multiplier</u>	<u>Cost</u>
Preliminary Design	3.04	\$27,500.00
Final Design	3.04	\$14,500.00
Bidding Services	3.04	\$4,000.00
Construction Services	3.04	\$12,800.00
<i>Surveying Services</i>	3.04	<u>\$9,500.00</u>
<i>Total (All Phases)</i>		<u>\$68,300.00</u>

Notwithstanding the foregoing, the total Contract Price shall be increased by \$9,500.00 to a total not to exceed sum of \$68,300.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.”

In all other respects, Task Order No. 3 to the Contract shall remain in full force and effect, and Task Order No. 3 to the Contract shall be binding on both parties as hereinabove amended.

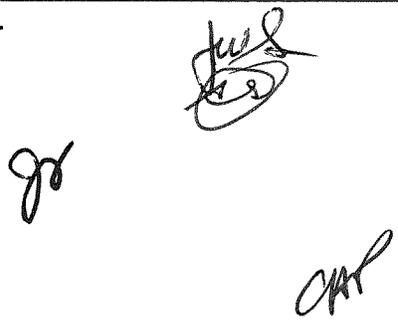
DUPAGE WATER COMMISSION

BY: _____
John F. Spatz
General Manager

Strand Associates, Inc.

BY: _____
Joseph M. Bunker
Corporate Secretary

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the January 16, 2020, DuPage Water Commission Meeting Resolution No. R-6-20	APPROVAL 

Account Numbers: 01-60-663300 (Estimated Cost \$1,353.00)

The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-6-20 would approve the following Work Authorization Order under the Quick Response Electrical Contract.

Work Authorization Order No. 016: This work authorization is to Volt Electric, Inc., to move the mechanical counters outside of the control cabinets in the Reverse Current Switch building. This will allow staff to read and record the number of counts and replace the counters when they fail without opening the cabinets to be exposed to hazardous energy. Staff solicited cost estimates for this work from both of its QRE-8/17 contractors and the results are listed in the table below:

Volt Electric, Inc.	\$1,353.00
McWilliams Electric Co. Inc.	\$2,160.00

Approval of Resolution R-6-20 would approve Work Authorization Order No. 016 to Volt Electric, Inc. to move the move the counters outside the control cabinets at an estimated cost of \$1,353.00.

MOTION: To adopt Resolution No. R-6-20.

DRAFT

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-20

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE JANUARY 16, 2020, DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

Resolution No. R-6-20

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2020

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.016

LOCATIONS:

CPT5-1, Reverse Current Building, 750 Des Plaines Ave, Forest Park

CONTRACTOR:

Volt Electric, Inc.

DESCRIPTION OF WORK:

Move counters from inside of three control cabinets to outside of each cabinet with a 2-pole disconnect switch for each counter. The counters operate on 120VAC and the disconnect switch is to isolate it for when it needs to be replaced. Check and tighten all electrical connections in each cabinet.

REASON FOR WORK:

By moving the counters outside the cabinet will allow staff to read and record the number of counts and replace the counters when they fail without opening the cabinet to be exposed to hazardous energy.

MINIMUM RESPONSE TIME:

None

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

Qty 3 New Counters

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Even though the Contractor is required by law to independently assess the potentially hazardous conditions at its workplace and take the necessary precautions to ensure a safe workplace, Contractor is hereby being advised that one of the purposes of the scope of work is performing work on or near electrical conductors whose current and voltage

are derived from the Chicago Transit Authority to which the Owner has no means to measure or the means to control hazardous energy, and therefore, it would be reasonable to assume that hazardous electrical energy may be present at any time during the Work. Contractor must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances and shall Independently verify the presence or absence of electrical current on or in the vicinity of Owner's equipment and appurtenances and notify affected personnel accordingly. The Owner has no means to control hazardous energy from the CTA and thus has no lockout/tagout procedures. The Owner shall instruct its employees to comply with the restrictions and prohibitions of the Contractor's energy control program and procedures.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

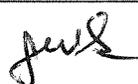
By: _____
Signature of Authorized
Representative

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

DATE: _____

DATE: January 7, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation / Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Baxter & Woodman, Inc. at the January 16, 2020 DuPage Water Commission Meeting Resolution No. R-7-20	APPROVAL	   
Account number 01-60-771700 – Estimated at \$42,300.00			
<p>The Commission previously entered into Master Contracts with 27 consulting firms for professional engineering services. Each firm advised the Commission of which engineering disciplines they would be interested in providing for the Commission. Using this listing as a guide, Staff requested proposals from four (4) of these firms to design, procure, install, and train staff on a SCADA Cellular Backhaul Backup System. This project is part of the overall SCADA Replacement Project included as a Capital Project in the Fiscal Year 2019/2020 Management Budget.</p> <p>Only one (1) firm submitted a proposal, as reviewed by Staff and based on the strength of their submittal (project understanding, project approach, schedule and cost), Staff recommends acceptance of the proposal submitted by Baxter & Woodman, Inc. as the most favorable to the Commission, in the amount estimated at \$42,300.00.</p> <p>Task Order No. 2: Evaluation, Design and Installation of a SCADA Cellular Backhaul Backup System</p> <p>Resolution No. R-7-20 would approve Task Order No. 2 to the Master Contract with Baxter & Woodman, Inc. as per Proposal Dated January 6, 2020, at an estimated cost of \$42,300.00.</p>			
MOTION: To adopt Resolution No. R-7-20.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-7-20

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS
UNDER A MASTER CONTRACT WITH BAXTER & WOODMAN, INC. AT THE
JANUARY 16, 2020, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Baxter & Woodman, Inc. (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, the Consultant has approved the Task Orders substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not

Resolution No. R-7-20

reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

Board/Resolutions/2020/R-7-20.docx

EXHIBIT 1

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission and Baxter & Woodman, Inc., ("Consultant"), for Professional Engineering Services dated April 9, 2014 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Evaluation, Design and Installation of a SCADA Cellular Backhaul Backup System

2. **Services of Consultant:**

Basic Services:

- a. Review scope of work and contact Owner for clarification or questions pertaining to the project.
- b. Prepare design documents consisting of drawings and a written description of the Project.
- c. On basis of accepted Design Documents and the probable Project Costs, prepare, final drawings/diagrams, and specifications for installation. Such drawings and specifications shall show the general scope, extent of character of the work to be furnished and performed by the contractor.
- d. Coordinate cellular services with Verizon. The Commission will coordinate access and work with the Illinois State Toll Highway Authority and SCADA vendor if required.
- e. Purchase and install all equipment in the design of the project.
- f. Test and commission new SCADA Cellular Backhaul Backup System.
- g. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operations, troubleshooting, maintenance and recordkeeping for the Project.

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

None.

4. **Commencement Date:**

January 17, 2020

5. **Completion Date:**

July 17, 2020

6. **Submittal Schedule:**

To Be Determined.

7. **Key Project Personnel:**

To Be Determined.

8. **Contract Price:**

Estimated at \$42,000.00.

9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows:

For purposes of payments to Consultant, the values of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

10. **Modifications to Contract:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

11. **Attachments:**

SCADA Cellular Backhaul Backup System Scope of Work.

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 January 17, 2020.

DuPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Schori
Title: Instrumentation and Remote Facilities Supervisor
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: schori@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

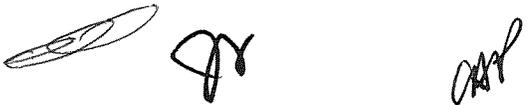
Consultant Company Name

By: _____
Name: _____
Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:
Title:
Address:
E-mail Address:
Phone:
Fax:

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the January 16, 2020, DuPage Water Commission Meeting</p> <p>Resolution No. R-8-20</p>	<p>APPROVAL</p> 	
<p>Account Number: 01-60-663100</p> <p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-8-20 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 15 to John Neri Construction Co., Inc. This work authorization was issued, and the work completed, prior to board approval and was necessary to investigate the source of water surfacing from a Commission valve box at the intersection of 55th Street and Brookbank Drive in the City of Downers Grove.</p> <p>At the request of the DuPage County Highway Department, the Commission agreed to perform exploratory excavation in order to verify that previous observations and tests conducted by Commission personnel over the last year, would prove that water surfacing from a valve box was not originating from Commission facilities.</p> <p>As suspected, it was determined that the source of the water was not originating from Commission facilities, but rather to an abandoned 12-inch storm sewer.</p> <p>Discussions with the County regarding reimbursing the Commission for the cost of this work will be forthcoming.</p> <p>Approval of Resolution R-8-20 would ratify Work Authorization Order Number 15 to John Neri Construction Co, Inc. for exploratory excavation at the intersection of 55th Street and Brookbank Drive in the City of Downers Grove in the estimated amount of \$20,000</p>			
<p>MOTION: To adopt Resolution No. R-8-20</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-8-20

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
JANUARY 16, 2020 DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2020.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.015

LOCATION:

At the intersection of 55th street and Brookbank Road in the City of Downers Grove.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; perform exploratory excavation and inspect a 24-inch steel water main and 6-inch blow off valve; backfill the excavation with suitable materials; restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To investigate the source of water surfacing from a Commission owned valve box located at the intersection of 55th Street and Brookbank Road in the City of Downers Grove.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

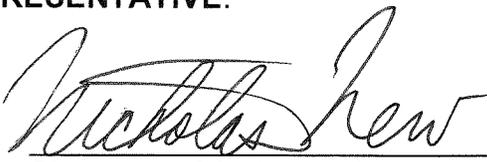
N/A

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 12/27/19

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized Representative

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

DATE: 12-30-19