



## AGENDA – Engineering and Construction Committee

Thursday, August 15, 2024 6:00 PM

### Committee Members

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

- I. Roll Call
- II. Approval of the June 20, 2024, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the June 20, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-41-24:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase a Valve Actuator and Operator from a Sole Source Provider (**PO No. 41937 – Ferguson Industrial - \$40,789**).
- V. **Resolution R-43-24:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Services from a Sole Source Provider and in Excess of the General Manager's Purchasing Authority to Maintain Electric Motors for High-Lift Pumping Equipment (**WEG Electric Machinery (EM) – Total Cost Not-To-Exceed \$100,000 for Fiscal Year 24/25**).
- VI. **Resolution R-45-24:** A Resolution Approving an Engineering Contract with Haeger Engineering (**Not-To-Exceed \$15,000**).
- VII. **Resolution R-46-24:** A Resolution Approving Task Order No. 10 under a Master Contract with DeLasCasas CP. LLC (**Task Order No. 10 – Indeterminate Assistance Not-To-Exceed \$15,000 per Assignment**)
- VIII. **Resolution R-47-24:** A Resolution Approving a Contract Extension for Soils and Materials Testing Services (Contract MT-12/22) With Construction and Geotechnical Material Testing, Inc. (**No Cost This Action**)

RECOMMENDED MOTION: To recommend approval of Items 2 through 6 of the under the Engineering and Construction Committee Report section of the Commission meeting agenda.

- IX. Other
- X. Adjournment

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**Minutes of a Meeting  
of the**

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**ENGINEERING & CONSTRUCTION COMMITTEE**

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

June 20, 2024

Chairman Fennell called the meeting to order at 6:00 P.M.

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

Committee members absent: J. Zay

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

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

Manager of Water Operations Bostick provided a report of the ongoing Operations and Maintenance activities as listed in the Report of Status of Operations and Board Action Items and Engineering Manager Loster provided a report on the Status of Capital Construction, Capital Engineering and other Improvement Projects.

Manager of Water Operations Bostick advised the Committee that High Lift Pump #9 has been reinstalled and is being tested. Manager of Water Operations Bostick also advised the Committee that besides a few minor operational issues encountered and corrected, all pumps are now available during the peak demand periods. Manager of Water Operations Bostick reported the average demand over the past few weeks is averaging 86 MGD, with a peak demand of 119 MGD and a peak pumping discharge rate of 134 MGD.

Regarding the Lexington Pump Station Maintenance, Manager of Water Operations Bostick advised the Committee that DWC staff is in discussions with Chicago Department of Water Management (DWM) Staff and vendors to determine the capital outlay cost to install vibration monitoring sensors and monitors for the Lexington Pump Station's high-lift pumps and motors. Manager of Water Operations Bostick further advised that the vibration analysis equipment installed at the time of original construction had been removed by DWM at some unknown point and returning the ability to monitor the operation of the pumps and motors is a critical element of continued operation. Regarding the Photovoltaic System, Manager of Water Operations Bostick advised the Committee that additional information gathering is necessary to understand the operational capabilities and potential improvements.

Regarding the Alternate Water Source Studies, Manager of Water Operations Bostick advised the Committee that R-40-24 appears on the agenda to approve Task Order Nos. 02 and 03 with Christopher B. Burke Engineering, Ltd. to develop a preliminary site plan for the Northbrook property and also indeterminate assistance with other necessary work as it arises from the development of the preliminary site plan. Manager of Water Operations Bostick advised the work included preliminary

grading plan, preliminary stormwater detention plan, preliminary utility plan, preliminary access road plan, preliminary easement plan, a wetland mitigation plan and an interim entrance control plan.

Regarding Resolution R-37-24 Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve and ratify Work Authorization Order No. 026 to Quick Response Contractor Benchmark Construction Co. Inc. to perform repairs on a leaking 16" diameter meter station feeder water main which services the Village of Addison.

Regarding Resolution R-38-24 Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve Work Authorization Order No. 027 to Quick Response Contractor, Rossi Contractors, Inc. to perform remediation work on various vault structures and surrounding pavement located in roadways.

Regarding the SCADA Improvement Project, Manager of Water Operations Bostick advised the Committee that the new SCADA control network installation, configuration, and testing has been substantially completed and the DuPage Pump Station campus control panel replacement is ongoing with roughly half of the campus panels replaced, tested, and debugged.

Engineering Manager Loster reported on the progress of the Emergency Generation System Modifications Project (PSD-10/22) and stated that work is nearing completion. He noted that there are some minor punchlist items remaining and that the project is largely on track as far as the schedule is concerned. Engineering Manager Loster stated that Staff hopes to have a final balancing change order for Board approval at the next meeting and that the main components of the project are all installed and functioning well. He did note, however, that there was an issue with some recently installed AC units this morning that Staff will continue to troubleshoot through the contractor as they are within a two-year warranty period.

Engineering Manager Loster provided a WaterLink update, noting that the June update was provided to each of the Board members. It was noted that the current project focus continues to be on field data collection and permitting agency coordination. He stated that weekly calls are also held among the four or five different sub-consultants collecting field data to ensure that they are on the same page and performing work in the correct locations. Engineering Manager Loster explained that agency coordination with IDOT, ComEd, municipalities and counties are all ongoing in an effort to keep them informed of upcoming work and make their approval processes more efficient. It was noted that ComEd has yet to provide project approval, however Staff continues to coordinate with them with the intent to expedite the approval process as much as possible as it is a critical project component. Engineering Manager Loster also noted that the design team has identified some future IDOT work that will be in conflict with the WaterLink Project and, as a result, Staff may seek a proactive change order on the IDOT project at a future meeting so that it can better accommodate the needs of the WaterLink Project – saving both time and cost for the WaterLink Communities. It was noted that a workshop was recently held with Naperville to discuss related project impacts, and another was held with the design team to discuss bid packaging options. Engineering Manager Loster noted that the project will ultimately be split into five pipeline bid packages with a sixth bid package for the construction of the metering stations, all in an effort to increase contractor competition and improve bid pricing. An additional workshop will also be held next week with the WaterLink Communities to discuss the seven

delivery point parcels to ensure all parties are aligned regarding their respective efforts, site layouts and construction sequencing.

Regarding R-39-24, Manager of Water Operations advised the Committee that Staff felt it was time to move the Commission's Hydraulic Model in order to get a fresh perspective from a different consulting firm.

Chairman Fennell inquired as to the progress in development of a scope of work and proposals for a Commission Quick Response Contractor to perform an exploratory excavation on the East Discharge Main of the DuPage Pump Station. Manager of Water Operations Bostick advised the Committee that the proposals were received however Staff has decided to push back the work due to scheduling conflicts with other work as well as entering the higher demand periods.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda (Items IV through VII on the Engineering and Construction Committee Agenda). Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

Commissioner Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:20 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.



## MEMORANDUM

**To:** Paul May – General Manager

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

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

**Date:** 7/11/2024

**Subject:** Status of Operations, Engineering and Construction

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### **Operations Overview**

The Commission's sales for June 2024 were a total of 2.47 billion gallons. This represents an average daily demand of 82.4 million gallons per day (MGD), which is lower than the June 2023 average day demand of 99.7 MGD. The maximum day demand was 102.5 MGD recorded on June 19, 2024, which is lower than the June 2023 maximum day demand of 116.9 MGD. The minimum day flow was 68.6 MGD.

The recorded total precipitation for June 2024 was 3.10 inches compared to 2.65 inches for June 2023. The level of Lake Michigan for June 2024 is 579.59 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.30 (Feet IGLD 1985) for June 2023.

### **DuPage Operations & Instrumentation Maintenance and Construction Overview**

The 2024 Meter Testing Program is in process and 30% complete.

High Lift Pump #9 repairs are complete, the pump was installed, and tested in June. A potential bearing lubrication abnormality was identified during start-up. Out of precaution, the pump is locked out until the root cause is identified and remediated.

Water Quality Analyzers for the tank sites and the DuPage Pumping Station were purchased in March 2024. Instrument panel fabrication and Installation are in process. Start-up and warranty validation is scheduled for the end of July.

### **Lexington Operations and Maintenance Overview**

Staff continues to meet monthly with the Department of Water Management Staff (DWM) on the content of the 2023 Lexington Pump Station Condition Assessment and other emerging issues. Last month's discussions centered around the Emergency Generator System Controls and the Pumping System Vibration Analysis equipment and the lack thereof. Investigations are underway and proposals have been received for the installation of vibration analysis instrumentation, which then will be brought forth for Board consideration in the near future.

The Photovoltaic Systems (PV System) evaluation is ongoing and additional reporting is expected shortly which should include planning level estimates to return the PV system to full functionality.

DWM has reported the SCADA system deficiencies should be corrected in the near future after investigating and identifying the root cause.

DWM has also reported the hydraulic pump control valve system deficiencies are being addressed with a mixture of contractor and vendor staffs and DWM's in-house pipefitting staff.

### **Alternate Water Source**

Christopher B. Burke Engineering, Ltd. (CBBEL) has mobilized to develop a preliminary site plan for the Northbrook property.

While Staff has contracted to maintain the grass below the ordained height of the Village of Northbrook zoning regulations, the Village has elected to keep the matter on the table by issuance of a continuation of their local ordinance citation into perpetuity.

Staff has received a permit from the Village to install barrier gates at the entrances to the Northbrook property and has contracted with the installer for placement the week on July 15<sup>th</sup> but will not fully secure the entrances until CBBEL has completed their site evaluation.

### **Pipeline & Remote Facilities Maintenance Overview**

Pipeline staff continue inspecting Remote Facilities and Rectifiers and performing maintenance and corrective work as needed.

Pipeline staff are performing the annual air release valve structure inspections.

Pipeline staff continue monitoring I-294 (NB and SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains.

Pipeline is performing construction work improving drainage conditions at Meter Station locations.

Resolution R-34-24 will appear on the August agenda to approve and ratify Work Authorization Order No. 025 to Quick Response Contractor Benchmark Construction Co. Inc. to perform exploratory excavation, with potential remediation of corrosion, on the 72-inch steel East Discharge piping of the DuPage Pump Station.

Resolution R-41-24 will appear on the agenda to suspend purchasing procedures and authorize the General Manager to purchase a valve actuator for replacement of a failed actuator within an existing Remotely Operated Valve. Since the lead time for the actuator is approximately 35 weeks, time is of the essence, where the actuator purchase order was placed with the sole source vendor prior to Board approval.

#### **SCADA & Information Technology Overview**

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The new SCADA control network installation, configuration, and testing has been substantially completed. The DWC campus control panel replacement is ongoing with roughly half of the campus panels replaced and tested. The campus control panel replacement is anticipated to be completed in July, which will then transition to the replacement of the remote site control panel starting with Lexington and then to the Tank Sites. The replacement of the security cameras around the DWC campus is substantially complete with a handful remaining, waiting on new cable pulls which are anticipated to be complete in July. The SCADA Replacement Project includes the inspection and maintenance of all remote site antenna systems which is kicking off this month and is anticipated to continue throughout the year. The fiber replacement work for the DWC campus is anticipated to begin in September following the completion of all control and network upgrades, and the replacement kick-off with the addition of a new duct bank to complete a ring topology for the new fiber network.

#### **Engineering & Capital Improvement Program Overview**

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) Project continues to wrap up. A final balancing change order is anticipated at the August Board meeting, though there is a small chance that one additional change related to the new air conditioning condenser units may take slightly longer to resolve. If staff is unable to include this final change into the balancing change order in August, it will be brought forward for approval as soon as possible thereafter.

#### **WaterLink Communities (Montgomery/Oswego/Yorkville)**

The Phase II engineering effort remains ongoing, with continued field investigation and design work taking place on a daily basis. The information collected through field survey, soil borings and existing utility data identification throughout the project area will help optimize the design of the WaterLink Project and establish ideal locations for the installation of all the associated infrastructure.

Coordination with several permitting authorities will also continue throughout the Phase II effort. Recently, ComEd issued a Letter of Acknowledgement which officially acknowledges the Commission's submittal to construct a significant portion of the WaterLink Project through a ComEd corridor. Commission Staff will continue to work with the LAN Engineering team to provide all design submittals and related information as requested in order to



ultimately receive a Letter of Approval for the work. Similar efforts continue with other agencies such as IDOT, the Army Corps of Engineers and local agencies to maintain progress as the design effort advances.

An additional workshop will be held in July to establish a standardized and efficient process for easement acquisition throughout the project area as numerous easements will be required based on the proposed pipe alignment. Having a well-thought-out process for efforts such as this will enhance project communications and cut down on the amount of time required to complete the associated work.

Commission staff will continue to work with the LAN Engineering team throughout Phase II in reviewing and advancing critical path items in order to reduce project costs, construction duration, and disturbance to the general public.

#### **Attachments**

1. DuPage Laboratory Bench Sheets for June 2024
2. Water Sales Analysis 01-May-2020 to 30-June-2024
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink Status Report

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Jun-24

PER DAY AVERAGE 77,909,195

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,636.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
TOTALS (1)	915,355,126,798	941,693,626,156	97.20%	\$2,314,307,103.80	\$2,042,944,563.05	873,142,239	0.09%	97.30%	\$2.53	\$2.169

(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

Jun-23	5,445,813,000	5,583,980,919	97.53%	29,352,932	24,794,414			\$5.39	\$4.440
Jun-24	4,843,388,000	4,944,586,509	97.95%	27,026,105	22,845,966			\$5.58	\$4.620
	(602,425,000)	(639,394,410)		(\$2,326,827)	(\$1,948,448)				
	-11.1%	-11.5%		-7.9%	-7.9%				
Month									
Jun-23	2,971,436,000	3,043,540,086	97.63%	16,016,040	13,814,628			\$5.39	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	14,274,399	12,265,414			\$5.58	\$4.693
	(413,300,000)	(429,984,961)		(\$1,741,641)	(\$1,549,214)				
	-13.9%	-14.1%		-10.9%	-11.2%				
Jun>May	272,884,000	282,523,741		1,522,693	1,684,863				

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

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.27	0.07	0.61	1.33	0.09	62	7.3	0.8	0.59	0	AM
2	1.29	0.07	0.63	1.31	0.08	61	7.4	0.7	0.60	0	AM
3	1.21	0.09	0.59	1.27	0.09	62	7.5	0.7	0.64	0	RC
4	1.10	0.12	0.64	1.17	0.10	63	7.6	0.8	0.64	0	RC
5	1.37	0.07	0.63	1.19	0.10	63	7.6	0.8	0.63	0	RC
6	1.28	0.09	0.62	1.21	0.10	63	7.6	0.8	0.63	0	JS
7	1.27	0.08	0.63	1.20	0.08	63	7.5	0.8	0.61	0	AM
8	1.31	0.08	0.61	1.22	0.07	63	7.6	0.7	0.61	0	JS
9	1.36	0.08	0.62	1.30	0.08	62	7.6	0.8	0.60	0	JS
10	1.34	0.07	0.60	1.29	0.08	63	7.5	0.9	0.60	0	AM
11	1.32	0.08	0.64	1.27	0.09	63	7.5	0.9	0.63	0	AM
12	1.29	0.08	0.62	1.29	0.08	63	7.6	0.8	0.62	0	JS
13	1.30	0.08	0.60	1.29	0.08	64	7.5	0.9	0.60	0	JS
14	1.34	0.07	0.60	1.27	0.07	64	7.6	0.8	0.60	0	JS
15	1.37	0.07	0.59	1.29	0.08	64	7.5	0.8	0.58	0	AM
16	1.34	0.06	0.63	1.28	0.08	64	7.5	0.9	0.61	0	AM
17	1.32	0.07	0.62	1.32	0.07	65	7.6	0.8	0.61	0	JS
18	1.29	0.08	0.61	1.32	0.07	65	7.5	0.9	0.60	0	JS
19	1.35	0.07	0.62	1.33	0.08	65	7.4	0.9	0.61	0	AM
20	1.35	0.06	0.60	1.24	0.07	65	7.5	1.0	0.64	0	RC
21	1.39	0.08	0.61	1.27	0.09	64	7.4	0.9	0.60	0	AM
22	1.38	0.07	0.62	1.33	0.08	64	7.4	0.9	0.61	0	JS
23	1.41	0.07	0.60	1.38	0.07	65	7.5	0.8	0.61	0	JS
24	1.37	0.07	0.63	1.34	0.09	65	7.5	0.9	0.62	0	AM
25	1.32	0.07	0.59	1.30	0.09	65	7.4	0.9	0.58	0	AM
26	1.30	0.08	0.61	1.29	0.08	65	7.5	0.9	0.60	0	JS
27	1.33	0.08	0.62	1.31	0.07	65	7.5	0.9	0.61	0	JS
28	1.40	0.08	0.59	1.38	0.07	65	7.4	0.8	0.61	0	JS
29	1.30	0.08	0.64	1.25	0.13	66	7.5	0.8	0.55	0	KD
30	1.29	0.07	0.64	1.19	0.09	67	7.5	0.9	0.64	0	KD
31											

AVG.	1.32	0.08	0.62	1.28	0.08	64	7.5	0.8	0.61	0
MAX.	1.41	0.12	0.64	1.38	0.13	67	7.6	1.0	0.64	0
MIN.	1.10	0.06	0.59	1.17	0.07	61	7.3	0.7	0.55	0

*Mike Weed*  
Mike Weed, Operations Supervisor  
Illinois ROINC # 186860234

*7/3/24*  
Date



## MEMORANDUM

**To:** Paul May – General Manager

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

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

**Date:** 8/8/2024

**Subject:** Status of Operations, Engineering and Construction

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### **Operations Overview**

The Commission's sales for July 2024 were a total of 2.50 billion gallons. This represents an average daily demand of 80.8 million gallons per day (MGD), which is lower than the July 2023 average day demand of 82.5 MGD. The maximum day demand was 89.0 MGD recorded on July 22, 2024, which is lower than the July 2023 maximum day demand of 95.7 MGD. The minimum day flow was 73.8 MGD.

The recorded total precipitation for July 2024 was 5.71 inches compared to 7.61 inches for July 2023. The level of Lake Michigan for July 2024 is 579.82 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.79 (Feet IGLD 1985) for July 2023.

### **DuPage Operations & Instrumentation Maintenance and Construction Overview**

The 2024 Meter Testing Program is in process and 38% complete.

High Lift Pump #9 repairs are complete, the pump was installed, and tested in July. A potential bearing lubrication abnormality was identified during start-up. An oil seal was identified as the problem, and a replacement seal is on order.

Water Quality Analyzers for the tank sites and the DuPage Pumping Station were purchased in March 2024. The replacement and start-up of the pump station analyzers are 100% complete. Replacement and start-up of the tank site analyzers is 75% complete.

Resolution R-43-24 appears on the agenda seeking authorization for the General Manager to purchase material and services from a sole source provider and in excess of the General Manager's purchasing authority to maintain electric motors for High-Lift Pumping equipment at a total cost not-to-exceed \$100,000 for Fiscal Year 24/25.

#### **City of Chicago Water Treatment Modifications**

The Illinois EPA released a form letter to all water systems that receive Lake Michigan water via the City of Chicago's two water treatment plants. The letter advised the recipients that the City will be transitioning in October from their current blended phosphate to phosphoric acid to optimize the control of lead and copper release through household plumbing. The letter suggested that each water system employ unidirectional flushing of their individual systems and perform sentinel monitoring for the lead and copper as well as other compounds, before, during and after the transitional period.

DWC Staff believes that while we are confident the proposed treatment change is appropriate and has been properly vetted by the City of Chicago and the IEPA, there remains an absence of information and specific guidance for DWC Customers. Staff has reached out to various parties to facilitate the cohesive and consistent communication of activities and the development of specific operational recommendations associated with the Chicago treatment change.

DWC Staff is recommending contracting with Dr. David Cornwell, PhD, of the Cornwell Engineering Group, to review the Chicago study and provide recommendations regarding DWC and DWC Customer operations during the transition.

#### **Lexington Operations and Maintenance Overview**

Staff continues to discuss with the Department of Water Management Staff (DWM) the content of the 2023 Lexington Pump Station Condition Assessment and other emerging issues. Previous discussions focused on the Pumping System Vibration Analysis equipment and the installation to replace the erstwhile analytical equipment. Investigations continue and additional proposals are being sought for the installation of vibration analysis instrumentation; proposals will be brought forth for Board consideration in the near future.

The Photovoltaic Systems (PV System) evaluation reports have been received and are under review by staff. The reports should indicate the planning level estimates to return the PV system to full functionality and propose potential enhancements for consideration.

DWM reports they continue to troubleshoot their SCADA system deficiencies however have not been able to identify the root cause of the ongoing issue to date.

#### **Alternate Water Source**

Christopher B. Burke Engineering, Ltd. (CBBEL) is in the process of developing a preliminary site plan for the Northbrook property. Staff has met with CBBEL to discuss preliminary stormwater management strategies for the site.

Staff has contracted to maintain the grass below the ordained height of the Village of Northbrook zoning regulations and the Village has recently rescinded their previously issued local ordinance citation.

Staff had received a permit from the Village to install barrier gates at the entrances to the Northbrook property and the work is underway, however the site gates will not be fully secured until CBBEL has completed their on-site evaluation so as not to restrict their access.

### **Pipeline & Remote Facilities Maintenance Overview**

Pipeline staff continue inspecting Remote Facilities and Rectifiers and performing maintenance and corrective work as needed.

Pipeline staff are performing the annual air release valve structure inspections.

Pipeline staff continue monitoring I-294 (NB and SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains.

Pipeline is performing construction work improving site drainage conditions at Meter Station locations.

Resolution R-34-24 will appear on the September agenda to approve and ratify Work Authorization Order No. 025 to Quick Response Contractor Benchmark Construction Co. Inc. to perform exploratory excavation, with potential remediation of corrosion, on the 72-inch steel East Discharge piping of the DuPage Pump Station.

Resolution R-41-24 appears on the agenda seeking authorization to suspend purchasing procedures and authorize the General Manager to purchase a valve actuator for replacement of a failed actuator within an existing Remotely Operated Valve. Since the lead time for the actuator is approximately 35 weeks, time is of the essence. Therefore, the actuator purchase order was placed with the sole source vendor prior to Board approval and is presented for ratification.

### **SCADA & Information Technology Overview**

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement is ongoing with nearly all of the campus panels replaced, tested, and accepted. The campus control panel replacement site acceptance testing is anticipated to be completed mid-August, which will then transition to the replacement of the remote site control panel starting with Lexington and then to the tank sites. The SCADA Replacement Project, which includes the inspection and maintenance of all remote site antenna systems, is underway and progressing well and is anticipated to be completed by the end of the year. The fiber replacement work for the DWC campus is anticipated to begin in September following the completion of all control and network upgrades, and the replacement kick-off with the addition of a new duct bank to complete a ring topology for the new fiber network.

### **Engineering & Capital Improvement Program Overview**

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) Project continues to wrap up, with mostly administrative items remaining. A final balancing change order is anticipated at the September Board meeting.

Resolution R-46-24 appears on the agenda to approve Task Order 10 with DeLasCasas CP, LLC. for indeterminate need engineering services associated with cathodic protection testing and reporting.

Resolution R-47-24 appears on the agenda to approve a one-year contract extension for Soils and Materials Testing Services (Contract MT-12/22) with Construction and Geotechnical Material Testing, Inc.

### **WaterLink Communities (Montgomery/Oswego/Yorkville)**

The Phase II engineering effort remains ongoing, with continued field work throughout the project area. This includes existing utility identification, soil borings and general survey work to determine optimal pipeline locations for the WaterLink Project. Commission staff also recently performed a separate field investigation to establish ideal valve locations along the project route that will provide optimal functionality while remaining readily accessible to staff.

Commission staff, along with the Lockwood, Andrews & Newnam (LAN) engineering team continue to engage jurisdictional authorities that will be impacted by the project as the need arises. Pre-application and general update meetings with the Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Transportation, sewer districts, counties, townships and municipalities have all been beneficial in ensuring that the ongoing engineering work is aligned with the associated jurisdictional requirements. A field meeting with the Oswego East High School was also recently held, in which the potential to route a portion of the pipeline through the school's property was discussed. If approved, this modification to the pipeline route will drastically minimize the impacts to the traveling public (including the high school itself) while also saving a significant amount of time and construction costs. These value-engineering analyses will continue throughout the Phase II engineering effort.

Commission Staff recently held a workshop with the Phase II engineering team as well as the Commission's attorneys to discuss the best approach to prequalifying potential contractors. The goal is to advertise the designated bid packages in a fair and efficient manner that maximizes the competition amongst responsible contractors. An additional workshop will be held at the end of August to discuss the process of easement acquisition throughout the project corridor. Establishing a detailed procedure for this work early on will lead to an efficient process once the easement negotiations begin.

**Board Action Items**

- Resolution R-41-24:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase a Valve Actuator and Operator from a Sole Source Provider **(PO No. 41937 – Ferguson Industrial - \$40,789)**.
- Resolution R-43-24:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Services from a Sole Source Provider and in Excess of the General Manager’s Purchasing Authority to Maintain Electric Motors for High-Lift Pumping Equipment **(WEG Electric Machinery (EM) – Total Cost Not-To-Exceed \$100,000 for Fiscal Year 24/25)**.
- Resolution R-45-24:** A Resolution Approving an Engineering Contract with Haeger Engineering **(Not-To-Exceed \$15,000)**.
- Resolution R-46-24:** A Resolution Approving Task Order No. 10 under a Master Contract with DeLasCasas CP. LLC **(Task Order No. 10 – Indeterminate Assistance Not-To-Exceed \$15,000 per Assignment)**
- Resolution R-47-24:** A Resolution Approving a Contract Extension for Soils and Materials Testing Services (Contract MT-12/22) With Construction and Geotechnical Material Testing, Inc. **(No Cost This Action)**

**Attachments**

1. DuPage Laboratory Bench Sheets for July 2024
2. Water Sales Analysis 01-May-2020 to 31-July-2024
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink Status Report



DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Jul-24

PER DAY AVERAGE 77,922,993

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,636.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
TOTALS (1)	917,932,860,798	944,331,376,572	97.20%	\$2,328,690,859.52	\$2,055,323,525.75	879,118,906	0.09%	97.30%	\$2.54	\$2.177

(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

Jul-23	8,013,238,000	8,223,868,295	97.44%	43,191,353	36,776,863				\$5.39	\$4.472
Jul-24	7,421,122,000	7,582,336,925	97.87%	41,409,861	35,224,928				\$5.58	\$4.646
	(592,116,000)	(641,531,370)		(\$1,781,492)	(\$1,551,934)					
	-7.4%	-7.8%		-4.1%	-4.2%					
Month										
Jul-23	2,567,425,000	2,639,887,376	97.26%	13,838,421	11,982,449				\$5.39	\$4.539
Jul-24	2,577,734,000	2,637,750,416	97.72%	14,383,756	12,378,963				\$5.58	\$4.693
	10,309,000	(2,136,960)		\$545,335	\$396,514					
	0.4%	-0.1%		3.9%	3.3%					
Jul>Jun	19,598,000	24,195,291		109,357	113,549					

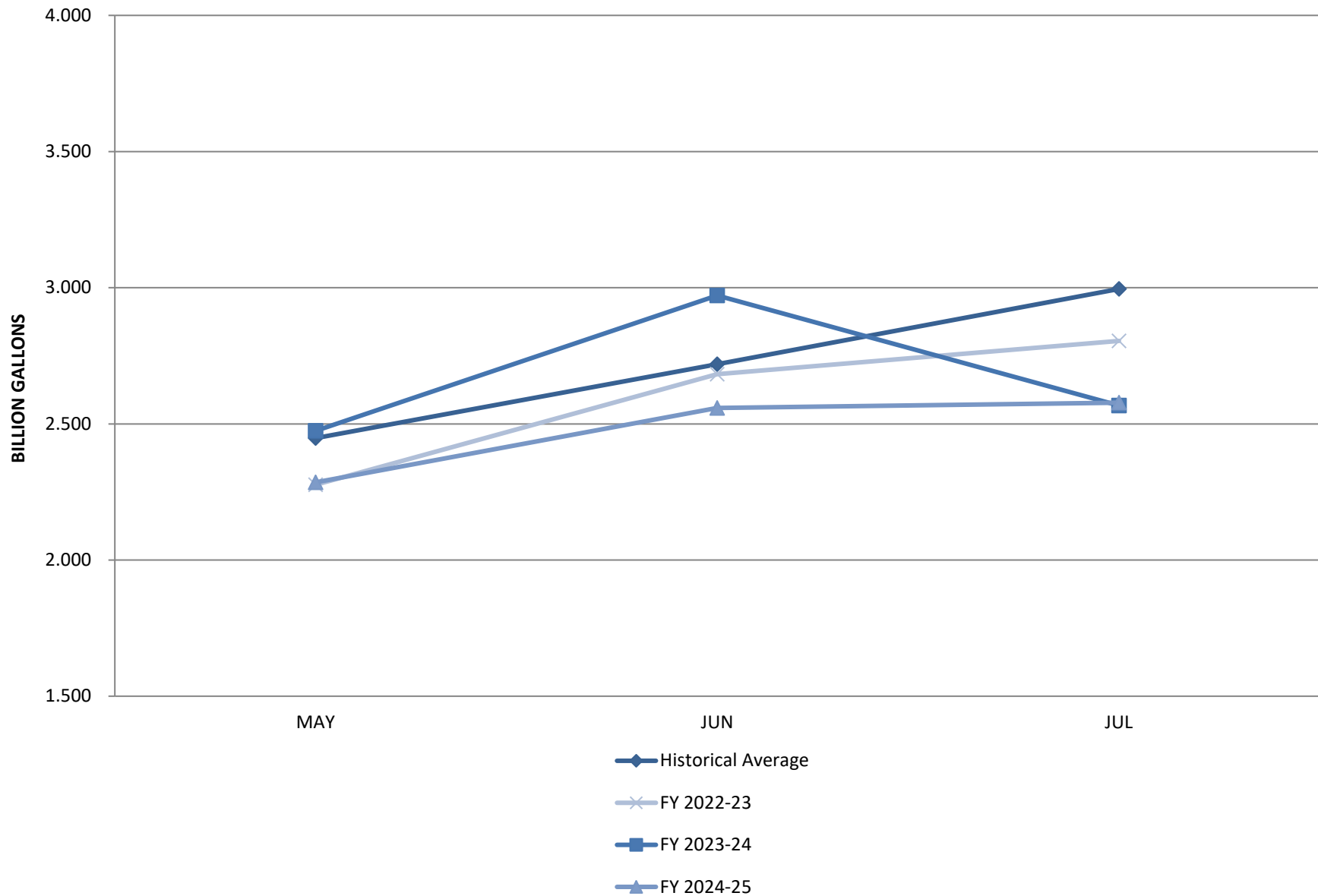
DUPAGE WATER COMMISSION  
PWS FACILITY ID# - IL435400  
MONTHLY OPERATIONS REPORT  
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS  
JULY 2024

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.31	0.08	0.62	1.22	0.08	66	7.5	0.9	0.61	0	JS
2	1.34	0.08	0.60	1.28	0.08	66	7.4	0.8	0.60	0	JS
3	1.32	0.07	0.63	1.18	0.08	67	7.4	0.8	0.62	0	KD
4	1.24	0.08	0.61	1.11	0.09	67	7.6	0.8	0.61	0	KD
5	1.24	0.11	0.65	1.15	0.09	67	7.6	0.8	0.63	0	KD
6	1.37	0.07	0.57	1.14	0.09	66	7.6	0.9	0.67	0	RC
7	1.31	0.08	0.59	1.24	0.09	66	7.6	0.9	0.61	0	AM
8	1.31	0.09	0.63	1.12	0.08	66	7.6	0.9	0.65	0	KD
9	1.19	0.08	0.64	1.08	0.09	66	7.6	1.0	0.62	0	KD
10	1.45	0.06	0.62	1.18	0.08	65	7.6	1.0	0.61	0	RC
11	1.42	0.09	0.64	1.20	0.13	65	7.7	0.9	0.62	0	RC
12	1.32	0.09	0.63	1.26	0.08	65	7.7	0.9	0.58	0	RC
13	1.09	0.14	0.68	1.13	0.12	67	7.7	0.9	0.65	0	KD
14	1.26	0.12	0.63	1.14	0.11	68	7.7	0.9	0.61	0	KD
15	1.21	0.11	0.61	1.08	0.12	68	7.6	0.9	0.61	0	RC
16	1.25	0.09	0.62	1.12	0.11	68	7.7	0.9	0.61	0	RC
17	1.41	0.08	0.63	1.12	0.09	67	7.7	0.9	0.60	0	KD
18	1.37	0.10	0.63	1.29	0.09	65	7.7	0.8	0.59	0	KD
19	1.29	0.08	0.68	1.13	0.10	66	7.7	0.9	0.67	0	KD
20	1.31	0.12	0.66	1.12	0.12	69	7.6	1.0	0.66	0	RC
21	1.25	0.09	0.64	1.10	0.11	69	7.6	1.0	0.62	0	RC
22	1.21	0.15	0.63	1.05	0.10	70	7.5	0.9	0.59	0	KD
23	1.14	0.18	0.64	1.20	0.12	71	7.6	0.8	0.61	0	KD
24	1.23	0.08	0.61	1.14	0.11	70	7.7	0.9	0.62	0	RC
25	1.16	0.11	0.57	1.19	0.13	71	7.7	1.0	0.61	0	RC
26	1.31	0.13	0.61	1.24	0.13	71	7.7	0.9	0.64	0	RC
27	1.27	0.12	0.60	1.23	0.12	72	7.6	1.0	0.64	0	AM
28	1.26	0.13	0.62	1.29	0.13	73	7.5	0.9	0.62	0	AM
29	1.24	0.13	0.63	1.20	0.13	72	7.5	1.0	0.65	0	AM
30	1.26	0.10	0.65	1.19	0.13	73	7.5	0.9	0.62	0	AM
31	1.27	0.11	0.64	1.15	0.10	73	7.5	0.9	0.62	0	AM
AVG.	1.28	0.10	0.63	1.17	0.10	68	7.6	0.9	0.62	0	
MAX.	1.45	0.18	0.68	1.29	0.13	73	7.7	1.0	0.67	0	
MIN.	1.09	0.06	0.57	1.05	0.08	65	7.4	0.8	0.58	0	

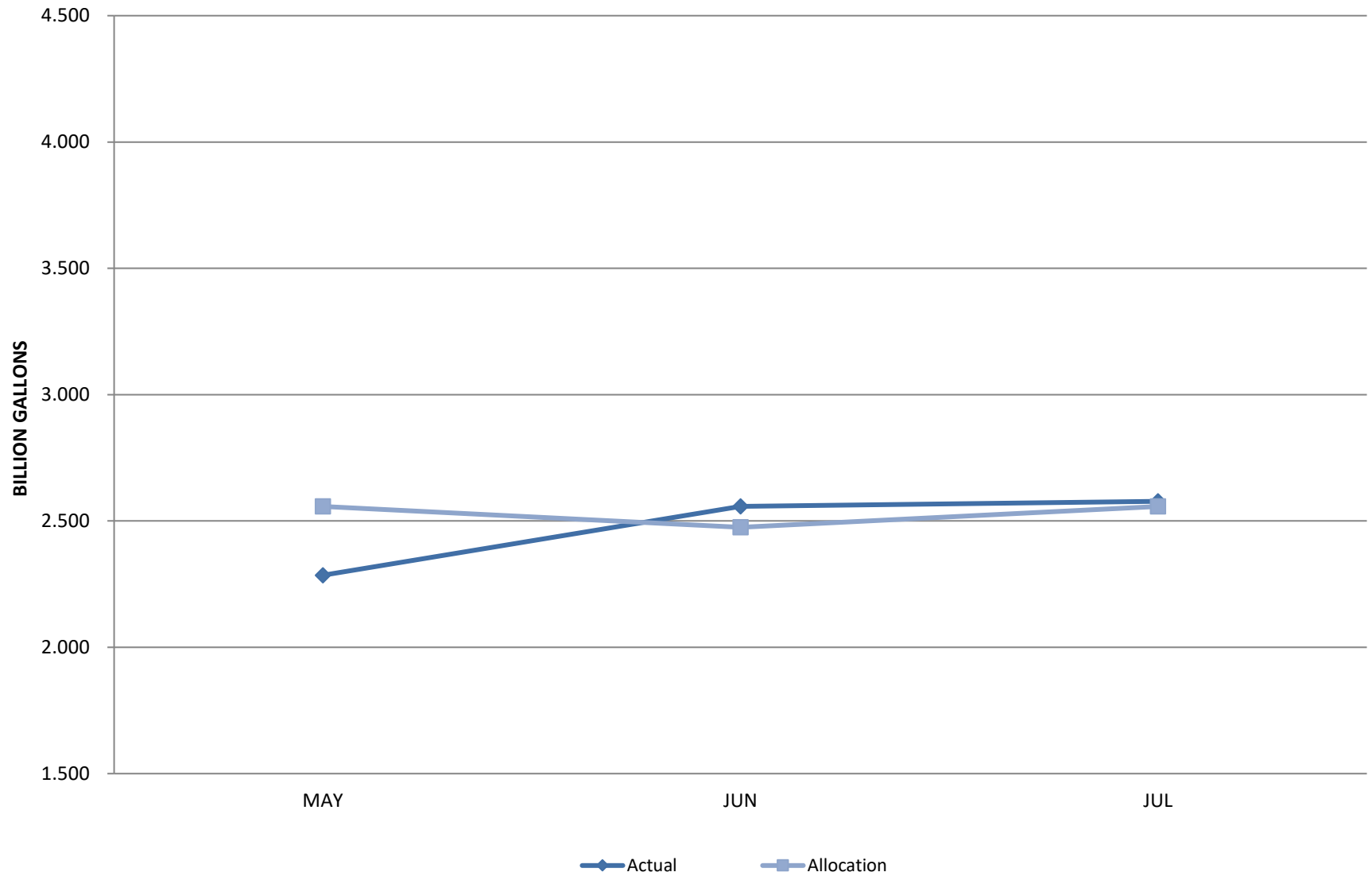
  
Mike Weed, Operations Supervisor  
Illinois ROINC # 186860234

8/6/24  
Date

## DU PAGE WATER COMMISSION SALES FY 2024-25, 2023-24 & 2022-23 VS. HISTORICAL AVERAGE



## DU PAGE WATER COMMISSION SALES FY 2024-25 VS. ALLOCATION





## MONTHLY STATUS REPORT

**LAN PROJECT #:** 128-10031-001

**PROJECT:** DuPage Water Commission WaterLink Extension Phase II

**REPORT DATE:** July 8, 2024

**MEETING DATE:** July 18, 2024

---

### **I. Progress through July 5, 2024**

#### **A. Field data collection and surveying.**

1. Final cadastral surveying work ongoing.
  - a) All 13 additional sections authorized in Phase 1 complete. Site surveying for the 7 delivery sites planned for next few weeks.
2. Existing structure rim/invert data collection 100% complete.
  - a) Total of 842 structures located with rim/inverts surveyed.
3. Processing of collected Aerial LIDAR data is complete – received from SAM, LLC on June 5.
  - a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
4. Subsurface Utility Locates
  - a) Overall, about 80% of all field activities complete. Currently working in ComEd corridors.
5. Utility Potholing Locates
  - a) Over 270 potholes completed to date. Currently working along public ROWs that cross ComEd ROWs.
6. Geotechnical
  - a) Total of 54 borings (28%) completed to date in Phase 2, primarily along Design Segment FW-2, Sections 1 & 2. Awaiting permits from ComEd, IDOT, and others before remobilizing to complete remainder.

#### **B. Data Collection (as-builts, GIS, design drawings).**

1. Data collection ongoing for IL Route 71 and IL Route 30.
2. Orchard Road additional data collection (Fox Metro & Kendall County).
3. WaterLink – Delivery Point proposed site layouts.



Planning  
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Program Management





## MONTHLY STATUS REPORT

### C. Ongoing Coordination with ComEd.

1. Letter of Acknowledgment issued by ComEd regarding WaterLink project along ComEd right-of-way.
2. Approval granted for access to ComEd property for Phase II survey and utility locate work.
  - a) Potholing and geotechnical approvals in ComEd property pending.
3. Coordination with ComEd ongoing to address transmission main alignment review comments.
  - a) New alignment was provided to ComEd on 6/12 for discussion with their transmission and environmental groups. Alignment was revised and resubmitted 6/27 for ComEd review.
4. Subsequent ComEd design reviews and coordination will be performed during Phase II design.

### D. Transmission main alignment modifications ongoing based on review and discussion with ComEd, Kendall County Highway Department, and IDOT.

### E. Transmission main alignment layout along IL Route 30 in progress.

1. Analyzing viability and available right-of-way along IL Route 30.

### F. Design of Contract TW6 Section 1 (Book Rd) in progress.

1. Water transmission main plan and profile.
2. Proposed connection design at Book Road & 75<sup>th</sup> Street.

### G. Preliminary meter station piping and building layouts ongoing.

### H. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.

## II. Scope Changes – Phase II (to date)

N/A

## III. Financials

### A. Total Phase II Contract: \$19,956,942

#### 1. Fee Expended through June 30, 2024:

- a) Total: \$4,742,104.72 (23.8%)
  - 1) Basic Services: \$2,484,911 (12.4%)
  - 2) Additional Services: \$2,259,195 (11.4%)



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## MONTHLY STATUS REPORT

#### **IV. Completed Workshops, Meetings and Visits (June-July)**

- A. ComEd Coordination Meetings – Various.
- B. Bid Packaging Workshop w/ DWC – June 5, 2024.
- C. U.S. Army Corps of Engineers (USACE) Pre-Application Meeting – June 7, 2024.
- D. Kendall County Highway Department Coordination Meeting – June 18, 2024.
- E. WaterLink Delivery Parcel Workshop – June 25, 2024.

#### **V. Upcoming Tasks & Meetings**

- A. ComEd Coordination Meetings – Various
- B. Contractor Pre-Qualification Meeting – TBD.
- C. Oswego East High School (SD 308) Coordination Meeting – July 18, 2024.
- D. Phase II subsurface utility engineering (SUE) utility locating and potholing (ongoing).
- E. Phase II topographic surveying and field data collection along final route (ongoing).
- F. Phase II geotechnical field work (ongoing).
- G. Field data collection for cathodic protection design.



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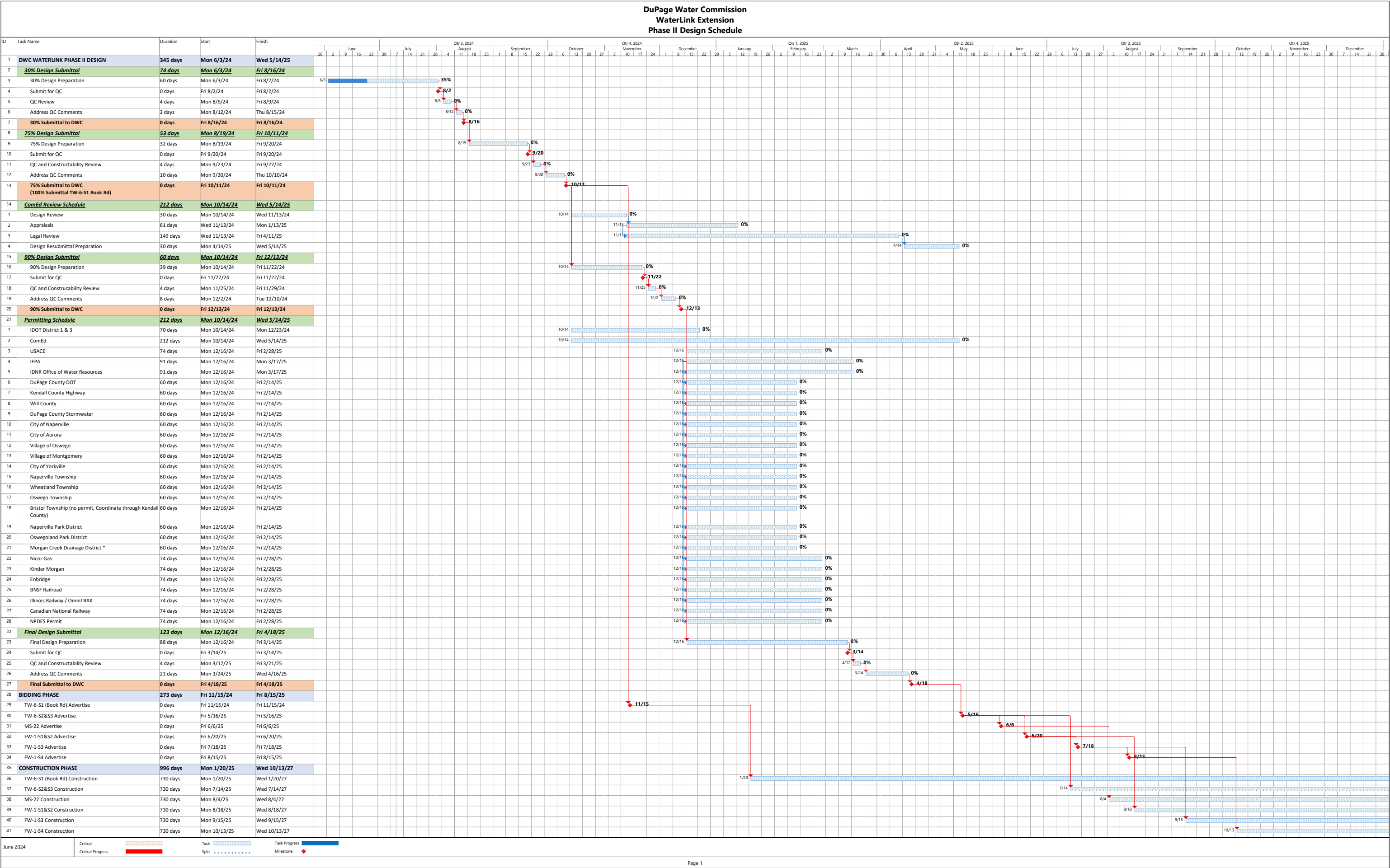


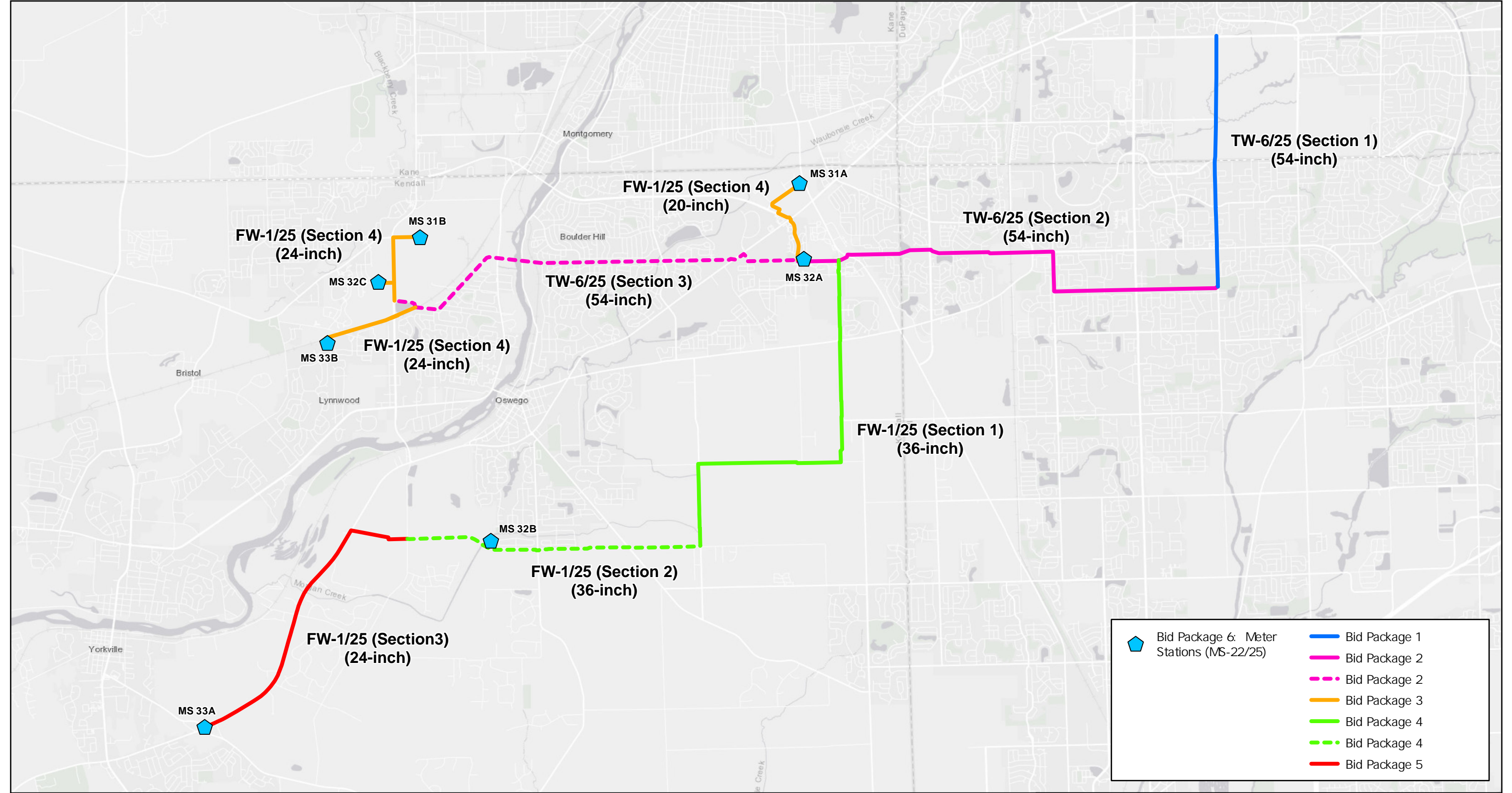
**Stanley Consultants** INC.

Cash Flow/Invoicing Forecast - Phase II Services  
DuPage Water Commission  
WaterLink Extension  
July 2024

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 949,404	\$ 1,074,596	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,001,536	\$ 1,001,536	\$ 751,152	\$ 250,384	\$ 125,192	\$ 125,192	\$ 125,192	\$ 125,192
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 1,423,366	\$ 1,002,498	\$ 290,744	\$ 225,124	\$ 207,982	\$ 330,058	\$ 318,851	\$ 309,854	\$ 322,020	\$ 210,726	\$ 178,750	\$ 178,750	\$ 179,830	\$ -
SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 2,372,770	\$ 2,077,094	\$ 1,417,471	\$ 1,351,851	\$ 1,334,710	\$ 1,456,785	\$ 1,320,387	\$ 1,311,389	\$ 1,073,172	\$ 461,110	\$ 303,942	\$ 303,942	\$ 305,022	\$ 125,192
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942								
TOTAL PHASE II CONTRACT																\$ 19,956,942	







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PRELIMINARY CONSTRUCTION  
BID PACKAGE SEGMENTS

DUPAGE WATER COMMISSION  
WATERLINK EXTENSION

6/25/2024

PAGE 1 OF 1



## MONTHLY STATUS REPORT

**LAN PROJECT #:** 128-10031-001

**PROJECT:** DuPage Water Commission WaterLink Extension Phase II

**REPORT DATE:** August 5, 2024

**MEETING DATE:** August 15, 2024

### **I. Progress through August 5, 2024**

#### **A. Field data collection and surveying.**

1. Final cadastral surveying work ongoing.
  - a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites planned for next few weeks, with remainder coming from town engineers.
  - b) Site topo at Oswego East HS began Aug 6 and will be completed within next 2 days. High school engineer provided existing utility map at site.
2. Existing structure rim/invert data collection 100% complete with exception of new route planned south of Oswego HS.
  - a) Total of 1,017 structures located with rim/inverts surveyed.
3. Processing of collected Aerial LIDAR data is complete – received from SAM, LLC on 6/5/24.
  - a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
  - b) SAM is now processing additional data along Wolf's Crossing Rd and Douglas Rd for modified FW1 Segment 1 & 2 route, with expected delivery to REL between Aug 16-23.
4. Subsurface Utility Locates
  - a) Overall, about 80% of all field activities complete. Currently working in ComEd corridors, will be moving to Wolf's Crossing / Douglas next week.
5. Utility Potholing Locates
  - a) Over 330 potholes completed to date. Currently working along public ROWs that cross ComEd ROWs.



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## MONTHLY STATUS REPORT

### 6. Geotechnical

- a) Total of 73 borings (36%) completed to date in Phase 2, primarily along Design Segment FW1, Sections 1 & 2, and Book Road.
- b) Drill crew will perform additional borings in area of identified sand seam along Orchard Rd the week of Aug 12. Awaiting permits from ComEd, IDOT, and DuPage DOT before remobilizing to complete remainder.

### B. Data Collection (as-builts, GIS, design drawings).

1. Data collection ongoing for IL Route 71 and IL Route 30.
2. Orchard Road additional data collection (Fox Metro & Kendall County).
3. WaterLink Delivery Point proposed site layouts.
4. Additional title commitments have been ordered along US Route 30, Wolf's Crossing, Douglas Rd

### C. Ongoing Coordination with ComEd.

1. Coordination with ComEd ongoing to address transmission main alignment review comments.
  - a) New alignment was provided to ComEd on 6/12/24 for discussion with their transmission and environmental groups. Alignment was revised based on their comments and resubmitted 6/27/24 for ComEd review. Currently awaiting review comments to finalize alignment.
2. Subsequent ComEd design reviews and coordination will be performed during Phase II design.

### D. Pre-application meeting w/ Illinois Environmental Protection Agency (IEPA) held on 7/24/24 to provide them with overview of project and discuss permitting requirements.

### E. Contract TW6 Section 1 (Book Rd) in progress.

1. Water transmission main plan and profile design ongoing.
2. Proposed connection design at Book Road & 75<sup>th</sup> Street.
3. Roadway plans and traffic control plans.

### F. Contract TW6 Section 2 & 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. Awaiting alignment review comments from ComEd after revising per their request.
3. Drawing production on hold until pipeline alignment ComEd review is complete.



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## MONTHLY STATUS REPORT

### G. Contract FW1 Section 1 & 2 in progress.

1. Water transmission main plan and profile design ongoing.
2. Potential realignment through Oswego East High School site under review.
  - a) Meeting held w/ Oswego Community Unit School District (SD 308) on 7/18/24 to discuss potential pipeline route through Oswego East High School property. Follow-up field meeting with SD 308 operations and engineering staff held 7/29/24.

### H. Contract FW1 Section 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
  - a) IL Route 71 roadway design files obtained from IDOT for coordination w/ DWC transmission main design.

### I. Contract FW1 Section 4 in progress.

1. Water transmission main plan and profile design ongoing.
  - a) Orchard Road, Tuscan Trail, Galena Road, IL Route 30.

### J. Contract MS22 Meter Stations in progress.

1. Preliminary meter station piping and building layouts ongoing.
2. Site visit to DWC Bartlett meter station performed on 7/19/24 for data collection.

## II. Scope Changes – Phase II (to date)

N/A

## III. Financials

### A. Total Phase II Contract: \$19,956,942

1. Fee Expended through July 31, 2024:
  - a) Total: \$6,297,228 (31.6%)
    - 1) Basic Services: \$3,476,717 (17.4%)
    - 2) Additional Services: \$2,820,512 (14.2%)



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## MONTHLY STATUS REPORT

#### **IV. Completed Workshops, Meetings and Visits (July-August)**

- A. Oswego East High School (SD 308) Coordination Meeting – July 18, 2024 & July 29, 2024.
- B. July Monthly Progress Meeting w/ DWC – July 18, 2024.
- C. Site visit to DWC Bartlett Meter Station – July 19, 2024.
- D. Illinois Environmental Protection Agency (IEPA) Pre-Application Meeting – July 24, 2024.
- E. Book Road / 75<sup>th</sup> Street Connection Design Coordination w/ DWC – July 25, 2024.
- F. Contractor Prequalification Discussion w/ DWC and Legal Team – August 2, 2024.

#### **V. Upcoming Tasks & Meetings**

- A. ComEd Coordination Meetings – Various
- B. Property Acquisition Workshop – TBD.
- C. Phase II subsurface utility engineering (SUE) utility locating and potholing (ongoing).
- D. Phase II topographic surveying and field data collection along final route (ongoing).
- E. Phase II geotechnical field work (ongoing).
- F. Field data collection for cathodic protection design.



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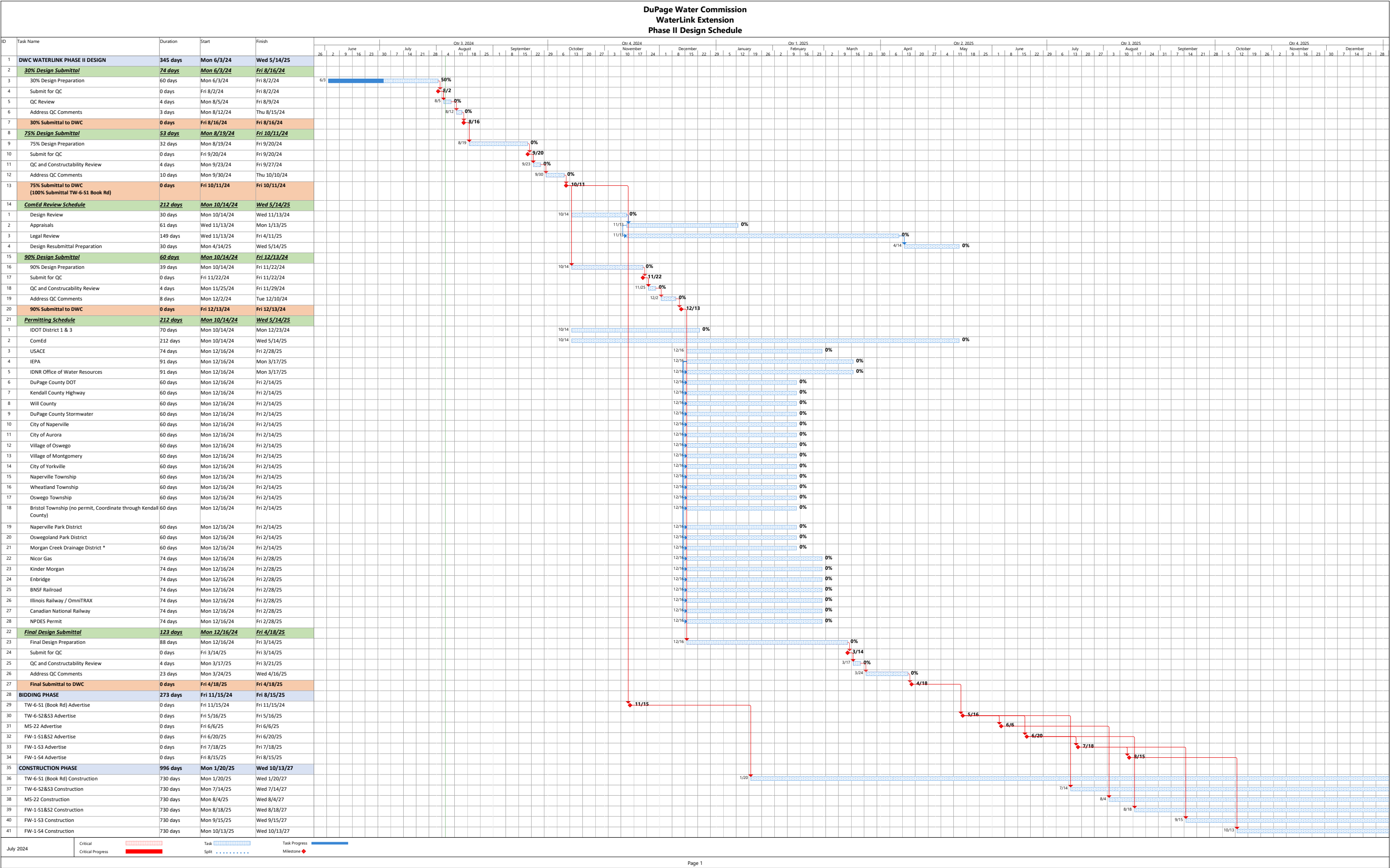
**Robinson**  
ENGINEERING



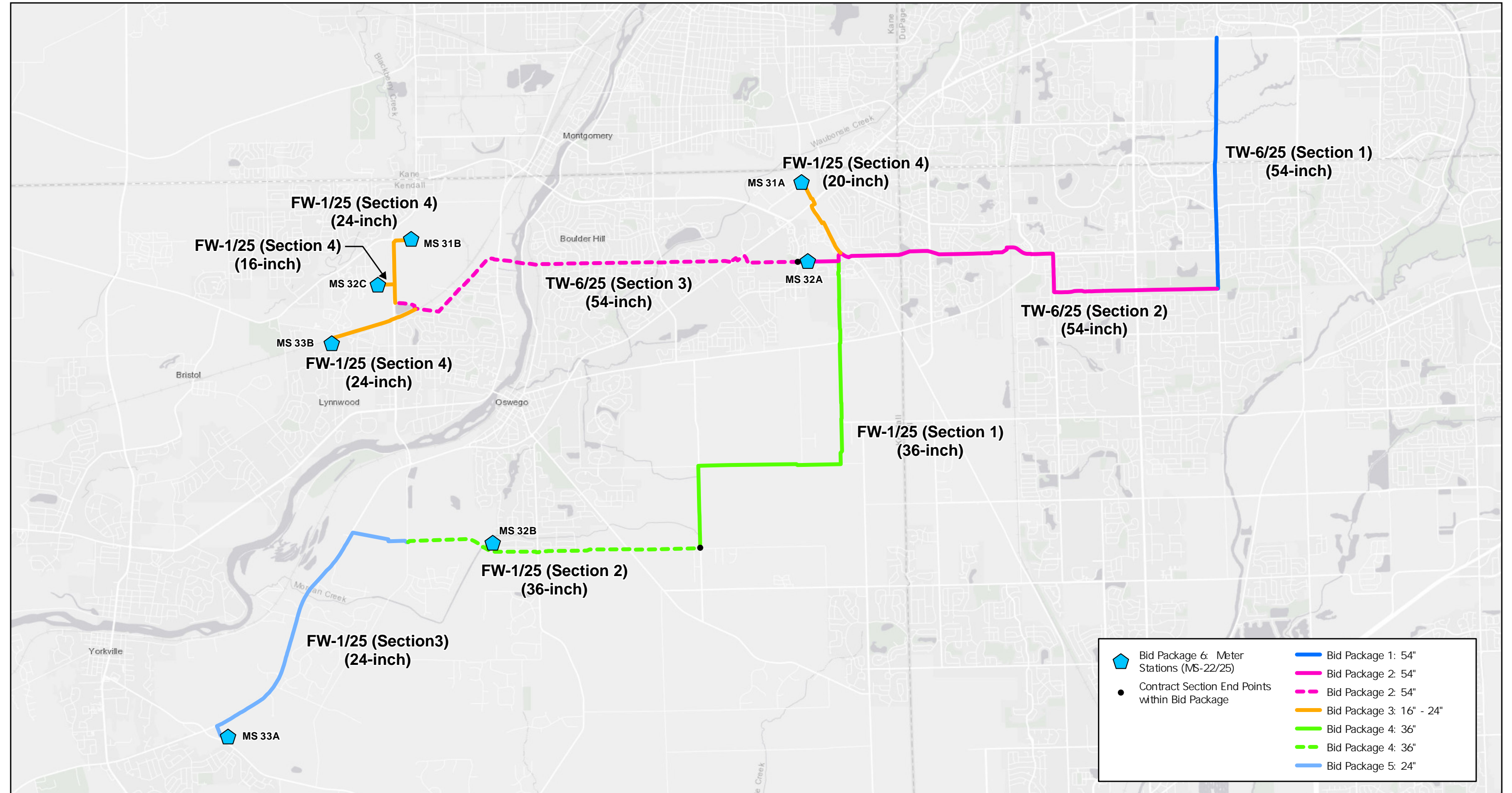
**Stanley Consultants** INC.

Cash Flow/Invoicing Forecast - Phase II Services  
DuPage Water Commission  
WaterLink Extension  
August 2024

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,754	\$ 1,012,246	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,001,536	\$ 1,001,536	\$ 751,152	\$ 250,384	\$ 125,192	\$ 125,192	\$ 125,192	\$ 125,192
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 562,551	\$ 785,653	\$ 649,964	\$ 584,344	\$ 567,202	\$ 330,058	\$ 318,851	\$ 309,854	\$ 322,020	\$ 210,726	\$ 178,750	\$ 178,750	\$ 179,830	\$ -
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,574,305	\$ 1,797,899	\$ 1,776,691	\$ 1,711,071	\$ 1,693,930	\$ 1,456,785	\$ 1,320,387	\$ 1,311,389	\$ 1,073,172	\$ 461,110	\$ 303,942	\$ 303,942	\$ 305,022	\$ 125,192
SUBTOTAL	\$6,316,409				\$6,979,591				\$6,660,942								
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942								
TOTAL PHASE II CONTRACT																\$ 19,956,942	







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0 0.5 1 2 3 Miles



## PRELIMINARY CONSTRUCTION BID PACKAGE SEGMENTS

DUPAGE WATER COMMISSION  
WATERLINK EXTENSION

8/6/2024

PAGE 1 OF 1



**Resolution #:** R-41-24

**Account:** 01-60-771000 \$40,789

**Approvals:** Author / Manager / Finance / Admin

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/8/2024

**Description:** A Resolution Suspending Purchasing Procedures and Authorizing the Purchase of a Valve Actuator and Operator from a Sole Source Provider.

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

A critical Remote Operated Valve (ROV10A) constructed in 1992 includes a valve actuator and electric valve operator which have exceeded life expectancy and are in need of immediate replacement - as is the manhole structure in which it is housed. A Consulting Engineer has begun to prepare plans and specifications for replacement of the manhole structure. Concurrently, staff contacted the valve actuator sole-source provider, Ferguson Industrial, and found that the lead time for the valve actuator and motor operator is 30+ weeks. Therefore, staff determined it was prudent to order the valve and take receipt of same as soon as possible so as not to delay the repair. Pre-purchasing the actuator directly will also remove the contractor up-charge which would otherwise also be added to the product cost.

The valve actuator and operator are manufactured by Limitorque, a division of Flowserve, which has been the Commission's standard actuator and operator since 2012.

Staff is requesting ratification of Resolution No. R-41-24 to suspend purchasing procedures and authorize the General Manager to ratify Purchase Order No. 41937 for the replacement valve actuator and operator from the sole source provider, Ferguson Industrial, at a cost of \$40,789. This action does not include installation services. Due to timing and cancellation of the July Board of Commissioners meeting, this purchase has been administratively approved and is presented at this time for ratification by the Board.

### Recommended Motion:

To approve Resolution No. R-41-24.

DuPAGE WATER COMMISSION

---

**RESOLUTION NO. R-41-24**

---

**A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE A VALVE ACTUATOR AND OPERATOR FROM A SOLE SOURCE PROVIDER.**

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, due to product quality and support services, the Commission has standardized purchase and installation of Limatorque brand valve actuators and operators since 2012; and

WHEREAS, Remotely Operated Valves are critical infrastructure; and

WHEREAS, the valve actuator and operator in Remote Operated Valve 10A is in an end-of-life condition and in need of replacement; and

WHEREAS, the delivery lead time for the critical component is in excess of thirty weeks; and

WHEREAS, Ferguson Industrial is the Sole Source Provider for the Limatorque valve actuator and operator; and

WHEREAS, it is staff's determination that time is of the essence and expediting the delivery of the valve actuator required action prior to Board approval: and

WHEREAS, the Board of Commissioners of the DuPage Water Commission, based upon representations made by staff, believes it is in the best interest of the Commission to suspend purchasing procedures and ratify Purchase Order No. 41937 authorizing the General Manager to purchase the valve actuator and operator from Ferguson Industrial in the amount of \$40,789;

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is hereby granted the authority to purchase the valve actuator and operator from Ferguson Industrial in the amount of \$40,789.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-41-24docx

11:14:42 JUL 02 2024

Page 1 of 2

ACTION AUTOMATION #2666  
Price Quotation  
Phone: 708-388-3232  
Fax: 708-388-3235

**Bid No:** B086142  
**Bid Date:** 03/06/24  
**Quoted By:** LPC

**Cust Phone:** 630-834-0100  
**Terms:** NET 10TH PROX

**Customer:** DUPAGE WATER COMMISSION  
600 E BUTTERFIELD ROAD  
ELMHURST, IL 60126

**Ship To:** DUPAGE WATER COMMISSION  
600 E BUTTERFIELD ROAD  
ELMHURST, IL 60126

**Cust PO#:**

**Job Name:** ROV 10A

Item	Description	Quantity	Net Price	UM	Total
PT-L12040NCUWG751S	---- L120-40 460/3/60, NCU, WP, MDPI WITH POT AND R/I, & REMOTE CNTRL STATION. UNIT WILL BE COUPLED TO A WG-75-1S-B/ WG-75-1SD-B GEARBOX WITH AN FA40 MOUNTING BASE TO MATCH EXISTING EIM ACTUATOR. ---- ***** ---- ***OVERALL LEAD TIME IS ROUGHLY 30-35 WEEKS ARO DUE TO GEARBOX*** ---- ALTERNATE OPTIONS MAY BE AVAILABLE TO REDUCE LEAD TIME.	1		EA	
			<b>Net Total:</b>		\$40789.00
			<b>Tax:</b>		\$0.00
			<b>Freight:</b>		\$0.00
			<b>Total:</b>		\$40789.00



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Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2666&on=453554>

ACTION AUTOMATION #2666  
Price Quotation

Fax: 708-388-3235

11:14:42 JUL 02 2024

**Reference No:** B086142

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2666&on=453554>



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



## Purchase Order

**41937**

Purchase of parts for the replacement of ROV 10A's gearbox/electric actuator

<b>Revision Number</b>	1	<b>Supplier</b>	Action Automation (Limitorque)
All previous revisions are no longer valid.		<b>Address</b>	5160 W. 125th Place
Not Confirmed			Alsip, IL 60803
<b>Ordered by</b>	BILL WEGNER	<b>Telephone</b>	708-388-3232
<b>Order Date</b>	07/09/2024	<b>Fax No.</b>	708-388-3235
<b>Purchase Order Due Date</b>	07/09/2024	<b>Contact</b>	Luke Cooper
<b>Delivery/Invoice Address</b>	DuPage Water Commission 600 E. Butterfield Road Elmhurst, IL 60126		

### Part Line Items

Line	Item Account-Fiscal Year	Supplier Part Desc.	Quantity UOM	Contract Discount %	Unit Price Total Tax Amount Total Extra Charges	Total Received Remaining
1	PT-L12040NCUWG751S-L120-40 460/3/60, NCU WP, MDPI WITH POT AND R/I, & REMOTE CONTRL STATION. UNIT WILL BE COUPLED TO A WG-75-1S-B/ WG-75-1SD-B GEARBOX WITH AN FA40 MOUNTING BASE TO MATCH EXISTING EIM ACTUATOR 01-60-771000-2025		1 EA		40,789.00 0.00 0.00	40,789.00 0.00 40,789.00

**Parts Total 40,789.00**

PO Value	40,789.00
Received	
Remaining	

**Approve** BILL  
**r** WEGNER **Date**

**PO Total 40,789.00**



**Purchase Order: 41937****DuPage Water Commission**

600 E. Butterfield Road

Elmhurst, IL 60126

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

**TERMS & CONDITIONS**

1. **ACCEPTANCE OF PURCHASE ORDER** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.

2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.

3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials and employees from and against all injuries, losses, damages, claims, suits, liabilities costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in tile goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.

4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.

5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.

6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.

7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Sellers risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.

8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules and regulations. Without limiting the generality of the foregoing, the Seller shall furnish Material Safety Data Sheets in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.

10. **TERMINATION.** The Owner may, at any time suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion or the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Sellers exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.

11. **TAXES.** The Owner is exempt from Federal, State, and local taxes.

12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.

14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.

15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

**Purchase Order: 41937**



**Resolution #:** R-43-24

**Account:** 01-60-662100 - \$100,000

**Approvals:** *Author / Manager / Finance / Admin*

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/8/2024

**Description:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Services from a Sole Source Provider to Maintain Electric Motors for High-Lift Pumping Equipment.

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

WEG Electric Machinery (EM) is an Original Equipment Manufacturer (OEM) of the DuPage Pump Station High-Lift Pump synchronous motors. These synchronous motors are the mechanical drivers for the pumps that deliver water to the Commission's Customers.

In order to maintain the thirty-year old synchronous motors, staff is recommending approval of Resolution No. R-43-24 which would suspend purchasing procedures and authorize the General Manager to purchase material and services from WEG Electric Machinery (EM) for the synchronous motor systems, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 24/25.

### Recommended Motion:

To approve Resolution No. R-43-24

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**RESOLUTION NO. R-43-24**

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**A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND SERVICES FROM A SOLE SOURCE PROVIDER AND IN EXCESS OF THE GENERAL MANAGER’S PURCHASING AUTHORITY TO MAINTAIN ELECTRIC MOTORS FOR HIGH-LIFT PUMPING EQUIPMENT**

WHEREAS, the DuPage Water Commission’s High-Lift Pumping System includes synchronous electric motors that provide electro-mechanical power to operate the pumps; and

WHEREAS, WEG Electric Machinery is the Original Equipment Manufacturer (OEM) of the Commission’s synchronous electric motors; and

WHEREAS, WEG Electric Machinery provides factory-trained technicians, customer service and support associated with Electric Machinery products; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and services from WEG Electric Machinery (EM) for the synchronous motor systems, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 24/25;

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 as if fully set forth.

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is hereby granted the authority to purchase material and services from WEG Electric Machinery (EM) for the synchronous motor systems, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 24/25 without further act.

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

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-43-24.docx

# Electric Machinery Field Service Rates (Revision June 2022)

## GENERAL INFORMATION:

WEG Electric Corp, and Electric Machinery Company maintain a staff of highly-trained Field Service Engineers and technicians to provide technical direction and turnkey assistance during start-up, inspection, maintenance and repair of all EM, WEG, and other manufacturers' equipment. Advanced diagnostic and testing services, customer training, and engineered solutions are also available to support a wide variety of industrial needs.

**Field Services on EM Product** can be arranged through the Electric Machinery Engineered Services Department, by telephone (612) 378-8000, by fax (612) 378-8051; or via 24 hour Emergency Line (612) 247-9232. Please visit [www.electrimachinery.com](http://www.electrimachinery.com) for additional information.

**Field Services on WEG Product** can be arranged through the WEG Electric Corp. Service Engineering Department, by telephone 800-275-4934 or 678-249-2000. For drives support, call 877-934-3748. Please visit [www.weg.net](http://www.weg.net) for additional information.

The Daily rates for Field Service technicians include time only. All expenses (air travel, car rental, taxi, hotel, and living and assignment specific expenses) will be billed at actual cost plus 15% processing fee. Meals will be billed at \$85.00 per day, with no receipts unless exceeded, in which case receipts will be provided. Rates in below table apply unless other specific rates are detailed in above proposal. ***Please note that supervision or single-technician requests shall be billed at the Field Service Engineer rate.***

	Straight Time	Overtime	Premium Time
Field Service Engineer	\$250.00	\$375.00	\$495.00
Generator or Motor Specialist / Winder	\$250.00	\$375.00	\$495.00
Generator or Motor Technician	\$155.00	\$235.00	\$310.00
Lead Consultant / TFA	\$305.00	\$455.00	\$605.00
Project Engineer / PM	\$205.00	\$310.00	\$410.00
Scheduler / Project Coordinator	\$150.00	\$225.00	\$300.00
Site Superintendent	\$165.00	\$250.00	\$330.00
Turbine Bucket / Blade Specialist	\$155.00	\$235.00	\$310.00
Turbine Stress Relieve / Heat Tech	\$155.00	\$235.00	\$310.00
Millwright Foreman	\$110.00	\$165.00	\$220.00
Millwright	\$95.00	\$145.00	\$190.00
Millwright TRT	\$100.00	\$150.00	\$200.00
Turbine Blader	\$155.00	\$235.00	\$310.00
Turbine Heat Stress Technician	\$155.00	\$235.00	\$310.00
Machinist (Shop or Field)	\$130.00	\$190.00	\$255.00
Blast Cleaning Rate	\$100.00	\$150.00	\$200.00

- Straight Time Refers to first 8 hours of work and travel Monday through Friday
- Overtime Refers to all hours exceeding 8 hours per day Monday through Friday and first 8 hours Saturday
- Premium Time Refers to all hours exceeding 8 hours Saturday and all hours Sunday and federally recognized holidays
- Other specialty technicians' rates available upon request; these are included in the body of any proposal in which they are needed



- **Domestic Locations** Refer to the contiguous 48 United States, Alaska, Hawaii, and Puerto Rico; rates above apply
  - **Address Domestic PO's to:** WEG Electric Corp., 6655 Sugarloaf Parkway, Duluth, GA 30097
  - **Remit to:** WEG Electric Corp., PO Box 744168, Atlanta, GA, 30374-4168
- **International Locations** Refer to all-other locations; add 45% to above rates
  - **Address International PO's to:** Electric Machinery Company LLC, 800 Central Ave NE, Minneapolis, MN 55413
  - **Remit to:** Electric Machinery Co LLC, 800 Central Ave NE, Minneapolis, MN 55413
- Add 15% to above domestic and international rates for any offshore job sites; small islands, platforms for petrochemical/oil refinery, and ships or boats are considered offshore sites
- Purchase orders issued less than 7 days prior to the commencement of work may be subject to 25% expediting charge on all time and expenses
- Purchase orders issued less than 7 days prior to the commencement of work may be subject to 25% expediting charge on all time and expenses

**TRAVEL:**

1. Travel time will be charged up to a maximum of 10 hours per day for each day of travel for Domestic Locations and to a maximum of 16 hours per day for International Locations.
2. Travel hours will be charged per the above rate chart.

**POLICIES:**

1. Daily rates apply from the time the Field Service Engineer leaves until they return to headquarters or the local accommodation. Should he/she start from, return to, or proceed to a point other than headquarters, charges for travel expenses and per diem rates shall not exceed charges that would normally have been incurred from or to headquarters or the local accommodation.
2. **EMERGENCY WORK**- minimum time for a person to be off work during any 24-hour period must be 8 consecutive hours.
3. Use of personal automobile or a company leased automobile (other than rental car) for transportation back and forth to the job site, a minimum charge equal to the US IRS allowable mileage rate on a personal vehicle.
4. Minimum billing for work and/or travel performed in less than 4 hours will be billed at 1/2 of the applicable daily rate. Services performed from 4 to 8 hours per day will be billed at the full daily rate.
5. **Standby time:** The time during which a Field Service Engineer is available for work, but is unable to do so because of circumstances beyond Electric Machinery's control, shall be considered as standby time and billing will be made as follow:
  - At the full applicable daily time rate (plus expenses) for any weekdays (whether at site or not)- Monday through Friday-, and for any weekend days or holidays when the representative is kept at site or put on call off-site.
  - At the applicable daily time rate (plus expenses), if the representative is requested to stay in the area (off-site) and report to work at a later defined date.
6. The apparatus being serviced shall be installed, aligned, grouted, and operated at the expense and under the direction of the Purchaser, unless specifically noted in this proposal. Field Service Engineers are available to supervise this activity at the rates indicated above. Equipment installation, testing, and commissioning shall be completed to WEG-EM manuals: 1100-INS-240E, 2100-INS-86E, and American Petroleum Institute Specification 686 unless otherwise agreed in writing by the customer. Deviations or discrepancies from these specifications shall be highlighted by WEG-EM Field Service Engineering and must be corrected or mitigated to ensure warranty compliance.
7. Neither WEG Electric Corp, nor Electric Machinery shall be responsible for materials furnished by the Purchaser (i.e. couplings, gears, or any equipment supplied by others) or for acts or failures to act of

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personnel furnished by the Purchaser, nor shall WEG Electric Corp or Electric Machinery be responsible for foundations, construction of foundations or for the nature of the soil upon which they are built.

8. Unless a specific Master Service Agreement exists, the Electric Machinery Company LLC Terms and Conditions of Sale for Technical Services shall apply.
9. Each field assignment is limited to 14 continuous days. Rotation of Service Personnel will be at the expense of the Purchaser.
10. All payments shall be in U.S. funds unless otherwise agreed.
11. Above rates are not negotiable at the time when services are being requested (unless a prior written agreement exists).

#### **OTHER CHARGES:**

1. Replacement parts and materials will be billed at prevailing prices.
2. Tools and test equipment shall be billed at the rates indicated above plus shipping unless otherwise stated in the contract or quotation. These prices include consumables such as grease, rags, sealant, and cleaning supplies. When special tools or hardware must be purchased for a particular job, then the charge for such tools or hardware will be billed at their cost plus 15% processing fee. The Purchaser has responsibility for safe storage at site of all tools and materials while under their care.
3. Cancellation charges will be assessed according to the following:
  - a. If service has begun but is incomplete, it will be billed at time and materials (T&M) per the rates and policies above
  - b. If service has yet to begin, an administrative fee of up to 5% of the order value may be assessed
  - c. Any associated equipment or goods produced will be billed at cost plus 15% or according to the payment terms of said equipment
  - d.

## **Electric Machinery Terms and Conditions of Sale for Technical Services (Revision March 2021)**

### **1. General.**

- (a) These Terms and Conditions of Sale shall apply to Electric Machinery's sale, as an independent contractor and not as agent or employee of Buyer, of technical advisory and field service engineering services applicable to the installation, overhaul, inspection, repair, modification or conversion of machinery which is located at Buyer's and/or Owner's location. Electric Machinery technical representatives function in an advisory capacity unless specifically contracted to act in a turnkey capacity. The equipment, machinery and property shall be at all times in complete care, custody and control of the Buyer and/or Owner.
- (b) This document, together with any additional writings signed by Electric Machinery and Buyer, represents the Agreement between the parties. These terms may not be modified except in writing signed by an authorized representative of Electric Machinery. Any terms and conditions submitted in Buyer's inquiry or purchase order shall be null and void unless specifically agreed to by Electric Machinery. The Agreement may not be amended except in a written amendment or change order signed by both Buyer and Electric Machinery. Catalogs, circulars and similar pamphlets of the Electric Machinery are provided for general information purposes only and are not a part of the Agreement. Each provision of this Agreement is intended by the parties to be effective and valid under applicable law, but if any provision hereof is prohibited or invalid by law, that provision is to be ineffective only to the extent of the prohibition or invalidity, so that the remainder of that provision and the remaining provisions of this Agreement will not be invalidated. Any failure by Buyer or Electric Machinery to enforce or to require the strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions.

### **2. Buyers Responsibility**

- a) Buyer shall provide Electric Machinery's Technical Representatives with free and unobstructed access to the site.
- b) Buyer shall furnish qualified labor, including foreman and supervisory personnel required to perform the work when Electric Machinery's is contracted to provide technical advice only. When turnkey services are contracted, Electric Machinery will execute those works stated, and shall not issue orders to Buyer's employees, subcontractors or agents.
- c) Buyer shall provide safe and proper working conditions in accordance with all applicable federal, state and local laws, rules and regulations, and shall provide all tools, equipment, parts, material, supplies, electricity, oil, fuel, water, and all other material and supplies required for installation, overhaul, inspection, repair, modification for conversion of Buyer's machinery.
- d) Buyer shall provide suitable office facilities, convenient to the worksite, for Electric Machinery's Representative. Such facilities shall include heating, lighting, desk, chair, telephone and safe storage space for drawings and necessary tools.
- e) Buyer shall be solely responsible for the machinery and operation of the machinery being in compliance with all laws, ordinances, codes and regulations, safety standards, emission regulations and specifications insofar as the same may be applicable. Buyer hereby agrees to defend, indemnify and hold harmless Electric Machinery from and against all claims or damages which may arise because of the failure of machinery in this respect.

### **3. Warranty**

Electric Machinery Company warrants that the technical services rendered shall be performed in accordance with this Agreement by qualified and experienced personnel. When the services of Electric Machinery's Technical Representative are advisory, the Buyer agrees that despite the presence of Electric Machinery's Technical Representative, the Buyer shall retain complete control and supervision of any work performed. When turnkey services are rendered, Electric Machinery Company will warranty the quality of those services for a period not to exceed 12 months. Any claim for defective service must be made in writing promptly and

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Page 3 of 4





in no event longer than 90 days from the date such service is performed. Upon Buyer's submission of a claim and its substantiation, Electric Machinery shall, at its option, re-perform the service or refund an equitable portion of the price paid for such service. The re-performance of Services or refund of an equitable portion of the contract by Electric Machinery under this warranty shall constitute Electric Machinery's sole obligation and Buyer's sole and exclusive remedy for all warranty claims. THE FOREGOING LIMITED WARRANTY AND LIMITED REMEDY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED IN LAW.

#### 4. Force Majeure

Electric Machinery shall not be responsible for any non-performance or delay in performance caused by any occurrence beyond Electric Machinery's reasonable control including but not limited to, strike, labor difficulties, delays of supplies, shortage of materials or transportation, acts of war (declared or undeclared), riot, insurrection, acts of God, fire, acts or omissions of Buyer, and/or Owner, or any Government, or unusually severe weather.

#### 5. Taxes and Permits

No taxes or permits of any kind or character are included in the rates quoted. All taxes shall be itemized separately on Electric Machinery invoices. If Buyer claims an exemption from taxes, Buyer is responsible to provide Electric Machinery with a valid exemption certificate. Electric Machinery shall accept a valid exemption certificate from Buyer. If an exemption certificate accepted by Electric Machinery is not recognized by the taxing authority and Electric Machinery is required to pay the tax, Buyer shall promptly reimburse Electric Machinery for those taxes paid along with interest and penalty if assessed by the taxing jurisdiction.

#### 6. Compensation and Invoicing

Buyer shall compensate Electric Machinery for performance of services in accordance with the above attached Field Service Rates. Electric Machinery shall submit its invoice upon completion of the services or, if performance of the services continues for more than 30 days, Electric Machinery shall submit monthly invoices. The rates are subject to adjustment to conform to Electric Machinery's published rates in effect at the time the service is performed. Invoices are due for payment within 30 days of date of invoice. Buyer shall pay interest on past due payments at the rate of 1.5% per month from the due date until paid.

#### 7. Limitation of Liability

- a) The remedies of the Buyer set forth herein are exclusive. The total liability of Electric Machinery with respect to any claims under this contract, whether based in contract, indemnity, tort, strict liability, or otherwise, shall not exceed the purchase price of the services upon which such liability is based unless specifically indicated in a signed Master Service Agreement.
- b) Electric Machinery shall in no event be liable for any consequential, incidental, special or indirect damages whether in contract, warranty, negligence, tort, strict liability, or otherwise, including but not limited to loss of profits or revenue, loss of use of the machinery or any associated equipment, cost of capital, cost of substitute machinery, facilities or services, downtime costs, delays or claims of Owner or customers of Buyer and/or Owner or other third parties unless specifically indicated in a signed Master Service Agreement.
- c) In no event, regardless of cause, shall Electric Machinery assume responsibility for or be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the technical advisory services. All causes of action against Electric Machinery arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

#### 8. Environmental Liability

- a) Electric Machinery shall have no responsibility or liability for any substance, chemical, material or waste including, without limitation, petroleum products, PCBs or asbestos that is identified as hazard, toxic or dangerous by any federal, state and local statutes, rules, regulations, orders, ordinances and notices ("Hazardous Materials") or for materials or substances of unknown origins on or under Buyer's premises. Buyer shall defend, indemnify and hold harmless Electric Machinery from and against any and all claims arising from any Hazardous Material that has not been rendered harmless.
- b) If the services are to be performed in a nuclear facility, the Buyer shall arrange for insurance and governmental indemnity against liability. Buyer holds harmless and indemnifies Electric Machinery and its suppliers for any damage, including loss of use, in any manner arising out of a nuclear incident, even if due in whole or in part to the negligence of Electric Machinery or its suppliers.

#### 9. Export Controls

Buyer represents and warrants that the machinery and services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Buyer agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Electric Machinery or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

#### 10. Inventions and Information

Unless otherwise agreed in writing by Buyer and Electric Machinery, all right, title and interest in any inventions, developments, improvements or modifications of or for machinery and services shall remain with Electric Machinery. Any design, manufacturing drawings or other information submitted to the Buyer remain the exclusive property of Electric Machinery. Buyer shall not, without Electric Machinery's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the machinery and not for any other purpose, including the duplication thereof in whole or in part.





**Resolution #:** R-46-24

**Account:** 01-60-663200

**Approvals:** *Author / Manager / Finance / Admin*

**JH JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/8/2024

**Description:** A Resolution Approving Task Order No. 10 under a Master Contract with DeLasCasas CP, LLC

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The Commission entered into a Master Contract with DeLasCasas CP, LLC., on August 23, 2021, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-46-24 would approve the following Task Order to the Master Contract:

### **Task Order No. 10: Indeterminate Corrosion Assistance**

Task Order No. 10 is for indeterminate engineering services associated with cathodic protection testing and reporting. These services would be for assistance in the investigation and mitigation of possible corrosion influences that may be identified from time to time during emergency repair work, routine maintenance of the Commission's distribution system, or as may become known at quarterly CRCUC (Chicago Regional Committee on Underground Corrosion) meetings.

Indeterminate corrosion assistance would be assigned by the Project Engineer on an as-needed basis. The not-to-exceed cost for this Task Order is \$15,000.

### **Recommended Motion:**

To approve R-46-24.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-46-24**

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A RESOLUTION APPROVING A TASK ORDER NO. 10 UNDER A MASTER CONTRACT  
WITH DELASCASAS CP, LLC

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with DeLasCasas CP, LLC (the “Consultant”) to provide, from time to time, professional engineering services in connection with various projects of the Commission (the “Master Contract”); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-46-24.docx

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## EXHIBIT 1

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## TASK ORDER NO. 10

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and DeLasCasas CP, LLC ("Consultant") for Professional Engineering Services dated August 23<sup>rd</sup>, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Indeterminate Corrosion Assistance as needed based on emergency repair work, routine maintenance, or as become known at quarterly CRCUC meetings.

2. **Services of Consultant:**

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

A. Basic Services, as assigned by the Project Engineer in writing, to include:

1. Evaluation and mitigation of possible corrosion influences, as needed, that may be identified from time to time during emergency repair work, routine maintenance, or as become known at the quarterly CRCUC (Chicago Regional Committee on Underground Corrosion) meetings.
2. Performance of field testing, as needed, including the following:
  - ON and OFF Pipe-to-Soil potentials at test points
  - ON and OFF Casing-to-Soil potentials (when applicable)
  - ON and OFF potentials to verify electrical isolation (when applicable)
  - ON and OFF Pipe-to-Soil potentials, current magnitude and direction at existing bonds
  - Potentials, current direction, and magnitude at the sacrificial or impressed anode systems
  - Rectifier outputs
  - Current requirement testing
  - Soil resistivity testing
  - Troubleshooting of cathodic protection systems (when applicable)
3. Completion of a report summarizing the results of the data obtained, evaluation of data obtained, and recommendations, as needed. Provide a copy of all data, as needed.
4. Other Services as the Project Engineer deems necessary for corrosion mitigation.

B. Additional Services:

None

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

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

4. **Commencement Date:**

August 16, 2024

5. **Completion Date:**

April 30, 2025

6. **Submittal Schedule:**

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

7. **Key Project Personnel:**

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$15,000 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant 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:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments:**

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

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 August 16, 2024.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Paul D. May, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney

Title: Project Engineer

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

E-mail Address: haney@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: \_\_\_\_\_  
Jennifer De Las Casas  
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272





**Resolution #:** R-45-24

**Account:** 01-60-772500

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/1/2024

**Description:** A Resolution approving an engineering contract with Haeger Engineering

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

As a function of the discussion regarding the source water project and the purchase of the 127-acre site in Northbrook, DWC has also identified that other existing real estate holdings may present opportunities for the Commission. In particular, DWC owns a 37-acre parcel in Woodridge for which less than 5 acres are occupied by the Commission. It is not likely that the remainder of the site will be utilized for infrastructure purposes in the future, so DWC has determined that it is advisable to evaluate the development potential for the vacant portion of the site.

In order to determine the development potential and property value, it is necessary to contract with an engineering firm to evaluate the site relative to wetland impacts, site access, utility availability, and local zoning codes. DWC contacted Haeger Engineering to provide a proposal for this service, as they have particular expertise with developments throughout the suburban region and provided similar due diligence services for the DWC Northbrook site. A scope of services, including the preparation of concept site plan is attached. Disposition of this property has been previously considered by the DWC Finance Committee, and an engineering contract with Haeger was discussed by the Engineering Committee at the June meeting, although the item did not appear on the action agenda at that time due to timing.

The cost for the proposed services is not-to-exceed \$15,000, which is within the General Manager's purchasing authority and the contract was executed following discussion under "Other Business" at the June Board of Commissioners meeting. It is presented as a formal action item at this time for ratification.

### Recommended Motion:

To approve Resolution R-45-24, ratifying authorization of an Engineering Contract with Haeger Engineering.

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**RESOLUTION NO. R-45-24**

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**A RESOLUTION APPROVING AND RATIFYING  
A PROFESSIONAL SERVICES CONTRACT WITH  
HAEGER ENGINEERING**

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 currently owns a 37-acre parcel in Woodridge and utilizes only a portion of the site for infrastructure purposes; and

WHEREAS, the Commission has determined that the vacant portion of the site is unlikely to be utilized for future infrastructure purposes, but may have market value as a potential development site; and

WHEREAS, the Commission desires to contract with a professional engineering firm to evaluate the site conditions and prepare a conceptual site plan so that the development potential and market value of the site can be determined; and

WHEREAS, the Commission has requested a proposal from Haeger Engineering, which has applicable experience, and has submitted a proposal in an amount not-to-exceed \$15,000 for this work;

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 Engineering contract with Haeger Engineering shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined it is in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required and shall be in full force and effect from and after its adoption.

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-45-24.docx

**VIA EMAIL**

June 19, 2024

Mr. David Russo, Commissioner  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

Email: dcrfield@gamil.com

**RE: Naperville 75<sup>th</sup> Street Parcel - DuPage Water Commission, Due Diligence Services  
Engagement Letter for Professional Civil Engineering & Land Surveying Services  
Our File No.: 24991.229**

David,

Haeger Engineering, LLC ("Haeger") is pleased to present this engagement letter for professional engineering and land surveying services.

**PROJECT UNDERSTANDING & ASSUMPTIONS:**

We understand that the DuPage Water Commission (DWC) presently owns a 37-acre property located along 75<sup>th</sup> Street. The property is presently located in unincorporated DuPage County and is partially developed with large water tanks utilized by the DuPage Water Commission. We understand that you are considering the potential development of the excess land while retaining the portion needed by DWC.

The property is constrained by access and wetlands, but it is anticipated that the property could be annexed into the City of Naperville and a large portion seems suitable for residential development.

We understand that you require initial due diligence and a density study for a potential townhome development to consider a likely development scenario for further review and investigation.

We may also be asked to produce exhibits, investigate related site civil engineering or land surveying items, and consult with others as part of the due diligence investigation for the site.

We anticipate the following tasks will be needed from us as part of this development:

- 1.) Due Diligence / Coordination.
- 2.) Develop base site plan.
- 3.) Develop concept site plan with townhome product.
- 4.) Coordinate with DWC on potential site constraints.
- 5.) Coordination with the City of Naperville (if authorized)

We propose to perform the following tasks:

**1. DUE DILIGENCE / COORDINATION**

We anticipate that there will be initial coordination, review of due diligence documents and the preparation of exhibits to determine the suitability of the site. We have allowed for the following tasks under this phase:

- Review of legal descriptions and/or other documentation pertaining to the site to determine potential impact on development or cost implications.
- Gather public records for the site and prepare a base engineering drawing for the site.
- If authorized, coordinate with the local municipal engineering and public works departments and obtain water, sanitary and storm sewer atlas information.



- Prepare and Submit applications to the Illinois Department of Natural Resources – Endangered Species and the Illinois Historic Preservation Agency to obtain clearance or determine if any additional studies and/or reports will be required.

## 2. CONCEPT SITE PLAN

The due diligence information and the base drawing will be used to develop a concept site plan for the project. We will develop a typical site plan for townhomes based on typical townhome footprints used by builders. We will advise with respect to access and utility requirements and help facilitate a site plan that accommodates the site constraints including wetlands, depressional storage, detention, volume control and existing easements.

We will coordinate with you and revise / update the site plan based on feedback and preferences.

## 3. FEES

We propose to perform the requested work using our standard hourly rates, as listed below. We understand that the work and any requested revisions cannot exceed \$15,000.

We also bill for the cost of reimbursable expenses including prints, mylars, purchased documents for the project, overnight mail services, messenger services, authorized travel expenses and other miscellaneous reimbursable expenses will be billed separate and beyond the hourly fees, at cost plus 10%.

## 4. METHOD OF PAYMENT

We propose to bill you monthly during the course of work. The billing will be based on our standard hourly rates as listed below. We propose to utilize these rates for the project and any authorized additional services:

Principal	\$170.00	-	\$200.00
Associate	140.00	-	170.00
Project Engineer	120.00	-	150.00
Professional Land Surveyor	120.00	-	150.00
Senior Land Planner	120.00	-	150.00
Senior Technician	100.00	-	130.00
Resident Engineer	100.00	-	120.00
Land Surveyor	80.00	-	120.00
Engineer	80.00	-	120.00
Technician	60.00	-	100.00
Administrative	60.00	-	100.00
Survey Crew One Man	130.00		
Survey Crew Chief	110.00		
Survey Crew Technician	70.00		

### Notes:

- 1.) A survey party consists of a crew chief and one or more technicians.
- 2.) Crew rates include a Robotic Total Station or GPS equipment.

In addition to the hourly rates stated above, reimbursable expenses including prints, mylars, purchased documents for the project, overnight mail services, messenger services, authorized travel expenses and other miscellaneous reimbursable expenses will be billed separate and beyond the hourly fees, at cost.

All invoices are due and payable within thirty (30) days after submittal to you. All invoices shall be deemed to be proper and acceptable unless we are contacted in writing regarding an objection to the invoice within fifteen (15) days of the invoice date. Interest will be charged on all overdue payments at a rate of one percent (1%) per month.



This proposal is subject to the Terms and Conditions, which are incorporated herein. If this proposal is acceptable to you, please sign one copy and return it to us.

Sincerely,

**HAEGER ENGINEERING, LLC**

Len Kleinjan, PE, PLS, CFM  
President

ACCEPTED BY: _____	
Company	
_____ Printed Name	
_____ Billing Address	
_____ Signature	_____ Date
_____ Billing Contact Email Address	Prefer Invoices Via: Email <input type="checkbox"/> Mail <input type="checkbox"/>

## GENERAL TERMS AND CONDITIONS

HAEGER ENGINEERING, LLC ("HAEGER" or "Consultant") agrees to furnish and the Client agrees to pay for engineering services provided on the project identified in Haeger's Proposal. Haeger and the client agree to the following terms and conditions governing this Agreement. For the purposes of this document, "Client" refers to the entity signing the proposal, "Work" refers to construction and "services" refers to professional services.

1. **AGREEMENT.** These General Terms and Conditions, and the Haeger Engineering, LLC Proposal, to which these terms are attached (collectively, this "Agreement") shall be deemed to be one instrument. The Proposal and General Terms and Conditions shall be incorporated and made a part hereof of any Contract entered into between the parties and shall be binding and agreed to by both parties.
2. **CLIENT'S RESPONSIBILITIES.** Client shall do the following in a timely manner so as to not delay the services of Haeger.
  - a.) Provide all criteria and full information as to client's requirements for the project, including design objectives and constraints, borings, probings and sub-surface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which Haeger may use and rely upon in performing services under this Agreement.
  - b.) Arrange for access to and make all provisions for Haeger to enter upon public and private property as required for Haeger to perform services under this Agreement.
  - c.) Give prompt written notice to Haeger whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Haeger's services, or any defect or non-conformance in the work of any Contractor.
  - d.) Client reserves the right by written Change Order or Amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Haeger and Client shall negotiate adjustments acceptable to both parties to accommodate any changes.
  - e.) Make timely progress payments to Haeger as required by the Agreement.
3. **HAEGER'S RESPONSIBILITIES.** Haeger will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. Notwithstanding anything to the contrary which may be contained in this Agreement, or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, Haeger shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or the safety, safety precautions, or programs of the Client, the Construction Contractor, or other Contractors or Subcontractors performing any of the Work or providing any of the Services on the Project. Nor shall Haeger be responsible for the acts or omissions of the Client, or for the failure of the Client, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended or waived by Haeger.
4. **INVOICES, PAYMENTS AND INTEREST.** All invoices are due and payable within thirty (30) days after submittal to Client unless specified otherwise in the proposal. All invoices shall be deemed to be proper and acceptable unless we are contacted in writing regarding an objection to the invoice within fifteen (15) days of the invoice date. Interest will be charged on all overdue payments at a rate of 1% per month. Haeger reserves the right to adjust its hourly rates and expenses annually.
5. **SUSPENSION OR TERMINATION OF CONTRACT.** Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
6. **THIRD-PARTY BENEFICIARY.** If Client is a Contractor for the Owner of the Property, the parties acknowledge that Haeger Engineering, LLC is intended to be a third-party beneficiary of the contract entered into between Owner and Client. If Client is the Owner of the Property, the parties acknowledge that Haeger Engineering, LLC is intended to be a third-party beneficiary of the Construction Contract entered into between Owner and Contractor.
7. **INDEMNIFICATION.** Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.





8. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
9. **OWNERSHIP OF DOCUMENTS.** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Failure by the client to pay for these services will result in the automatic revocation of the license. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
10. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
11. **OPINIONS OF COST.** When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
12. **INSURANCE.** If the project goes to construction, the Client agrees to secure from all Contractors and Subcontractors working directly or indirectly on the Project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage in an amount not less than \$1,000,000 per occurrence, naming the Client and Haeger Engineering, LLC and their officers, employees and agents as additional insureds, and that said Contractor and Subcontractor shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the Work.
13. **ENFORCEABILITY.** In the event that Haeger Engineering, LLC refers this Agreement to any attorney for any reason growing out of or related to interpretation of this Agreement or enforcement of any of the obligations hereunder, Client agrees to pay Haeger Engineering, LLC's reasonable attorney's fees and such actual costs incurred by Haeger Engineering, LLC.
14. **ASSIGNMENT.** This Agreement may not be assigned by Client without Haeger Engineering, LLC's written consent. In the event that Haeger Engineering, LLC consents to an assignment, such consent shall not relieve Client from any of its obligations under this Agreement. The Assignee shall be considered the agent of the Client, Client shall remain liable as if no assignment has been made. The Assignee shall be subject to and bound by the terms of the Proposal and the Terms and Conditions incorporated therein.
15. **SEVERABILITY.** Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect.
16. **CONFLICT OF LAW.** The laws of the State of Illinois shall govern the interpretation, validity and construction of the Terms and Conditions of this Agreement.
17. **ACCEPTANCE OF THIS AGREEMENT.** Authorization for Haeger Engineering, LLC to initiate services on the Project shall constitute acceptance of the terms and conditions of this Agreement.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Ins Svcs LLC Euclid-Prof</b> <b>2021 Spring Road, Suite 100</b> <b>Oak Brook, IL 60523</b> <b>312 442-7200</b>	<b>CONTACT NAME:</b> Laurie Cloninger <b>PHONE (A/C, No, Ext):</b> 630 625-5219 <b>FAX (A/C, No):</b> 610 537-4939 <b>E-MAIL ADDRESS:</b> AECertificates@usi.com																					
<b>INSURED</b> <b>Haeger Engineering LLC</b> <b>100 E State Pkwy</b> <b>Schaumburg, IL 60173</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : RLI Insurance Company</td><td>13056</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : RLI Insurance Company		13056	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0002025	02/15/2024	02/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001410	02/15/2024	02/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001556	02/15/2024	02/15/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001789	02/15/2024	02/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			RDP0053574	02/15/2024	02/15/2025	\$2,000,000 each claim / \$2,000,000 annual aggr.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

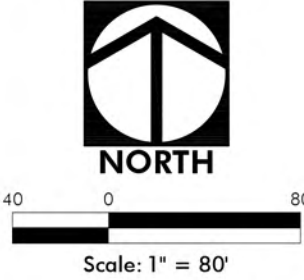
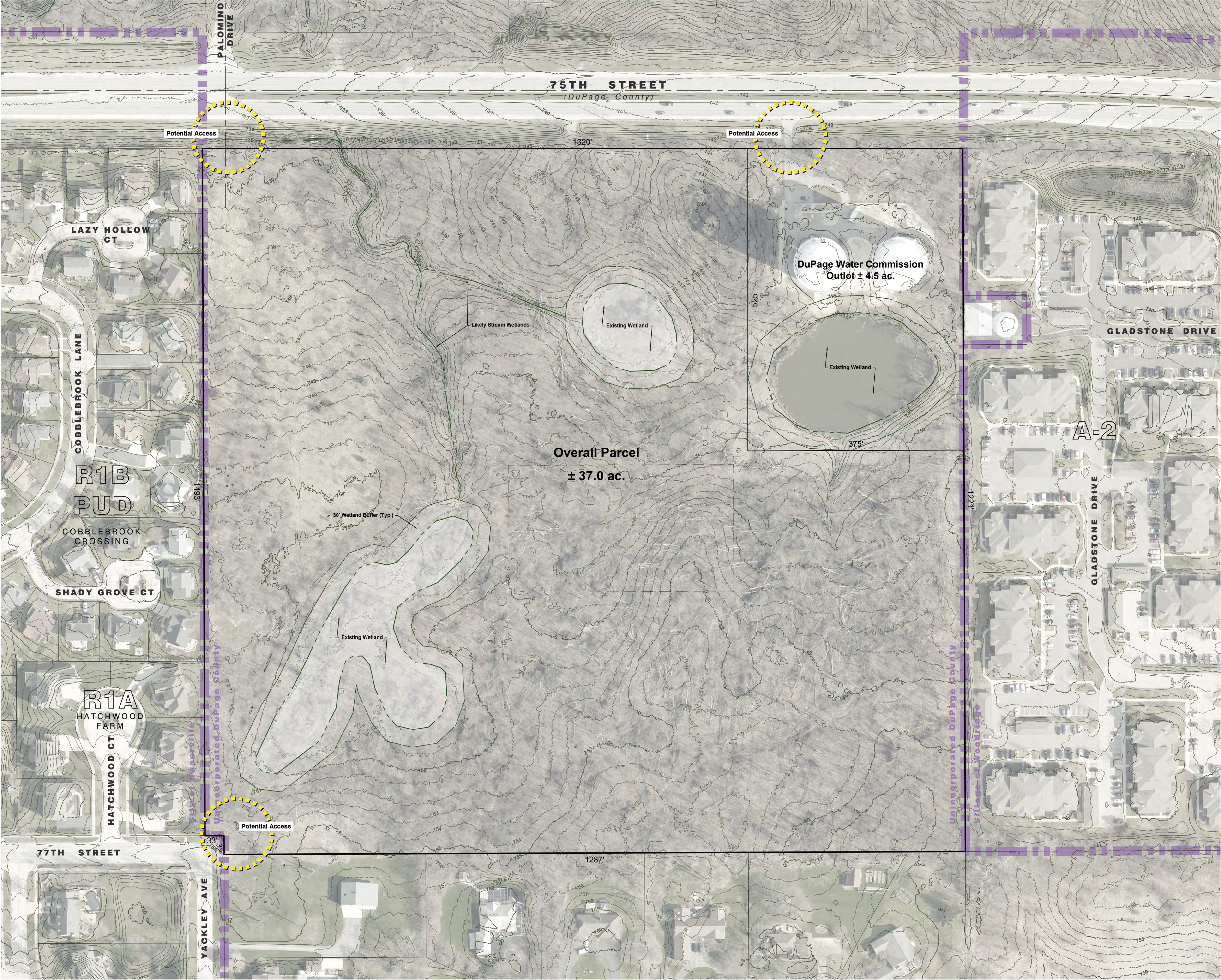
## CERTIFICATE HOLDER

## CANCELLATION

<b>Haeger Engineering LLC</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Note:**  
Wetlands shown are from DuPage County GIS data. Actual wetlands will need to be delineated by a Wetland Consultant.

Site Data	ac.	s.f.	
Gross Area	37.04	1,613,274	
DuPage County Outlot	4.50	196,101	12%
Onsite Wetlands	1.80	78,240	5%
Onsite 30' Wetland Buffers	1.59	69,051	4%
Net Land Area	29.15	1,269,881	79%

**Note:**  
Aerial Imagery is courtesy of DuPage County.  
Date of photography: 04-06-2023.  
Contours, parcel lines, and wetland limits shown are courtesy of DuPage County GIS.

PROPERTY EXHIBIT  
75TH STREET PARCEL

UNINCORPORATED DUPAGE COUNTY, ILLINOIS

May 16, 2024

**HAEGER ENGINEERING**  
consulting engineers • land surveyors  
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608  
Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com





**Resolution #:** R-47-24

**Account:** Various Accounts

**Approvals:** *Author / Manager / Finance / Admin*

**JH JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/8/2024

**Description:** A Resolution Approving a Contract Extension for Soils and Materials Testing Services (Contract MT-12/22) With Construction and Geotechnical Material Testing, Inc.

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The Commission awarded a contract (Contract MT-12/22) in August of 2022 with Construction and Geotechnical Material Testing, Inc. (CGMT) for two years of technical on-site and off-site soils and materials testing and inspection services during the construction of the Generator Facility Expansion Project and other miscellaneous facilities and improvements.

The current contract expires on August 29<sup>th</sup>, 2024; 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 has agreed to extend the term of the contract for an additional year. It should also be noted that CGMT has agreed to maintain the fee structure as initially established in 2022, without any increased pricing to the Commission during this extension.

A signed acknowledgement is attached to this document.

### Recommended Motion:

To Approve Resolution R-47-24.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-47-24**

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A RESOLUTION APPROVING THE CONTRACT EXTENSION FOR SOILS AND MATERIALS TESTING SERVICES (MT-12/22) WITH CONSTRUCTION AND GEOTECHNICAL MATERIAL TESTING, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated August 29, 2022, 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 Generator Facility Expansion Project and of other miscellaneous facilities and improvements related to the Commission's Waterworks System ("Contract MT-12/22"); and

WHEREAS, Contract MT-12/22 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 interest of the Commission to extend Contract MT-12/22 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-12/22 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and the General Manager is hereby authorized and directed to execute said extensions on behalf of the Commission.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
James F. Zay, Chairman

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2022/R-47-24.docx

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## EXHIBIT 1

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# 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-12/22) for one (1) additional year beginning August 30, 2024, and maintain the pricing as stated in the Original Contract.

**For CGMT, Inc.**

**For DuPage Water Commission**

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**Pratik Patel, P.E., Vice President**

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**Paul D. May, P.E., General Manager**

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**Date**

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**Date**