



AGENDA – Engineering and Construction Committee

Thursday, April 17, 2025 6:00 PM

Committee Members

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

- I. Roll Call
- II. Approval of the March 20, 2025, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the March 20, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-26-25:** A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution (**Schneider Electric – \$180,145**)
- V. **Resolution R-27-25:** A Resolution Approving and Ratifying Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO No. 032 – Benchmark Construction Co., Inc. Estimated Expense of \$22,599.26**)
- VI. **Resolution R-28-25:** A Resolution Approving and Authorizing the General Manager to Enter into an Agreement through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702 (**Esscoe LLC, a Convergent Technologies Company – Not-To-Exceed \$100,000**)
- VII. **Resolution R-29-25:** A Resolution Authorizing the General Manager to Purchase Replacement Sensus Water Meter Registers (**Core & Main Illinois – Not-To-Exceed \$150,000**)
- VIII. **Resolution R-30-25:** A Resolution Approving Task Order No. 11 for Quarterly Inspection and Testing of Reverse Current Switch Controllers (**DeLasCasas CP, LLC – Annual Expense of \$2,880.00**)
- IX. **Resolution R-31-25:** A Resolution Approving Task Order No. 12 for 2025 Test Point Surveying (**DeLasCasas CP, LLC – Not-To-Exceed \$68,915.79**)
- X. **Resolution R-32-25:** A Resolution Approving a First Amendment to Task Order No. 10 under a Master Contract with DeLasCasas CP, LLC (**Increase in Not-To-Exceed Cost from \$15,000 to \$17,800**)

- XI. **Resolution R-33-25:** A Resolution Approving an Owner’s Technical Representative Contract for the WaterLink Pipeline Project **(Lockwood, Andrews and Newnam, Inc. (LAN) – No Cost This Action)**
 - XII. **Resolution R-34-25:** A Resolution Approving a Construction Staking Contract for the WaterLink Pipeline Project Section TW-6/25-1 **(Robinson Engineering Ltd. (REL) – Not-To-Exceed \$297,928)**
 - XIII. **Resolution R-35-25:** A Resolution Authorizing the Pre-Purchase of Three (3) 54-Inch Diameter Valves for the WaterLink Project **(Val-Matic Valve and Manufacturing Corp. – Estimated Expense of \$233,000)**
 - XIV. **Resolution R-36-25:** A Resolution Approving EPA Air Emissions Monitoring for the DPPS Emergency Generation System **(Altorfer/CAT – Estimated Expense of \$65,321.20)**
- RECOMMENDED MOTION: To recommend approval of Items 2 through 12 of the Engineering and Construction Committee Report section of the Commission meeting agenda
- XV. Other Business
 - XVI. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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

March 20, 2025

Commissioner Saverino called the meeting to order at 6:00 P.M.

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

Committee members absent: J. Fennell

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

Commissioner Bouckaert moved to approve the Minutes of the January 16, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion was seconded by Commissioner Novotny 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 provided a report on the Status of Capital Construction, Capital Engineering and other Improvement Projects.

Manager of Water Operations Bostick advised the Committee of recent and ongoing maintenance items including the return of the rebuilt High Lift Pump No. 3 motor, the replacement of the Medium Voltage Switchgear Batteries in the Emergency Generation Facility, and the imminent replacement of the High Lift Pump No. 9 pump control cone valve.

Manager of Water Operations Bostick also updated the Committee regarding the City of Chicago's transition from a blended phosphate treatment to an orthophosphate treatment. He indicated that Staff continues to share information with customer communities and monitor specified water quality parameters to ensure there are no issues with the water that the Commission is pumping out. He also noted that the transition is expected to continue through late spring and that Staff has not received any negative feedback from the Contract Customers.

Regarding the ongoing discussions with the City of Chicago regarding Lexington Manager of Water Operations Bostick advised the Committee that there are no substantive updates to share. He stated that staff continues to await progress updates from the City regarding the SCADA View Node, which remains in a state of failure, as well as the vibration analysis equipment which continues to require replacement.

Manager of Water Operations Bostick noted that Pipeline and Remote Facilities Staff continue to inspect and maintain remote facilities and continue working with DeLasCasas to perform corrosion testing and maintenance at designated feeder main and meter station locations.

Regarding R-20-25, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve Work Authorization Order No. 31 to QR contractor Benchmark Construction to reconfigure the outfall in the DuPage Pump Station's Stormwater Detention Tank.

Manager of Water Operations Bostick also noted that resolution R-21-25, would provide authorization to the General Manager to purchase cathodic protection rectifiers from Mesa Products to replace units that have exceeded their useful life and to keep stock spares.

Manager of Water Operations Bostick reported on the progress of the SCADA Replacement Project, stating that the factory acceptance testing for remote telemetry units at meter station, remotely operated valves and tank site locations is complete and installation of the new equipment may begin by the end of March.

Regarding R-22-25, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve the purchase and installation of six additional security door access latches, card readers and accessories from Schneider Electric to address concerns of the Elmhurst Fire Department at high-hazard facility locations.

Engineering Manager Loster stated that the ongoing design of a joint metering and pressure adjusting station for the Village of Lombard's fifth connection point will likely be completed in the next 4-6 weeks, with construction to follow at Lombard's discretion.

Engineering Manager Loster also noted that Commission Staff recently participated in a kick-off meeting to initiate work with Burns & McDonnell to begin working on a new hydraulic model for the Commission, as an alternative to continually updating the existing model.

Regarding the WaterLink Project, Engineering Manager Loster stated that the phase II effort continues and is approximately 74% complete at this time. He advised the Committee that permit submittals continue to be made, with the initial submittals starting to yield review comments and/or approval.

Engineering Manager Loster also shared that the corrosion control study, managed by the three WaterLink communities, continues to progress and recently transitioned to the phase wherein water from Chicago is being circulated through the harvested piping to simulate the conditions when the WaterLink Project is completed. He noted that the overall study is anticipated to continue through November of this year but may be completed early.

With regard to property acquisition on the WaterLink Project, Engineering Manager Loster stated that nearly 40 property owners have been contacted to date. He stated that Staff plans to bring an initial round of action items to the Board starting in April, which will be the first of two phases. The first of which will seek general authority to negotiate and the second to authorize approval to make the designated offer.

Engineering Manager Loster noted that multiple workshops with the Program Management team of Burns & McDonnell have taken place over the past month, including topics such as project communications, stakeholder engagement and website construction. Additional construction engineering assignments will likely be brought forward for the remaining bid packages during the summer months.

Engineering Manager Loster also advised the Committee that earlier in the week, the project team held a contractor outreach event in order to engage the contractor community and inform them of

the project details and schedule. He noted that approximately 70 people attended the event, with nearly 50 of them being from the contractor community.

Regarding resolution R-24-25, Manager of Water Operations Bostick advised the Committee that this action approves the land surveying work performed by Haeger Engineering to prepare for the proposed sale of excess property on 75th Street in Lisle Township.

Commissioner Saverino 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 Novotny and unanimously approved by a Voice Vote.

Commissioner Saverino 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 Novotny and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2025/ENG250320.doc



MEMORANDUM

To: Paul May – General Manager

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

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

Date: 4/10/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for March 2025 were a total of 2.03 billion gallons. This represents an average daily demand of 65.4 million gallons per day (MGD), which is higher than the March 2024 average day demand of 62.7 MGD. The maximum day demand was 69.8 MGD, recorded on March 24, 2025, which is higher than the March 2024 maximum day demand of 65.5 MGD. The minimum day flow was 57.2 MGD.

The recorded total precipitation for March 2025 was 2.99 inches compared to 3.33 inches for March 2024. The level of Lake Michigan for March 2025 is 577.89 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.54 (Feet IGLD 1985) for March 2024.

The Chicago Tribune posted an article on March 27th regarding the level of Lake Michigan as being at a historic low. However, after review of the Army Core of Engineers (ACOE) records as posted on their website, ACOE records historic lows and highs dating back to 1926. The ACOE Lake Michigan/Lake Huron historic low was recorded as 576.08 (1964) and historic high was recorded as 581.50 (2020).

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled on March 12th. Electrical terminations are complete, cooling water lines were reinstalled, and the drive shaft realigned. Start-up and testing of HLP No. 3 is forthcoming.

HLP No. 9 Pump Control Cone Valve was removed and shipped out for rebuilding. A new cone valve was installed in its place. Once the rebuilt cone valve is returned, it will be inserted into the discharge

of a HLP to be determined, and the removed valve will be rebuilt. This process will continue until each of the High Lift Pumps has a new or refurbished valve in place.

Resolution R-28-25 appears on the agenda requesting approval for the purchase and installation of various fire alarm system panels throughout at the DuPage Pumping Station campus via an approved cooperative purchasing agreement. This item is included in the proposed FY-25/26 Management Budget.

Resolution R-29-25 appears on the agenda to request approval for the purchase of replacement water meter registers from the sole source provider of the Commission's water meters that register flow to each of its Contract Customers. This item is included in the proposed FY-25/26 Management Budget.

R-36-25 Appears on the agenda seeking approval for the performance of Air Emissions Testing for the DuPage Pumping Station Emergency Generation System to determine compliance with the existing EPA permit for air quality or if a more stringent permit is required by mandate.

City of Chicago Water Treatment Modifications

The City of Chicago has reported as of March 31st, the transition has been completed from blended phosphate to phosphoric acid, to optimize the control of lead and copper release through household plumbing. DWC staff will continue monitoring certain water quality parameters to follow the progress through late spring 2025.

Lexington Operations and Maintenance Overview

No Change: 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 future.

No Change: Chicago DWM reports that they will continue to troubleshoot their SCADA system deficiencies to identify the root cause of the ongoing issues.

Alternate Water Source

Solicitations for a Technical Advisor are currently pending; and IGA for shared funding of this item with NSMJAWA is on the Agenda for April (R-37-25), with the intention of bringing forward a recommendation for the Technical Advisor in May.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform the annual valve exercising program.

Pipeline staff are working with Rossi Contractors Inc., performing corrective work at various utility structures throughout the transmission and distribution system.

Resolution R-27-25 appears on the agenda to approve Work Authorization Order No. 032 to Benchmark Construction Co., Inc., to perform valve repairs and improvements at two locations in the transmission and distribution system.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed with final site acceptance testing and open items work being completed. The Factory Acceptance Test (FAT) for the remote site control panels, including Lexington, Tank Sites, Meter Stations, and ROVs, has been completed. Commission and Concentric staff are continuing to work on communication stress testing in the field and will begin replacing RTU panels at the remote sites once complete. The inspection and maintenance of remote site antenna systems has continued and is about 85% complete. Replacement of the fiber network for the DWC campus is anticipated to begin this Spring following the completion of all control and network upgrades, with the addition of a new duct bank to complete a ring topology for the new fiber network.

Resolution R-26-25 appears on the agenda to request approval for the purchase and installation of a replacement perimeter security solution around the DuPage Pump Station campus, as the current system is nearing end of life. This item is included in the proposed FY-25/26 Management Budget.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point remains ongoing and is scheduled to be completed in early spring, 2025.

Additional efforts have also been underway to initiate regular annual testing of various Cathodic Protection (CP) components throughout the Commission's distribution network for the coming fiscal year. Resolution R-30-25 appears on the agenda, seeking approval of a contract for quarterly inspections of CP infrastructure along the Commission's transmission mains from Chicago in addition to resolution R-31-25, which seeks approval of a contract for the annual test point survey, wherein data is collected from CP test points throughout the distribution network for review and analysis. In addition to these items, resolution R-32-15 also appears on the agenda, seeking approval for CP efforts to mitigate additional alternating current (AC) that was recently discovered on the Commission's TE-3/94 pipeline.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 76% complete. Permit submittals associated with all bid packages continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Recent conversations with ComEd have also taken place, which have indicated an ongoing review process and the possibility of initiating their real estate review process very soon.

The acclimation phase of the corrosion control treatment study, performed by the Cornwell Engineering Group, is now complete. Water from the Jardine Water Purification Plant is now being circulated through the harvested pipes in an effort to simulate the final project conditions so that the corresponding impacts can be studied. This study is required by the IEPA and is expected to be completed by November 2025, though preliminary results indicate that it could be completed much earlier.

Efforts related to property (easement) acquisition also continue, with the real estate appraisal process having recently begun. Ordinance O-5-25 will be discussed in Executive Session regarding the

acquisition of real estate (easements) and will be acted upon as part of the Regular Commission Meeting agenda. This action will be the first of two Board approvals required for each easement. Each easement will first require Board authorization to initiate the negotiation process with the property owner and all easements will need additional authorization at a future Board meeting to approve the offered compensation for the easement, based on the appraised value of the land.

Additional efforts related to the construction phase are also underway, with resolutions R-33-25 and R-34-25 on the agenda. Both seek approval for engineering services during the construction phase with R-33-25 seeking approval of a contract with LAN Engineering to act as an Owner's Technical Advisor and R-34-25, which seeks approval of a contract with Robinson Engineering to perform construction staking on the initial "Book Road Bid Package", with additional staking services throughout the remaining project area to be authorized at a future date(s).

To further facilitate the construction phase, resolution R-35-25 appears on the agenda for the purchase of three 54" butterfly valves for the "Book Road Bid Package". This bid package has a total of six valves on it, the first three having recently been purchased following Board approval in January. Purchase of the remaining three will ensure a continually progressing construction phase without the potential for valve lead time to impede the rate of progress.

Board Action Items

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Attachments

1. DuPage Laboratory Bench Sheets for March 2025
2. Water Sales Analysis 01-May-2020 to 31-March-2025
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-Mar-25
PER DAY AVERAGE 77,797,194

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-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%	\$10,516,536.80	\$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
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
TOTALS (1)	935,355,661,798	962,189,610,367	97.21%	\$2,425,910,089.08	\$2,139,132,181.85	888,102,618	0.09%	97.30%	\$2.59	\$2.223

(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

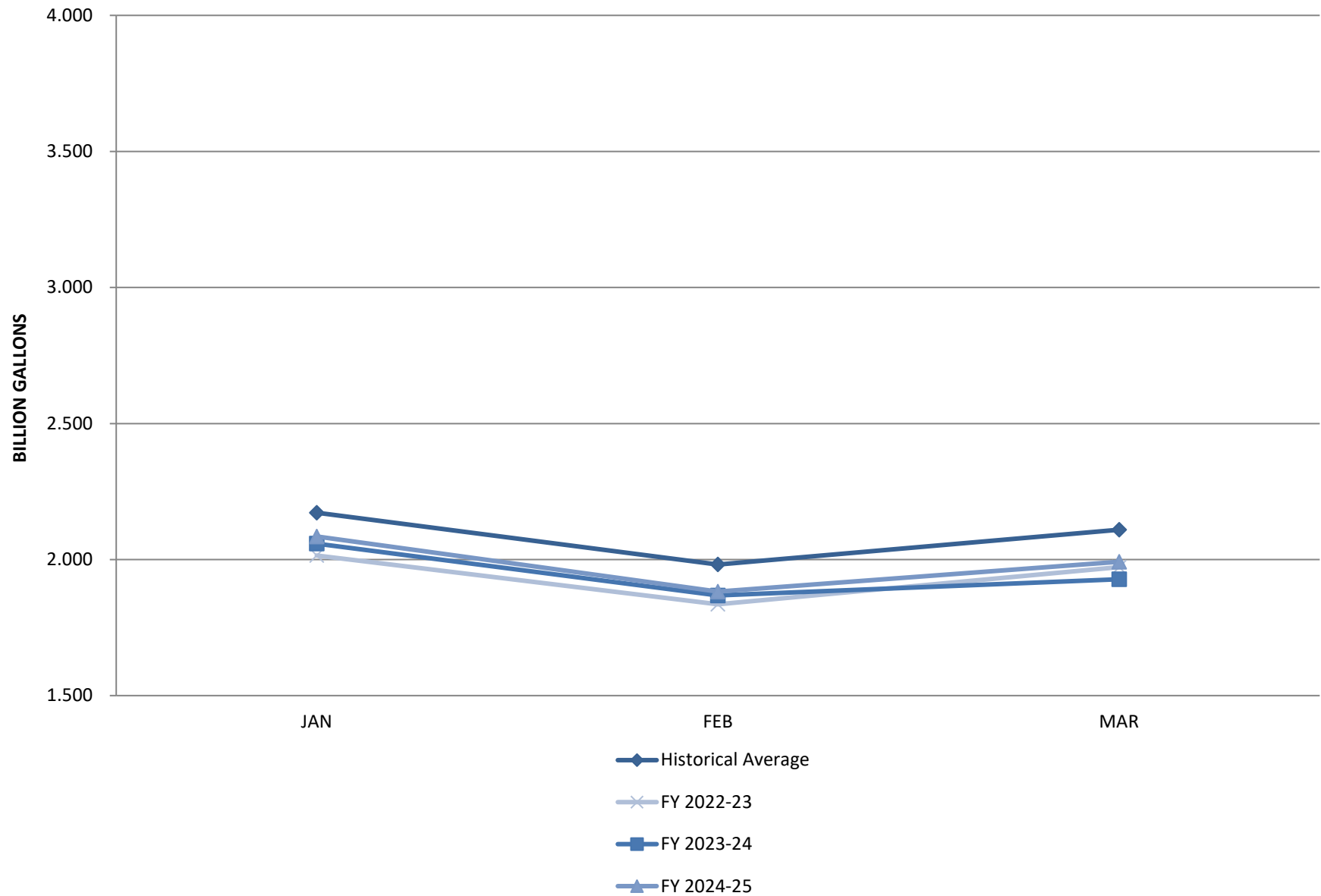
Mar-24	24,930,171,000	25,594,203,666	97.41%	134,373,622	115,620,815				\$5.39	\$4.517
Mar-25	24,843,923,000	25,440,570,720	97.65%	138,629,090	119,033,584				\$5.58	\$4.679
	(86,248,000)	(153,632,946)		\$4,255,469	\$3,412,770					
	-0.3%	-0.6%		3.2%	3.0%					
Month										
Mar-24	1,927,795,000	1,971,770,225	97.77%	10,390,815	8,949,831				\$5.39	\$4.539
Mar-25	1,991,703,000	2,037,452,909	97.75%	11,113,703	9,561,767				\$5.58	\$4.693
	63,908,000	65,682,684		\$722,888	\$611,935					
	3.3%	3.3%		7.0%	6.8%					
Mar>Feb										
	109,434,000	101,687,535		610,642	477,220					

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
MARCH 2025

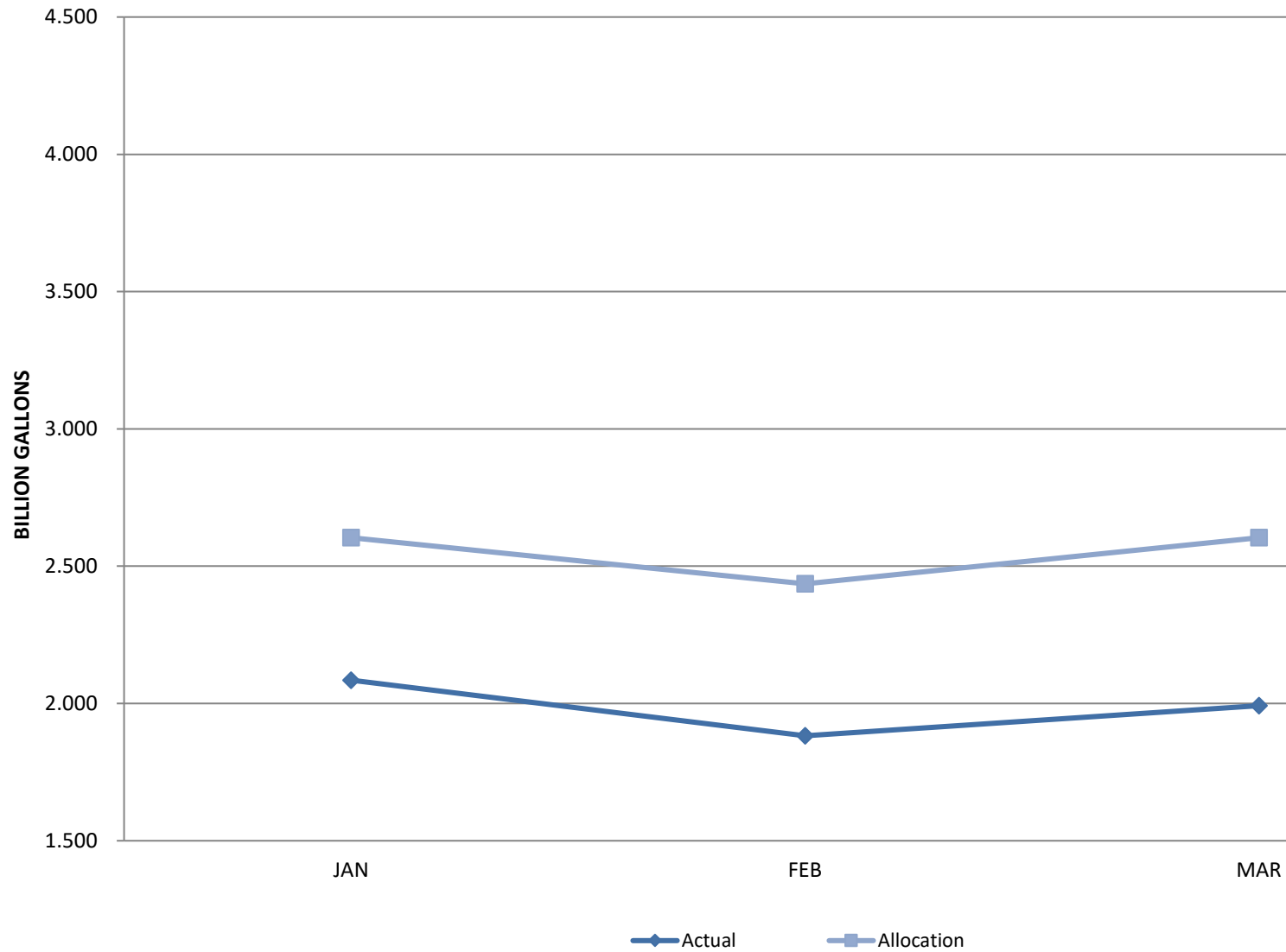
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.42	0.05	1.43	1.23	0.12	49	7.1	0.5	1.42	0	RC
2	1.44	0.06	1.62	1.19	0.09	44	7.1	0.6	1.34	0	RC
3	1.32	0.05	1.37	0.95	0.12	51	7.1	0.6	1.46	0	KD
4	1.43	0.06	1.47	1.24	0.08	43	7.1	0.6	1.56	0	KD
5	1.33	0.06	1.46	1.21	0.08	45	7.0	0.9	1.34	0	RC
6	1.46	0.06	1.44	1.20	0.08	46	7.1	0.8	1.17	0	RC
7	1.39	0.07	1.64	1.16	0.12	46	7.1	0.7	1.51	0	RC
8	1.36	0.06	1.56	1.23	0.10	44	7.0	0.7	1.41	0	AM
9	1.41	0.09	1.39	1.19	0.11	46	7.0	0.7	1.19	0	AM
10	1.43	0.05	1.53	1.27	0.08	46	7.0	0.7	1.48	0	RC
11	1.35	0.06	1.55	1.24	0.08	45	7.1	0.7	1.56	0	RC
12	1.33	0.07	1.69	1.20	0.09	47	7.0	0.7	1.47	0	AM
13	1.38	0.07	1.51	1.18	0.10	47	7.0	0.7	1.36	0	AM
14	1.37	0.07	1.59	1.21	0.10	48	7.0	0.8	1.55	0	AM
15	1.36	0.07	1.56	1.26	0.09	49	7.0	0.8	1.57	0	JS
16	1.42	0.05	1.63	1.21	0.07	50	7.1	0.6	1.58	0	JS
17	1.35	0.08	1.71	1.20	0.10	48	7.1	0.8	1.71	0	AM
18	1.41	0.07	1.73	1.17	0.10	49	7.1	0.9	1.65	0	AM
19	1.36	0.05	1.76	1.22	0.10	50	7.0	0.8	1.70	0	JS
20	1.44	0.05	1.74	1.30	0.10	51	7.1	0.8	1.73	0	JS
21	1.37	0.08	1.62	1.19	0.07	51	7.1	0.6	1.76	0	JS
22	1.33	0.07	1.79	1.21	0.08	50	7.1	0.9	1.70	0	AM
23	1.37	0.06	1.74	1.18	0.09	51	7.0	0.9	1.77	0	AM
24	1.41	0.05	1.69	1.22	0.07	51	7.1	0.8	1.76	0	JS
25	1.38	0.08	1.70	1.25	0.08	52	7.1	0.8	1.59	0	JS
26	1.36	0.08	1.73	1.18	0.09	52	7.1	0.8	1.60	0	AM
27	1.38	0.06	1.60	1.19	0.09	52	7.0	0.8	1.71	0	AM
28	1.42	0.06	1.69	1.21	0.10	53	7.1	0.8	1.74	0	AM
29	1.42	0.05	1.60	1.27	0.08	53	7.1	0.7	1.59	0	JS
30	1.50	0.05	1.49	1.35	0.09	54	7.1	0.8	1.58	0	JS
31	1.47	0.05	1.58	1.14	0.07	54	7.1	0.8	1.51	0	JS
AVG.	1.39	0.06	1.60	1.21	0.09	49	7.1	0.7	1.55	0	
MAX.	1.50	0.09	1.79	1.35	0.12	54	7.1	0.9	1.77	0	
MIN.	1.32	0.05	1.37	0.95	0.07	43	7.0	0.5	1.17	0	


4/3/25
 Mike Weed, Operations Supervisor Date
 Illinois ROINC # 186860234

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: April 7, 2025

MEETING DATE: April 17, 2025

I. Progress through April 7, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration. Additional topographic survey underway at proposed chlorination building / future pump station site is complete.
2. Additional topographic survey completed along IL Route 34 and Kendall Point Drive to collect Oswego utility field-locates for requested realignment.
3. Final cadastral surveying work complete.
 - a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
 - b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
 - c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,094 structures located with rim/inverts surveyed.
4. Processing of collected Aerial LIDAR data is complete.
 - 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 delivered additional processed data along Wolf's Crossing Rd and Douglas Rd for modified FW1 Segment 1 & 2 route to REL on August 26th.
 - c) Due to ComEd alignment changes west of Ogden Falls Blvd., additional topo processing was completed by SAM LLC. Processed data was received last week.
5. Subsurface Utility Locates
 - a) SUE field activities completed in mid-December.





MONTHLY STATUS REPORT

6. Utility Potholing Locates
 - a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
 - b) Over 440 potholes completed along ComEd corridors 100% complete.
7. Geotechnical
 - a) Total of 185 borings (90%) completed to date in Phase 2 through January 31. S2 geotechnical report delivered last week; borings logs and report for S3 expected in next two weeks.
8. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Draft final report provided for TW-6 S1, remaining report(s) in progress.
- B. Data Collection (as-builts, GIS, design drawings).
 1. WaterLink Delivery Point proposed site layouts.
 2. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
 1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 2. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.
- D. Land Acquisition
 1. 222 of 232 Titles Received
 2. 160 total parcels for easement preparation
 3. Easement legal descriptions & exhibits
 - a) 125 total prepared to date (78%)
 - b) 12 Appraisal Packages complete
 4. Intro letter to property owners developed and finalized, sent to first 32 properties in mid-February. Appraisals begin in earnest this month. Verified that WIFIA will accept IDOT format rather than Yellow Book, which is favorable to the overall project schedule.





MONTHLY STATUS REPORT

E. Contract TW-6 Section 1 (Book Rd) in progress.

1. Water transmission main plan and profile design ongoing.
2. Proposed connection design at Book Road & 75th Street. Comments received 2/10/25 from DuPage DOT are under review – likely to meet with them again to clarify multiple updates since Aug '23 meeting.
3. Remote operated valves to be placed along existing 48-inch transmission main.
4. Roadway plans and traffic control plans have been prepared.
5. In-field route review for valve locations completed to confirm actual conditions.
6. 90% Submittal Drawings submitted to DWC 12/13/24.
7. IEPA construction permit application submitted 1/3/25.
 - a) Permit received dated 2/28/2025.
 - b) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
8. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, Naperville Township, and Wheatland Township submitted.
 - a) Comments received from City of Naperville. Comment responses and revised drawings will be sent back to the City, including ROV electrical. Revisions are being finalized.
 - b) Comments from DuPage DOT received and revisions are being finalized.
 - c) Comments received from USACE and are being addressed.
 - d) Comments received from DuPage Stormwater and are being addressed.

F. Contract TW-6 Section 2 & 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. Alignment revision into Aurora 95th Street ROW was reviewed with the City and will not be pursued. 90% design will remain in ComEd ROW.
3. Realignment on 248th Avenue to accommodate two-way traffic during construction is complete.
4. In-field route review for valve locations completed to confirm actual conditions.
5. Tunnel locations reviewed based on DWC comments – one tunnel removed and one tunnel shortened on TW-6 Section 2.
6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 - a) Wetlands reports subsequently submitted to ComEd environmental reviewer.





MONTHLY STATUS REPORT

- b) Update provided to DWC on 4/1/25 indicates 72–90 business day review period by various ComEd Departments. ComEd to forward comments as they are received.
 - 1) Completion of reviews anticipated by end of May.
 - 2) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
- 7. TW-6 Section 3 alignment revisions in progress at Route 34 and Kendall Point Drive.
 - a) Oswego notified design team and DWC of high profile proposed development along pipeline and requested alignment change.
 - b) Oswego field-located existing village utilities in area of alignment change for design team to survey and evaluate route options.
- 8. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) IDOT District 1 plan review applications have been submitted.
 - b) TW-6 S2 City of Naperville plan review submitted.
 - c) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).
- G. Contract FW-1 Section 1 & 2 in progress.
 - 1. Water transmission main plan and profile design ongoing.
 - 2. 90% Submittal Drawings submitted to DWC 12/13/24. Detailed comments received 233/25 from Kendall County Hwy. Dept. are under review and will be addressed.
- H. Contract FW-1 Section 3 in progress.
 - 1. Water transmission main plan and profile design ongoing.
 - 2. 90% Submittal Drawings Submitted to DWC 12/22/24.
 - 3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
 - 4. Permit application to IDOT District 3 will request several variances with regards to pipe alignment proximity to ROW line and drainage ditches. Permit application has been submitted.





MONTHLY STATUS REPORT

I. Contract FW-1 Section 4 in progress.

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings submitted to DWC 12/13/24.

J. Contract MS-22 Meter Stations in progress.

1. Piping modifications to address DWC pipe trench removal complete.
2. Oswego request for building location modifications under review.
3. Design of the chemical feed building is ongoing. Architectural preferences for the chem feed building received.
4. 90% Submittal drawings to be submitted to DWC 4/18/25.

II. Scope Changes – Phase II (to date)

A. Design of Additional Architectural Treatments for WaterLink Meter Stations.

1. Fee: Pending (to be submitted to DWC for review/approval).

III. Financials

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

1. Fee Expended through March 31, 2025:

- a) Total: \$15,466,798 (77.5%)
 - 1) Basic Services: \$10,457,567 (52.4%)
 - 2) Additional Services: \$5,009,231 (25.1%)

IV. Completed Workshops, Meetings and Visits (March – April)

- A. Follow-up Oswego Development Meeting – March 13, 2025
- B. DuPage DOT meeting re: 75th/Book Rd – March 14, 2025
- C. Contractor Outreach Event – March 17, 2025
- D. Monthly Progress Meeting w/ DWC – March 20, 2025
- E. Schedule Review Meeting with Burns & McDonnell – March 21, 2025





MONTHLY STATUS REPORT

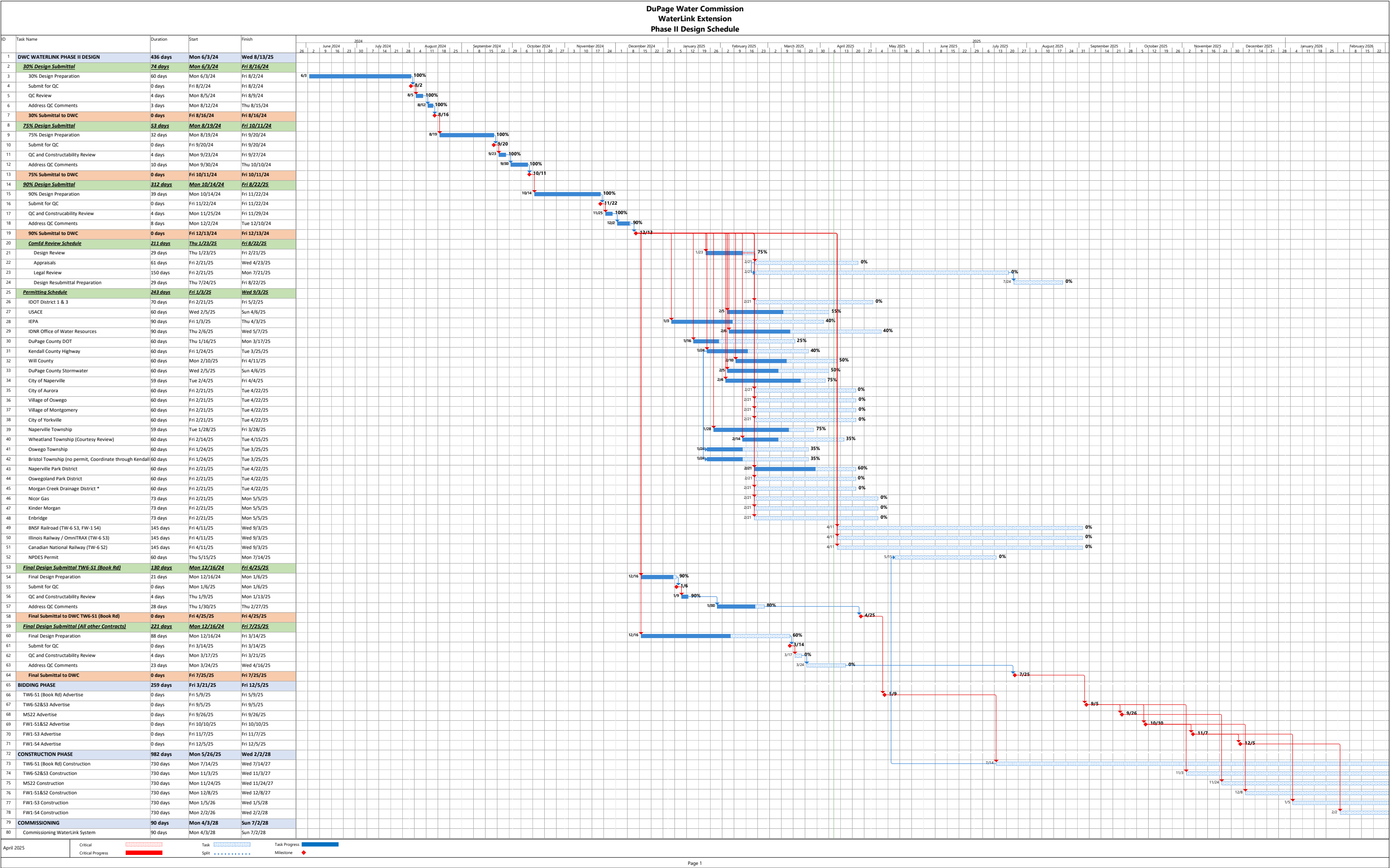
V. Upcoming Tasks & Meetings

- A. ComEd Coordination Meetings – As Needed
- B. Phase II geotechnical field work – As Needed
- C. Permit submittals to various review agencies.
- D. 90% Design Submittal for MS 22 – April 18, 2025
- E. Final Design Submittal for TW-6 Section 1 – April 25, 2025



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
April 2025

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	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	October 2025	November 2025	December 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 992,826	\$ 999,176	\$ 1,118,039	\$ 1,116,725	\$ 745,163	\$ 499,762	\$ 497,389	\$ 387,292	\$ 387,292	\$ 262,100	\$ 262,100	\$ 262,100	\$ 250,384	\$ 125,192	\$ 125,192
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,251	\$ 350,121	\$ 283,233	\$ 83,116	\$ 223,989	\$ 457,739	\$ 425,763	\$ 425,763	\$ 426,971	\$ 382,638	\$ 155,000	\$ 155,000	\$ -
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,612	\$ 1,149,047	\$ 1,556,290	\$ 1,466,846	\$ 1,028,396	\$ 582,878	\$ 721,379	\$ 845,030	\$ 813,054	\$ 687,862	\$ 689,071	\$ 644,737	\$ 405,384	\$ 280,192	\$ 125,192
SUBTOTAL	\$6,314,947				\$5,351,974				\$8,290,021											
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942											
TOTAL PHASE II CONTRACT																\$ 19,956,942				





Resolution #: R-26-25

Account: 01-60-771700

Approvals: Author / Manager / Finance / Admin

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution.**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Due to security concerns staff does intend to publicly reveal the detailed nature of the proposed security enhancements, Commissioners may direct questions to Denis Cuvalo:

The existing perimeter security system has been in service for the DuPage Water Commission Pump Station campus for over twenty years. The system has reached its end of life, is no longer supported, and the stock of repair and replacement parts are diminishing. Commission staff therefore request an upgrade of a portion of the DWC campus perimeter security system. In anticipation of this proposal, this work was budgeted for under the CIP account 01-60-771700. This system will provide perimeter security coverage for the 20-acre DuPage County Main pumping station which houses the primary pumping station, reservoirs, emergency generation station, delivery structures, storage buildings, fuel facility, and chlorination facilities. Work will include all hardware, as well as all supporting infrastructure, electrical, conduit, and ancillary support work and construction activities.

Commission staff worked with Schneider Electric, the Commission's physical security support and maintenance contractor, for recommendations on similar and alternative security systems. After reviewing several options, including alternative technology, the Commission staff requested a formal quote for the purchase, installation, and configuration of the proposed perimeter security system. The proposed system is similar to what the Commission has employed for twenty-plus years, meeting the expectations and needs for this aspect of campus security. The proposal for the purchase, installation, and configuration of a perimeter security system for the DWC campus comes to \$180,145.00. This quote comes with a requested stock of spare equipment for system maintenance and repair of a perimeter security system.

Commission staff request authorization to purchase the hardware and utilize the professional services of Schneider Electric for the replacement of the perimeter security system around the Commission campus.

Recommended Motion: To approve Resolution No. R-26-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-25

A RESOLUTION
APPROVING THE PURCHASE AND INSTALLATION OF
A REPLACEMENT PERIMETER SECURITY SOLUTION

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 DuPage Water Commission received a price quotation from Schneider Electric, dated March 26, 2025, in the amount of \$180,145.00 for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by the Sole Source provider, Schneider Electric, to purchase, install, and configure a replacement perimeter security system for the DWC campus as requested by Commission staff;

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: The price quotation of Schneider Electric, dated as of March 26, 2025, for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount of \$180,145.00 necessary to effect the purchase of said hardware is hereby approved without further act.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-26-25.docx

EXHIBIT 1

March 26th, 2025

Mr. Denis Cuvalo
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Proposal # DEB-25-011

Re: DuPage Water Commission – [REDACTED] Security

Dear Denis

Thank you for allowing Schneider Electric (SE) the opportunity to present this proposal for your security concerns. I respectfully submit the following for your review.

Objective: Remove Old [REDACTED] and Install the New [REDACTED] Security

Install the following Equipment:

- [REDACTED]
- A. Remove [REDACTED] associated devices from the old system. [REDACTED]
 - B. Install [REDACTED]
 - C. Install [REDACTED] Materials supplied by Schneider Electric.
 - D. Install [REDACTED]
 - E. Label all cabling [REDACTED]
 - F. Install [REDACTED]
 - G. Tuning [REDACTED]

Head End [REDACTED]

A. The Following Materials are supplied:

- i. [REDACTED]
- ii. [REDACTED]
- iii. [REDACTED]
- iv. [REDACTED]
- v. [REDACTED]
- vi. [REDACTED]
- vii. [REDACTED]
- viii. [REDACTED]
- ix. [REDACTED]
- x. [REDACTED]
- xi. [REDACTED]

B. Purchase and Install Fire Retardant Plywood.

- C. Install [REDACTED]
 - i. [REDACTED]
 - ii. [REDACTED]
 - iii. [REDACTED]
 - iv. [REDACTED]
 - v. [REDACTED]
 - vi. [REDACTED]
 - vii. [REDACTED]
 - viii. [REDACTED]
- D. Install junction box [REDACTED]
- E. Install Conduit [REDACTED]
- F. Route cabling [REDACTED]
- G. Drill a hole [REDACTED] Seal the hole
- H. Trim, terminate and test all cabling.
- I. All cable and wire will be labeled [REDACTED]
- J. Schneider Electric Technician & Software Engineer for Testing / Commissioning
- K. Schneider Electric Software Engineer for Programming
- L. Project Management & Coordination

Schneider Electric will Provide the following Materials and Software:

- A. [REDACTED]
- B. [REDACTED]
- C. [REDACTED]
- D. [REDACTED]
- E. [REDACTED]
- [REDACTED]

PROPOSAL PRICE: **\$ 169,577.00**

Spare Part Pricing:

[REDACTED]	\$ 6,329.00
[REDACTED]	\$ 2,098.00
[REDACTED]	\$ 220.00
[REDACTED]	\$ 821.00

Clarifications:

1. The pricing quote is per Schneider Electric scope/clarifications herein. Price(s) cover only materials and services herein based on our interpretation of requirements
2. Schneider provides a or multiple Electricians, additional costs will apply if any special site conditions agreements prevail.
3. All work has been priced for work being completed at the same time during one continuous mobilization.
4. Schneider Electric has not factored in any phasing per breakout price, Schneider Electric assumes to be able to complete the project in one phase. Any remobilization costs due to phasing per breakout price, may be subject to additional fees.
5. One-year labor and part warranty on new equipment and labor.

6. Any adds, moves, changes or additions will be provided at additional cost.
7. All Labor has been bid at straight time, first shift work Monday – Friday 7:00 am – 3:30pm.
8. [REDACTED] and it [REDACTED]
9. DuPage Water will supply a computer to install the [REDACTED] Software onto. This computer will need have Remote Access to the Schneider Electric team to log into.
10. Trees and shrubbery that are causing line of site issues for the cameras will need to be either removed or trimmed.
11. Specific cameras that will be turned to a zone when a perimeter breach occurs will be decided by DuPage Water Commission.
12. Only existing cameras will be tied to this parameter system.
13. Per a discussion with DuPage Water Commission, the current cameras setup is sufficient to cover the [REDACTED] zones identified on the attached "DWC Perimeter Site Plans"
14. [REDACTED]
15. [REDACTED]
16. [REDACTED]
17. [REDACTED]
18. [REDACTED]

Exclusions & Exceptions:

1. Schneider is unaware of any required permits or inspections normally required for work of this type and have not included any costs in our proposal. Should any Authority having Jurisdiction (AHJ) come forward and require any item that has cost; it shall be added to the project value as a change order.
2. No permits are included in this project.

* Taxes – The prices quoted herein does not include Federal, State, County, City, Sales, Use, Excise, Import, Export, or other similar taxes. Pricing terms set forth in this proposal shall remain firm only for a period of 30 days. This quote or proposal is submitted subject to and conditioned upon the terms and conditions being subsequently agreed to between the parties.

If you have any questions, please call me at (630) [REDACTED]

Sincerely,

[REDACTED]
[REDACTED]
Service Sales Representative
Schneider Electric Buildings Business
[REDACTED]

Firm: _____
Accepted by: _____
Title: _____
Date: _____

TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses. Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by

any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment. This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid

harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

16. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

17. Cybersecurity.

- 17.1. **Customer's Obligations for Its Systems:** Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.
- 17.2. Without limiting the foregoing, Customer shall at a minimum:
 - (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
 - (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
 - (c) regularly monitor its Systems for possible Cyber Threats;
 - (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.
- 17.3. **Customer's Use of the Products, Software, and Services:** Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.
- 17.4. **Identification of Cyber Threats:** If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

18. Import and Export.

- 18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies
- 18.2. (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- 18.3. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity)

restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design,

- 18.4. development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 18.5. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.



Resolution #: R-27-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: A Resolution Approving and Ratifying Work Authorization Orders Under Quick Response Contract QR-12/21 to Benchmark Construction Co., Inc.

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-12/21) and ending on June 30, 2025. Resolution No. R-27-25 would approve the following Work Authorization Orders under the Quick Response contracts.

Work Authorization Order No. 032 to Benchmark Construction Co., Inc.

Staff identified two (2) transmission system valves requiring remedial work. Site 1 requires the addition of a 12-inch blow-off gate valve as the existing valve is inoperable and repair is prohibitive and due to the disruption of water delivery service to existing customers. Site 2 requires the replacement of a corroded valve stem extension with a stainless-steel stem extension. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co., Inc.	\$22,599.26
Rossi Contractors Inc.	\$28,200.00
John Neri Construction Co., Inc.	Declined to submit an estimate.

Staff believe the estimate of Benchmark Construction Co., Inc. to be in the best interest of the Commission. Approval of Resolution R-27-25 would approve Work Authorization Order Number 032 to Benchmark Construction Co., Inc., for the repair work as described above.

Recommended Motion:

To adopt Resolution No. R-27-25.

RESOLUTION NO. R-27-25

**A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK
RESPONSE CONTRACT QR-12/21**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 20, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-12/21");

WHEREAS, Contract QR-1/21 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are 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
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-27-25.docx

EXHIBIT 1

Work Authorization Order No 032

Benchmark Construction Co., Inc. Proposals No. 1-040125 & No. 2-040125

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office:
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office:
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700 Office
(630) 497-1737 Fax

To: DuPage Water Commission
Work Duration

Days

1

Crew
FM OP 2LB

Location: NEX Roosevelt and Winfield

Proposal # 1-040125
Date: 4.1.25

Description of Work: install 12" gate valve in existing vault. No excavation, pavement removal, or traffic control

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Juan Perez	8.00	2.00		59.00	590.00	649.00
Operator, Class I John Siegel				59.00	0.00	0.00
Operator, Class I Gene Kus				59.00	0.00	0.00
Operator, Class I Jim Limbaugh				59.00	0.00	0.00
Foreman, Laborer Marty Koppen	8.00	2.00		68.00	680.00	748.00
Foreman, Laborer Brian Mitchell				68.00	0.00	0.00
Driver, Matt Reed/Ken Reed				46.00	0.00	0.00
Plumber,				112.00	0.00	0.00
Topman Laborer, Rhett Einwich	8.00	2.00		51.00	510.00	561.00
Topman Laborer, Juan Zavala	8.00	2.00		51.00	510.00	561.00
Topman Laborer, Hector Hernandez				51.00	0.00	0.00
Topman Laborer, Jose Hurtado				51.00	0.00	0.00
Topman Laborer, Joe Doyle				51.00	0.00	0.00
Topman Laborer, Joseph Galvan				51.00	0.00	0.00
Subtotal, Labor	32.00	8.00	0.00		2,290.00	2,519.00
Operators Union Benefits		10.00	hrs @	49.38		493.80
Drivers Union Benefits		0.00	hrs @	29.07		0.00
Laborers Union Benefits		30.00	hrs @	34.53		1,035.90
Subtotal, Benefits		40.00				1,529.70
Subtotal, Labor						4,048.70
Plus 30% Markup						1,214.61
Subtotal, Labor						5,263.31
TOTAL LABOR						\$5,263.31

I hereby certify that the above statement is a copy of the payroll
which applies to the above stated work and that the rates shown
for taxes and insurance are actual costs

Benchmark Construction Co., Inc.

(continued)

Proposal #. 1-040125
Date: 4.1.25

[illegible]

subtotal	\$11,404.50
	<u>\$11,404.50</u>

Please remit to: 2260 Southwind Blvd., Bartlett, IL 60103

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office:
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office:
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700 Office
(630) 497-1737 Fax

To: DuPage Water Commission
Work Duration

Days

1

Crew

FM 2LB

Location: S.E.X. Roosevelt and 1st Avenue

Proposal # 2-040125
Date: 4.1.25

Description of Work: install 36" stainless valve stem on TE3. No excavation, pavement removal or traffic control

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Juan Perez				59.00	0.00	0.00
Operator, Class I John Siegel				59.00	0.00	0.00
Operator, Class I Gene Kus				59.00	0.00	0.00
Operator, Class I Jim Limbaugh				59.00	0.00	0.00
Foreman, Laborer Marty Koppen	8.00	2.00		68.00	680.00	748.00
Foreman, Laborer Brian Mitchell				68.00	0.00	0.00
Driver, Matt Reed/Ken Reed				46.00	0.00	0.00
Plumber,				112.00	0.00	0.00
Topman Laborer, Rhett Einwich	8.00	2.00		51.00	510.00	561.00
Topman Laborer, Juan Zavala	8.00	2.00		51.00	510.00	561.00
Topman Laborer, Hector Hernandez				51.00	0.00	0.00
Topman Laborer, Jose Hurtado				51.00	0.00	0.00
Topman Laborer, Joe Doyle				51.00	0.00	0.00
Topman Laborer, Joseph Galvan				51.00	0.00	0.00
Subtotal, Labor	24.00	6.00	0.00		1,700.00	1,870.00
Operators Union Benefits		0.00	hrs @	49.38		0.00
Drivers Union Benefits		0.00	hrs @	29.07		0.00
Laborers Union Benefits		30.00	hrs @	34.53		1,035.90
Subtotal, Benefits		30.00				0.00
						1,035.90
						2,905.90
						871.77
						3,777.67
TOTAL LABOR						\$3,777.67

I hereby certify that the above statement is a copy of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs

Benchmark Construction Co., Inc.

(continued)

Proposal # 2-040125
Date: 4.1.25

[illegible]

subtotal	\$11,194.86
	<u>\$11,194.86</u>

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Attachment A

1. Material

- A. Unless otherwise noted, all material incorporated into the valve stem riser fabrications shall be Type 304 Stainless Steel having a minimum thickness of .250.

2. Welding and Assembly

- A. All components of the work shall be welded in accordance with American Welding Society D1.1 Structural Welding Codes to the dimensions as shown in the drawing included as Attachment B.
- B. Weld deflection shall be no more than 3 degrees from design.
- C. De-Burr all edges.
- D. Remove all weld splatter.

Attachment B



DRAWING NOT TO SCALE

Addenda No 1

Attachment B

Change the horizontal dimension shown for the operating nut on the SHAFT EXTENSION PROFILE drawing to read 2-1/8" SQ (+0.063/-0)

Change the vertical dimension shown for the operating nut on the SHAFT EXTENSION PROFILE drawing to read 2-1/8" min. to 2-1/4" max.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.032

LOCATION:

Roosevelt Rd & Winfield Rd, Winfield
Roosevelt Rd & 1st Avenue, Proviso Township

CONTRACTOR:

Benchmark Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with Benchmark Contractor's proposal No. 1-040125 & No. 2-040125, works include installation of 12-inch blow-off gate valve and 36-foot stainless steel stem at bow-off.

REASON FOR WORK:

The work will upgrade appurtenances of the Commission's water distribution system.

MINIMUM RESPONSE TIME:

N/A

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

See attached.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____



Resolution #: R-28-25

Account: 01-60-722200 - \$100,000.00

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Esscoe, LLC, a Convergent Technologies Company, through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The DuPage Pump Station's (DPPS) existing Fire Alarm (FA) system was upgraded from the original Simplex Fire zoned system to an Edwards Systems Technology (EST) addressable system in 2008, except for the Vehicle Storage Building. The existing EST3 FA System has reached the end of its useful lifecycle.

Staff identified a Cooperative Purchasing arrangement with Convergent Technologies, LLC for supply and installation services for the DPPS FA system upgrade through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702. Commission Legal Counsel has previously vetted the Omnia Partners Public Sector Purchasing Agreement and has found that the terms and conditions are acceptable, and the Commission may legally participate in the program.

ESSCOE, LLC, A Convergent Technologies company, has provided a quotation for upgrading the existing DPPS EST3 FA system to an EST4; replacing the DPPS Vehicle Storage Building's zoned FA system with an EST4; and system training for staff.

The FY2025/2026 Annual Budget includes \$100,000 for Fire Alarm Panel replacements at the DPPS. The Esscoe LLC, cost proposal dated March 13, 2025, for the work is \$94,147.54, however, Staff is requesting approval to allocate up to the budgeted amount of \$100,000 as contingency related to potential supply chain issues, delivery fees, and unforeseen circumstances.

Approval of R-28-25 would authorize the General Manager to enter into an Agreement with Esscoe, LLC, a Convergent Technologies Company, to upgrade the DPPS FA System through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702, pending Board approval of FY-25/26 Management Budget at a cost Not-To-Exceed \$100,000.

Recommended Motion:

To approve Resolution No. R-28-25.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-28-25

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH ESSCOE LLC, A CONVERGINT TECHNOLOGIES COMPANY THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT #R220702

WHEREAS, The DuPage Pump Station's existing Fire Alarm System has been in operation since 2008 and is at the end of its useful lifecycle; and

WHEREAS, The DuPage Water Commission Staff have investigated and assessed various means to replace the Fire Alarm System; and

WHEREAS, The DuPage Water Commission Staff is recommending the purchase and installation of the Esscoe proposed solution; and

WHEREAS, The Board of Commissioners of the DuPage Water Commission, based on the representations of Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase and install the Esscoe, LLC proposed solution for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R220702 with Esscoe, LLC, A Convergent Company, for a cost Not-To-Exceed of \$100,000.

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

SECTION ONE: The foregoing recitals are hereby incorporated herein as findings of the DuPage Water Commission.

SECTION TWO: That the General Manager to purchase and install the Esscoe LLC, A Convergent Company, solution as proposed on March 13, 2025, for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R220702, for a cost not to exceed \$100,000, without further act.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-28-25.docx

EXHIBIT 1

5*****AUTO**ALL FOR AADC 601

Mike Weed
DuPage Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126-4642



March 19, 2025

Dear Mike Weed,

Subject: Important Update - Acquisition of Essco

As you know, Essco, LLC joined Convergent in September 2024. We want to provide you with an update on how Essco is being integrated into the Convergent family.

Starting June 1, 2025, Essco, LLC will operate under the Convergent brand. Since the acquisition to now, you may have seen us operate as Essco a Convergent Company. Amongst this change, you can continue to expect the following:

- 1. Continued Relationships** - You will continue to work with the same people you know and trust moving forward, ensuring consistency and familiarity.
- 2. Expanded Service Portfolio** - The integration will expand our vendor portfolio and elevate our capacity to support customer growth locally, nationally, and globally providing greater value and enhanced readiness to your business.
- 3. Brand Transition** - In the coming months, you will notice the Essco brand transitioning to Convergent as part of the integration process.

We recognize that transitions may raise questions. Please know that we are committed to making this process as smooth as possible. Should you need clarification or have any concerns throughout this process, do not hesitate to reach out to your account manager or contact our support team at (847) 847-3200.

Thank you for your continued partnership and trust. We look forward to continuing to deliver value and an enhanced experience moving forward for your facility's fire alarm and security needs.

Warm regards,

Your trusted Essco advisors

Frequently Asked Questions (FAQ)

1. Why is Esscoe integrating with Convergent?

Esscoe joined Convergent to enhance our service offerings and provide a broader range of solutions and greater geographical reach to our clients. This integration allows us to leverage the strengths of both companies to better serve you.

2. When will the integration be complete?

The integration process will begin on **April 2, 2025**, and is expected to be completed by **the end of 2025**. We will keep you informed of any significant milestones along the way.

3. Will my point of contact change?

No, you will continue to work with the same people you know and trust. Your current account manager will remain your primary point of contact.

4. Will there be any changes to my current services?

Your current services will continue without interruption.

5. How will the brand transition affect me?

You will start to see the Esscoe brand being phased out and replaced with the Convergent brand. This will not affect the quality of service you receive. All changes will be communicated to you in advance.

6. Will there be any changes to billing or contracts?

There will be no immediate changes to your billing or contracts. If any changes are necessary, we will communicate them to you well in advance and provide support to ensure a smooth transition.

7. Who should I contact if I have questions or concerns?

If you have any questions or concerns, please reach out to your account manager or contact our support team at **(847) 847-3200** or info@esscoe.com.

8. What expanded services will be available after the integration?

The integration will expand our global footprint, enabling us to better support your needs with enhanced international capabilities and resources. More details will be provided as we roll out these new offerings.

Dupage Water Commission
 600 E. Butterfield Road
 Elmhurst, IL. 60126

 Michael Weed
 weed@dpwc.org

PROJECT: Dupage Water Commission - EST 4 Upgrade

QUOTE # CYKTQ1472-01

DATE: Mar 13, 2025

SALESPERSON: Casey Siani

System Quote

This Quote ("Quote") is based on the requirements of Customer as provided in a request for proposal or bid offer ("RFP") and is subject to ESSCOE Terms and Conditions ("Terms and Conditions") attached hereto. Any changes to or deviations from the RFP requested by Customer shall be quoted separately. This Quote is valid for sixty (60) days from the date issued above, unless the Customer and ESSCOE both execute this document creating a contract ("Agreement").

QTY	MODEL NO	DESCRIPTION	UNIT PRICE	EXT PRICE
Main Campus - EST 3 to EST 4 Upgrade				
1	FACP	Fire Alarm Control Panel - Admin Panel		
1	DGP-1	Data Gathering Panel - Generator Building		
1	DGP-2	Data Gathering Panel - Basement Room 113		
1	DGP-3	Data Gathering Panel - Chlorine Building		
1	FAAP-1	Fire Alarm Annunciator Panel - Admin Lobby		
1	FAAP-2	Fire Alarm Annunciator Panel - Generator Lobby		
1	CON-Ancillary	Ancillary Equipment (i.e. misc. electrical supplies) needed for installation		
1	Freight	Shipping and Handling Expenses		
1	PM - FA	Project Management - Fire Alarm		
1	CAD - FA	System Design/Drafting Services - Fire Alarm		
1	Technical Service - FA	Technical System Service Charge - Fire Alarm		
EST4 Upgrade SubTotal (w/o tax):				\$67,367.54
Vehicle Storage Building - Replace with EST - Parts, Submittals & Programming				
1	FACP	Fire Alarm Control Panel		
1	SIGA-OSD	Edwards intelligent multi-criteria optical smoke detector UL/ULC		
2	SIGA-HRD	Intelligent fixed temperature/Rate-of-rise heat detector.		
3	SIGA-SB4			

QTY	MODEL NO	DESCRIPTION	UNIT PRICE	EXT PRICE
2	SIGA-278	Detector Base - Standard for 4 inch sq. box includes -TS4 skirt		
2	SIGA-CT1	Manual Pull Station - Double Action 1-stage		
2	SIGA-CT1	Single Input Module. Single circuit input module for use with Normally Open Contact devices. Four selectable personality codes for Alarm latching or Alarm Delayed latching or non-latching monitor or latching supervisory.		
1	SIGA-CT2	Dual Input Module. Two circuit input module for use with Normally Open Contact devices. Four selectable personality codes (on each circuit) for Alarm latching or Alarm Delayed latching or non-latching monitor or latching supervisory.		
2	G4AVRF	Wall Horn/Strobe 15-110cd Red FIRE Marking. GRSW-10 Room Side Wiring Plate required ordered separately.		
1	GRSW-10	Universal Mounting Plate 10 Pack		
1	757-7A-T	15/75 cd Temporal Horn/Strobe - 24 Vdc Red. UL1971 Listed @ 15 cd (75 cd On Axis Per ADA/UL 1638) inchFIRE inch Wall Orientation		
1	757A-WB	Weatherproof Box Cast - Red		
1	Freight	Shipping and Handling Expenses		
1	PM - FA	Project Management - Fire Alarm		
1	CAD - FA	System Design/Drafting Services - Fire Alarm		
1	Technical Service - FA	Technical System Service Charge - Fire Alarm		
Vehicle Storage Building SubTotal (w/o tax):				\$13,730.00

Vehicle Storage Building - Replace with EST - Installation (OFF CONTRACT)

1	Installation - FA	Installation Labor Charges		
Vehicle Storage Building Installation SubTotal (w/o tax):				\$13,050.00

TOTAL PRICING:

SUB TOTAL	\$94,147.54
SALES TAX:	\$0.00
TOTAL:	\$94,147.54

QUOTE SUMMARY

Omnia Partners Contract Number R220702

The above pricing includes:

Upgrading your existing EST3 model fire alarm panel, with a new EST4 fire alarm control panel which is fully compatible with all of your existing detection and notification appliances throughout the building. The new panel is UL listed for compatibility with all of these devices to ensure your compliance with any local code and insurance underwriter concerns.

This upgrade allows the reuse of the existing backbox with replacement of only the door and the necessary cards inside the panel. In addition, the EST4 provides a color touch-screen display.

We are including the labor and materials needed to modify your existing panel's enclosure in its existing location as well as that of your existing remote data gathering panels (DGP). With the replacement of the Remote Annunciators, they will now be surface mount instead of flush mount. Additional costs would apply should flush mount be requested.

Proposal specifically includes replacing the Main Control Panel, Annunciators, and Data Gather Panels, along with new batteries and a full functional test of the notification and detection devices all scheduled to remain. It is assumed that the Main Fire Alarm Control Panel is connected to Emergency Generator Power.

Also included as a breakout cost, is the full system replacement of the Simplex panel in the Vehicle Storage Building.

This new panel has a (3) year manufacturer's warranty. A full seven (7) year Manufacturer's Warranty is available from the manufacturer with an annual service agreement.

The above quoted proposal price specifically excludes:

- 1) Replacement of Any Additional Field Devices that are Non-Operational or Defective
- 2) Permit Fees, Plan Review Fees, Permit Applications (to be billed once cost is known)
- 3) Installation of any new wiring or 120 VAC power connections
- 4) Central or Remote Station Monitoring Services
- 5) External Fire Radio Transmitters and Installation
- 6) Egress unlocking controls
- 7) Knox Boxes
- 8) Videography/Recording services
- 9) BIM or 3-Dimensional Drawings
- 10) Emergency Responder Radio Enhancement systems or connections to them
- 11) Project Insurance Requirements with any special endorsement requirements or outside our \$2MM per occurrence maximum, \$4MM aggregate and \$5MM umbrella policy
- 12) Items not shown, scheduled, detailed or specified on the plan drawings, diagrams or specifications.
- 13) Painting or Patching
- 14) System-Wide Upgrades to bring Building up to Code (Panel Only)
- 15) Full System Drawing Package (Panel Details and Battery Calculations Only)
- 16) New Network Cabling to the Vehicle Storage Building (Assumes there is an Existing Copper Pathway)
- 17) Sales & Use Taxes
- 18) Any bid, performance, payment or other surety guarantees of any kind
- 19) Credit Card Processing or vendor payment portal participation fees of any kind for invoice submission and payments, these will be additional charges

Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the course of the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Convergent's control, Convergent will assess their impact and submit a formal change order for review. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly. If these occur during the course of the project, we will submit these costs as a change order.

The above quoted project will be subject to progress billing, wherein an invoice will be issued for the portion that has been completed or stored to date. Payment terms are Net 30. Essco requires payment to 90% of the contracted amount to certify the system for occupancy, owner training or other beneficial uses.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

For Client: Dupage Water

For ESSCOE, LLC:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Michael Weed

PRINTED NAME | TITLE

DATE

PURCHASE ORDER/CONTRACT NO.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME | TITLE

DATE

THANK YOU FOR YOUR BUSINESS!

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is

completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.



Resolution #: R-29-25

Account: 01-60-771100; \$150,000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/11/2024

Description: A Resolution Authorizing the General Manager to Purchase Replacement Sensus Water Meter Registers, at a Cost Not-to-Exceed \$150,000, from a Sole Source Provider

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

Resolution No. R-29-25 would authorize the General Manager to purchase replacement Sensus Omni water meter registers, including critical spares, for the Commission's Water Meters, at a cost not-to-exceed \$150,000 from Core & Main - Illinois. Core & Main – Illinois is the exclusive Authorized Distributor of Sensus metering products in the State of Illinois.

The Commission has a total of 278 Sensus OMNI electro-mechanical turbine water meters installed in meter housings at meter stations, and including spare measuring chambers, ranging in sizes from 6-inch to 10-inch. The meter registers are hermetically sealed and have an internal non-replaceable 10-year battery installed within. The registers have a 10-year life cycle and are nearing the end-of-life cycle within the next fiscal year.

The proposed FY25/26 Capital Improvement Program and Management Budget includes \$150,000 for meter register replacements. The Core & Main cost proposal dated March 24, 2025, for the replacement and critical spare registers equals \$129,270, however, staff is requesting approval to allocate up to the budgeted amount of \$150,000 including recycling costs estimated at \$1,112.00; not including any freight/delivery charges, and for contingencies related to potential supply chain issues, including tariffs and other unforeseen pricing escalations.

Recommended Motion:

To adopt Resolution R-29-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-29-25

**A RESOLUTION TO AUTHORIZE THE GENERAL MANAGER TO
PURCHASE REPLACEMENT SENSUS WATER METER REGISTERS**

WHEREAS, the DuPage Water Commission's Meter System includes 278 water meter registers; and

WHEREAS, Existing Sensus Water Meter Registers have reached their useful life and require replacement; and

WHEREAS, staff proposes the purchase of additional spare meter registers and placed in inventory as critical spares; and

WHEREAS, Core & Main – Illinois is the exclusive Authorized Distributor of Sensus Meter products in the State of Illinois; and

WHEREAS, Purchasing Sensus, USA products from the authorized distributor ensures the products will be properly supported and warranted; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes, based upon the representations of Staff that it is in the best interest of the Commission to authorize the General Manager to purchase replacement water meter registers and critical spares for the Commission's Meter Program at a cost not to exceed \$150,000 from the sole authorized distributor, Core & Main - Illinois; and

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: The DuPage Water Commission hereby authorizes the purchase of replacement water meter registers from Core and Main-Illinois, a sole source provider, for the price set forth in Its Proposal, but not to exceed \$150,000.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-29-25.docx

EXHIBIT 1

Proposal # 4098988 – Core & Main – Illinois

Jim Grillo
Director of Sales, Mid-Western Region
612-867-3283
jim.grillo@xylem.com



December 4, 2024

To Whom It May Concern:

Sensus, a Xylem brand, is pleased to announce that **Core & Main – Illinois** is the exclusive Authorized Distributor of Sensus products and a Value-Added Reseller (VAR) for Sensus Services such as SaaS and NaaS in the state of Illinois for 2025.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Director of Sales, Mid-Western Region
Sensus, a Xylem Brand



Bid Proposal for Register Omni+ 6", 8", 10"

DUPAGE WATER COMMISSION**Job Location:** Elmhurst , IL**Bid Date:** 03/24/2025**Core & Main Bid #:** 4098988**Core & Main**

3415 E. Ohio Avenue

St. Charles, IL 60174

Phone: 6306651800**Fax:** 6306651887

Seq#	Qty	Description	Units	Price	Ext Price
10	59	6" OMNI+ REGISTER NICOR CONN	EA	465.00	27,435.00
20	135	8" OMNI+ REGISTER NICOR CONN	EA	465.00	62,775.00
30	84	10" OMNI+ REGISTER NICOR CONN	EA	465.00	39,060.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



Resolution #: R-30-25

Account: 01-60-663200; \$2,880

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: Task Order No. 11: Quarterly Inspection and Testing of Reverse Current Switch Controllers

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a master contract with DeLasCasas CP, LLC dated 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-30-25 would approve the following Task Orders to the Master Contract:

Task Order No. 11: Quarterly Inspection and Testing of Reverse Current Switch Controllers

Task Order No. 11 would authorize the Consultant to perform inspection and testing of the 90" and 72" reverse current switch controllers once each quarter over the next year. This includes testing fuses and hour meters, replacements as needed, and confirmation that the system is operating as designed. This system is designed to drain current back to the Chicago Transit Authority rail system to mitigate corrosion on the Commission's pipelines when a train passes. The Commission will provide any fuses and/or hour meters to facilitate the repairs by the consultant, as needed.

Proposals were submitted by two firms, as noted in the table below:

Firm	Price
DeLasCasas CP, LLC	\$2,880.00
Northern Inspection Services	\$8,520.00

The not-to-exceed cost for this Task Order is \$2,880.00 and includes inspection, testing, minor maintenance and quarterly reports for one year.

Recommended Motion:

To approve Resolution No. R-30-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-25

**A RESOLUTION APPROVING TASK ORDER NO. 11 UNDER A MASTER CONTRACT
WITH DELASCASAS CP, LLC**

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

WHEREAS, the Commission entered into a contract with DeLasCasas CP, LLC (the “Consultant”), dated as of August 23, 2021 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

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

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

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

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

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-30-25docx

EXHIBIT 1

Task Order No. 11: Quarterly Inspection and Testing of Reverse Current Switch Controllers

Monday, March 24, 2025

To: Jeff Loster
Engineer Manager
DuPage Water Commission
Phone: 630-834-0100
Email: loster@dpwc.org

From: Rogelio de las Casas
DeLasCasas CP, LLC (DLC₂P)
Cell: 312-835-0272
Email: rogelio@delascasascp.com

Reference: Quarterly Inspection and Testing of the 90" and 72" Reverse Current Switch Controllers (RCSs).

Project Scope:

- 1) Project location: 750 Des Plaines Ave., in Forest Park, Illinois.
- 2) Project Scope:
 - a. Visual inspection of controllers, test fuses, and replace as needed.
 - b. Confirm the hour meters are working and replace as needed.
 - c. Confirm the systems are operating as designed.
 - d. Record Structure-to-Soil (S/S) potential of DWC pipe as well as CTA line with knife switch opened/closed (return switch to closed when completed).
 - e. Test for positive current flow across 50/250 shunt.
 - f. Test RCS using the 9-volt battery test outlined in the RCS Manual (Included in Appendix A).
 - g. Test bypass diodes, and MOV surge arrestor.
 - h. Prepare, for review and approval by the Owner, a report summarizing the Inspection with as found and as left conditions.
 - i. Summarize the results of the data obtained, evaluation of the data, and recommendations for remedial action.

Cost Estimate

The cost estimate, on a non-to-exceed basis, for the services based on the scope above is as follows:

Total Cost Estimate: **\$720.00 Per Visit.**

Proposal clarifications:

- 1) A Cathodic Protection Specialist will oversee the project's execution.
- 2) The DuPage Water Commission will facilitate access to the properties where the existing DuPage Water Commission (DWC) RCSs are located.

-
- 3) DLC₂P will contact DWC two weeks prior to the scheduled quarterly visit to coordinate assistance in accessing the location.

Please let us know if you have any questions regarding this proposal.

Thank you for the opportunity for DeLasCasas CP, LLC., to provide solutions to your cathodic protection needs. If you have any questions or concerns regarding this proposal, please contact us using reference number Proposal No. PR-DWC-25-04-RCM V0

Regards,

Rogelio de las Casas

Engineering Operation Manager

DeLasCasas CP, LLC

NACE CP Specialist #6291

NACE Senior Corrosion Technologist #6291

Mobile: 312-835-0272

TASK ORDER NO. 11

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 23rd, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Provide quarterly inspection and testing of the 90" and 72" Reverse Current Switch (RCS) Controllers at the Reverse Current Switch Building located at 750 Des Plaines Ave., Forest Park, IL.

2. **Services of Consultant:**

A. Basic Services:

1. Visual inspection of controllers, test fuses and replace as needed.
2. Confirm hour meters are working and replace as needed.
3. Confirm system is operating as designed.
4. Record Structure-to-Soil (S/S) potential of Commission pipe as well as Chicago Transit Authority (CTA) rail with knife switch opened/closed (return switch to closed when completed).
5. Test for positive current flow across 50/250 shunt.
6. Test RCS using the 9-volt battery test outlined in the RCS Manual.
7. Test bypass diodes and Metal Oxide Varistor (MOV) surge arrester.
8. Prepare, for review and approval by Owner, a report summarizing the inspection with as-found and as-left conditions.
9. Summarize results of data obtained, evaluation of data, and recommendations for remedial action.

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

None

4. **Commencement Date:**

April 18, 2025

5. **Completion Date:**

365 days following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

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 all 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.

Quarterly RCS Testing – Not to Exceed \$720.00/inspection

Notwithstanding the foregoing, the total Contract Price shall not exceed \$2,880.00 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 including those used for confined space entry, reproduction, contracted personnel, 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:**

None

12. **Attachments/Clarifications:**

None

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

The Effective Date of this Task Order is April 18, 2025.

DUPAGE WATER COMMISSION

By: _____
Paul D. May
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain

Title: Project Engineer

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

E-mail Address: spain@dpwc.org

Phone: (630) 834-0100

DELASCASAS CP, LLC

By: _____
Jennifer De Las Casas
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272



Resolution #: R-31-25

Account: 01-60-663200; \$68,915.79

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/3/2025

Description: **A Resolution Approving Task Order No. 12 Under a Master Contract with DeLasCasas CP, LLC**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Contract with DeLasCasas CP, LLC for professional engineering services on August 23, 2021, in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-31-25 would approve Task Order No. 12 to the Master Contract:

Task Order No. 12: Corrosion Control Program - 2025 Test Point Survey

Task Order No. 12 would authorize the consultant to conduct a Test Point Survey across the Commission's transmission and distribution system piping, covering a distance of nearly 185 miles.

The Test Point survey work will entail recording data at each one of the Commission's cathodic protection test stations, including pipe-to-soil readings, casing-to-soil readings, anode current readings and electrical isolation testing. A comprehensive report summarizing the results of the data shall be provided to the Commission for review and will include, among other things, an evaluation of data obtained, photos and recommendations for future testing and/or mitigation. To maintain the Commission's efforts with respect to establishing and monitoring corrosion trends and activity over the long term, it is recommended that a Test Point survey be repeated on a yearly basis. Proposals were submitted by two firms, as noted in the table below:

Firm	Price
DeLasCasas CP, LLC	\$68,915.79
Northern Inspection Services	\$79,995.00

The not-to-exceed cost for this Task Order is \$68,915.79.

Recommended Motion:

To adopt Resolution No. R-31-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-25

A RESOLUTION APPROVING TASK ORDER NO. 12
UNDER A MASTER CONTRACT WITH DELASCASAS CP, LLC

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

WHEREAS, the Commission entered into a contract with DeLasCasas CP, LLC (the “Consultant”), dated as of August 23, 2021 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

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

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

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

SECTION TWO: The Task Order attached hereto as Exhibit 1 shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Order was not reasonably foreseeable at the time the Master Contract was signed, the Task Order is germane to the Master Contract as signed, and/or the Task Order is 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
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-31-25.docx

EXHIBIT 1

DWC-2025 PIPELINES ANNUAL SURVEY PROJECT-REV-1

Wednesday, April 2, 2025

To: Jeff Loster
Engineering Manager
DuPage Water Commission
Phone: 630-834-0100
Email: loster@dpwc.org

From: Rogelio de las Casas
Engineering Operation Manager
DeLasCasas CP, LLC (DLC₂P)
Cell: 312-835-0272
Email: rogelio@delascasascp.com

Reference: The project involves site visits to measure CP potentials, rectifier output characteristics, and bond potentials with foreign lines, including current direction and magnitude, as well as potentials of DWC and foreign lines at the bonds, magnesium anodes readings. All the data will be reviewed and analyzed, and conclusions and recommendations will be provided in a field report.

Scope of Work

The following stages are included in the work, each of which is outlined below:

1. Review existing CP components of the DWC lines included in the Test Point Survey.
2. Review of the previous year CP annual survey data.
3. Field visits to include,
4. Measure On and Off pipe to soil potentials at all DWC test points.
5. Measure On and Off pipe to soil potentials, current magnitude, and direction at existing bonds.
6. Measure the potential, current direction, and magnitude of the sacrificial anodes systems.
7. All the readings shall be taken with a GPS data logger and delivered on an Excel spreadsheet
8. Check rectifiers for functionality (new tab in 2025), confirm rectifiers are not providing insufficient protection or an overprotection situation.
9. Provide a report with data gathered with conclusions and any repair recommendations for DWC CP system.
10. Include a photo report.

Cost Estimate

The cost estimate, on a time and material basis, not to exceed, for the services based on the scope above is as follows:

Cost per line:

Line	Approximate # of test stations	Distance (feet)	Distance (miles)	Field Days for Annual survey (20 TS per day)	Field Hours for Annual survey (20 TS per day)	Cost per line
TE-1/88	52	47,387	9.0	2.6	26	\$3,687.40
TE-3/94	48	49,532	9.3	2.4	24	\$3,403.76
TSW-D/87	51	56,415	10.7	2.55	25.5	\$3,616.49
TNW-1/88	84	62,906	12.1	4.2	42	\$5,956.57
TS-3/88	113	90,822	17.2	5.65	56.5	\$8,013.01
TIB-1.03	21	10,500	2.1	1.05	10.5	\$1,489.14
TOB-E/87	92	100,749	19.2	4.6	46	\$6,523.87
TN-1/88	50	69,743	13.2	2.5	25	\$3,545.58
TS-5/97	53	38,900	7.4	2.65	26.5	\$3,758.31
TW-1	36	26,090	4.9	1.8	18	\$2,552.82
TW-2	50	49,576	9.0	2.5	25	\$3,545.58
TSW-3/98	30	34,552	6.5	1.5	15	\$2,127.35
TW-3/17	17	25,072	4.8	0.85	8.5	\$1,205.50
NW-1	8	8,611	1.6	0.4	4	\$567.29
BTM-1/20	7	1,210	0.2	0.35	3.5	\$496.38
yard piping	13	n/a	n/a	0.65	6.5	\$921.85
FS-3/96	14	12,925	2.5	0.7	7	\$992.76
FN-2/89	51	49,515	9.3	2.55	25.5	\$3,616.49
FOB-2/89	77	76,353	14.5	3.85	38.5	\$5,460.19
FS-2/89	45	37,391	7.1	2.25	22.5	\$3,191.02
FSW-1/89	78	71,505	13.6	3.9	39	\$5,531.10
FSW-4/89	7	9,171	1.7	0.35	3.5	\$496.38
FNW-2/89	32	51,788	9.8	1.6	16	\$2,269.17
Rectifiers	16	N/A	N/A	0.8	8	\$1,134.59
Total	1045	980,713	185.5	52	544	\$74,103

Total cost estimate: \$74,103.00

Discounted rate for DWC: 7%

Actual proposal cost: \$68,915.79

Proposal Clarifications

- DeLasCasas CP, LLC. (DLC₂P) will provide a NACE CP Specialist in charge of this project.
- DLC₂P will provide a NACE CP II technician to oversee the execution of this project.
- DWC will notify landowners about our field visit and testing and will take care of any permits required.
- All data processed will have sub-meter GPS coordinates.
- The project is scheduled for the spring of 2025, when all the power sources in the Chicago area will be synchronously interrupted. Between May 1st and July 15th.
- The interruption cycle will be 3 sec On – 1 sec Off, starting with the Off.
- We are planning to complete 20 test points per day, working 10-hrs per day.
- Based on the experience of previous years, if a TS is not easily found, the technician will continue to the next TS and DWC will be notified to schedule a visit with a DWC technician, when at least ten not-found test stations are accumulated, to ensure we do not spend too much additional time re-visiting the TS or looking for them.
- Due to the large amount of TS, and the limited interruption cycle schedule, the DLC₂P technician will work from Monday through Saturday.

Please let us know if you have any questions regarding this proposal.

Thank you for the opportunity for DeLasCasas CP, LLC., to provide solutions to your cathodic protection needs. If you have any questions or concerns regarding this proposal, please don't hesitate to contact us using reference proposal No. PR-DWC-25-05-RCM V0.



Regards,

Rogelio de las Casas

Engineering Operation Manager

DeLasCasas CP, LLC

NACE CP Specialist #6291

NACE Senior Corrosion Technologist #6291

Mobile: 312-835-0272

TASK ORDER NO. 12

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 23rd, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Perform the Annual 2025 Test Point Survey for the DuPage Water Commission as delineated in the proposal from DeLasCasas CP, LLC dated April 2nd, 2025.

2. **Services of Consultant:**

A. Test Point Survey Basic Services:

Perform a Test Point Survey on approximately 185 miles of pipeline on the listed DWC Pipelines below:

Line	Test Stations	Distance (feet)	Distance (miles)
TE-1/88	52	47,387	9.0
TE-3/94	48	49,532	9.3
TSW-D/87	51	56,415	10.7
TNW-1/88	84	62,906	12.1
TS-3/88	113	90,822	17.2
TIB-1.03	21	10,500	2.1
TOB-E/87	92	100,749	19.2
TN-1/88	50	69,743	13.2
TS-5/97	53	38,900	7.4
TW-1	36	26,090	4.9
TW-2	50	49,576	9.0
TSW-3/98	30	34,552	6.5
TW-3/17	17	25,072	4.8
NW-1	8	8,611	1.6
BTM-1/20	7	1,210	0.2
yard piping	13	n/a	n/a
FS-3/96	14	12,925	2.5
FN-2/89	51	49,515	9.3
FOB-2/89	77	76,353	14.5
FS-2/89	45	37,391	7.1
FSW-1/89	78	71,505	13.6
FSW-4/89	7	9,171	1.7
FNW-2/89	32	51,788	9.8
Rectifiers	16	n/a	n/a
Total	1,045	980,713	185.5

1. Review the initial record drawings, test station locations, test station types, and CP components of the DWC lines included in the Test Point Survey for 2024. Review the existing annual CP Surveys for these lines.
2. Perform field testing during May 1, 2025 to July 15, 2025, when all the power sources in the Chicago area will be synchronously interrupted, to obtain the following:
 - a. ON and OFF Pipe-to-Soil potentials at each test point
 - b. ON and OFF Pipe-to-Soil potentials, current magnitude, and direction at existing bonds.
 - c. Potentials, current direction, and magnitude at the sacrificial anode systems.
 - d. Verification that the rectifiers are delivering proper protection, avoiding both insufficient and excessive protection.

All the readings shall be taken with a GPS data logger.

3. Prepare, for review and approval by Owner, a report summarizing the results of the data obtained, evaluation of data obtained, and recommendations. Provide a photo report and a copy of all survey data.

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

None

4. **Commencement Date:**

May 1, 2025

5. **Completion Date:**

August 31, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Telephone:

Rogelio De Las Casas

312-835-0272

Jennifer De Las Casas

312-636-2845

8. **Contract Price:**

For providing, performing, and completing all 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.

Test Point Survey Services – Not to Exceed \$68,915.79

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:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is April 18, 2025.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain

Title: Project Engineer

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

E-mail Address: spain@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Rogelio De Las Casas
President

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-32-25

Account: 01-60-663200; \$2,800

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving a First Amendment to 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 for professional engineering services on August 23rd, 2021 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. On August 15, 2023, the Commission approved R-46-24, Task Order No. 10 with DeLasCasas CP, LLC, for indeterminate corrosion protection assistance in the amount of \$15,000. Resolution No. R-32-25 would approve a First Amendment to Task Order No. 10 for additional assistance in troubleshooting leaking AC current at five Commission rectifier sites.

Earlier this year, stray AC current was detected on the Commission's 72" supply transmission main (TE-3/94) while investigating a different matter associated with Task Order No. 10. As a result, additional field support, beyond that which was previously contemplated and approved as part of Task Order No. 10, will be required to resolve the issue. DeLasCasas CP, LLC. has familiarity with the complexities associated with this transmission line and are well suited to identifying the issue as well as a proposed resolution. The proposed First Amendment to Task Order No. 10 would authorize DeLasCasas to investigate this matter and design mitigating actions for future construction.

Approval of this resolution would increase the cost by \$2,800, revising the not-to-exceed cost for Task Order No. 10 to \$17,800.

Recommended Motion:

To adopt Resolution No. R-32-25.

RESOLUTION NO. R-32-25

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

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

WHEREAS, the Commission entered into a contract with DeLasCasas CP, LLC (the “Consultant”), dated as of August 23, 2021 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

WHEREAS, pursuant to Resolution No. R-46-24, the Commission approved Task Order No. 10 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 10 to the Master Contract to add to the scope of work for Design Services and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 10 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 10 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Order”);

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 Order attached hereto as Exhibit 1 shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Order was not reasonably foreseeable at the time the Master Contract was signed, the Task Order is germane to the Master Contract as signed, and/or the Task Order is 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
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-32-25.docx

EXHIBIT 1

Wednesday, March 19, 2025

To: Jeff Loster
Engineer Manager
DuPage Water Commission
Phone: 630-834-0100
Email: loster@dpwc.org

From: Rogelio de las Casas
DeLasCasas CP, LLC (DLC₂P)
Cell: 312-835-0272
Email: rogelio@delascasascp.com

Reference: Troubleshooting AC leak to TE 3-94 due to DCI rectifier systems.

Project locations:

- 1) Rectifier #3
 - a. Review manufacturer's information about the rectifier unit's functionality.
 - b. Location GPS: 41.870672° -87.867541°
 - c. Field testing scope:
 - i. Troubleshoot the rectifier unit to determine the origin of the AC leak to the DC circuit site.
 1. Four hours to this location.
- 2) After the rectifier #3 has been reviewed and issue recognized, the rest of rectifiers field visit will be focused on the same issue found on the rectifier #3.
 - a. Total time to dedicate to the other four rectifiers: 8 hours. This time includes traveling to the rectifiers and completing the troubleshooting.
 - b. Locations to visit:
 - i. Rectifier #2, GPS: 41.869922° -87.903443°
 - ii. Rectifier #4, GPS: 41.866175° -87.838058°
 - iii. Rectifier #5, GPS: 41.865209° -87.815475°
 - iv. Rectifier #6, GPS: 41.863744° -87.771081°
 - c. If any other issues are found during the field visit to the rectifiers, DWC will be informed immediately.
- 3) Proposed solution to the issues, what rectifier component(s) should be replaced or acquired to solve the problem and any additional component to ensure this issue will not be repeated.

Cost Estimate

The cost estimate, on a non-to-exceed basis, for the services based on the scope above is as follows:

Total Cost Estimate: **\$2,800.00**

Proposal clarifications:

- 1) A Cathodic Protection Specialist will oversee the execution of the project.
- 2) DuPage Water Commission will facilitate access to the properties where the DWC existing CP components are found.

Please let us know if you have any questions regarding this proposal.

Thank you for the opportunity for DeLasCasas CP, LLC., to provide solutions to your cathodic protection needs. If you have any questions or concerns regarding this proposal, please get in touch with us using reference proposal No. PR-DWC-25-03-RCM V0

Rogelio de las casas

Regards,

Rogelio de las Casas

Engineering Operation Manager

DeLasCasas CP, LLC

NACE CP Specialist #6291

NACE Senior Corrosion Technologist #6291

Mobile: 312-835-0272

FIRST AMENDMENT TO TASK ORDER NO. 10

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and with DeLasCasas CP, LLC ("Consultant"), for Professional Engineering Services dated August 23, 2021 (the "Contract"), Owner and Consultant agree to amend, effective April 18, 2025, Task Order No. 10 for additional assistance in troubleshooting leaking AC current at five Commission rectifier sites.

1. **Project:**

Perform site inspections and testing, as necessary, to determine a resolution to the leaking AC current at five Commission rectifier sites, as delineated in the proposal from DeLasCasas CP, LLC dated March 19, 2025.

2. **Services of Consultant:**

Section 2 entitled "Services of Consultant" of Task Order No. 10 shall be modified as follows:

"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)
 - Troubleshooting of Rectifiers 2-6 to determine the cause and resolution to leaking AC current.
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. **Contract Price:**

Section 8, entitled "Contract Price" of Task Order No. 10 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. Contract Price:

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$17,800 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

The Effective Date of this Task Order is April 18, 2025.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain, PE
Title: Project Engineer
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: spain@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-33-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: Owner's Technical Representative Contract for the WaterLink Pipeline Project

Agenda Section: Engineering & Construction

Originating Department: Engineering

With the WaterLink Project scheduled to begin construction in 2025, staff is recommending approval of a contract with an engineering firm to serve as an Owner's Technical Representative throughout the work. Having this role in place during the construction phase will help ensure that the project meets the desired goals of the DuPage Water Commission. In order to do so, the engineering firm selected for this work needs to be uniquely qualified with large diameter pipeline construction as well as have a clear understanding of the preferences of the Commission and the particular details of the WaterLink Project design.

Lockwood, Andrews and Newnam, Inc. (LAN) has been the lead agent of the WaterLink design team and has performed well throughout phases one and two. Members of the LAN staff have substantial expertise in the field of large diameter pipeline design and construction, serving on many AWWA policy committees, and they have a local office that is in close proximity to both the Commission offices and the WaterLink Project area. In addition, LAN staff have experience working with the Commission dating back to its original construction. For these reasons, staff believes LAN is well-suited to serve the Commission as described in an effort to increase the likelihood of a successful project.

LAN currently has an active Master Services Agreement (MSA) with the Commission. This contract will be formalized as Task Order #4 under the existing MSA with LAN. The recommended Task Order #4 is attached hereto.

For the reasons stated above, it is staff's recommendation that a contract with LAN Engineering, Inc., to provide services on an as-needed basis, be approved in the manner described in the attached Exhibit 1 to serve in the role of Owner's Technical Representative on the WaterLink Project.

Recommended Motion:

To approve Resolution No. R-33-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-33-25

**A RESOLUTION TO AUTHORIZE TASK ORDER #4 UNDER A MASTER SERVICES
AGREEMENT WITH LAN ENGINEERING TO PROVIDE OWNER’S TECHNICAL
REPRESENTATION SERVICES ON THE WATERLINK PROJECT**

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

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) desire to connect to the Commission’s waterworks system via the WaterLink Pipeline Improvement Project (“WaterLink Project”);

WHEREAS, the Commission desires that LAN provide Owner’s Technical Representation services related to the WaterLink Project;

WHEREAS, Task Order Number 4 relates to certain Owner’s Technical Representation tasks related to the WaterLink Project;

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

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

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

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-33-25.docx

EXHIBIT 1

EXHIBIT E
SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated May 21, 2013, and Task Order No. 4, Owner and Consultant agree as follows:

- 1.0 Project: DuPage Water Commission (DWC) WaterLink Extension to the three WaterLink Communities and as more fully described in the As-Bid Phase II engineering plans and specifications for multiple construction contracts awarded on various dates in 2025.

LAN Phase III Engineering will include providing Technical Advisor services to the Owner during the construction phase of the WaterLink project. It is anticipated these services will include periodically attending construction meetings, construction site visits, attend stakeholder meetings as requested, provide field support as requested, conduct specialized training and workshops, advise on design revisions, review and answer RFIs, review critical product shop drawing submittals, and provide support during system commissioning as requested by DWC. These services are more fully defined in the following sections of this exhibit.

2.0 Consultant Services:

A. Technical Advisor Services:

1. Task 1 – Project Management

- a. Organize and manage the LAN project team.
- b. Attend regular coordination meetings with the DWC management team, as requested by DWC.
- c. Monitor the overall project construction schedule for milestones, including substantial completion and work with the project team to make recommendations to mitigate significant delays, as requested by DWC.
- d. Monitor estimates of probable cost as changes or additions are made to the project, as requested by DWC.
- e. Maintain project records, decision logs, and files.
- f. Facilitate communications between all parties, as requested by DWC.

2. Task 2 – Project Coordination and Meetings:

- a. DWC Project Kick-off and Progress Meetings: Attend the project kick-off meeting with the DWC, DWC's Program Manager, and Construction Engineering Consultants to determine project requirements, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed and shall comply with all WIFIA

requirements and any processes/procedures as established by DWC and the Program Manager. LAN will also attend each preconstruction meeting with the DWC team, including the Program Manager, Construction Engineering Consultant, and the selected contractor. It is anticipated that a responsibility matrix will be developed by the Program Manager to define each firm's role during the Phase III services.

- b. Construction Progress meetings: Attend construction progress meeting, as requested by DWC.
- c. Coordination with WaterLink Communities: Attend meetings with WaterLink Communities and others, as requested by DWC.
- d. Other Stakeholder Meetings: Attend meetings with Naperville, Aurora, and unincorporated areas (counties and townships) that will be impacted by construction, as requested by DWC. Periodic check-in meetings will be scheduled to gain input, find solutions to issues, and identify methods to mitigate impacts.
- e. Attend meetings with the DWC's Board, WaterLink Community Boards, and the public, as requested by DWC. Prepare educational displays/presentations to communicate meeting topics.
- f. Attend meetings with ComEd for project coordination of the pipeline design, as requested by DWC. Prepare exhibits, displays and presentations to communicate meeting topics.
- g. Prepare agendas and meeting minutes for each meeting. Follow-up on action items identified during the meetings.
- h. Visit the project sites as requested by DWC to observe the general quality of the executed work with respect to the Contract Documents. Discuss any issues with the Program Manager and work with the DWC project team to address any issues. Submit a written summary of the events to the DWC.
- i. Provide the DWC and CMI firms with on-site observations and field support related to the significant design items such as large diameter pipe, valves and other project critical items as requested by DWC. Submit a written summary of any noted findings to DWC.

3. Task 3 – Training and Workshops:
 - a. Create and execute a training workshop(s) as requested by DWC for the Program Manager, Construction Engineering Consultants, and contractors. The subject matter of this training program will focus special design requirements piping materials, specifications, and details of the projects so that field and installation services will render the greatest value to the DWC. Typical subjects covered in the training will include excavation, backfill, large diameter pipe and valve handling and installation, storage, and cathodic protection systems.
4. Task 4 – Additional Technical Support:
 - a. Provide technical assistance for not-foreseen activities and changes to scope.
 - b. Coordinate and prepare design revisions and additions that may be needed to respond to in field conditions.
5. Task 5 – Construction Phase Services
 - a. Receive and respond to Requests for Information (RFIs) from the Contractor related to the Engineer of Record's (EOR) design. Coordinate, track, and record related documents.
 - b. Receive and respond to all critical submittals, such as shop drawings and product and testing data from the Contractor related to the design. Coordinate, track, and record all received documents.
 1. Critical submittals include shop drawings related to water main pipe, trenchless/tunnel work plans, water main structures, valves, connection to existing DWC system, and cathodic protection.
 2. Review additional submittals, as requested by DWC.
 - c. Work with DWC and the Program Manager to combine and catalog product information and O&M documents provided by manufacturers, as requested by DWC.
 - d. Assist in the planning and execution of commissioning the WaterLink System, as requested by DWC.

3.0 Key Project Personnel:

Warren Green, PE
Project Director

Ozzie Garza, PE
Project Manager

Senior Project Support Staff (as needed)
Jeremy Nakashima, PE
Bob Card, PE (Senior Technical Advisor, SME)
Ben McCray, PE (Corrosion Engineer)
Jim Dean, PE (Electrical/Mechanical Engineer)
Mike Quinnell, PE
Tyler Dewar, PE
Greg Henry, PE
Christine Kirby, PE
Jeff Hansen, PE
Olivia Greco, EIT

Other support as needed.

4.0 Payments:

The fees for the above-described services shall be based on a time and material basis based on the following hourly rates and reimbursable expenses.

The following Hourly Rates are incorporated into and made a part of the agreement by and between Lockwood, Andrews & Newnam, Inc. ("Consultant") and the DuPage Water Commission ("Owner"). The Consultant and Owner (also referred to collectively as the "Parties" and individually as "Party") agree to the following:

- A. Rates are subject to annual escalation, and the Parties are in mutual agreement that these rates may increase annually.
- B. Reimbursables and other fees beyond direct employee hours are calculated and billed in addition to the above rate.

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal / Q.A.	\$ 436.00
Subject Matter Expert	\$ 415.00
Senior Project Manager	\$ 368.00
Project Manager	\$ 276.00
Engineer VII	\$ 342.00
Engineer VI	\$ 282.00
Engineer V	\$ 263.00
Engineer IV	\$ 210.00
Engineer III	\$ 166.00
Engineer II	\$ 156.00
Engineer I	\$ 139.00
Senior Designer	\$ 221.00
CADD Designer	\$ 133.00
Project Controls Administrator	\$ 198.00
Administrative	\$ 131.00

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

- A. Transportation and authorized out-of-town travel and subsistence.
- B. Fees paid for assisting in obtaining the approval of authorities having jurisdiction over the Project.
- C. Printing, reproductions, plots, standard form documents.
- D. Postage, handling, and delivery.
- E. Expense of overtime work requiring higher than regular rates, if authorized in advance.
- F. Renderings, models, mock-ups, professional photography, and presentation materials requested.
- G. Other similar Project-related expenses.

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

5.0 Modifications to Contract: None

Attachments: None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract. The Effective Date of this Task Order is April 17, 2025.

DuPage Water Commission

By: _____

Paul D. May, PE

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE

Title: General Manager

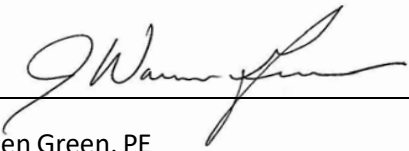
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: may@dpwc.org

Phon: (630) 834-0100

Fax: (630) 834-0120

Lockwood, Andrews & Newnam, Inc.

By:  _____

J. Warren Green, PE

Vice President/Chief Engineer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green, PE

Title: Vice President/Chief Engineer

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

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

Phone: 630-918-2494



Resolution #: R-34-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: Construction Staking Contract for the WaterLink Pipeline Project

Agenda Section: Engineering & Construction

Originating Department: Engineering

The WaterLink Project currently consists of five pipeline bid packages, with a sixth for the construction of all seven metering stations. All six bid packages will be advertised for bid in a staggered manner. With the potential involvement of several different contractors and multiple construction engineering firms providing construction oversight, staff recommends a single contract for the purpose of construction staking for the entire WaterLink Project in order to maintain an appropriate level of consistency and reduce the potential for errors and disputes.

Robinson Engineering Ltd. (REL) has been a member of the WaterLink design team and has performed well throughout phases one and two. As such, they have obtained a significant degree of intimate project knowledge, including managing the survey work for the design activities, identifying and engaging with ROW owners and prospective easement grantors, and managing identification and utility location for conflicting existing utilities along the corridor. This involvement, in addition to firm resources and experience, makes REL best suited to provide construction staking on all bid packages.

REL currently has an active Master Services Agreement (MSA) with the Commission. This contract will be formalized as Task Order No. 01 under the existing MSA with REL. The recommended Task Order No. 01 is attached hereto. Though the cost for all services identified totals \$1,207,576, the only portion of the work Staff is seeking authorization for at this time is that which is associated with the initial "Book Road Bid Package" (TW-6/25-1) and the project contingency. Additional authorizations associated with the remaining bid packages will be sought at a future date(s).

For the reasons stated above, it is staff's recommendation that a contract with Robinson Engineering, Ltd. be approved in the amount of \$297,928.00 to provide construction staking for the "Book Road Bid Package" (TW-6/25-1).

Recommended Motion:

To approve Resolution No. R-34-25.

RESOLUTION NO. R-34-25

**A RESOLUTION TO AUTHORIZE TASK ORDER #1 UNDER A MASTER SERVICES
AGREEMENT WITH ROBINSON ENGINEERING, LTD., FOR
CONSTRUCTION STAKING SERVICES ON THE WATERLINK PROJECT**

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 has a Master Contract with Robinson Engineering, Ltd. (“REL”) for general engineering services;

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) desire to connect to the Commission’s waterworks system via the WaterLink Pipeline Improvement Project (“WaterLink Project”);

WHEREAS, the Commission desires that REL perform construction staking services related to each bid package associated with the WaterLink Project;

WHEREAS, Task Order Number 1 relates to certain construction staking tasks related to each bid package associated with the WaterLink Project;

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

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

SECTION TWO: The scope of services items associated with the “Book Road Bid Package” (TW-6/25-1) and project contingency as identified in the Task Order attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master

Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-34-25.docx

EXHIBIT 1

Task Order No. 1

This Task Order No. 1 is being entered into between DuPage Water Commission (referred to herein as the “Owner” or the “Commission”) and Robinson Engineering, Ltd. (the “Consultant”) as of April 17, 2025 (the “Effective Date”) and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville - collectively referred to herein as the “Waterlink Communities”) have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the “Escrow Agreement”) to fund, *inter alia*, Phase III Engineering including the construction, testing and commissioning of a water transmission main connecting the Commission’s waterworks system (the “Commission System”) to the Waterlink Communities’ waterworks systems (the “Project”); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated April 19, 2018 (the “Master Contract”); and

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

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 1 for Consultant to provide services for the Project as more fully set forth below (the “Project Services”).

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

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

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their officers or employees will have no authority to approve change orders or provide any other direction to Consultant.
6. Payment for services under this Task Order No. 1 shall be in accordance with Exhibit B. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for Consultant for the current Project Services that payment is being requested for and releases and waivers of lien for all subcontractors for the prior calendar month.
7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA") and any other federal funding compliance requirements.
8. Consultant understands that the Project Services and the Project itself is being performed in stages. Consultant only has the authority to provide services for those portions of the Project that have been approved by the Commission's Board of Commissioners and may or may not receive additional contracts for additional services on the Project.
9. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.
10. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
11. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.
12. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 1 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Clerk

By: _____
James F. Zay, Chairman

Attest/Witness:

ROBINSON ENGINEERING, LTD.

By: _____

By: _____

Name: Van Calombaris, PE

Name: Aaron E. Fundich, PE

Title: Director of Operations

Title: Chief Executive Officer

EXHIBIT A

SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated April 19, 2018, and Task Order No. 1 dated April 17, 2025, Commission and Consultant agree as follows:

- 1.0 Project: DuPage Water Commission WaterLink Extension to the WaterLink Communities and as more fully described in the 100% complete Phase II engineering plans and specifications for multiple construction contracts awarded on various dates in 2025-26.

Consultant scope of services for Phase III Engineering will include construction staking and layout of proposed Waterlink Extension improvements, including proposed watermain pipelines, structures and appurtenances, tunneling locations, delivery stations, erosion control elements, pavement widening/replacement, curb, sidewalk, driveway, culvert replacements, other project construction elements as required, and temporary construction easement limits to delineate allowable construction zones. Deliverables will include field staking, paint markings and/or other monumentation for utilization in properly implementing the project design into a constructed and fully commissioned project. Work would be coordinated among the Commission's Construction Program Manager, and the various Phase III Construction Engineering Consultants and Contractors involved with multiple construction contracts awarded by the Commission.

It is understood and agreed that Phase III services will be provided at various times throughout multiple construction contracts, generally projected to occur between July 2025 and April 2028. It is further understood that the overall project scope will include up to six (6) separate pipeline construction contracts, one delivery station contract, and associated number of potential contractors and Phase III Construction Engineering Consultants.

Professional services related to final as-built drawings will be provided primarily by others are excluded from this scope of services. If needed, these would be provided as Additional Services and/or under separate Task Order as deemed appropriate by Commission.

- 2.0 Consultant Services:

A. Phase III Basic Services:

1. Task 1 – Project Management

- a. Organize and manage the Consultant project team.
- b. Prepare monthly project status reports and project updates for the Commission to share with Board, WaterLink Communities, and other stakeholders.
- c. Prepare project staking schedule (based on approved Contractor construction schedules) for review with the Commission and maintain the schedule throughout the course of the project.
- d. Prepare and maintain management schedule listing Commission, Contractor and Consultant's responsibilities and milestones.

- e. Maintain project records, decision logs, and files.
- f. Maintain all communications between the Consultant and construction team parties.
- g. Provide quality control (QC) services for all construction staking/layout work.

2. Task 2 – Project Coordination and Meetings:

- a. Commission Project Kick-off and Progress Meetings: The project kick-off meeting will be used to clarify Commission requirements for the project, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed and shall comply with all WIFIA requirements and any processes/procedures as established by the Commission and Construction Program Manager. Monthly meetings will be held for updates to discuss progress and decisions needed. Bi-weekly or individual meetings will be scheduled during critical periods of construction or as needed. Thirty-Six (36) meetings are budgeted with the Commission Construction Team for Phase III staking/layout services, based on 1.5 meetings per month between July 2025 and April 2028.
- b. Pre-Construction Meetings: Attend up to 7 pre-construction meetings (one for each contract) with the Commission, Contractors, Consultants and others deemed appropriate by the Commission.
- c. ComEd Meetings: Attend meetings with ComEd as needed for project coordination of the pipeline construction. Attendance at six (6) meetings with ComEd are budgeted for Phase III staking/layout services.
- d. Attend project meetings with regulatory agencies, railroads, state, county and township highway authorities, and private utilities other than ComEd, during the construction phase as needed. Twelve (12) meetings with permitting agencies and entities are budgeted for Phase III staking/layout services.
- e. Requests for pertinent data and information will be transmitted as requested to city, utility, county, townships, and railroad entities located along the pipeline routes.
- f. Follow-up on action items identified during the meetings.

3. Task 3 – Pre-Construction Video Services

- a. Upon authorization to proceed with services associated with each bid

package, Consultant will conduct a color audio-video survey of the entire construction area (for the associated bid package).

- b. Video capture process shall utilize some form of stabilization methodology and camera shall be moved at a uniform rate consistent with the amount of detail being recorded. Any video captured from a moving vehicle shall be at speed of no more than 5 miles per hour. Any video captured from a drone shall be at an elevation of no more than 20 feet above ground level.
- c. All video shall include narration and shall be captured in a manner that shows the full width of the limits of construction, areas of construction ingress/egress, material and equipment storage areas, and any other locations that may be impacted by the project.
- d. Pre-construction video shall be a clean, clear and of a sharp color picture. It shall include the month/day/year and time of the recording and shall be indexed (via stationing).
- e. Video survey work shall be performed during acceptable weather, not to include snow (falling or accumulated), rain, fog, or elongated shadows that may distort perception and prevent clear resolution. All surface conditions shall be captured and the camera shall be stopped at areas of special features for a minimum of 10 seconds to allow for documentation.
- f. All work shall be performed and submitted to the Owner for review prior to the Contractor mobilizing to the site.

4. Task 4 – Create Construction Staking Plans

- a. From final AutoCAD Civil 3D design drawings, download electronic northing/easting coordinates of all pertinent construction items including but not limited to the proposed watermain alignment, butterfly valves, air release valves, horizontal and vertical pipe bends, tees and other pipe junctions, tunneling pits, structure replacements, erosion control fencing and temporary construction easements into a construction staking plan used by survey crews to physically locate said coordinates in the field. Construction staking coordinates to reflect appropriate offsets as discussed with contractors at pre-construction meetings.
- b. Digital staking plans to be maintained throughout duration of construction for use as needed to verify accuracy of as-constructed facilities.

5. Task 5 – Construction Staking & Layout

- a. All proposed watermain pipeline layouts shall occur utilizing Global Navigation Survey System (GNSS) / Global Positioning System (GPS) techniques in conjunction with terrestrial surveying methods. The layout shall occur utilizing Illinois State Plane Eastern Zone grid coordinates for the horizontal datum. The layout shall utilize the North American Vertical Datum of 1988 (NAVD '88) as determined using GNSS/GPS techniques in conjunction with geoid modeling. Geoid '18 shall be utilized to estimate orthometric heights (elevations) from the

measured ellipsoid heights determined by GNSS/GPS measurements. Utilizing these methods, the horizontal position of any point through the project will be within one tenth of a foot horizontally and two tenths of a foot vertically.

Where necessary, GNSS/GPS techniques in conjunction with terrestrial surveying methods shall be utilized to collect topographic data that is necessary to supplement the project data in areas where the replacement of capital improvements (i.e. roadway elevations, road curbing, driveways and culverts, storm sewer, sanitary sewer, water main) are disturbed during the installation of the proposed water main pipeline. Hard surface measurement shall be conducted utilizing terrestrial methods rather than GNSS/GPS techniques. All supplemental data shall be collected using Illinois State Plane Eastern Zone *grid* coordinates and 1988 (NAVD '88) orthometric heights to correspond to the project datums. This supplemental information collected shall be utilized to design or replace in kind those capital improvements disturbed during the installation of the proposed water main pipeline, including structure replacements, curb, sidewalk and pavement restoration, ditch re-grading, etc.

- b. Consultant survey crews shall perform single occurrence field staking and layout for all construction elements listed in Task 3(a). Subsequent re-staking and layout due to contractor negligence, vandalism/theft or other factors beyond Consultant's control shall be covered as described under Task 5.
- c. Construction staking to reflect appropriate offsets as discussed with contractors at pre-construction meetings and on-site field meetings. Offsets from the proposed water main pipeline would be marked such that the proposed location of the water main pipeline and appurtenant structures could be re-established should the delineation of the proposed water main pipeline alignment and appurtenant structures be disturbed or destroyed due to construction operations as is anticipated.
- d. The position of proposed construction fencing (erosion control/silt fence, high visibility safety fence, dual fence barrier, etc.) including horizontal points of intersection, and any potential curvilinear alignments, will be marked online, with no additional offsets to be provided.
- e. It is not anticipated that the limits of the permanent easements would be marked as the marking of the proposed water main pipeline alignment should prove adequate to place the water main pipeline within the easements that are acquired. However, should adjustments be required during construction operations, the limits of permanent easements may be marked as needed.
- f. The limits of proposed temporary easements will be marked such that the extreme limits of the construction area are clearly identified such

that the contractor knows the bounding limits of the allowable work area.

- g. In general, the above elements would be marked on site at no denser spacing than one-hundred-foot intervals. Where circumstances require denser spacing, closer intervals may be accommodated.
- h. Four corners for building locations at seven (7) metering stations and one (1) chlorine building will be staked at appropriate offsets, along with the incoming site pipeline locations and connection points the Waterlink communities' facilities.

6. Task 6 – Additional Services

- a. Re-staking of project construction elements that for reasons beyond the reasonable control of Consultant, are required to be repeated due to stakes and/or paint markings being damaged or removed by others.
- b. Additional Phase II design or easement services, and/or Phase III construction services, needed due to change orders approved by Owner that alter the alignment of the proposed watermain pipeline construction elements after the original project elements have already been staked in the field.

3.0 Commencement Date: Effective Date of This Task Order

4.0 Projected Schedule Dates for Phase III Staking & Layout Services:

- A. Begin Project Administration – 6/1/2025
- B. Pre-Construction Meetings and Contractor NTP – 6/1/2025 through 7/31/2026
- C. Construction Staking and Layout Services – July 2025 to April 2028

5.0 Key Consultant Project Personnel:

Aaron Fundich, PE Project Manager	Randell E. Gann, PLS Survey Manager	Kevin McGuffin Survey Crew Chief
John Hilsen, PE Senior Engineer	Andrew P. Gulden CAD Manager	Robert Hunger Survey Crew Chief

6.0 Contract Price:

We propose that our total base fee for this Phase III construction staking and layout work (including reimbursable expenses) enumerated in Tasks 1 thru 4 above will be One Million, One Hundred Fifty-Eight Thousand, Seventy-Six Dollars (\$1,158,076), which will not be exceeded without written authorization from the Commission.

We further propose that a contingency amount of Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) be included within Task Order No. 1 for potential Additional Services described in Task 5 above, which will not be utilized without written authorization from the Commission.

See Attached Tables in Exhibit B for Level of Effort Breakdown

Payments:

The fees for the Basic Services shall be payable on a time and material basis for the scope of work as described in the preceding sections. The “per-contract” fee ***totals***, as established below, shall be considered not-to-exceed fees for each construction contract and shall not be exceeded unless there is a change in the scope of services and the Commission authorizes the change in scope and associated fee increase. Due to the differences in the staking scope of work for various segments of the overall project – primarily due to some areas requiring roadway rehabilitation - the per lineal foot cost will vary from contract to contract, summarized as follows:

<i>Contract No.</i>	<i>Corridor</i>	<i>Est. Length</i>	<i>Staking Cost per LF</i>	<i>Total</i>
TW-6/25-1	Book Road	16,200	\$15.335	\$248,428
TW-6/25-2	ComEd East	30,000	\$5.784	\$173,506
TW-6/25-3	ComEd West	30,000	\$5.410	\$162,306
FW-1/25-1, 2	36” Pipes	47,000	\$6.050	\$284,364
FW-1/25-3	IL-Route 71	20,100	\$7.505	\$150,852
FW-1/25-4	Small Pipes	18,700	\$5.516	\$103,156
<u>Metering Stations / Chlorine</u>		3,000	\$11.821	\$ 35,464
Totals		165,000	\$7.019	\$1,158,076

Fees for Additional Services from the contingency amount, if necessary as determined and authorized by the Commission, would be billed at time and materials rates included within Exhibit B.

7.0 Modifications to Master Services Agreement: None

8.0 Attachments: Exhibit B – REL Phase III Level of Effort – Staking & Layout

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 March 20, 2025.

DUPAGE WATER COMMISSION

By: _____
Paul D. May, PE, General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE Title: General Manager

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

4642 E-mail Address: may@dpwc.org

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

ROBINSON ENGINEERING, LTD.

By: _____
Aaron E. Fundich, PE
Chief Executive Officer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Aaron E. Fundich, PE

Title: Chief Executive Officer

Address: 127 N. Walnut Street, Suite 200, Itasca IL 60143

E-mail Address: afundich@reltd.com

Phone: 708-574-3769

Exhibit B - REL Phase III Level of Effort - Staking & Layout
DuPage Water Commission WaterLink Extension

			PRINCIPAL / PROJECT DIRECTOR	SENIOR PM	PM	SENIOR ENGINEER	ENGINEER V	ENGINEER IV	ENGINEER III	ENGINEER II	ENGINEER I	CAD MANAGER	SENIOR DESIGNER	CADD DESIGNER	GIS COORDINATOR	GIS DEVELOPER	FIELD SUPERINTENDENT	1-MAN FIELD CREW*	2-MAN FIELD CREW*	CHIEF LAND SURVEYOR	ADMIN. ASSISTANT	TOTAL HOURS	TOTAL FEE						
			BILLING RATE RANGE																										
			2025-27 Avg REL Billing Rate	\$283.00	\$253.00	\$216.00	\$232.00	\$195.00	\$181.00	\$169.00	\$156.00	\$148.00	\$208.00	\$182.00	\$157.00	\$207.00	\$181.00	\$232.00	\$198.00	\$344.00	\$222.00	\$119.00							
	NO.	TASK DESCRIPTION																											
	1.0	Project Management	44	0	0	8	0	0	92	0	0	72	0	0	0	0	72	0	0	24	40	352	\$71,624						
REL	A	Overall Project Management - Staking/Layout	24						32													56	\$12,200						
REL	B	Monthly Status Reports - Staking/Layout	6						12								24				40	82	\$14,054						
REL	C	Prepare and Manage Project Staking Schedules (7)	6						12			24					24					66	\$14,286						
REL	D	Prepare & Maintain Project Documentation	6			8			36			24					24					98	\$20,198						
REL	B	Staking / Layout Quality Control	2									24								24		50	\$10,886						
																						0	\$0						
	2.0	Project Coordination & Meetings	62	0	0	42	0	0	56	0	0	24	0	0	0	0	0	0	0	62	0	246	\$55,510						
REL	A	Kick-off & Monthly DWC Status Meetings (36 mtgs)	18			12			12													42	\$9,906						
REL		Pre-Construction Meetings (7)	14			6			8											14		42	\$9,814						
REL		Additional DWC Coordination Meetings - ComEd (6)	6						12													18	\$3,726						
REL		Additional DWC Coordination Meetings - Other Stakeholders (12)	12			12			12											24		60	\$13,536						
REL		Internal Staff Meetings - Scheduling, etc.	12			12			12			24								24		84	\$18,528						
																						0	\$0						
	3.0	Create Construction Staking Plans	14	0	0	0	0	0	56	0	0	332	416	384	0	0	0	0	0	0	0	1202	\$218,482						
REL		TW-6/25-1 (Book Rd). 3,000' Temp 16,000' Road - 6,000' Curb	2						8			40	60	40								150	\$27,438						
REL		TW-6/25-2 (ComEd E) 3,500' - 248th Ave/95th- 1000' Harvey - 1000' Path	2						8			64	72	72								218	\$39,638						
REL		TW-6/25-3 (ComEd W) 2,000' Commerce - 1000' Kendall Pt Dr Curb/EPs	2						8			56	72	60								198	\$36,090						
REL		FW-1/25-1,2 (36" pipe) 1,000' Harvey - 3,000' Collins Curb/EPs. 15 Drives	2						8			80	100	100								290	\$52,458						
REL		FW-1/25-3 (IL-71) 3,000' Path R/R; 10 Drives; 7 roadway Xings	2						8			36	48	64								158	\$28,190						
REL		FW-1/25-4 (Small pipes) 1,500' Hill Rd, 1,000' Tuscany Trail Curb/EPs	2						8			32	40	48								130	\$23,390						
REL		7 Metering Stations / Chlorination Building Contract	2						8			24	24									58	\$11,278						
REL																						0	\$0						
	4.0	Field Staking & Layout	28	0	0	112	0	0	172	132	0	0	0	0	0	0	156	2376	456	104	0	3536	\$770,160						
REL		TW-6/25-1 (Book Rd). 3,000' Temp 16,000' Road - 6,000' Curb	4			40			24	48							32	480	180	12		820	\$189,004						
REL		TW-6/25-2 (ComEd E) 3,500' - 248th Ave/95th- 1000' Harvey - 1000' Path	4			24			24	24							24	360	36	16		512	\$107,284						
REL		TW-6/25-3 (ComEd W) 2,000' Commerce - 1000' Kendall Pt Dr Curb/EPs	4			8			24	12							24	356	36	16		480	\$100,908						
REL		FW-1/25-1,2 (36" pipe) 1,000' Harvey - 3,000' Collins Curb/EPs. 15 Drives	4			24			40	24							32	580	128	24		856	\$188,828						
REL		FW-1/25-3 (IL-71) 3,000' Path R/R; 10 Drives; 7 roadway Xings	4			8			24	12							24	356	36	16		480	\$100,908						
REL		FW-1/25-4 (Small pipes) 1,500' Hill Rd, 1,000' Tuscany Trail Curb/EPs	4			8			24	12							12	180	40	12		292	\$63,764						
REL		7 Metering Stations / Chlorination Building Contract	4						12								8	64		8		96	\$19,464						
	5.0	Pre-construction Videotaping	8	0	0	76	0	0	68	0	0	0	0	0	0	0	6	0	0	0	80	238	\$42,300						
REL		Pre-construction Videotaping - 7 contracts - Field Collection	4			16			60								6					86	\$16,376						
REL		Preconstruction Videotaping - 7 contracts - Video/Audio Editing	4			60			8												80	152	\$25,924						
REL		TOTAL HOURS REL	156	0	0	238	0	0	444	132	0	428	416	384	0	0	234	2376	456	190	120	5574							
TOTAL HOURS			156	0	0	238	0	0	444	132	0	428	416	384	0	0	234	2376	456	190	120	5574							
		SUBTOTAL REL	\$44,148.00	\$0.00	\$0.00	\$55,216.00	\$0.00	\$0.00	\$75,036.00	\$20,592.00	\$0.00	\$89,024.00	\$75,712.00	\$60,288.00	\$0.00	\$0.00	\$54,288.00	\$470,448.00	\$156,864.00	\$42,180.00	\$14,280.00		\$1,158,076						
		TOTAL FEES	\$44,148.00	\$0.00	\$0.00	\$55,216.00	\$0.00	\$0.00	\$75,036.00	\$20,592.00	\$0.00	\$89,024.00	\$75,712.00	\$60,288.00	\$0.00	\$0.00	\$54,288.00	\$470,448.00	\$156,864.00	\$42,180.00	\$14,280.00		\$1,158,076						
TOTAL																							* Prevailing Wage Construction Rates for Covered Work per US Dept. of Labor / Davis-Bacon Act				TOTAL BASE FEE:		\$1,158,076
																		250 HRS @ \$198/HR =	\$49,500.00	CONTINGENCY FEE (4.3%):		\$49,500							
																							TOTAL CONTRACT AMOUNT:		\$1,207,576				



Resolution #: R-35-25

Account: 01-80-852010; \$233,000

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: A Resolution Authorizing the Pre-purchase of three 54" valves for the WaterLink Project.

Agenda Section: Engineering & Construction

Originating Department: Engineering

With the WaterLink Project construction phase approaching, staff continues to assess the need to prioritize various components of the work in an effort to offset potential delays and/or cost increases. As was discussed in January (2025) the ability to pre-purchase critical-path project valves can substantially mitigate scheduling delays during the construction phase. The main reason for this is the fact that these valves have a lead time of 38-40 weeks from the time of purchase to delivery. Purchasing them in advance of awarding the associated construction contract will ensure that the work can progress uniformly, without a delay for delivery of these critical components.

In addition to mitigating scheduling impacts, the ability to pre-purchase project valves also enables the purchase of these components at known pricing, rather than being subject to the potential price volatility associated with global economic conditions, or contractor up-charges. Additionally, while these valves are subject to American Iron and Steel (AIS) requirements as part of the federal funding received by the WaterLink Communities, any increase in the pricing of international steel is likely to drive more buyers toward domestic steel, which can have substantial impacts on both the price of domestic steel as well as foundry capacity, which could lengthen lead times.

The requested authority to purchase three 54" butterfly valves is needed to ensure that all valves are on-hand for the construction of the initial construction package, referred to as the "Book Road Bid Package", which contains a total of six valves. The purchase of three 48" butterfly valves associated with the connection at the Commission's existing distribution network were approved in January and are now on order. The remaining three butterfly valves are 54" diameter and are located approximately one mile apart along the remainder of the pipeline to provide the ability to isolate sections of transmission main in the event of a leak/failure/utility hit/etc.

In an effort to maintain consistency throughout the Book Road Bid Package, staff solicited pricing from Val-Matic Valve and Manufacturing Corp. (Val-Matic) as they were the lowest responsible bidder during the previous competitive solicitation. Having all six valves from the same manufacturer will ensure consistency with regard to contractor installation as well as valve maintenance and performance.

At this time, staff is requesting approval of Resolution No. R-35-25 to authorize the General Manager to purchase three, 54" butterfly valves from Val-Matic Valve and Manufacturing Corp., at an estimated cost of \$233,000. This action does not include installation services, which will be completed by the contractor during the WaterLink construction phase.

Recommended Motion:

To approve Resolution No. R-35-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-35-25

**A RESOLUTION AUTHORIZING THE PRE-PURCHASE OF
THREE VALVES FOR THE WATERLINK CONSTRUCTION PROJECT FROM VAL-MATIC**

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to furnish butterfly valves; and

WHEREAS, the Commission desires to pre-purchase three (3), fifty-four-inch (54") butterfly valves to facilitate the initial construction phase; and

WHEREAS, the designated valves are considered critical infrastructure; and

WHEREAS, it is staff's determination that time is of the essence and expediting the delivery of these valves is paramount: and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Val-Matic Valve and Manufacturing Corp., is favorable to the interest of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby authorizes the purchase of three (3) fifty-four-inch butterfly valves from Val-Matic Valve and Manufacturing Corp., for the price set forth in the Proposal, \$233,000.00.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-35-25.docx

EXHIBIT 1



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 RIVERSIDE DRIVE • ELMHURST, IL 60126
PHONE (630) 941-7600 • FAX (630) 941-8042
www.valmatic.com • e-mail: valves@valmatic.com

BID PROPOSAL# A040425-1

Date: 4/04/25

To: DuPage Water Commission

Attn: Jeff Loster, PE, Engineering Manager

Job: WaterLink Extension Contract TW6-S1

Dear Mr. Loster,

Val-Matic® is pleased to offer the following.

Quantity	Size	Model & Description	Net Unit Price
1	54"	2454/2K02AXDX – AIS Compliant AWWA C504 250B* Flanged Butterfly valve w/125# flange drilling, Ductile iron body and disc, 17-4ph SS stub shafts, EPDM seat on disc, 316SS body seat ring, submerged service traveling nut actuator w/stainless steel operating nut, stainless steel interior and exterior valve/bonnet/gear bolting, holiday free fusion bonded epoxy interior/exterior valve coating, 2-part epoxy exterior actuator coating	\$68,600.00
2	54"	2454/2K02AXDX – AIS Compliant AWWA C504 250B* Flanged Butterfly valve w/125# flange drilling, Ductile iron body and disc, 17-4ph SS stub shafts, EPDM seat on disc, 316SS body seat ring, 8'-3" centerline to centerline sealed carbon steel extended bonnet, submerged service traveling nut actuator w/stainless steel operating nut, stainless steel interior and exterior valve/bonnet/gear bolting, holiday free fusion bonded epoxy interior/exterior valve coating, 2-part epoxy exterior actuator coating	\$82,200.00
TOTAL F.O.B. FACTORY NET LOT PRICE			\$233,000.00
*Material deviation from spec. 250B rated valves are being proposed based on spec. section 2.03.E.1 that calls for a 250psi transient pressure. Our 150B BFV's only carry a 200psi max surge pressure allowance. Our 150B 2000 series and 250B 2400 series valves are dimensionally the same. 17-4ph SS stub shafts are required to achieve the 250B rating instead of the 316SS shaft material called out in spec. section 2.03.D.3			

Notes: 1. Any deviation from this quotation can result in a change of price and availability for the items

- listed herein.
2. Start-up and/or field services are included for one technician up to 5 days total.
 3. Factory witness testing less travel expenses is included and will be performed at our Addison, IL facility
 4. Standard Operation, Installation, and Maintenance manuals included.
 5. 5 year extended standard warranty from the date of shipment included.
 6. Products quoted comply with American Iron and Steel (AIS) requirements

WQA We do hereby certify compliance of all of our product lines for lead free drinking water systems per
NSF 61 NSF/ANSI 372/Annex G, California AB 1953 requirements.

Pricing: Valid 90 days and based on quantities and models shown.

Terms: **100% Net 30 days. Liquidated damages and/or retention are not allowed.**

All sales are subject to the Val-Matic Valve & Manufacturing Corp. (Val-Matic), Terms of Sale effective on receipt of the purchase order, which are incorporated in full by this reference. The Terms of Sale are available at <http://www.valmatic.com/terms.html>, and can be provided to the purchaser upon request. Val-Matic limits acceptance to the Terms of Sale, and objects to any other additional or different terms in the purchase order or acceptance.

Freight: F.O.B. factory with full freight allowed

Shipment: Approximately 38-40 weeks after receipt of approved drawings/purchase order.

Delivery is based on current material availability and is subject to prior sales.

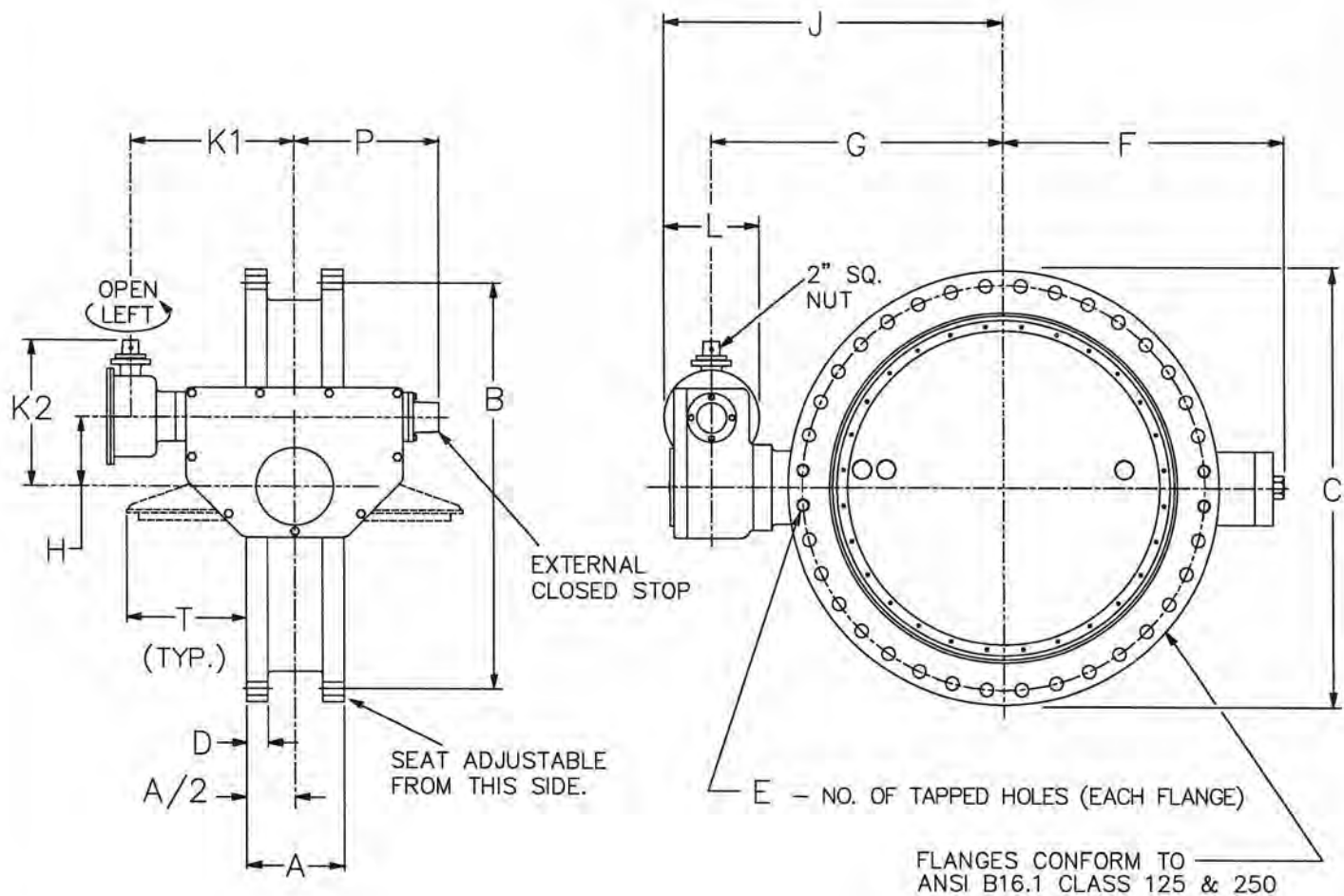
Val-Matic® thanks you for this opportunity. Feel free to contact us if we may be of further service.

Prepared by,

Aaron S. Kielar

Aaron Kielar

Central Regional Sales Manager
Val-Matic Valve & Mfg. Corp.



COLD WORKING PRESSURE 150 PSI (150B) 250 PSI (250B)

DRAWING DEPICTS 42" CLASS 150B SIZE TO SCALE

DIMENSIONS, INCHES

VALVE SIZE	AWWA C504 CLASS	A	B	C	D	E Qty.	E Tap	E Deep	F	G	H	J	K1	K2	L	P	T	TURNS TO OPEN	NO. OF BOLTS	BOLT SIZE	ACTUATOR SIZE	SHPG. WT. LBS.
42	250B	12.00	49.50	53.00	2.62	4	1 1/2-6	2.50	35.25	35.88	8.50	41.75	19.50	17.50	11.75	17.75	14.81	178	36	1 1/2	LS-52A	4544
48	250B	15.00	56.00	59.50	2.75	4	1 1/2-6	2.50	39.31	41.44	10.50	50.18	24.88	22.25	17.50	21.88	16.38	276	44	1 1/2	LS-6A	6925
54	250B	15.00	62.75	66.25	3.00	8	1 3/4-5	2.62	44.25	45.44	10.50	54.18	24.88	22.25	17.50	21.88	19.25	276	44	1 3/4	LS-6A	9255
60	250B	15.00	69.25	73.00	3.12	8	1 3/4-5	2.62	48.25	51.88	10.50	61.88	24.88	22.25	17.50	21.88	22.25	276	52	1 3/4	LS-6A	12880
66	250B	18.00	76.00	80.00	3.38	8	1 3/4-5	2.62	53.31	58.12	10.50	68.12	24.88	22.25	17.50	21.88	23.75	276	52	1 3/4	LS-6A	14820
72	250B	18.00	82.50	86.50	3.50	8	1 3/4-5	2.38	59.00	61.00	14.00	72.00	32.25	27.75	22.00	28.75	26.75	547	60	1 3/4	LS-7A	17800
84	150B	24.00	95.50	99.75	3.88	8	2-4 1/2	3.88	61.25	61.62	14.00	72.62	32.25	27.75	22.00	28.75	29.63	547	64	2	LS-7.2A	27060

Rev 10-23-19

250B/125 LB. FLANGED BUTTERFLY VALVE WITH BURIED SERVICE ACTUATOR

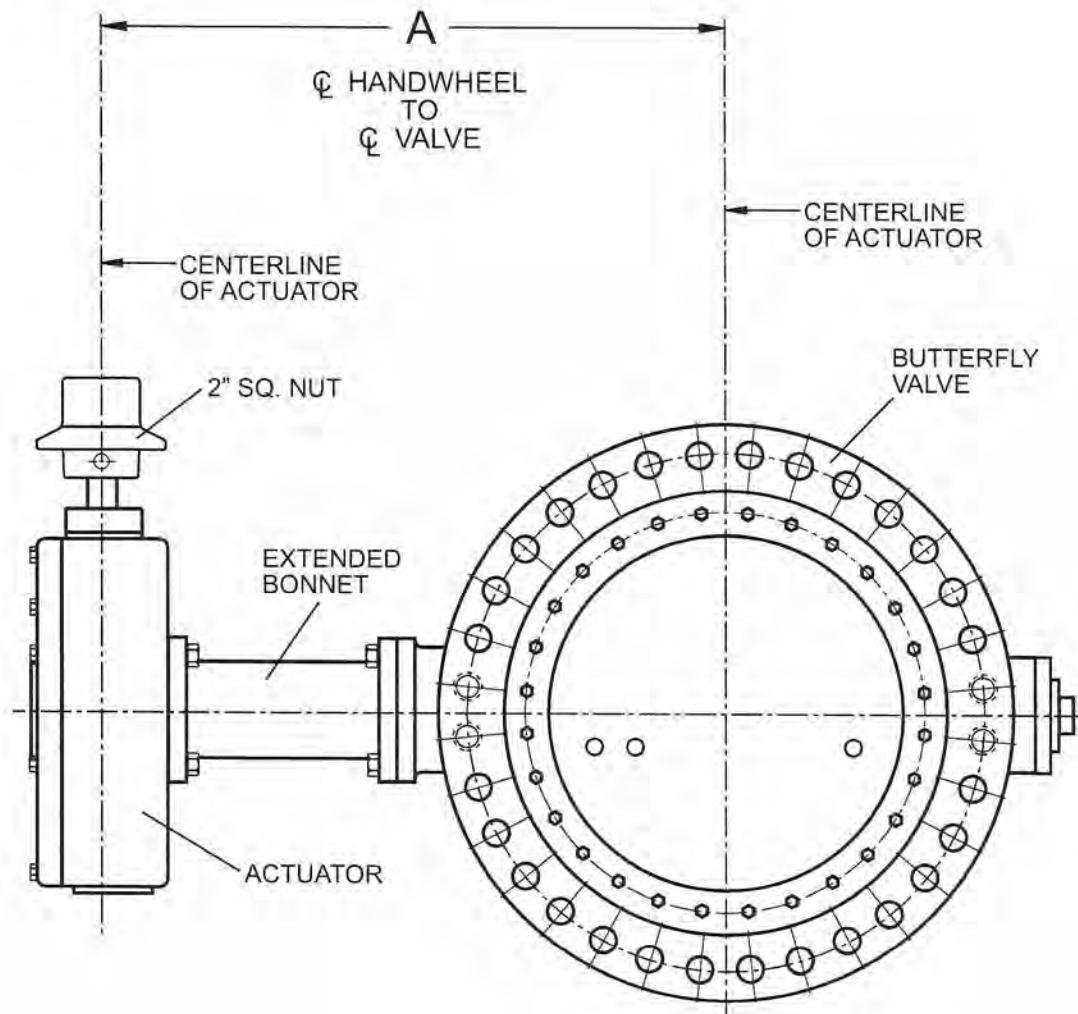
DATE 3-14-11

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-2442/LS



A - TO BE SPECIFIED BY CONTRACTOR FOR PROPER SIZING.

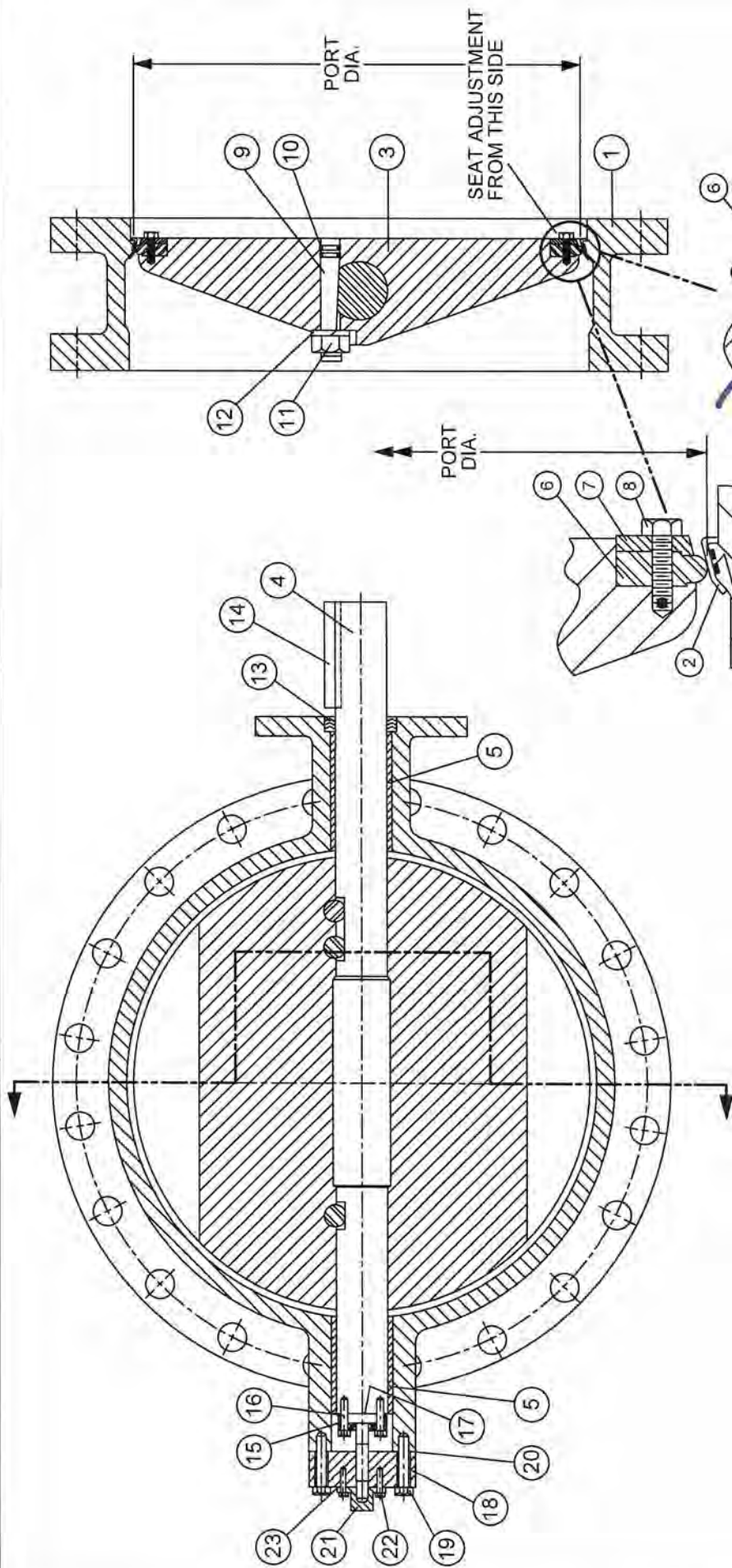
BUTTERFLY VALVE WITH EXTENDED BONNET

DATE 5-13-11

VAL-MATIC® VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-5EB-BS/BFV



NOTES:

1. VALVES CONFORM TO AWWA STANDARD C-504 (30"-72") AND AWWA C516 (78" AND LARGER), LATEST EDITIONS.
2. SEE DRAWINGS VM-2030-M AND, VM-2078-M FOR STANDARD MATERIALS OF CONSTRUCTION.

VALVE SIZE	30	36	42	48	54	60	66	72	78	84	90	96	102	108	120
PORT DIA.	29.40	35.35	41.29	47.26	53.16	59.18	65.15	71.06	75.82	81.82	87.82	93.80	99.80	105.80	117.80

Revised 6-3-24

30 - 120 INCH BUTTERFLY VALVE CONSTRUCTION

DATE 6-9-99

DRWG. NO.

VM-2030

VAL-MATIC® VALVE AND MANUFACTURING CORP.

BUTTERFLY VALVE

30"-72" SERIES 2000

MATERIALS OF CONSTRUCTION

PART NO.	PART NAME	STANDARD MATERIAL	OPTIONAL MATERIAL
1	BODY (CLASS 150B) BODY (CLASS 250B)	CAST IRON, ASTM A126, CLASS B DUCTILE IRON, ASTM A536, GRADE 65-45-12	DUCTILE IRON, ASTM A536, GRADE 65-45-12
2	BODY SEAT	STAINLESS STEEL ASTM A276, T316	WELDED NICKEL (OVERLAID ON BODY)
3	DISC	DUCTILE IRON, ASTM A536, GRADE 65-45-12	-
4	SHAFT (CLASS 150B) SHAFT (CLASS 250B)	STAINLESS STEEL ASTM A276, T304 STAINLESS STEEL ASTM A564, T630, H1150	STAINLESS STEEL ASTM A276, T316
5	SLEEVE BEARING	PTFE LINED, FIBERGLASS BACKED	-
6	RESILIENT SEAT	BUNA-N	PEROXIDE-CURED EPDM, EPDM, FKM
7	SEAT RETAINING RING	STAINLESS STEEL ASTM A743, GRADE CF8M	-
8	LOCKING CAP SCREWS	STAINLESS STEEL ASTM F593, T316 WITH NYLON PELLET	-
9	TAPER PIN	STAINLESS STEEL ASTM A582, T416	-
10	TAPER PIN O-RING	EPDM	FKM
11	TAPER PIN NUT	STAINLESS STEEL ASTM F594, T316	-
12	TAPER PIN WASHER	STAINLESS STEEL ASTM A276, T316	-
13	PACKING, V-TYPE	BUNA-N	EPDM, FKM
14	KEY	CARBON STEEL	-
15	THRUST BEARING CAP	BRONZE PER ASTM B763	-
16	CAP SCREWS	STAINLESS STEEL ASTM A276, T316	-
17	THRUST BEARING STUD	BRONZE PER ASTM B763	-
18	THRUST PLATE	CAST IRON, ASTM A126, CLASS B	-
19	THRUST PLATE BOLTS	CARBON STEEL (ZINC PLATED)	STAINLESS STEEL, T316
20	THRUST PLATE GASKET	COMPRESSED NON-ASBESTOS FIBER	-
21	LOCK CAP	CAST IRON ASTM A126, CLASS B	-
22	LOCK CAP BOLTS	CARBON STEEL (ZINC PLATED)	STAINLESS STEEL, T316
23	LOCK CAP GASKET	COMPRESSED NON-ASBESTOS FIBER	-
24	BODY O-RING	RESILIENT, ASTM D2000	-

Revised: 9/26/23

MATERIALS OF CONSTRUCTION

DATE: 6-7-99

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-2030-M

NOTES

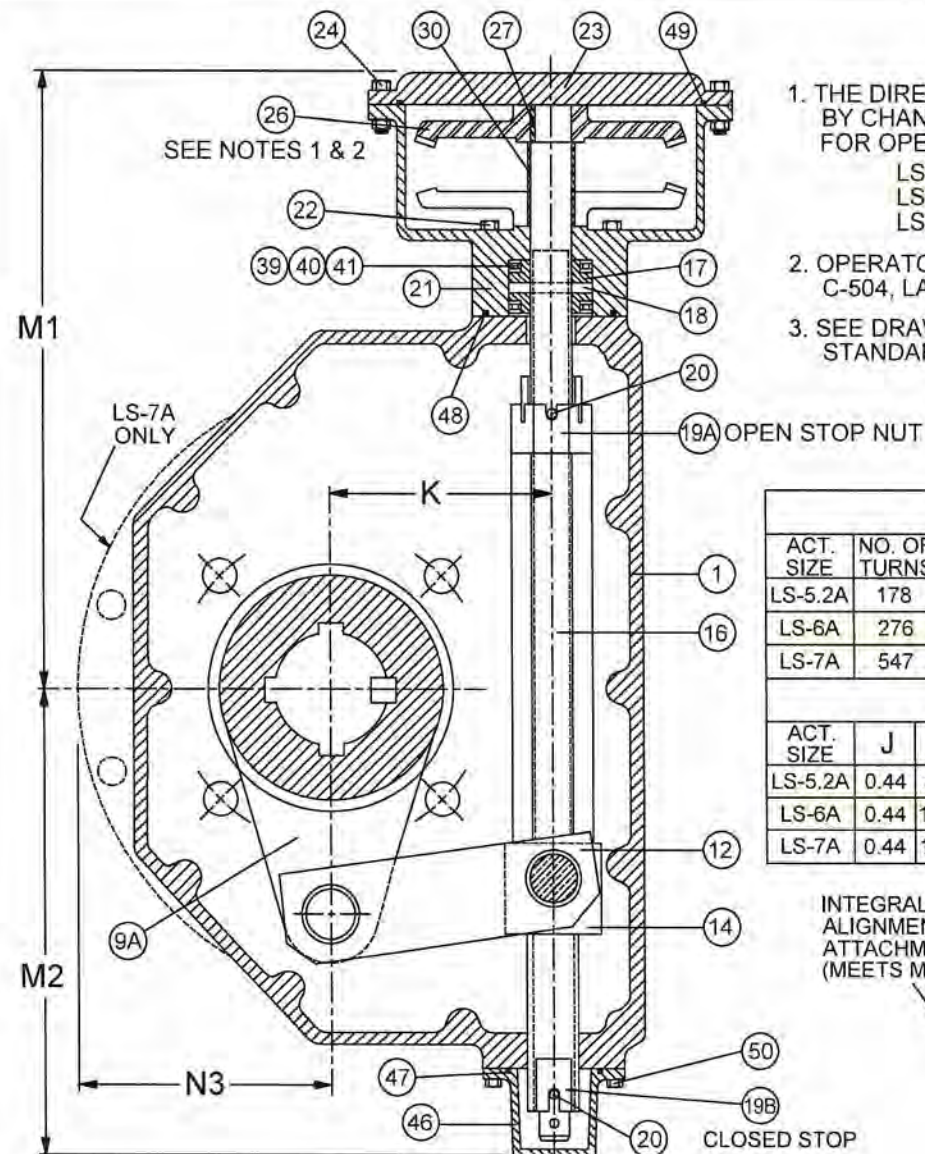
1. THE DIRECTION OF OPENING MAY BE REVERSED BY CHANGING THE POSITION OF BEVEL GEAR (26). FOR OPEN LEFT, THE POSITIONS ARE:
LS-5.2A BOTTOM (DOTTED LINE)
LS-6A TOP (SOLID LINE)
LS-7A TOP (SOLID LINE)
2. OPERATOR MEETS AWWA SPECIFICATIONS C-504, LATEST REVISION.
3. SEE DRAWING NO. VM-LS5A.2-M FOR STANDARD MATERIALS OF CONSTRUCTION.

DIMENSION, INCHES

ACT. SIZE	NO. OF TURNS	A	B	C	D	E	F	G	H
LS-5.2A	178	9.39	2.39	0.63	1.25	4.00	0.25	1.94	4.88
LS-6A	276	11.98	2.39	0.63	1.25	4.00	0.25	1.94	4.88
LS-7A	547	14.04	2.39	0.63	1.25	4.00	0.25	1.94	4.88

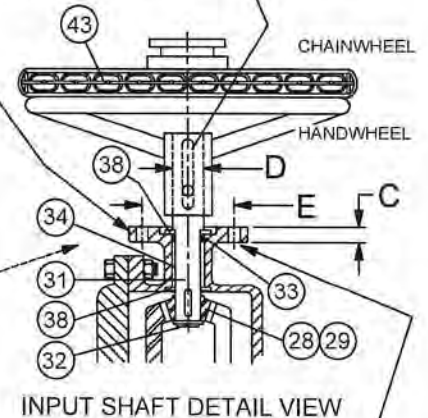
DIMENSION, INCHES

ACT. SIZE	J	K	L1	L2	M1	M2	N1	N2	N3
LS-5.2A	0.44	8.50	5.13	10.91	23.34	17.75	6.25	12.13	—
LS-6A	0.44	10.50	6.50	13.59	29.44	21.88	8.63	15.13	—
LS-7A	0.44	14.00	9.00	18.71	37.40	28.75	9.00	20.25	13.13

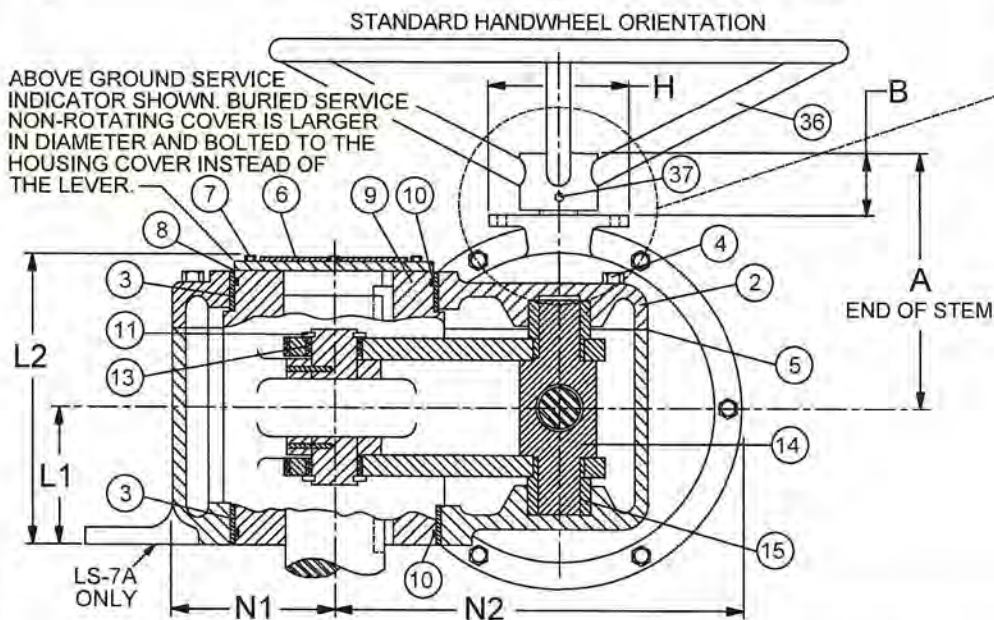
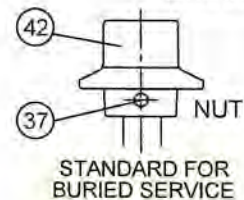


INTEGRAL SOIL PIPE ALIGNMENT/ MOTOR ATTACHMENT FLANGE (MEETS MSS SP-101, FA10)

KEYWAY
F WIDE X G LONG



(4) HOLES J DIA.
STRADDLING CL



Revised 10-23-19

TRAVELING NUT ACTUATOR

DATE 8-22-08

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-LS5.2A

TRAVELING NUT ACTUATOR

SIZES LS-5.2A THROUGH LS-7A

<u>PART NO.</u>	<u>PART NAME</u>	<u>MATERIAL</u>
1	OPERATOR HOUSING	CAST IRON ASTM A48, CLASS 40
2	HOUSING COVER	CAST IRON ASTM A48, CLASS 40
3	HOUSING & COVER BUSHINGS	TEFLON / FIBERGLASS BACKED
4	HOUSING COVER BOLTS	STAINLESS STEEL T316
5	HOUSING COVER GASKET	RTV SEALANT
6	INDICATOR SHAFT COVER (ABOVE GROUND SERVICE)	CAST IRON ASTM A48, CLASS 40
	NON-ROTATING SHAFT COVER (BURIED SERVICE)	
7	SHAFT COVER BOLTS	STAINLESS STEEL T316
8	SHAFT COVER GASKET	RTV SEALANT
9	LEVER	DUCTILE IRON ASTM A536, GRADE 65-45-12
9A	LOCKING PIN	ALLOY STEEL
10	LEVER O-RING	BUNA-N
11	LEVER RETAINING RING	STEEL
12	LINK	STEEL
13	LINK BUSHING	TEFLON / FIBERGLASS BACKED
14	CROSSHEAD	BRONZE ASTM B124, ALLOY C67500
15	TRAVELING GUIDE	BRONZE ASTM B124, ALLOY C67500
16	OPERATOR STEM	HIGH TENSILE STEEL
17	STEM TRUST BEARING COLLAR	BRONZE ASTM B124, ALLOY C37700
18	STEM COLLAR PIN	STEEL
19	STOP NUT	STEEL
20	STOP NUT PIN	STEEL
21	BEVEL GEAR HOUSING	CAST IRON ASTM A48, CLASS 40
22	BEVEL GEAR HOUSING BOLTS	ALLOY STEEL
23	BEVEL GEAR HOUSING COVER	CAST IRON ASTM A48, CLASS 40
24	B.G. HOUSING COVER BOLTS	STAINLESS STEEL T316
26	BEVEL GEAR	STEEL
27	BEVEL GEAR KEY	STEEL
28	PINION GEAR	STEEL
29	PINION GEAR KEY	STEEL
30	SPACER	STEEL
31	INPUT SHAFT	STAINLESS STEEL T416, ASTM A582
32	SHAFT RETAINING RING	STEEL
33	INPUT SHAFT O-RING	BUNA-N
34	SHAFT BEARING	BRONZE
35	HANDWHEEL (OPTIONAL)	STEEL
37	PIN	STEEL
38	THRUST WASHER	BRONZE
39	BALL BEARINGS	STEEL
40	BEARING RACE	STEEL
42	OPERATING NUT (OPTIONAL FOR ABOVE GROUND SERVICE, STANDARD FOR BURIED SERVICE)	CAST IRON Stainless Steel
43	CHAINWHEEL KIT (OPTIONAL)	DUCTILE IRON
46	STOP COVER	CAST IRON, ASTM A48, CLASS 40
47	STOP COVER O-RING	BUNA-N
48	BEVEL HOUSING O-RING	BUNA-N
49	BEVEL COVER O-RING	BUNA-N
50	STOP COVER BOLTS	STAINLESS STEEL T316

NOTE: ALL SPECIFICATIONS AS
LAST REVISED.

MATERIALS OF CONSTRUCTION

DATE 8/22/08

VAL-MATIC®

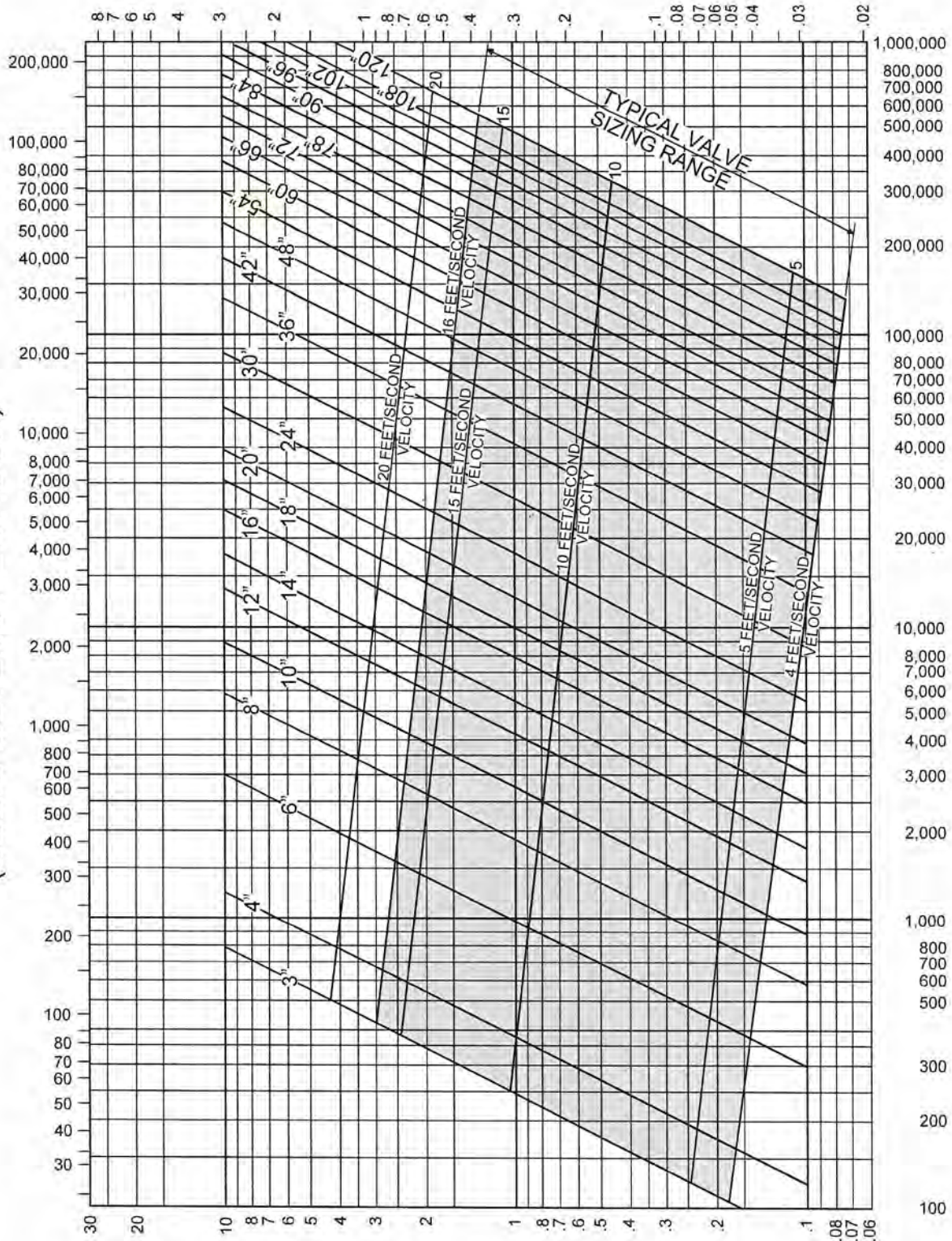
VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-LS5.2A-M

(METERS OF WATER)

(CUBIC METERS PER HOUR)



HEAD LOSS IN FEET OF WATER

FLOW OF WATER IN GALLONS PER MINUTE

SIZE	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	120
Cv	380	590	1,430	2,750	4,300	6,550	8,350	11,800	15,000	18,600	27,000	42,000	61,900	87,100	114,000	144,000	180,000	221,000	266,500	316,000	366,000	420,500	478,500	540,000	605,500	744,000

HEAD LOSS CHART FOR CLASS 150B AND 250B BUTTERFLY VALVES

DATE Revised 11-5-18
5-26-99

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

SS-1622

Valve Int/Ext Coating

FUSION BONDED EPOXY (FBE) COATING

General Description:

Fusion Bonded Epoxy is a one-part, heat cured, thermosetting epoxy coating that is applied as a dry powder to the sandblasted surface of a pre-heated valve and then fused and cured in a high-temperature oven. The result is a durable coating with exceptional abrasion and chemical resistance ideally suited for valves in water and wastewater applications.

Advantages of FBE:

1. The coating is applied in accordance with AWWA Standard C550 "Protective Epoxy Coatings for Valves and Hydrants" and certified by to the requirements of ANSI/ NSF Standard 61 - "Drinking Water System Components - Health Effects" for coating valves and fittings.
2. FBE coatings are applied in an automated one-part process so that the mixing, surface preparation, and multiple-coat problems associated with liquid paints are eliminated.
3. The electrostatic application process for FBE provides a smooth, even coating thickness with no runs, sags, or thin spots common with applying liquid paints.
4. FBE coatings are durable and provide twice the impact strength of liquid epoxies.
The surface provides high abrasion resistance and has become a standard seating material for resilient gate and check valves.
5. FBE has a long-term performance history in water and sewage environments including salt water, slurries, methane and hydrogen sulfide exposure.

Application Process:

1. FBE is applied in an automated manufacturing process in accordance with the coating manufacturers' procedures and industry standards to assure consistency and high quality.
2. The valve is cleaned, sandblasted, and preheated in an oven.
3. An electrical charge is applied to the body and the powder is deposited over the surfaces of the valve to the specified thickness.
4. The epoxy is post cured in an oven to cure specifications and allowed to air cool to room temperature.
5. The final surface is visually and electrically (when specified) tested to verify thickness and that it is holiday free.

Typical Performance Characteristics:

1. Color:	Blue	
2. Thickness	12-20 mils 16 mils min.	1 Coat
3. Gloss at 60 deg:	60-80 units	Din 67 530
4. Impact Resistance	>5 Joule (44 in-lb)	Din 30 677-2
5. Elongation:	>5%	Din 30 671
6. Hardness:	>100	Din 53 153
7. Water Immersion:	No visible change	90C, 672 Hours
8. Salt Spray Test:	>3000 hours	Din 53167
9. Adhesion:	16 Mpa (2320 psi)	7 days, 90C EN 24 624

Revised 2-15-17

FUSION BONDED EPOXY (FBE) COATING

DATE 7-17-02

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

SS-1847

Gearbox Coating

LIQUID EPOXY COATING

General Description:

Liquid Epoxy is a two-part, low VOC, chemically cured, semigloss coating that is applied as a liquid to the sandblasted surface of a valve and then allowed to cure at room temperature. The result is a durable coating with exceptional abrasion and chemical resistance ideally suited for valves in water and wastewater applications.

Advantages of Epoxy:

1. The coating is applied in accordance with AWWA Standard C550 "Protective Interior Coatings for Valves and Hydrants" and certified to the requirements of ANSI/ NSF Standard 61 - "Drinking Water System Components - Health Effects" for coating valves and fittings.
2. Epoxy coatings are applied in a spray process in one or multiple-coats.
3. The spray process provides a smooth, even coating thickness with no runs, sags, or thin spots common when applying liquid paints.
4. Epoxy has a long-term performance history in water and sewage environments including salt water, slurries, methane and hydrogen sulfide exposure.

Application Process:

1. The valve is cleaned and sandblasted, prior to coating.
2. Epoxy is applied in a semi-automated manufacturing process in accordance with the coating manufacturers' procedures and industry standards to assure consistency and high quality.
3. The epoxy is allowed to cure at room temperature.
4. The final surface is visually and electrically (when specified) tested to verify thickness and that it is holiday free.

Typical Performance Characteristics:

1. Color:	Black	
2. Thickness:	4-6 mils 12 mils	1 Coat
3. Impact Resistance:	20 in-lb	ASTM D2794
4. Moisture Permeability:	.07	ASTM E96
5. VOC:	1.41 lbs/gal	EPA 24
6. Service Temperature:	160° F. (250° F.)	Wet (Dry)
7. Adhesion:	Excellent	ASTM D4541
8. Abrasion:	Excellent	ASTM D4060
9. Elongation:	Excellent	ASTM D522 Method B
10. Water Immersion:	Excellent	ASTM D1308
11. Chemical Resistance to:	Alkalis, salts, oils, greases, foodstuffs, 50% sodium hydroxide, 28% ammonia, 25% citric acid, 5% sodium chloride, 10% ammonium hydroxide, sewage.	

Revised 6-29-23

LIQUID EPOXY COATING

DATE 11-25-03

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

SS-1939

142 of 149



Resolution #: R-36-25

Account: 01-60-628000; \$65,321

Approvals: Author / Manager / Finance / Admin

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving EPA Air Emissions Monitoring for the DPPS Emergency Generation System**

Agenda Section: Engineering & Construction

Originating Department: Administration

On December 17, 2024, the Environmental Protection Agency, Division of Air Quality (EPA-DAQ) sent notification that effective January 16, 2025, the Greater Chicago Metropolitan area will be reclassified from moderate to serious nonattainment for the 2015 National Ambient Air Quality Standard for Ozone. This reclassification lowers the potential to emit (PTE) emissions thresholds for a major stationary source for volatile organic material (VOM) and nitrogen oxides (NOx) from 100 tons per year to 50 tons per year, pursuant to Section 39.5 of the Illinois Environmental Protection Act. Based upon a review of Illinois EPA records, and based upon our annual submittal using EPA established factors, the DPPS Emergency Generation Facility has been identified as having emissions that *“may now classify it as a major source under the Clean Air Act Permit Program (CAAPP) and requires it to obtain a CAAPP permit”* by January 16, 2026.

To determine if a CAAPP permit is required, staff is recommending that Generator Stack Emission Testing be undertaken to evaluate the actual output of the generators to maintain the current Federally Enforceable State Operating Permit (FESOP), a revised FESOP is needed, and whether the CAAPP designation is warranted.

Should the DPPS Emergency Generation Facility be required to reclassify as a CAAPP Facility, rather than the current FESOP permit, additional operating conditions would follow such as limitations on allowable annual operating time limits, additional testing and reporting requirements, and additional annual operating permit fees.

Staff is therefore recommending the Stack Emissions Testing be performed by Altorfer/Caterpillar, which has the capability to perform such testing and has the inherent knowledge of our system as the provider, installer, and contract maintainer of our generation system.

Since this reclassification from the EPA has been dictated, staff has been advised scheduling such services is approximately six (6) months - and with the January 16, 2026, deadline looming, staff is seeking authorization to move forward with scheduling the emissions testing as soon as possible. The

Emissions Testing has been included in the Fiscal Year 25/26 Management Budget. Attached is a copy of the Altorfer/Caterpillar quotation for these services at a cost of \$65,321.20.

On a parallel track for future consideration at a separate DWC meeting, staff will be seeking the assistance of one of our current Master/Task Order Agreement Consultants to prepare necessary reports and the preparation of CAAPP permit application for submittal.

Recommended Motion:

To adopt Resolution R-36-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-36-25

A RESOLUTION APPROVING EPA AIR EMISSIONS MONITORING
FOR THE DPPS EMERGENCY GENERATION SYSTEM

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 DuPage Water Commission received a price quotation from Altorfer-CAT, dated April 2, 2025, in the amount of \$65,321.20 for the Air Emissions Testing in response to the EPA Department of Air Quality (DAQ) permitting requirements for the DuPage Pumping Station Emergency Generation System; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by Altorfer-CAT, as the Commission's contracted service vendor, to perform the DAQ Emissions Testing as required by permit;

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: The price quotation of Altorfer-CAT, dated as of April 2, 2025, for the Air Emissions Testing in response to the EPA Department of Air Quality (DAQ) permitting requirements for the DuPage Pumping Station Emergency Generation System shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount of \$65,321.20 is hereby approved without further act.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-36-25.docx

EXHIBIT 1

Altorfer-CAT Quotation No. 54532-1



Proposal No: 54532 - 1

DUPAGE WATER COMMISSION
600 E BUTTERFIELD RD
ELMHURST IL 60126

CUSTOMER NO.	CONTACT	PHONE NO.	PO NO.	WO NO
4172831	CHRIS BOSTICK	630 516 1915		
QUOTE NO.	OPP NO.	DATE	EMAIL	
54532	278087	4/2/2025	bostick@dpwc.org	
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	3516	0SBK00738	ELMHURST5	
NOTES				
SPECIAL INSTRUCTIONS				

SEGMENT: 01 TEST FOR PERFORMANCE CLEAN EMISSIONS MODULE (030 108D)

NOTES:

TECHNICIANS WILL ARRIVE ON SITE ON FRIDAY PRIOR TO TEST, TO POSITION THE TRANSFORMER TRAILER AND ROUTE THE CABLES TO THE FIRST GENERATOR TO BE TESTED. THE LOAD BANK WILL BE HOOKED UP TO THE TRANSFORMER IN ANTICIPATION OF STARTING THE EMISSIONS TEST ON UNIT 1, MONDAY MORNING. EACH UNIT WILL HAVE 3 SEPARATE 1-HOUR LOAD BANK TEST PERFORMED. UPON COMPLETION OF THE TESTING ON THE FIRST UNIT, THE CABLES WILL BE REMOVED FROM UNIT 1 AND CONNECTED TO UNIT 2, IN ANTICIPATION OF PERFORMING THE EMISSIONS TESTING ON UNIT 2 THE FOLLOWING DAY. UNIT 1 WILL BE RETURNED TO NORMAL CONFIGURATION. PROCEEDURE WILL BE REPEATED FOR UNIT 3 ON DAY 3, UNIT 4 ON DAY 4 AND UNIT 5 ON DAY 5. UPON COMPLETION OF THE EMISSIONS TESTING ON UNIT 5, THE TECHNICIANS WILL REMOVE ALL CABLES, TRANSFORMER CABLES AND RETURN THE SITE TO NORMAL OPERATION.

Total Labor:	26,028.00
Total Misc:	39,293.20
Segment 01 Total:	65,321.20
Total Segments:	65,321.20
GRAND TOTAL	65,321.20

- This estimate will expire 30 days from the estimate date.
- Please ask about Cat Financial Payment options.
- Customer is responsible for all applicable taxes.
- Based on Monday-Friday regular time labor rates.
- If parts needed on emergency order basis, extra fees and expedited shipping cost may

apply.

- Any additional repairs found during the above work will be quoted at that time.
- This estimate may include Remanufactured or Exchange components as noted.
- The core charges and credits associated with these parts will be determined by using CATERPILLAR's Core Acceptance Guidelines.
- Some core charges may qualify for full, partial or zero credit.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print.**

Date _____/_____/_____. _____

Signature

Any Questions? Please Call Jim Seibert at 6305386461.
