



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, MAY 19, 2022
6:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

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

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

RECOMMENDED MOTION: To approve the Minutes of the April 21, 2022, Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-22-22:** A Resolution Awarding Two Contracts for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors at the DuPage Pumping Station (**Midwest Service Center and Joliet Electric Motors – Aggregate Amount Not-To-Exceed \$400,000.00**)
- V. **R-31-22:** A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Schneider Electric through Omnia Partners Public Sector Purchasing Cooperative Contract #R170602 at the May 19, 2022, DuPage Water Commission Meeting (**Not-To-Exceed \$544,600.00**)
- VI. **R-32-22:** A Resolution Directing Advertisement for Bids on a Contract for Materials Testing Services (Contract MT-12/22) (**No Cost This Action**)
- VII. **R-33-22:** A Resolution Approving a Second Amendment to Task Order No. 2 under a Master Contract with DeLasCasas CP, LLC at the May 19th, 2022, DuPage Water Commission Meeting (**Additional Cost Not-To-Exceed \$47,600.00**)
- VIII. **R-35-22:** A Resolution Approving and Ratifying A First Amendment to Work Authorization Order No. 006 Under Quick Response Contract QR-

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

12/21 at the May 19, 2022 DuPage Water Commission Meeting
(John Neri Construction Co. – Additional Cost Not-To-Exceed \$90,000.00)

- IX. **R-36-22:** A Resolution Directing Advertisement for Bids on a Task Order Contract for Coatings Rehabilitation (Contract CR-1/22) **(No Cost This Action)**
- X. **R-37-22:** A Resolution Suspending Purchasing Procedures and Approving the purchase of Rectifier Controls Upgrade at the May 19, 2022 DuPage Water Commission Meeting **(Elecsys – Not-To-Exceed \$39,224.50)**
- XI. **R-38-22:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 Work Authorization Order No. 010 at the May 19, 2022, DuPage Water Commission Meeting **(Rossi Contractors, Inc. – \$1,168.50)**
- XII. Old Business
- XIII. Other
- XIV. Adjournment

**MINUTES OF THE MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, APRIL 21, 2021
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Committee members in attendance: D. Bouckaert, J. Fennell, D. Novotny, and J. Zay (arrived at 6:03pm)

Committee members absent: F. Saverino

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

All previous Engineering & Construction Committee meeting minutes were approved on January 20, 2022.

Facilities Construction Supervisor Bostick provided synopsis of the Status of Operations Report including all items listed on the Engineering & Construction Committee agenda.

Regarding R-24-22, Facilities Construction Supervisor advised the Committee the action seeks the award of the Contract for the Construction of the SCADA Replacement Project (Contract PSD-9/21) Coordinating Engineer Denis Cuvalo will host a presentation at the end of the Status of Operations Report which may answer Committee member questions regarding the project.

Regarding R-25-22 and R-26-22, Facilities Construction Supervisor advised the Committee the actions seek approval and ratification of two Task Orders with the Commission's Cathodic Protection Specialist to provide Test Point Surveys and Close Interval Testing on portions of the water transmission system. Facilities Construction Supervisor advised the Committee that the testing is necessary to gather data to determine cathodic protection strategies.

Regarding R-27-22, this item seeks ratification of Work Authorization Order 009 with Rossi Contractors to expose certain portions of a transmission main in Naperville to determine the exact material types installed on behalf of the Commission by the Illinois Department of Transportation (IDOT), prior to the Commission's existence. The Commission currently has very limited documentation on this pipeline installation.

Regarding R-28-22 and R-29-22, Facilities Construction Supervisor advised the Committee the actions seek approval and amendment of two Task Orders with two of the Commission's consultants for Project Management, Construction Services and Resident Engineering Services regarding the Construction of the SCADA Replacement Project (Contract PSD-9/21).

At this point, Coordinating Engineer Cuvalo gave his presentation regarding the SCADA Replacement project.

At the conclusion of the presentation, Chairman Fennell inquired as to the cyber security aspects of the proposed SCADA system and Coordinating Engineer Cuvalo provided a brief overview of the security systems that shall be employed.

Engineering Committee Minutes 04/21/2022

Chairman Zay complimented Staff and acknowledged the level of effort and detail of the SCADA Replacement Project.

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

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

Nays: None

Absent: F. Saverino

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

With no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:14 P.M. Seconded by Chairman Zay and unanimously approved by a roll call vote.

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

Nays: None

Absent: F. Saverino



DuPage Water Commission

MEMORANDUM

TO: Paul May
General Manager

FROM: Mike Weed
Operations Supervisor

Terry McGhee	Interim Manager of Water Operations
Dariusz Panaszek	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
Jessica Haney	Construction / Corrosion Protection
Alan Stark	Instrumentation/Remote Facilities
Denis Cuvalo	SCADA / Information Technology

DATE: May 11, 2022

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of April were a total of 1.95 billion gallons. This represents an average day demand of 64.9 million gallons per day (MGD), which is lower than the April 2021 average day demand of 65.7 MGD. The maximum day demand was 70.5 MGD recorded on April 7, 2022, which is lower than the April 2021 maximum day demand of 78.2 MGD. The minimum day flow was 58.9 MGD.

The Commission's recorded total precipitation for the month of April 2022 was 3.87 inches compared to .71 inches for April 2021. The level of Lake Michigan for April 2022 is 579.63 (Feet IGLD 1985) compared to 580.54 (Feet IGLD 1985) for April of 2021.

Operations Maintenance

R-22-22 appears on the agenda seeking authorization to award two (2) contracts for 36-Month Maintenance, Parts, and Repair Service for Large Electric Motors at the DuPage Pumping Station. This action will allow Staff flexibility to seek proposals for necessary work on the Commission's Large Electric Motors and ancillary equipment.

Instrumentation / Remote Facilities Overview

Instrumentation staff continues with routine inspections, repairs of remote facilities, and continuing work with the meter test program.

Instrumentation staff began maintenance and repair within the standpipe of Tank Site 2. Repairs are required for the PAX mixer within the tank, as well as repairs to the cathodic lines within the tank. To perform the repairs of the two systems within the tank, the entire tank is to be drained completely allowing access. Once the repairs are completed, the tank will be filled with water and disinfected. The tank will be placed back in service after passing two consecutive rounds of microbiological samples.

QRE-9/20 Work Authorization Order No. 006 was approved in June 2021 for Courtesy Electric, Inc. to install a bypass switch for the UPS system in the DuPage Pump Station Emergency Generation Facility. Completion is delayed due to parts acquisition.

QRE-9/20 Work Authorization Order No. 009 was approved in November 2021 for Courtesy Electric, Inc. to replace corroded fittings and brackets in the ROV 8C structure for the split actuator project that will resume as weather permits.

Resolution R-37-22 appears on the agenda requesting approval to purchase 18 Rectifier Control Panels for a portion of the cathodic protection systems within our distribution system. Elecsys is the manufacturer of our current system as well as the new Watchdog Scout system that would replace the current system which is becoming inoperable at the end of 2022 due to sunsetting of the 3G Verizon network.

Resolution R-38-22 appears on the agenda requesting approval and ratification of Work Authorization Order No. 010 under Quick Response Contract QR-12/21 to Rossi Contractors, Inc. for welding previously performed to repair a broken roof drain down spout on Standpipe No. 2.

Pipeline Maintenance and Construction Overview

Pipeline staff is performing annual air release exercising program and corrective work as needed.

Pipeline staff is inspecting and performing maintenance work on Cathodic Protection Test Stations.

Resolution R-33-22 appears on the agenda requesting approval of A First Amendment to Work Authorization Order No. 006 Under Quick Response Contract QR-12/21.

Capital Improvement Program

The DPPS Emergency Generator System Modifications (Contract PSD-10/22) is out for bids. Pre-bid open houses are scheduled for May 11th and May 18th. Bid Opening is scheduled for June 1st.

R-31-22 appears on the agenda seeking authorization for the General Manager to enter into an agreement with Schneider Electric, via the Omnia Partners Public Sector Purchasing Cooperative Contract #R170602 for the Building Automation System (BAS) upgrades. This work consists of updating HVAC and Lighting Controls of which certain portions of the system date back to 1999.

Resolution R-32-22 appears on the agenda directing Advertisement for Bids on a Contract for Materials Testing Services (Contract MT-12/22). The current Materials Testing Contract expired on March 15th, 2022. Staff requires materials testing services for several upcoming projects, including the DPPS Emergency Generator System Modifications (Contract PSD-10/22).

Resolution R-35-22 appears on the agenda requesting approval of a Second Amendment to Task Order No. 2 under a Master Contract with DeLasCasas CP, LLC to add stray current mitigation from stations 0+00 to 85+14 on the TE-3/94 pipeline.

Resolution R-36-22 appears on the agenda directing Advertisement for Bids on a Task Order Contract for Coatings Rehabilitation (Contract CR-1/22). Various coating rehabilitation work was suggested in the 2014/2015 Condition Assessment and has been included in the FY-22/23 Management Budget as a Capital Improvement Project.

Information Technology

The Contract for Construction of the SCADA Replacement Project was awarded to Baxter & Woodman/Boller Construction at the April 21, 2022, Board meeting. The Contract Closing and Pre-Construction meeting is scheduled for June 1, 2022. The Contract Period lasts 1460 calendar days.

MAY 2022 COMMISSION AGENDA ITEMS:

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Water Commission Meeting (DeLasCasas CP, LLC – Additional Cost Not-To-Exceed \$47,600.00)

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Attachments

1. DuPage Laboratory Bench Sheets for April 2022
2. Water Sales Analysis 01-May-2018 to 30-April 2022
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2022/220511.docx>

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
APRIL 2022

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	1.28	0.07	0.63	1.32	0.08	54	7.7	1.1	0.56	0	CT
2	1.35	0.06	0.55	1.30	0.07	52	7.6	0.9	0.55	0	RC
3	1.23	0.07	0.53	1.35	0.07	53	7.6	0.8	0.55	0	RC
4	1.37	0.07	0.53	1.38	0.08	55	7.5	0.8	0.54	0	CT
5	1.21	0.09	0.56	1.39	0.08	54	7.5	0.9	0.49	0	CT
6	1.43	0.06	0.55	1.42	0.08	53	7.6	0.9	0.56	0	RC
7	1.44	0.06	0.61	1.40	0.07	53	7.5	0.9	0.58	0	RC
8	1.37	0.07	0.62	1.37	0.07	53	7.6	0.9	0.55	0	RC
9	1.39	0.08	0.59	1.38	0.08	52	7.6	0.9	0.57	0	AM
10	1.41	0.08	0.58	1.35	0.08	52	7.6	0.8	0.56	0	AM
11	1.34	0.07	0.52	1.29	0.08	54	7.7	0.9	0.54	0	RC
12	1.37	0.06	0.60	1.32	0.07	53	7.5	0.9	0.52	0	RC
13	1.40	0.08	0.61	1.36	0.08	52	7.7	0.9	0.58	0	AM
14	1.36	0.07	0.57	1.28	0.08	51	7.8	0.9	0.54	0	AM
15	1.30	0.06	0.52	1.21	0.08	51	7.8	0.9	0.49	0	AM
16	1.32	0.06	0.55	1.24	0.08	52	7.7	0.9	0.51	0	KD
17	1.33	0.06	0.56	1.29	0.07	53	7.7	0.9	0.52	0	KD
18	1.34	0.08	0.60	1.31	0.07	52	7.8	0.9	0.57	0	AM
19	1.34	0.06	0.63	1.30	0.08	52	7.7	0.9	0.59	0	KD
20	1.32	0.07	0.65	1.32	0.08	53	7.8	0.9	0.57	0	KD
21	1.30	0.06	0.61	1.32	0.08	53	7.8	0.9	0.58	0	KD
22	1.35	0.07	0.56	1.32	0.07	52	7.7	0.9	0.55	0	KD
23	1.30	0.06	0.55	1.33	0.07	54	7.7	0.9	0.58	0	BM
24	1.40	0.06	0.60	1.36	0.06	55	7.7	0.8	0.56	0	BM
25	1.35	0.06	0.60	1.26	0.06	53	7.8	0.9	0.58	0	KD
26	1.36	0.05	0.50	1.28	0.06	54	7.7	0.8	0.63	0	KD
27	1.33	0.05	0.62	1.28	0.07	55	7.7	0.9	0.55	0	BM
28	1.34	0.06	0.58	1.28	0.06	55	7.7	0.9	0.59	0	BM
29	1.35	0.07	0.60	1.26	0.07	56	7.7	0.9	0.58	0	BM
30	1.33	0.06	0.59	1.30	0.07	56	7.7	0.9	0.57	0	KD
AVG.	1.34	0.07	0.58	1.32	0.07	53	7.7	0.9	0.56	0	
MAX.	1.44	0.09	0.65	1.42	0.08	56	7.8	1.1	0.63	0	
MIN.	1.21	0.05	0.50	1.21	0.06	51	7.5	0.8	0.49	0	

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Apr-22

PER DAY AVERAGE 78,199,730

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
TOTALS (1)	856,834,441,798	881,602,236,644	97.19%	\$2,003,587,529.19	\$1,776,801,917.95	846,395,639	0.10%	97.29%	\$2.34	\$2.015

(1) - SINCE MAY 1, 1992

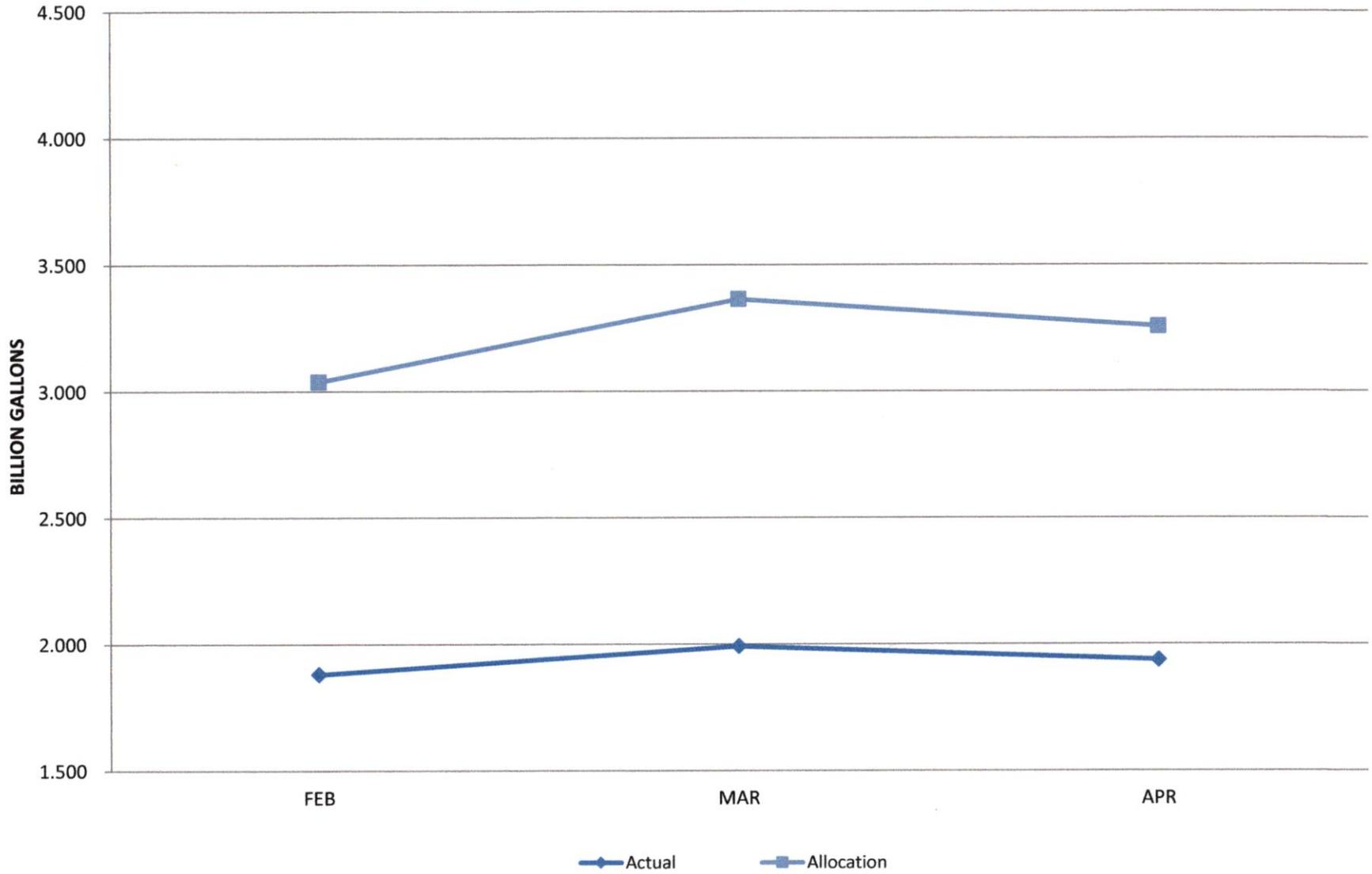
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Apr-21	26,743,881,000	27,568,720,410	97.01%	132,917,089	112,052,071			\$4.97	\$4.064
Apr-22	26,819,331,000	27,636,530,891	97.04%	133,292,075	113,646,328			\$4.97	\$4.112
	75,450,000	67,810,481		\$374,987	\$1,594,257				
	0.3%	0.2%		0.3%	1.4%				
Month									
Apr-21	1,959,759,000	2,010,756,459	97.46%	9,740,002	8,187,800			\$4.97	\$4.072
Apr-22	1,935,992,000	1,981,414,298	97.71%	9,621,880	8,155,501			\$4.97	\$4.116
	(23,767,000)	(29,342,161)		(\$118,122)	(\$32,299)				
	-1.2%	-1.5%		-1.2%	-0.4%				
April-March	(54,480,000)	(80,498,345)		(270,766)	(331,331)				

DU PAGE WATER COMMISSION SALES FY 2021-22 VS. ALLOCATION



REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations						
ITEM	<p>A Resolution Awarding two Contracts for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors at the DuPage Pumping Station.</p> <p>Resolution No. R-22-22</p>	<p>APPROVAL</p> 							
<p>Account Number: 01-60-662100</p> <p>In accordance with R-7-22, the Commission solicited sealed proposals for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors at the DuPage Pumping Station by direct invitation, as well as by notice published in the <i>Chicago Tribune</i> on March 8 & 23, 2022 and by posting notice of the solicitation on the Commission's website starting March 9, 2022 and ending on April 7, 2022. Sealed proposals were received until 01:00 P.M., local time, April 7, 2022, at which time all proposals were publicly opened and read aloud.</p> <p>Of the six (6) companies that held copies of the Request for Proposals (RFP) document, two (2) proposals were received (see tabulation below). Of the two (2) proposals received, the proposal of Midwest Service Center was found to be the lowest responsible bidder and most favorable to the interests of the Commission, while the proposal of Joliet Electric Motors was found to be the second lowest responsible bidder and second most favorable to the interests of the Commission.</p> <table border="1" data-bbox="220 1094 1463 1188"> <thead> <tr> <th>Company</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>Midwest Service Center</td> <td>\$337,836.00</td> </tr> <tr> <td>Joliet Electric Motors</td> <td>\$392,250.00</td> </tr> </tbody> </table> <p>Staff recommends awarding contracts to the two (2) lowest responsible bidders. The second lowest responsible bidder would be used in the event the lowest responsible bidder becomes incapable of providing service in a timely manner.</p> <p>This contract included unit prices for maintenance, parts and repairs to be used on an as needed basis on the Commission's Large Electric Motors. This contract provides a 3 year unit price estimate for most unforeseen maintenance, parts and repair on the Commission's Large Electric Motors. This contract also includes unit prices for maintenance, parts and repairs for large motor repair work as recommended in the 2014/15 Condition Assessment.</p> <p>Resolution No. R-22-22 would award contracts to the two (2) lowest responsible bidders, Midwest Service Center being the primary service provider and lowest responsive bidder and Joliet Electric Motors being the secondary service provider and second lowest responsive bidder.</p> <p>The proposed FY-22/23 Management Budget included \$400,000.00 in account 01-60-662100 under Pumping Services for Highlift Pump Repair.</p>				Company	Price	Midwest Service Center	\$337,836.00	Joliet Electric Motors	\$392,250.00
Company	Price								
Midwest Service Center	\$337,836.00								
Joliet Electric Motors	\$392,250.00								
<p>MOTION: To adopt Resolution No. R-22-22.</p>									

DuPAGE WATER COMMISSION

RESOLUTION NO. R-22-22

A RESOLUTION AWARDING TWO CONTRACTS FOR 36-MONTH MAINTENANCE,
PARTS AND REPAIR SERVICE FOR LARGE ELECTRIC MOTORS

WHEREAS, on January 20, 2022, the DuPage Water Commission (the "Commission") adopted Resolution No. R-7-22 being "A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors which authorized and directed the General Manager to advertise for bids in accordance with the requirements of 65 ILCS 5/11-135-5: and

WHEREAS, in full compliance with said Statute, the Commission duly advertised for bids for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors; and

WHEREAS, based upon staffs review of the proposals received, and the staff's recommendation to the Board of Commissioners of the DuPage Water Commission, the Board of Commissioners has determined that that (a) the proposal of Midwest Service Center and the proposal of Joliet Electric Motors are the most favorable and in the best interests of the Commission.

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

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

SECTION TWO: The DuPage Water Commission hereby awards two contracts for the 36-Month Maintenance, Parts and Repair Service for Large Electric Motors to Midwest Service Center and Joliet Electric Motors, in accordance with their respective proposals, conditioned upon the receipt of all contractually required documentation.

Resolution No. R-22-22

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2022.

Chairman

ATTEST:

Clerk

DATE: May 12, 2022

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Schneider Electric through Omnia Partners Public Sector Purchasing Cooperative Contract #R170602 at the May 19, 2022, DuPage Water Commission Meeting Resolution No. R-31-22	APPROVAL	

Account Numbers: 01-60-722500 (Not-to-Exceed \$544,600.00)

During the initial design phases of the Commission's SCADA Replacement Project, Staff determined due to the magnitude of the proposed Building Automation System (BAS) upgrades that the BAS project would best be removed from the SCADA project scope and pursued independently.

The reasoning for the BAS upgrades is due to control components of the BAS, which provides the logic of the DPPS campus HVAC system initially installed in 1999, have become outdated, discontinued, or no longer supported. Additionally, the front-end computer equipment and operating software has exceeded their useful life. Finally, the lighting control system installed in 2010 for the Generator Facility has also exceeded its design life and is no longer supported.

Staff was able to locate a Cooperative Purchasing arrangement for Schneider Electric design-build services. Schneider Electric, and their predecessor companies, installed, modified, and maintained the existing BAS system since its inception and has gained institutional knowledge of our HVAC system. Staff believes that the design-build system offered by Schneider/Omia Partners would be most beneficial for continued operation and maintaining of the Commission's BAS System inclusive of Generator Building Lighting Controls. Also, having local Schneider representation in Oak Brook, allows for rapid service of the BAS control system. Schneider Electric will also be collaborating with the contractor for the Emergency Generation System Modifications project to ensure seamless coordination between the various HVAC portions of that project.

The proposed improvements include new device controllers with updated communication protocols, redundant computer servers, updated Operator Interface Terminals and graphics, upgraded control software, and remote notification and access capability for DWC Supervisory

Staff to monitor and respond as needed.

Commission Legal Counsel has previously vetted the Omnia Partners Public Sector Purchasing Agreement and has found the terms and conditions are acceptable, and the Commission may legally participate in the program.

DWC Construction and Operations Staff will be reviewing the work on the Commission's behalf to assure seamless coordination between the BAS and related generation modification projects.

The Schneider cost proposal dated April 15, 2022, for the work is \$473,565.00, however Staff is requesting approval to allocate an additional 15% for contingencies related to potential supply chain issues and unforeseen circumstance.

Building Automation System Improvements are included in the FY-22/23 Management Budget as well as the 5-Year Capital Improvement Plan.

MOTION: To adopt Resolution No. R-31-22.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-22

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH SCHNEIDER ELECTRIC THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT #R170602 AT THE MAY 19, 2022, DUPAGE WATER COMMISSION MEETING

WHEREAS, The DuPage Water Commission's existing Building Automation System has been in operation in various forms since 1999; and

WHEREAS, The DuPage Water Commission Staff has investigated and assessed various means to upgrade the Building Automation System to current standards; and

WHEREAS, The DuPage Water Commission Staff is recommending the purchase and installation of the Schneider Electric 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 Schneider Electric proposed solution for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R 170602 with Schneider Electric, for a cost Not-To-Exceed of \$544,600.00;

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 Schneider Electric solution as proposed on April 15, 2022, for the DuPage Water Commission via

the Omnia Partners Public Sector Purchasing Cooperative Contract #R 170602 with Schneider Electric, for a cost Not-To-Exceed of \$544,600.00, without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2022.

Chairman

ATTEST:

Clerk

BUILDING AUTOMATION SYSTEM (BAS) PROPOSAL

Prepared for:	Chris Bostick Facilities Construction Supervisor	Date:	4/15/2022
Project Info:	BAS Upgrade DuPage Water Commission 600 Butterfield Rd Elmhurst, IL 60126	Prepared by:	Stephen Durante Account Manager C: 708-265-4706 Stephen.durante@se.com
Terms:	This proposal is subject to the attached TERMS AND CONDITIONS OF SALE Schneider Electric Buildings Americas Inc. dated (R5/26/20) with subsequent confirmations and the Omnia Partners Public Sector Contract #R170602 Terms and Conditions		

Project Description:

Schneider Electric is pleased to provide proposal to install Schneider Electric controls for DuPage Water Commission. Schneider Electric necessary control devices, system engineering, installation, programming, graphical interfaces, project management and warranty to complete the below project scope of work.

Proposed Price:

Scope of Work HVAC..... **\$340,950.00**
 Scope of Work Lighting..... **\$132,615.00**

Scope of Work HVAC–

Operator Workstation & EcoStruxure Software

- Provide and install a new desktop operator workstation
- Provide and install EcoStruxure Enterprise Server and Workstation for user interface and connection to the new SmartX controller lineup
- Program new graphical user interface with floor plan
- Provide training for up to 8 hours on new system

Overall Network Layout & Miscellaneous

- BAS network to reside on owner’s Local Area Network (LAN)
- Install CAT6 connection to supervisory DDC panels
- Install secondary BACnetIP communication bus via CAT6 to field panels – extend communication bus to each controller listed below
- All controllers are to be mounted inside existing cabinets and reuse existing power supply unless otherwise noted below
- All existing peripheral devices and sensors are assumed to be in good working order and will be reused unless otherwise noted below
- All existing controllers will be removed from the current enclosures. Disposal will be under the direction of DuPage Water Commission
- Program the controller to match existing sequence, update the graphical user interface, and map out IO points. All programming will be completed by remote access connection

Controller Replacement for Pump Station Will Include the Following:

- **Four (4) AHU Control Panels (AHU-1-3, & 5)**
 - AHU-4 will be integrated through BACnet MS/TP

- Each air handler will have an new CO/NO2 sensor installed in the ductwork with analog signals running back to the main AHU controllers.
- **Seventeen (17) VAV-1-17 Controllers**
 - Install new space temperature sensor with LCD Touchscreen displays. New sensors utilize CAT6, new wire will be pulled to tie sensor back to VAV controller
- **One (1) Fire Panel**
 - Provide a new AS-P controller with terminal mounting and power supply. In addition, provide five (5) expansion modules to be tied back to main controller
- **One (1) Boiler Control Panel**
- **One (1) Chiller Control Panel**
- **One (1) Garage Control Panel**
- **One (1) Perimeter Valve Control Panel**
- **One (1) Humidifier Control Panel**
- **One (1) EV AC Control Panel**

Controller Replacement for Generator Facility Will Include the Following:

- **Two (2) AHU-1-2 Control Panels**
- **Eighteen (18) VAV-1-18 Controls**
- **One (1) Boiler & Chiller Panel**
 - Two (2) new controllers, one for chiller control and one for the boiler, will be provided and installed in the same panel enclosure
- **Garage Control Panel**
- **Generator Control Panel**
 - (2) new controllers will be provided and installed in the same panel enclosure

Scope of Work Lighting -

Lighting Control Panel and Integration

- Replace (2) existing lighting controllers and panel enclosures with new nLight Lighting System
- Remove and replace wiring to ancillary devices and replace with new devices
- New ancillary devices will all require CAT6 ethernet. Schneider will repull sensors wires to each devices and back to the new control panel. New conduit is required in some parts and included in quotation
- Provide and install a BACnet IP connection to the new AS-P server located next to the panel enclosures
- Integrate the lighting system into new EcoStruxure Building Operation system. BAS upgrade and new software install is required before integration and is not included in this quotation
- Onsite start up and training by lighting manufacturer representative is included
- Verify the sequence of operation, point mapping, and system graphics with the new controllers

Scope Exclusions & Clarifications:

- This proposal is based on labor during normal business hours. There will be times during turnover when system will not be operable and is to be coordinated between SE and DWC

- SE takes full exception to taxes provided DuPage Water Commission promptly provides the tax exemption certificate
- SE takes exception to control any equipment not listed above
- SE will not be providing any dampers or ventilation equipment
- Lead time is 6-8 weeks after engineering is complete.
- Taking exception to any additional training, any additional on site or factory training will be an additional cost
- Provide all necessary low voltage control wiring per local installation code with Union Electricians.
- All labor and material provided by Schneider Electric in this proposal is covered by a (1) year warranty
- We have included tax and 1-year of full warranty for parts and labor.
- Cutting, patching, or painting.
- Fiscal responsibility for liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Pricing is valid for a period of ninety (90) days after its date.
- Based on agreed upon attached terms and conditions.

Thank you for your consideration of Schneider Electric for this project. Please feel free to contact me anytime for clarifications or scope modifications.

Stephen Durante

Stephen Durante
Service Account Manager



M: 708-265-4706
stephen.durante@se.com

**PROCEED AS INDICATED:
SCHNEIDER ELECTRIC**

CUSTOMER:

Name

Customer Name

Signature

Date

Signature

Date

Title

Title

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 supersedes 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
 - (e) 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 (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.

- 18.2. 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, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 18.3. 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.

DATE: May 12th, 2022

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Capital Improvement Program
ITEM	A Resolution Directing Advertisement for Bids on a Contract for Materials Testing Services (Contract MT-12/22) Resolution No. R-32-22	[REDACTED]	
Account Number: 01-60-722300 and 01-60-663100 (No Cost This Action)			
<p>The Commission requires technical on and off-site soils and materials testing and inspectional services for various projects including: building substructures, pipeline repairs and improvements, and other site improvements. Staff wishes to solicit bids and award a new Soils and Materials Testing Services Contract to assist with upcoming projects, including, PSD-10/22 Emergency System Generation Modifications. The Contract for Soils and Materials Testing Services (Contract MT-12/22) would be a two-year contract with the option to extend the term for up to two separate one-year periods.</p> <p>Resolution No. R-32-22 would authorize advertisement for bids on a Contract for Soils and Materials Testing Services (Contract MT-12/22) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p>			
MOTION: To approve Resolution No. R-32-22.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-32-22

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A
CONTRACT FOR MATERIALS TESTING SERVICES
(CONTRACT MT-12-22)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for Soils and Materials Testing Services (Contract MT-12-22)" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Request for Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the Instructions to Bidders substantially in the form attached hereto as Exhibit A.

Resolution No. R-32-22

SECTION FIVE: Effective Date. This resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2022.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-32-22.doc

EXHIBIT A



DuPage Water Commission

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

REQUEST FOR PROPOSALS

SOILS AND MATERIALS TESTING SERVICES (Contract MT-12/22)

OWNER: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

Technical on and off-site soils and materials testing and inspectional services during various projects including: building substructures, pipeline repairs and improvements, and other site improvements that the Owner may require, at the DuPage Pumping Station and various areas along the distribution main, in DuPage, Cook, Kane, Kendall and Will Counties, Illinois.

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, attention Paul D. May, General Manager, BEFORE 1:00 P.M., June 29, 2022.

A hard copy of the Bidding and Contract Documents may be procured by a prospective Bidder at the office of Owner. Persons requesting documents to be sent by mail shall include an additional \$25.00 per set to cover postage and handling. An electronic copy of the Bidding and Contract Documents may be procured by a prospective Bidder via email. Contact Jessica Haney at (630) 834-0100 to obtain a copy of the hard or electronic documents. The Contract Documents may also be examined at the office of the Commission. Questions may be directed to Jessica Haney at (630) 834-0100 weekdays between 7:00am and 3:00pm.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 25th day of May, 2022.

DUPAGE WATER COMMISSION

By: /s/ Paul D. May
General Manager

DATE: May 12th, 2022

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Capital Improvement Program
ITEM	A Resolution Approving a Second Amendment to Task Order No. 2 under a Master Contract with DeLasCasas CP, LLC at the May 19, 2022, DuPage Water Commission Meeting Resolution No. R-33-22	APPROVAL 	
Account No.: 01-60-751200 - \$47,600.00			
<p>On November 18, 2021, the Commission approved R-61-21, Task Order No. 2 with DeLasCasas CP, LLC, for Corrosion Mitigation on TE-3/94. On February 17, 2022 the Commission approved, R-13-22, First Amendment to Task Order No. 2 with DeLasCasas CP, LLC, to add to the scope of work for Feasibility Testing, Design, and Resident Engineering Services for galvanic anode and coupon test station installation.</p> <p>Resolution No. R-33-22 would approve the Second Amendment to Task Order No. 2 to include installing galvanic anodes and coupon test stations on an additional 8,514 feet of pipeline, which includes adding to the scope of work for Design, Resident Engineering, and Commissioning Services of the Task Order:</p> <p>The TE-3/94 CIS survey completed in 2021 and indicated that Station 0+00 to Station 85+14 of the TE-3/94 pipeline was cathodically protected. After further testing, Staff found that an isolation flange that was supposed to be bonded near station 85+14 was improperly installed and was not bonded. Upon bonding across the flange, Staff saw stations 0+00 to 85+14 were also experiencing stray current and required corrosion mitigation as a part of this project. Staff would like to increase the scope of services for Design, Resident Engineering, and Commissioning to add coupon test stations and galvanic anodes from stations 0+00 to 85+14 on the TE-3/94 pipeline.</p> <p>This Task Order Amendment will provide additional Design, Resident Engineering, and Commissioning Services by DeLasCasas CP, LLC at the negotiated cost of \$47,600.00, for a revised cost not-to-exceed \$119,100.00. The DeLasCasas work schedule would have a six-month extension for this added scope of work.</p>			
MOTION: To adopt Resolution No. R-33-22.			

DUPAGE WATER COMMISSION
RESOLUTION NO. R-33-22

A RESOLUTION APPROVING A SECOND AMENDMENT TO
TASK ORDER NO. 2 UNDER A MASTER CONTRACT WITH
DELASCASAS CP, LLC AT THE MAY 19, 2022
DUPAGE WATER COMMISSION MEETING

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

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

WHEREAS, pursuant to Resolution No. R-61-21, the Commission approved Task Order No. 2 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, The Commission and Consultant entered into a First Amendment to Task Order No. 2, approved pursuant to Resolution No. R-13-22, adopted on February 17, 2022 to add to the scope of work for Feasibility Testing, Design, and Resident Engineering Services, and increase the not-to-exceed cost of the services;

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 2 to the Master Contract to add to the scope of work for Design, Resident Engineering, and Commissioning Services and to increase the not-to-exceed 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. 2 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 Second Amendment to Task Order No. 2 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 2 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2022.

Chairman

ATTEST:

Clerk

EXHIBIT 1

SECOND AMENDMENT TO TASK ORDER NO. 2

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 May 19, 2022, Task Order No. 2 for Corrosion Mitigation on TE-3/94, as previously amended by a First Amendment dated as of February 17, 2022, as follows:

1. **Project:**

Field testing and design of DC interference mitigation system including implementation of permanent coupon assemblies and galvanic anodes on TE-3/94, as according to the proposal from DeLasCasas CP, LLC dated November 8th, 2021, as modified by DeLasCasas's proposal dated February 7, 2022, and as modified by DeLasCasas's proposal dated May 1, 2022.

2. **Services of Consultant:**

Section 2.A, entitled "Basic Services" of Task Order No. 2 shall be amended for revision of Design and Resident Engineering as follows:

"A. Basic Services

1. **Simulation, Design, BOM**

- a. Provide installation drawings and material specifications for new diode assembly at the reverse current switch if required.
- b. Prepare preliminary design documents consisting of drawings, specifications, and bill of materials for coupon test stations and galvanic anodes installations from station 0+00 to 492+75.
 - i. Design coupon test stations to be added at each test station from Sta 00+00 to Sta 492+75 (Lexington Station) as needed.
 - ii. Ensure the coupons will allow cathodic protection levels to be measured with two methods:
 1. The -850 mV of cathodic polarization potential.
 2. The 100 mV of cathodic polarization.
 - iii. Design galvanic anodes for each test station from Sta 00+00 to Sta 492+75 (Lexington Station) as needed to eliminate corrosion from stray DC current.
 - iv. Provide installation drawings and bill of materials for coupon test stations and galvanic anodes.

- v. Determine test station installation locations with priority levels, to allow for DWC budgetary planning.
- c. Hold a meeting to review the preliminary draft drawings, specifications, and bill of materials with DuPage Water Commission Staff. Revise the drawings, specifications, and bill of materials as requested by the Owner.
- d. Prepare, final drawings, and specifications for incorporation in the construction contract documents. Acquire Owner approval of such drawings. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the construction contractor. Assist Owner by providing all required criteria, descriptions, and design data.

2. Resident Engineering, Commissioning, and As-Builts

- a. Perform resident engineering for the installation of coupon test stations and galvanic anodes.
- b. Furnish advice and consulting services during the construction period.
- c. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work.
- d. Consult and advise on the interpretation of the construction contracts.
- e. Attend preconstruction conference to review the project with contractor.
- f. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions, and other project-related documents.
- g. Complete inspection and commissioning the new CP systems on TE-3/94.
- h. Prepare preliminary drawings of record and submit in Portable Document File (PDF) format to Owner within 90 days from the completion of the construction contract.

3. **Completion Date:**

Section 5, entitled "Completion Date" of Task Order No. 2 shall be amended in its entirety so that said Section 5 shall hereafter be and read as follows:

"5. Completion Date:

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

4. **Contract Price:**

Section 8, entitled "Contract Price" of Task Order No. 2 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. Contract Price:

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

<u>Phase</u>	<u>Labor Cost Factor</u>	<u>Not to Exceed</u>
Reverse Current Switch		
Field Visits and Testing	2.3	\$37,500
Simulation, Design, BOM	2.3	\$20,000
Commissioning & As-Built Drawings	2.3	\$61,600
Total:	2.3	\$119,100

Notwithstanding the foregoing, the total Contract Price shall be increased by \$47,600.00, for a total not-to-exceed sum of \$119,100. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

In all other respects, Task Order No. 2 to the Contract shall remain in full force and effect, and Task Order No. 2 to the Contract shall be binding on both parties as hereinabove amended.

The Effective Date of this Task Order is May 23, 2022.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney

Title: Coordinating Engineer

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

E-mail Address: haney@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Jennifer De Las Casas
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272

DATE: May 19, 2022

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying A First Amendment to Work Authorization Order No. 006 Under Quick Response Contract QR-12/21 at the May 19, 2022 DuPage Water Commission Meeting Resolution No. R-35-22	APPROVAL	
Account Number: 01-60-663100 (\$90,000.00)			
<p>On October 21, 2021, the Commission approved R-50-21, Work Authorization Order No. 006 to John Neri Construction Co., Inc. under the Quick Response Contracts to perform frame and lid repairs at various locations.</p> <p>The Pipeline Staff had identified 12 manhole lids and cathodic protection handhole structures that required repairs. These repairs included breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing or installing new adjustment rings, frames, or lids. Staff also asked the QR contractor to provide an estimate for 8 future manhole repairs that may come up as an additional line item. John Neri Construction Co., Inc provided an estimated cost of \$97,400.00.</p> <p>To date, John Neri Co. has completed 9 out of 19 structure repairs. The actual cost of those repairs is close to the total estimated cost for all repairs included in Work Authorization Order No. 006. Many of those locations required additional contractor's work that could not have been reasonably foreseen until the work started. John Neri has estimated the completion of remaining repairs under WAO No. 006 will be an additional \$90,000.</p> <p>Resolution R-35-22 would approve the First Amendment to Work Authorization Order Number 006 to John Neri Construction Co., Inc for an additional \$90,000.</p>			
MOTION: To adopt Resolution No. R-35-22			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-35-22

A RESOLUTION APPROVING AND RATIFYING
A FIRST AMENDMENT TO WORK AUTHORIZATION ORDER NO. 006
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE
MAY 19, 2022, DuPAGE WATER COMMISSION MEETING

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

WHEREAS, On October 21, 2021, the DuPage Water Commission (the "Commission") approved R-50-21, Work Authorization Order No. 006 to John Neri Construction Co., Inc. (the "Contractor") under the Quick Response Contracts QR-12/21 to perform frame and lid repairs at the various locations; and

WHEREAS, the Commission and Contractor desire to amend Work Authorization Order No. 006 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 Contractor that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Work Authorization Order No. 006 was signed, the changes are germane to the Work Authorization Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Contractor has approved the First Amendment to Work Authorization Order No. 006 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2022.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-35-22.docx

Exhibit 1

FIRST AMENDMENT TO

WORK AUTHORIZATION ORDER NO. QR-12.006

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.006

LOCATION:

Various locations throughout system, see attached mapbook.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Perform the following frame and lid repairs as listed at the various locations in the table below:

	Asset	Pipeline	Station	Location	Village	In Road	Type	Comments on Repairs needed	Completed
1	10811	FOB-2/89, MS-21B	36+85	NE corner of the intersection of Naperville Rd and Willow	Wheaton	Y	Blow-off valve	Lid is cracked (Needs replacement) Patch and adjustment rings are deteriorated	YES
2	11054	TS-3/88	526+70	Plainfield Rd 450' West of Rte. 83	Darien	Y	Blow-off valve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)	
3	11053	TS-3/88	502+65	At the NE corner of Clarendon hills rd. and Plainfield rd., in parkway	Darien	N	Blow-off valve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)	
4	11071	TS-3/88	850+29	SW corner of Rte. 83 and 22nd street. About 100-150ft north of triview test station.	Oak Brook	N	Blow-off valve	12" Blow-off riser stack reduces to 8" PVC. Dig down approximately 4' to attach a solid sleeve with mega-lugs to maintain the 12" riser to the surface with a 12" bling flange.	YES
5	11063	TS-3/88	691+85	NW corner of the intersection of Jackson and Maple St(s)	Clarendon Hills	Y	Blow-off valve	Replace cracked frame and lid with new (Supplied)	
6	11023	TOB E-87 NORTH	727+81	Bloomingle SE corner of Army TR	Glendale Heights	Y	Blow-off valve	Valve Box needs excavation and realignment for stem connection	
7	13108	FSW-1/89, MS-14A	17+27	Southbound Highland 300' S/of Majestic Dr.	Lombard	Y	Blow-off valve	Wrong frame/lid needs to be incorporated into curb line.	YES
8	11061	TS-3/88	669+00	Jackson St and Hinsdale Ave. 20ft west of bridge in curb line of pool parking lot	Clarendon Hills	Y	Blow-off valve	Ring under frame is in bad shape, low spot in parking lot and frame/lid off center.	YES
9	11007	TOB E-87 NORTH	416+25	President and Dawes	Wheaton	Y	Blow-off valve	Wrong lid in street. Replace with DWC lid (Supplied)	
10	11002	TOB E-87 NORTH	342+73	Naperville Rd 250' S/of Blanchard Cr	Wheaton	N	Blow-off valve	Sidewalk cracked around valve box. Replace sidewalk square around BOV.	
11	12170	TOB 2/89	81+23	Warrenville Rd 1100' east of Herrick	Warrenville	Y	AR	Replacement location for eliminated site	YES
12	11052	TS-3/88	468+30	Westbound Plainfield Rd east of Seminole rd.	Darien	Y	Blow-off valve	Stack is directly centered around rings and frame, cannot access bolt holes to install, not enough room.	
13	11011	TOB E-87 NORTH	522+08	S/of 1709 President	Wheaton	Y	BOV	Needs new 25" frame and lid	YES
14	13498	FNW 2/89	86+25	Addison Rd and Wrightwood Ave	Addison	Y	Air Release	Wrong lid. Change out to 29" lid	YES
15	13105	FSW-1/89	32+53	SW Corner of Roosevelt and Summit	Oak Brook Terrace	Y	BOV	Needs new frame and lid	
16	10883	FSW 4/89	17+90	At the Intersection of Finley Rd and Lacey Rd	Downers Grove	Y	BOV	Needs new frame and lid 29"	
17	12167	TS-5/97	0+53	NE Corner of 75th and Fairview	Darien	N	Vent	Lid sits high, replace frame and lid in sidewalk with new	
18	10788	NW-1	117+25	In curb at 524 S Ardmore.	Villa Park	Y	BOV	Low spot on curb, could be leveled, rings are deteriorated. (Contractor)	YES
19	10787	NW-1	102+02	In curb at 740 S Ardmore.	Villa Park	Y	BOV	Low spot on curb, could be leveled, rings are deteriorated. (Contractor)	YES

REASON FOR WORK:

Manhole lid and repairs are needed to maintain safe access to our pipeline.

MINIMUM RESPONSE TIME:

N/A

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

DWC will supply all frames and lids needed for the repairs, the contractor is to provide everything else.

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: _____

5-4-22

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:  _____
Signature of Authorized Representative

Safety Rep  _____
Name and 24-Hr Phone No.

DATE: 05/04/2022

DATE: May 12th, 2022

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Capital Improvement Program
ITEM	A Resolution Directing Advertisement for Bids on a Task Order Contract for Coatings Rehabilitation (Contract CR-1/22) Resolution No. R-36-22	APPROVAL	
Account Number: 01-60-771200 (No Cost associated with this Action)			
<p>A Coatings Rehabilitation project is being suggested by Staff as a direct Engineer's recommendation in the 2014/2015 Condition Assessment and as thus has been included in the FY-22/23 Management Budget as a Capital Improvement Project.</p> <p>The various coatings rehabilitation work includes the removal of the remnants of coatings which are beginning to fail after having been in place for over thirty (30) years of service, followed by the application of fresh coatings to increase the lifespan of the various surfaces. Staff wishes to solicit bids and award master contracts to several qualified coatings contractors and then for each discreet project, solicit individual quotations in a similar fashion as the Quick Response contracts currently being utilized by the Commission. Each discreet project would be brought forth to the Commission for consideration and authorization.</p> <p>Resolution No. R-36-22 would authorize advertisement for bids on a Coatings Rehabilitation Contract (Contract CR-1/22) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p>			
MOTION: To approve Resolution No. R-36-22.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-36-22

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A
TASK ORDER CONTRACT FOR COATINGS REHABILITATION
(CONTRACT CR-1/22)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Task Order Contract for Coatings Rehabilitation (Contract CR-1/22)" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Invitation for Bidder's Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "General Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

Resolution No. R-36-22

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals attached hereto as Exhibit A.

SECTION SIX: Effective Date. This resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2022.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-36-22.doc

EXHIBIT A

**DuPAGE WATER COMMISSION
CONTRACT CR-1/22
TASK ORDER CONTRACT FOR COATINGS REHABILITATION**

1. **Invitation to Bid**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, July 7th, 2022, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for Coating Rehabilitation work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein: the Invitation for Bids; the General Instructions to Bidders; the Work Authorization Order(s), if any; the General Conditions of Contract; the Specifications, and the Contract Drawings, if any; the Bidder's Proposal, including the Work History Statement; and the Contract Agreement.

3. **Inspection and Examination**

A copy of the Bidding Documents and Contract may be examined or procured by a prospective Bidder at the office of the Owner. Persons requesting documents to be sent by mail shall include an additional \$25.00 per set to cover postage and handling. Contact Jessica Haney at (630) 834-0100 to obtain a copy of the Bidding and Contract Documents. Questions may be directed to Jessica Haney at (630) 834-0100 weekdays between 7:00am and 3:00pm.

4. **Bid Security, Bonds and Insurance**

Each Bidder's Proposal shall be accompanied by a bid security deposit of at least \$25,000 as specified in the Contract Documents. The successful bidder(s) will be required to furnish Bonds and Certificates and Policies of Insurance in accordance with the Contract Documents at the Closing.

5. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidders and/or their representatives shall be held at Owner's office listed above on June 15, 2022, at 10:00 a.m. All prospective Bidders and/or their representatives are strongly encouraged to attend the pre-bid conference.

INVITATION

6. **Prevailing Wage**

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

DATED this 23rd day of May, 2022.

DuPAGE WATER COMMISSION

By: /s/ Paul D. May, P.E.
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

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1. Introductory Information; Examination of Contract Documents

(a) The Commission. The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, which delivers the water to the Commission in the City of Chicago, and the water is then transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's facilities is included as an Appendix to the Contract Documents.

(b) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Work Authorization Order(s), if any, the General Conditions of Contract, Specifications and the Contract Drawings, if any, the Bidder's Proposal, including the Work History Statement, and the Contract Agreement, all as may be modified by Addenda, and all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

GENERAL INSTRUCTIONS

(c) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(d) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(e) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall

GENERAL INSTRUCTIONS

be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, not less than the prevailing rate of wages as determined by the Illinois Department of Labor for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. These revisions may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. All certified payroll documents shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract.

4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

Any other applicable taxes, including without limitation employment taxes (F.I.C.A., Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.), shall be incidental to, and included within, the rates and fees stated in proposals.

5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for

GENERAL INSTRUCTIONS

each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) **Individuals.** Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) **Partnerships.** Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) **Corporations.** Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below

GENERAL INSTRUCTIONS

the corporate name following the word "By: _____." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.

- (d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

7. **Bid Security**

(a) Requirement; Deficiencies. A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Twenty-Five Thousand Dollars (\$25,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds. Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the preceding sentence, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) Return of Bid Securities. Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) Liquidated Damages. If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to

GENERAL INSTRUCTIONS

exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus or better and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute a Performance Bond and a Labor and Material Payment Bond, each in the penal sum of Two Hundred Thousand Dollars (\$200,000.00) in the form included with the Contract Documents upon award of the Contract to the bidder.
- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of sixty (60) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the sixty (60) calendar day period set forth above, provided that a request in writing, executed by the bidder in

GENERAL INSTRUCTIONS

the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the sixtieth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. **Qualification of Bidders**

(a) **Factors.** Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) **Most Favorable Bidders.** A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive

GENERAL INSTRUCTIONS

the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. Disqualification of Bidders

(a) More Than One Proposal. More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) Collusion. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.

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If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. **Award of Contract**

(a) **Reservation of Rights.** The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) **Offers.** All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) **Time of Award.** It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. **Effective Date of Award**

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

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17. **Penalty for Collusion**

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, collided with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

18. **Closing**

(a) **Closing Date.** The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within fourteen (14) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) **Conditions Precedent to Closing.** The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) **Closing.** At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

19. **Failure to Close**

(a) **Annulment of Award.** Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

GENERAL INSTRUCTIONS

(b) Subsequent Awards. Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

20. Time of Starting and Completion

(a) Commencement. Work shall generally be required to be commenced within a mutually agreeable time as defined in the Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) Completion. Work shall be diligently and continuously prosecuted to completion.

(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

21. Non-Discrimination

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.*, and the provisions of 775 ILCS 10/1 *et seq.* as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part hereof.

REQUEST FOR BOARD ACTION

AGENDA SECTION	ENGINEERING COMMITTEE	ORIGINATING DEPARTMENT	Instrumentation Remote Facilities
ITEM	<p>A Resolution Suspending Purchasing Procedures and Approving the purchase of Rectifier Controls Upgrade from Elecsys, a Lindsay Company.</p> <p>Resolution No. R-37-22</p>	APPROVAL 	PDM CAP
<p>Account Number: 01-60-663300 Not to exceed \$39,224.50</p> <p>Resolution No. R-37-22 would suspend purchasing procedures and approve a purchase in the amount not to exceed \$39,224.50 thereby authorizing staff to purchase new Elecsys Watchdog Scout system to upgrade the existing rectifier controls that have exceeded their expected life from Elecsys, a Lindsay Company as listed.</p> <p>Commission staff has decided to maintain the current Elecsys Cathodic Protection system. Having access to the operating system data online through the Elecsys Watchdog website has worked over the years. Our current system has 18 monitoring control units scattered throughout the distribution system that provides remote monitoring and control of rectifiers and test points along the pipeline system, including monitoring for stray electrical current that contributes to corrosion of the pipeline.</p> <p>However, with the sunseting of the 3G Verizon network at the end of 2022, our current Watchdog systems will need to be upgraded to the new Watchdog Scout system under the Verizon network. Maintaining the current manufacturer keeps the operational continuity and parameters requiring minimal changes as well as, unintentional consequences by mixing system manufacturers. IRF Staff budgeted funds for FY2023 to upgrade.</p> <p>Therefore, the IRF staff is respectfully requesting authorization to purchase 18 Watchdog Scout systems in the amount of \$39,244.50. Currently there is a 6-to-8-week lead time.</p> <p>The installation will be provided by one of the three Quick Response Electrical Contractors, based on qualification and cost, which will be presented as a work order at a future board meeting.</p>			
<p>MOTION: To approve Resolution No. R-37-22.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-22

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING REQUISITION 74073 FOR THE PURCHASE OF RECTIFIER CONTROLS UPGRADE FROM ELECSYS, A LINDSAY COMPANY A THE MAY 19, 2022, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from Elecsys, a Lindsay Company, dated as of May 2, 2022, in the amount not to exceed \$39,244.50 for a Rectifier Controls Upgrade as 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 suspend purchasing procedures and accept the price quotation offered by Elecsys, a Lindsay Company to supply Watchdog Scout Rectifier Controls 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 Elecsys, a Lindsay Company dated as of May 2, 2022, for a Rectifier Controls Upgrade as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water

Resolution No. R-37-22

Commission and the requisition 74073 in the amount not to exceed \$39,224.50 necessary to effect 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.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2022.

Chairman

ATTEST:

Clerk

Board/Resolutions/2022/R-37-22.doc

Exhibit

Date: 5/2/2022

Customer: DuPage Water

Quote #: _____

End User: Alan Stark

Bill To:

--

Ship To:

--

SALESPERSON	P.O. NUMBER	SHIP VIA	F.O.B. POINT	TERMS
Wes Summers		UPS Ground	Olathe, KS	Net 30

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
18	SCT-14-N7-20	Watchdog Scout w/ Interruption - Verizon	\$2,180.25	\$ 39,244.50
				\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL \$ 39,244.50

SHIPPING & HANDLING ESTIMATE*

TAX**

TOTAL \$ 39,244.50

To confirm your order (if Purchase Order is unavailable), please sign below:

Customer Authorized Signature	Date	Elecsys Authorized Signature	Date
Name (please print)		Name (please print)	
Title		Title	

NOTES:

*Customer is responsible for all shipping costs and duties. Freight charged at time of delivery.

**Sales tax, if applicable, will be applied.

This order is confidential and prepared exclusively for the customer indicated above.

Prices quoted in U.S. dollars and are valid for 30 days from issuance.

Elecsys Standard Terms and Conditions apply. Available upon request or on our website: scan or click to visit-->





Purchase Requisition

Purchase Requisition 74073 [Elecsys Watchdog Scout Rectifier Control Systems] **Requisition Date** 05/04/2022
Status U [Unfinished]
For Store DPS [DuPage Pumping Station]
Originator 101-0070 [ALAN STARK]
Date Approved

Parts

Line	Part	Due date	Quantity Assigned Qty	UOM	Condition	Unit Price	Total
1	ELECSYS Elecsys Watchdog Scout with Interruptors	05/04/2022	18 0	EA		2,180.25	39,244.50 USD

From Supplier ELECSYS [Elecsys International Corp. (NTG)]
Work Order - Activity
RFQ
Quotation
Quotation Line
Manufacturer
Manufacturer Part No.

Comments

Total 39,244.50 USD

Approver	
-----------------	--

Comments

Date

Requisition Comments

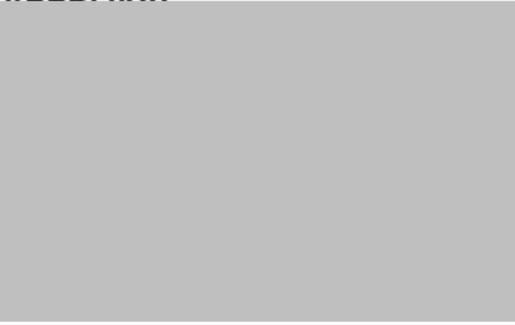
STARK [05/04/2022 12:37]:

Elecsys Cathodic Protection system. Having access to the operational system data online through Elecsys Watchdog website has worked over the years. Our current system has 18 monitoring control units scattered throughout the distribution system that provides remote monitoring and control of rectifiers and test points along the pipeline system, including monitoring for stray electrical current that promotes corrosion of the pipeline.

However, with the sunseting of the 3G Verizon network at the end of 2022, our current Watchdog systems will need to be upgraded to the new Watchdog Scout system under the Verizon network. Maintaining the current manufacturer keeps the operational continuity and parameters requiring minimal changes as well as, unintentional consequences by mixing system manufacturers. IRF Staff budgeted funds for FY2023 to upgrade.

Therefore, the IRF staff is respectfully requesting authorization to purchase 18 Watchdog Scout systems in the amount of \$39,244.50.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation and Remote Facilities		
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 Work Authorization Order No. 010 at the May 19, 2022, DuPage Water Commission Meeting</p> <p>Resolution No. R-38-22</p>	<p>APPROVAL</p> 			
<p>Account Number: 01-60-663300 (estimated cost of \$1,168.05)</p> <p>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. Resolution No. R-38-22 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 010 to Rossi Contractors, Inc.</p> <p>The four-inch down spout drainpipe that drains the roof of the standpipe at Tank Site 2 broke at the welded seam. Immediate repair is necessary to prevent further deterioration of drain and surrounding environment.</p> <table border="1" data-bbox="483 1226 1187 1283"> <tr> <td>Rossi Contractors, Inc.</td> <td>\$1,168.05</td> </tr> </table> <p>Approval of Resolution R-38-22 would ratify Work Authorization Order Number 010 to Rossi Contractors, Inc. for the work performed necessary to repair the roof down spout drainpipe. The cost of this work was \$1,168.05.</p> <p>MOTION: To adopt Resolution No. R-38-22.</p>				Rossi Contractors, Inc.	\$1,168.05
Rossi Contractors, Inc.	\$1,168.05				

DUPAGE WATER COMMISSION
RESOLUTION NO. R-38-22

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21, WORK AUTHORIZATION ORDER
No. 010 AT THE
May 19, 2022, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Benchmark Construction Co., Inc., and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2022.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-38-22.docx

EXHIBIT 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.010

LOCATION: Tank Site 2, 1900 Bloomingdale Rd., Glendale Heights

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

1. Cut existing support bracket for pipe removal.
2. Grind existing vertical pipe
3. Miter cut of pipe to fit and weld back in place
4. Weld support brackets back in place
5. Prime and paint all elements involved.

REASON FOR WORK:

To repair four-inch roof drain down spout of Tank Site 2 standpipe.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

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

DATE: _____