



AGENDA – Engineering and Construction Committee

Thursday, January 19, 2023 6:00 PM

Committee Members

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

- I. Roll Call
- II. Approval of the November 17, 2022 Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the November 17, 2022, Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution No. R-1-23:** A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with TK Elevator through Omnia Partners Public Sector Purchasing Cooperative Contract #R200502 **(TK Elevator – Not-To-Exceed \$145,000.00)**
- V. **Resolution No. R-2-23:** A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) **(Baxter & Woodman/Boller Construction, LLC – Reduction in Contract Price by \$368,710.08)**
- VI. **Resolution No. R-4-23:** A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Johnson Controls through Omnia Partners Public Sector Purchasing Cooperative Contract #R200402, for the purchase and replacement of Chillers **(Johnson Controls – Not-To-Exceed \$250,000.00)**
- VII. **Resolution No. R-5-23:** A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Residual Chlorine Analyzers from a Sole Source Manufacturer **(Hach Chemical Co. – Not-to-Exceed \$100,000.00)**

RECOMMENDED MOTION: To recommend approval of Items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda.

- VIII. Other
- IX. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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

November 17, 2022

Chairman Fennell called the meeting to order at 6:03 P.M.

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

Committee members absent: D. Bouckaert and D. Novotny

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

Chairman Zay moved to approve the Minutes of the October 20, 2022, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

Manager of Water Operations Bostick provided a synopsis of the ongoing activities as listed in the Report of Status of Construction/Operations as well as the status of Capital Improvement projects.

In regard to R-69-22 Manager of Water Operations Bostick advised the Committee that this item appears on the agenda seeking Suspension of Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment through Altorfer Power, the sole authorized representative for Caterpillar equipment at a not-to-exceed cost of \$300,000.00.

Regarding R-73-22 Manager of Water Operations Bostick advised the Committee that this item appears on the agenda seeking approval of Work Authorization Order No. 013 to McWilliams Electric Co. Inc. to replace corroded electrical conduits located in the DuPage Pump Stations Electrical Utility Service Yard and to seal an electrical conduit, taking in groundwater, located in a 5KV breaker cube inside the Pump Station Switchgear at an estimated cost of \$31,000.00.

Manager of Water Operations Bostick advised the Committee that consultant activities related to the Cost-of-Service Studies in advance of contract negotiations with the City of Chicago as well as investigation of various potential alternate sources of Lake Water are ongoing with reports expected in the first quarter of 2023.

Regarding R-70-22 Manager of Water Operations Bostick advised the Committee this item appears on the agenda requesting approval of Work Authorization Order No. 016 under the Quick Response Contract QR-12/21, to Benchmark Construction Co., Inc. Manager of Water Operations Bostick explained the work was identified in the 2015 Condition Assessment and scheduled in the Five-Year Capital Improvement Program for remediation of groundwater penetrating the West Discharge Tunnel and entering the Pump Station at an estimated cost of \$456,085.14.

Regarding R-71-22 Manager of Water Operations Bostick advised the Committee that this item appears on the agenda seeking ratification of QR-12/21 Work Authorization Order No. 017 which was issued to Benchmark Construction Co., Inc. and the work begun, prior to board approval and was necessary to repair a leak in a 30" diameter water main located in the City of Wheaton and while the Request for Board Action indicates an estimated cost of \$85,372.10, the actual cost came in at \$57,481.74. Manager of Water Operations Bostick reported the pipe conditions found during excavation indicate advanced corrosion and Staff is investigating potential remedial actions including slip-lining of the pipe interior.

Regarding R-71-22 Manager of Water Operations Bostick advised the Committee that this item appears on the agenda seeking approval of Work Authorization Order 01 under Valve Assessment Program Contract VAP-2/22 (VAP-2.001) to Pure Technologies US, Inc. and approval would authorize Pure Technologies US, Inc. to perform valve assessments on twenty-six (26) critical system valves at a cost estimated to be \$275,000.00. Manager of Water Operations Bostick also advised the Committee that the majority of these valves have been in service for over 30 years.

Manager of Water Operations Bostick provided an update to the Committee regarding the SCADA Replacement Project (Contract PSD-9/22). Manager of Water Operations Bostick reported the project is on schedule and a change order is anticipated to be brought forth for consideration at the next scheduled Commission meeting.

Regarding R-67-22 Manager of Water Operations Bostick advised the Committee that this item appears on the agenda seeking approval of Work Authorization Order No. 012 to McWilliams Electric Co. Inc. for electrical services to replace the Generator Facility's uninterruptible power supply (UPS) system which has reached the end of its useful life and add the improvement of a surge protection device at a cost of \$60,059.00.

Regarding R-76-22 Manager of Water Operations Bostick advised the Committee that this item appears on the agenda seeking to award the Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract (Contract PSD-11/22) to G.P. Maintenance Services, Inc. for the total Contract Price of \$440,000.00. Manager of Water Operations Bostick reported that the need for this work was an item listed in the 2015 Condition Assessment to remediate corrosion by performing abrasive blasting and apply coatings to the pipelines and structural steel within the buildings.

Manager of Water Operations Bostick advised the Committee that the DPPS Emergency Generation System Modifications (Contract PSD-10/22) project demolition is underway where residual diesel fuel was found under the concrete slabs, which stems from the diesel spill in 2018. Manager of Water Operations Bostick reported that remediation is being performed by SET Environmental as an extension of previous remediation efforts; Joseph J. Henderson and Sons, Inc., the Generator Modifications Contractor has ceased their demolition efforts to make way for the SET work, and Joseph J. Henderson will continue with other work as best possible during the down time.

In regard to other Capital Improvement projects, Manager of Water Operations Bostick reported Caterpillar/Altorfer Power Systems are reviewing Staff and the Engineers' comments on the submittal documents for the Generator Controls Update Project and Schneider Electric, the Building Automation System (BAS) upgrades contractor has come onsite to review the upcoming project work and is setting a work schedule.

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 8 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

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

Commissioner Saverino inquired as to the apparent increase work and associated costs proposed in comparison to recent history. General Manager May advised that the work being proposed now is work previously planned but deferred for various reasons.

With no other items coming before the Committee, Chairman Zay moved to adjourn the meeting at 6:13 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.



MEMORANDUM

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations **RCB**

Mike Weed – Operations Supervisor
Dariusz Panaszek – Pipeline Supervisor
Jessica Haney – Coordinating Engineer
Alan Stark – Instrumentation/Remote Facilities Supervisor
Denis Cuvalo – Coordinating Engineer

Date: 12/8/2022

Subject: Status of Operations and Construction

Operations Overview

The Commission's sales for the month of November were a total of 1.94 billion gallons. This represents an average daily demand of 64.7 million gallons per day (MGD), which is higher than the November 2021 average day demand of 63.8 MGD. The maximum day demand was 69.1 MGD recorded on November 21, 2022, which is higher than the November 2021 maximum day demand of 68.9 MGD. The minimum day flow was 60.1 MGD.

The Commission's recorded total precipitation for the month of November 2022 was .86 inches compared to .71 inches for November 2021. The level of Lake Michigan for November 2022 is 579.27 (Feet IGLD 1985) compared to 579.97 (Feet IGLD 1985) for November 2021.

Maintenance and Repair

The Pump Station's elevator system has been in use for over 30 years. While the elevator infrastructure remains in good shape, the electromechanical controls and communication systems have exceeded their lifecycle and require replacement and modernization to meet current Elevator, Life Safety, and Fire Codes. Staff will be seeking Commission authorization to perform improvements on the elevator system in the first quarter of 2023.

The DuPage Pump Station's High Lift Pump (HLP) and Motor rehabilitation program includes inspecting, cleaning, and repairing to one pump and motor assembly per year. The DuPage Pump System has a total of nine (9) High Lift Pumps and Motor assemblies. HLP #9 and Motor #9 were removed and sent to Midwest

Service Center for cleaning and performing electromechanical checks and provision of a status report including documentation of necessary repairs. The estimated duration of cleaning and inspection services are estimated at 8-12 weeks, with a longer period should repairs be necessary.

Studies and Reports

Raftelis, Inc. continues development of the Cost-of-Service Study in advance of contract negotiations with the City of Chicago regarding the Water Purchase and Sale Agreement.

Carollo Engineers continues to investigate and report on various potential alternate sources of Lake Water for the Commission. The pre-final draft report is expected to be tendered in the first quarter of 2023 for review by the Commission.

Burns & McDonnell Engineering Co. has commenced continues work on Task Order No. 01 to review and validate the DuPage Water Commission's Meter Testing Program and to support Commission Customer's annual LMO-2 IDNR water audit submittals. The work should be completed by the end of 2022.

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.

Pipeline staff assisted Rossi Contractors, Inc. to install new cathodic protection handholes, coupon assemblies, galvanic anode beds on Roosevelt Road.

Pipeline staff repaired a malfunctioning 10-inch valve at Metering Station 15H serving the City of Naperville.

Instrumentation / Remote Facilities Overview

Instrumentation / Remote Facilities staff continues with routine inspections, preventative maintenance and corrective work, calibrations, and continuing with the meter test program.

Jetco completed exterior cleaning Standpipe 4-West. Jetco will return in Spring 2023 to clean the Standpipe 4-East.

Information Technology

The SCADA Replacement Project (Contract PSD-9/22) is ongoing. Project workshops have continued to progress on the SCADA system graphics design, network design, programming development, reporting development, and security upgrades while new workshops have begun on the alarm prioritization and specific control strategies. The Temporary Control Room migration is planned to take place on Tuesday December 13, 2022.

Capital Improvement Program

A preconstruction conference was held on 12/7/22 regarding the work scheduled to improve drainage adjacent to the West Discharge Tunnel at the DuPage Pumping Station. Work is tentatively scheduled to commence in late December or early January 2023.

The preconstruction conference for Contract PSD-11/22, Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract was held on 12/7/22 with G.P. Maintenance Services, Inc. for the contract to perform abrasive blasting and apply insulated coatings to the pipelines as well as rehabilitation of steel support structures.

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) project is ongoing. Residual spilled diesel fuel found under the concrete slabs, has been fully remediated and the Contractor, Joseph J. Henderson has resumed the full schedule of work. The Completion Date, expected by January 2024, remains as is for the time being.

Caterpillar/Altorfer Power Systems and Staff and the Engineers continue working through comments on the submittal documents for the Generator Controls Update Project.

Schneider Electric, the Building Automation System (BAS) upgrades contractor anticipates commencement the work within the next several weeks upon completion pre-construction scheduling. This work consists of updating HVAC and Lighting Controls of which certain portions of the system date back to 1999. Schneider has indicated that the construction will tentatively commence by Mid-November.

November 2022 Commission Agenda Items:

None

Attachments

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

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

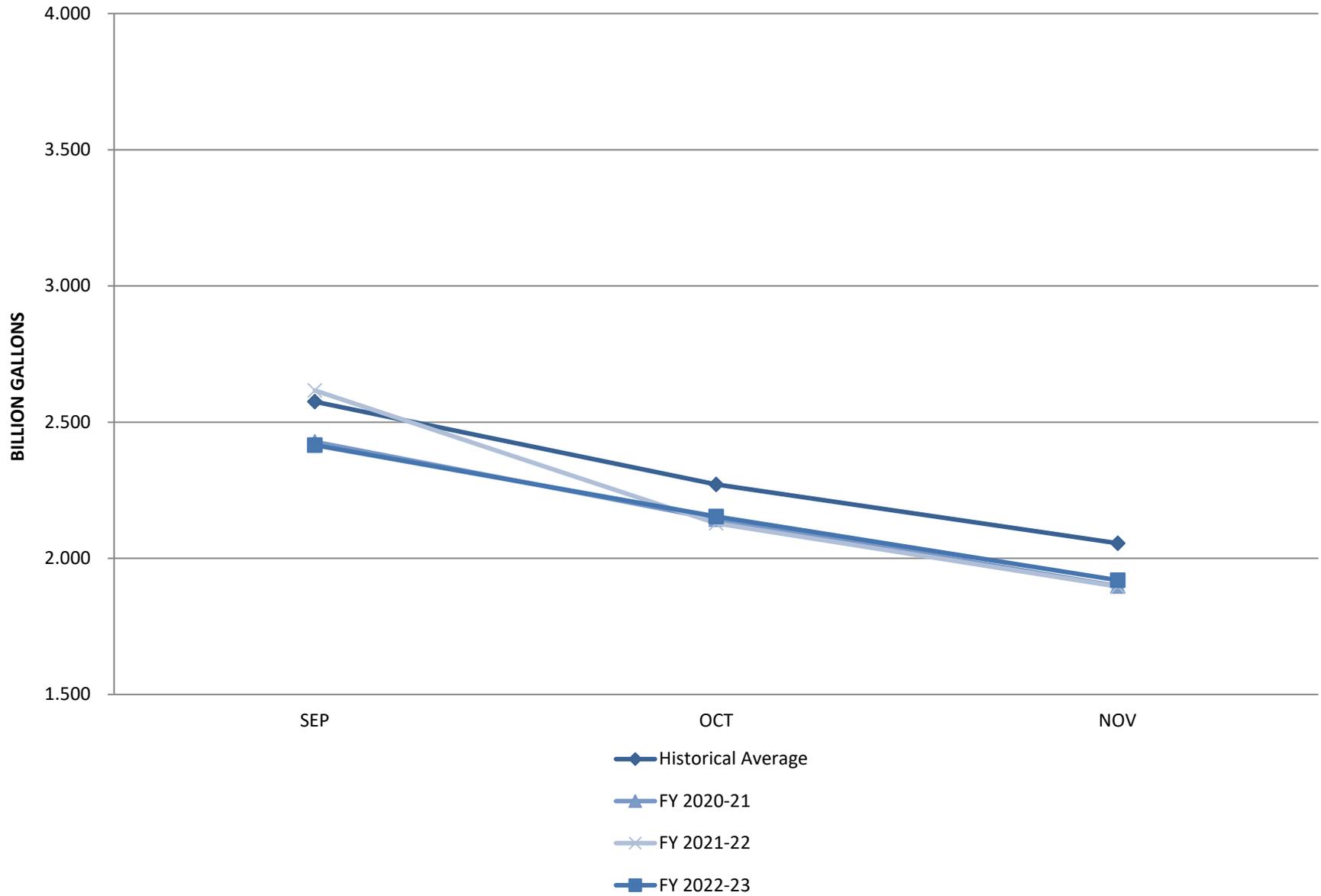
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.31	0.05	0.62	1.19	0.07	62	7.5	0.8	0.62	0	KD
2	1.43	0.06	0.57	1.34	0.08	63	7.6	0.9	0.61	0	RC
3	1.39	0.06	0.61	1.19	0.09	64	7.6	0.8	0.57	0	RC
4	1.36	0.07	0.58	1.23	0.08	63	7.6	0.9	0.59	0	RC
5	1.33	0.08	0.63	1.17	0.09	63	7.6	0.8	0.60	0	KD
6	1.30	0.08	0.60	1.19	0.09	64	7.5	0.8	0.63	0	KD
7	1.41	0.07	0.59	1.08	0.09	63	7.6	0.9	0.66	0	RC
8	1.34	0.06	0.57	1.19	0.08	64	7.6	0.8	0.61	0	RC
9	1.39	0.08	0.61	1.11	0.09	62	7.4	0.8	0.63	0	KD
10	1.31	0.07	0.60	1.16	0.08	63	7.5	0.8	0.60	0	KD
11	1.32	0.07	0.62	1.17	0.07	61	7.4	0.8	0.62	0	KD
12	1.24	0.08	0.61	1.24	0.07	61	7.4	0.9	0.57	0	RC
13	1.35	0.07	0.56	1.33	0.08	61	7.4	0.8	0.60	0	RC
14	1.28	0.07	0.63	1.27	0.08	60	7.4	0.8	0.64	0	KD
15	1.29	0.08	0.62	1.04	0.10	60	7.4	0.8	0.64	0	KD
16	1.32	0.08	0.61	1.16	0.09	60	7.5	0.8	0.60	0	RC
17	1.30	0.07	0.57	1.15	0.09	62	7.5	0.8	0.65	0	RC
18	1.26	0.07	0.60	1.28	0.07	58	7.4	0.8	0.57	0	RC
19	1.21	0.08	0.61	1.22	0.09	57	7.4	0.8	0.59	0	AM
20	1.29	0.08	0.58	1.20	0.10	58	7.4	0.8	0.57	0	AM
21	1.32	0.08	0.60	1.27	0.10	57	7.4	0.8	0.59	0	AM
22	1.28	0.07	0.57	1.26	0.07	56	7.3	0.8	0.60	0	KD
23	1.34	0.09	0.59	1.28	0.08	55	7.4	0.8	0.57	0	AM
24	1.36	0.10	0.57	1.32	0.09	54	7.4	0.8	0.59	0	AM
25	1.39	0.09	0.56	1.36	0.10	54	7.4	0.9	0.58	0	AM
26	1.26	0.09	0.55	1.18	0.08	55	7.5	0.9	0.59	0	BM
27	1.28	0.09	0.58	1.35	0.09	56	7.5	0.9	0.59	0	BM
28	1.40	0.07	0.59	1.36	0.08	57	7.5	0.9	0.56	0	BM
29	1.28	0.07	0.55	1.35	0.07	54	7.4	0.9	0.56	0	RC
30	1.29	0.07	0.58	1.36	0.08	55	7.5	0.9	0.56	0	BM
AVG.	1.32	0.08	0.59	1.23	0.08	59	7.5	0.8	0.60	0	
MAX.	1.43	0.10	0.63	1.36	0.10	64	7.6	0.9	0.66	0	
MIN.	1.21	0.05	0.55	1.04	0.07	54	7.3	0.8	0.56	0	

Alan E. Stark, Coordinating Engineer
Illinois ROINC # 84789479

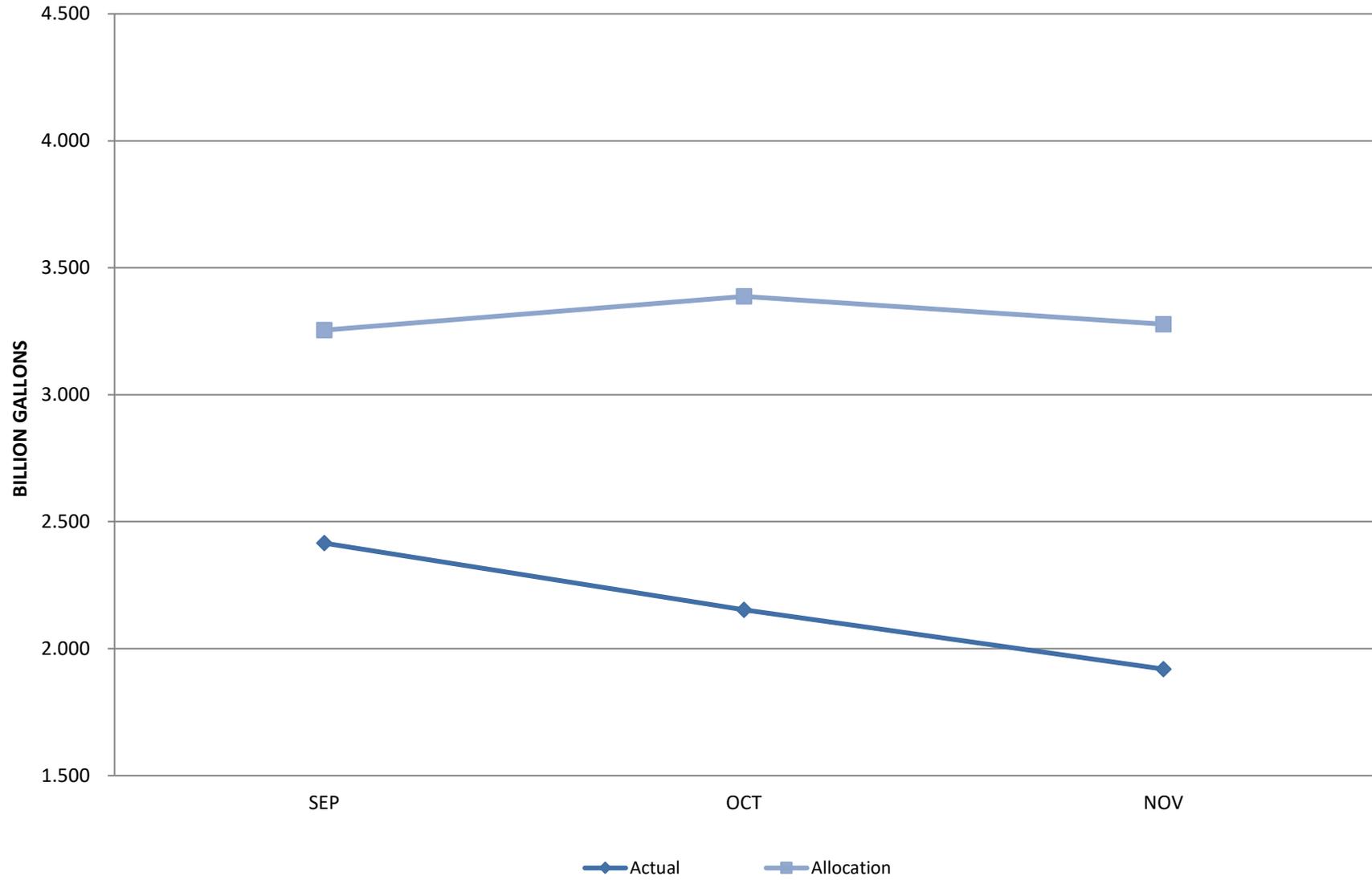
12/2/22

Date

DU PAGE WATER COMMISSION SALES FY 2022-23, 2021-22 & 2020-21 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2022-23 VS. ALLOCATION



DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Nov-22

PER DAY AVERAGE 78,218,138

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-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
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
TOTALS (1)	873,774,816,798	899,058,302,170	97.19%	\$2,091,338,671.69	\$1,851,764,123.50	859,496,836	0.10%	97.28%	\$2.39	\$2.060

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Nov-21	17,016,655,000	17,536,558,107	97.04%	84,572,775	72,074,809				\$4.97	\$4.110
Nov-22	16,940,375,000	17,456,065,526	97.05%	87,751,143	74,962,206				\$5.18	\$4.294
	(76,280,000)	(80,492,581)		\$3,178,367	\$2,887,396					
	-0.4%	-0.5%		3.8%	4.0%					

Month

Nov-21	1,896,311,000	1,961,815,221	96.66%	9,424,666	8,074,831				\$4.97	\$4.116
Nov-22	1,919,552,000	1,979,550,491	96.97%	9,943,279	8,555,617				\$5.18	\$4.322
	23,241,000	17,735,270		\$518,614	\$480,786					
	1.2%	0.9%		5.5%	6.0%					

Nov>Oct (233,858,000) (240,500,192) (1,211,384) (1,039,442)



MEMORANDUM

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations

Mike Weed – Operations Supervisor
Dariusz Panaszek – Pipeline Supervisor
Jessica Haney – Coordinating Engineer
Alan Stark – Instrumentation/Remote Facilities Supervisor
Denis Cuvalo – Coordinating Engineer

Date: 1/12/2023

Subject: Status of Operations and Construction

Operations Overview

The Commission's sales for the month of December 2022 were a total of 2.08 billion gallons. This represents an average daily demand of 67.7 million gallons per day (MGD), which is higher than the December 2021 average day demand of 63.4 MGD. The maximum day demand was 76.7 MGD recorded on December 27, 2022, which is higher than the December 2021 maximum day demand of 69.0 MGD. The minimum day flow was 60.1 MGD.

The Commission's recorded total precipitation for the month of December 2022 was 2.17 inches compared to 2.30 inches for December 2021. The level of Lake Michigan for December 2022 is 578.97 (Feet IGLD 1985) compared to 579.69 (Feet IGLD 1985) for December 2021.

Maintenance and Repair

Resolution R-1-23 appears on the agenda authorizing the General Manager to Enter into an Agreement with TK Elevator through Omnia Partners Public Sector Purchasing Cooperative Contract. The proposed work includes necessary upgrades to the 30-year-old elevator to comply with current Elevator, Life and Safety Codes at a not-to-exceed cost of \$145,000.00.

The DuPage Pump Station's High Lift Pump (HLP) and Motor rehabilitation program includes inspecting, cleaning, and repairing to one pump and motor assembly per year. The DuPage Pump System has a total of nine (9) High Lift Pumps and Motor assemblies. HLP #9 and Motor #9 were removed and sent to Midwest Service Center for cleaning and performing electromechanical checks and provision of a status report

including documentation of necessary repairs. The cleaning and inspection services are underway with a full report expected in the upcoming weeks.

Studies and Reports

Raftelis, Inc. continues development of the Cost-of-Service Study in advance of contract negotiations with the City of Chicago regarding the Water Purchase and Sale Agreement. The City of Chicago has issued a partial response to the first round of questions generated by Raftelis. Staff has met with Raftelis to issue a following series of questions and data requests.

Carollo Engineers continues to investigate and report on various potential alternate sources of Lake Water for the Commission. The draft report is expected 1st quarter of 2023.

Burns & McDonnell Engineering Co. continues work on Task Order No. 01 to review and validate the DuPage Water Commission's Meter Testing Program and to support Commission Customer's annual LMO-2 IDNR water audit submittals. A draft report has been received and comments have been prepared by staff. The final document should be completed in the 1st Quarter of 2023.

Pipeline Maintenance and Construction Overview

Pipeline staff is performing annual valve exercising program.

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

Pipeline Staff and DeLasCasas CP, LLC. Is performing testing on the galvanic cathodic protection system on Inner-Belt Transmission Water Main.

Pipeline, Operations, and Instrumentation Staff assisted Action Automation to repair 84-inch Motor Operated Valve at the DuPage Pump Station.

Instrumentation / Remote Facilities Overview

Instrumentation / Remote Facilities staff continues with routine inspections, preventative maintenance, corrective work, equipment replacements, new installations, and calibrations.

The annual meter test program has been completed with performing Customer witness testing and calibration of all billing meters. The testing program resulted in no meter errors and also no meters tested outside of the standard deviation of +/- 2%.

Information Technology

The SCADA Replacement Project (Contract PSD-9/22) is ongoing. Resolution R-2-23 appears on the agenda as Change Order No. 2 for necessary modifications to the Work at a net cost reduction of \$368,710.08, decreasing the Contract Value by 2.23% to \$16,104,422.92. In addition, the Control Room remodeling will commence in the upcoming weeks. The project workshops have continued to progress on the SCADA

system graphics design, network design, programming development, reporting development, security upgrades, alarm prioritization, and specific control strategies.

Capital Improvement Program

The Pumping Station Drainage Improvement project is underway. The contractor, Benchmark Co., is excavating around a 72-inch diameter water main. Pipeline and Engineering Staff is monitoring work for compliance with the project documents and quality assurance.

Contract PSD-11/22, Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract with G.P. Maintenance Services, Inc. is underway. The work includes abrasive blasting and apply insulated coatings to the pipelines as well as rehabilitation of steel support structures. The Contractor is submitting shop drawings and project schedules.

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) project is ongoing. Excavation work is complete, concrete footings are being poured and under-slab electric conduits are being placed prior to pouring the top concrete slab. The Completion Date, expected by January 2024, remains as is for the time being.

Caterpillar/Altorfer Power Systems and Staff and the Engineers continue working through the submittal documents for the Generator Controls Update Project.

Schneider Electric, the Building Automation System (BAS) upgrade Contractor commenced work with the installation of the upgraded network cabling. This project consists of updating HVAC and Lighting Controls in the Pump Station and Generator Facilities.

Resolution R-4-23 appears on the agenda authorizing the General Manager to Enter into an Agreement with Johnson Controls through Omnia Partners Public Sector Purchasing Cooperative Contract. The proposed work includes replacement of two (2) roof-top chillers and appurtenances which have exceeded their useful lives. The request is at a not-to-exceed cost of \$250,000.00.

Resolution R-5-23 appears on the agenda requesting suspension the Commission's Purchasing Procedures and Authorizing the General Manager to purchase Residual Chlorine Analyzers from a Sole Source manufacturer and at a cost not to exceed \$100,000 over two fiscal years, 22/23 and 23/24.

January 2023 Commission Agenda Items:

Resolution No. R-1-23: A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with TK Elevator through Omnia Partners Public Sector Purchasing Cooperative Contract #R200502 (TK Elevator – Not-To-Exceed \$145,000.00)

Resolution No. R-2-23: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) (Baxter & Woodman/Boller Construction, LLC – Reduction in Contract Price by \$368,710.08)

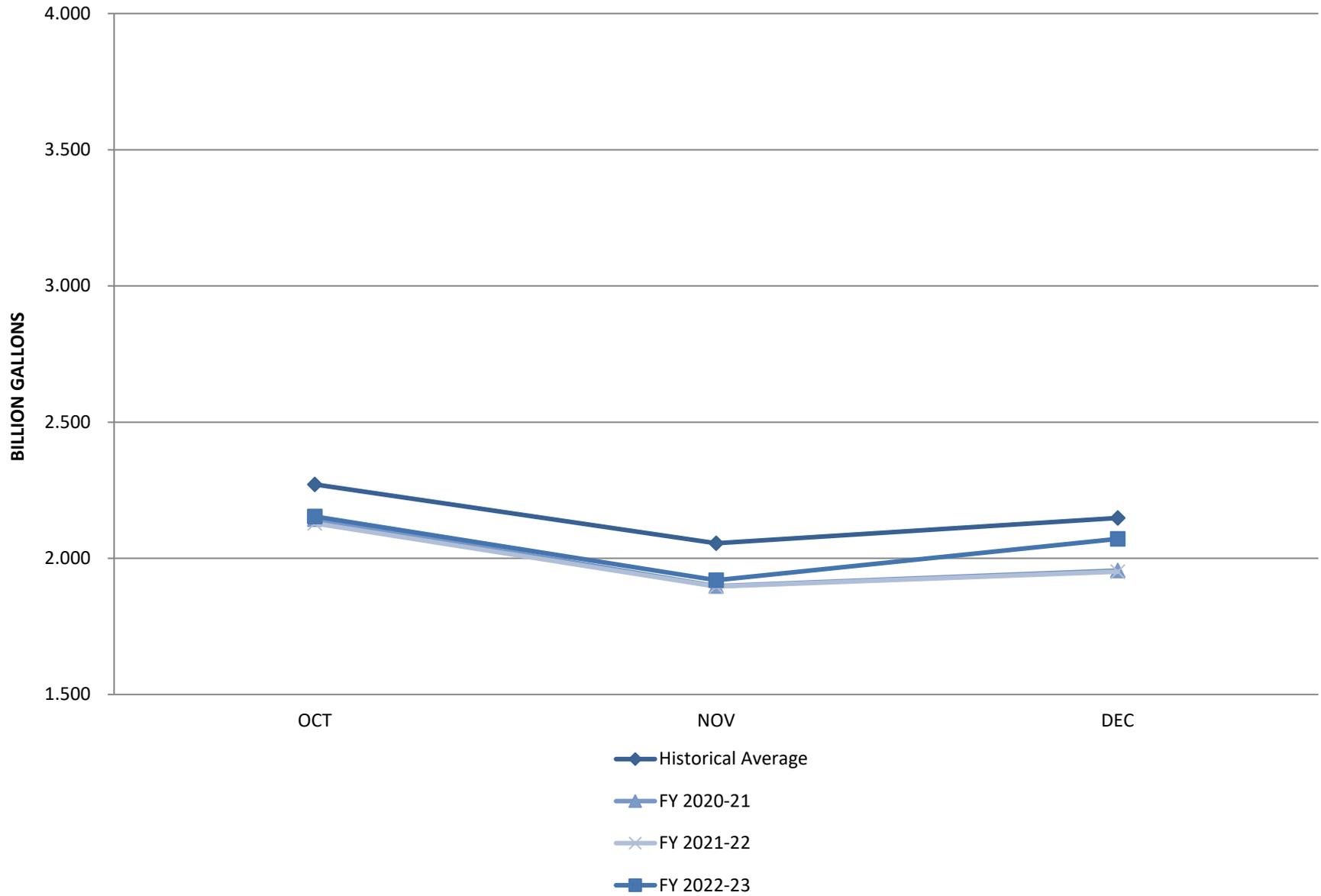
Resolution No. R-4-23: A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Johnson Controls through Omnia Partners Public Sector Purchasing Cooperative Contract #R200402 (Johnson Controls – Not-To-Exceed \$250,000.00)

Resolution No. R-5-23: A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Residual Chlorine Analyzers from a Sole Source Manufacturer (Hach Chemical Co. – NTE \$100,000)

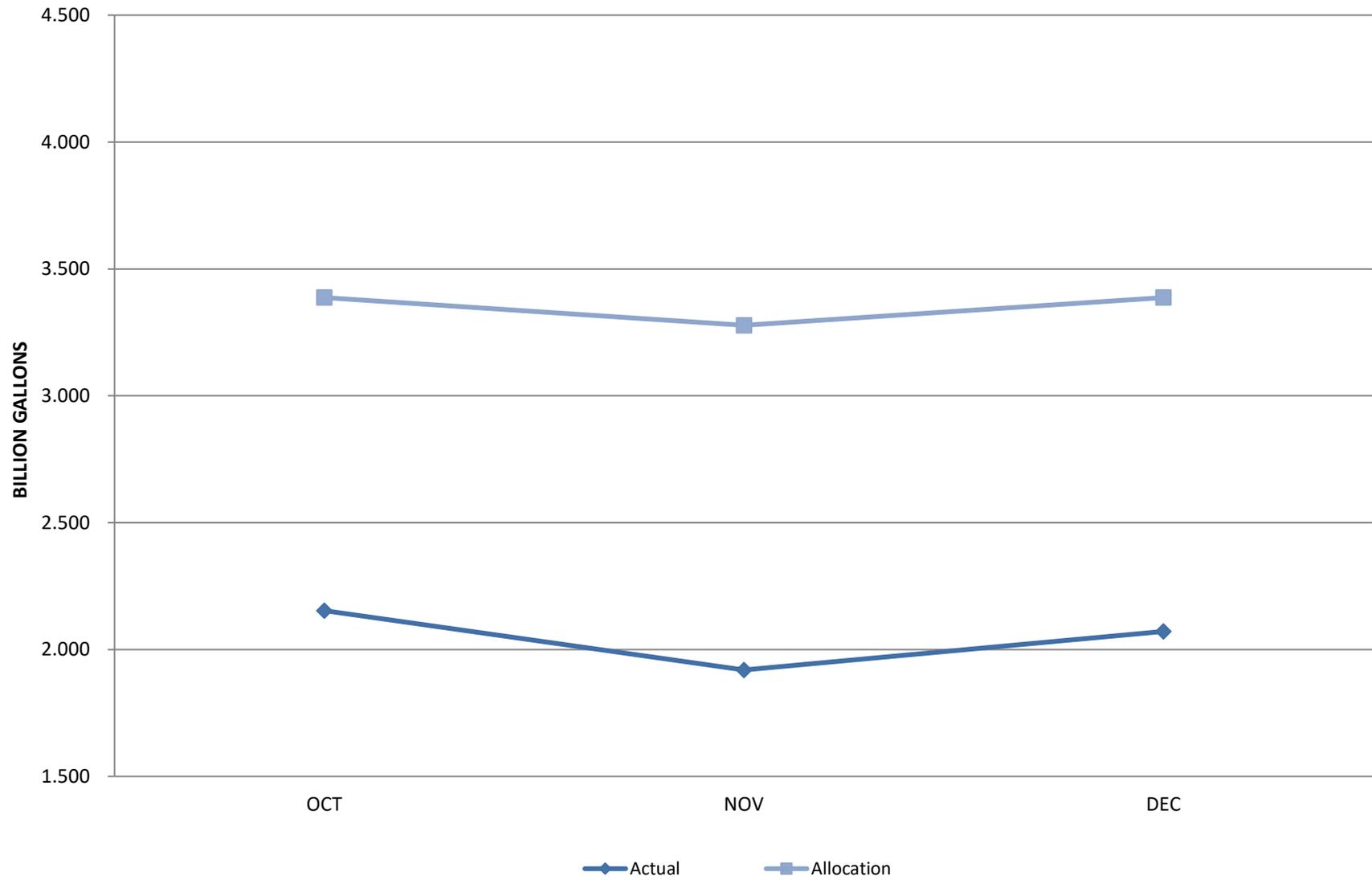
Attachments

1. DuPage Laboratory Bench Sheets for December 2022
2. Water Sales Analysis 01-May-2018 to 31-December-2022
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

DU PAGE WATER COMMISSION SALES FY 2022-23, 2021-22 & 2020-21 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2022-23 VS. ALLOCATION



DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Dec-22

PER DAY AVERAGE 78,186,568

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-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
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
TOTALS (1)	875,845,929,798	901,181,751,830	97.19%	\$2,102,067,037.03	\$1,860,941,672.93	860,049,225	0.10%	97.28%	\$2.40	\$2.065

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Dec-21	18,967,448,000	19,547,475,748	97.03%	94,268,217	80,351,746			\$4.97	\$4.111
Dec-22	19,011,488,000	19,579,515,186	97.10%	98,479,508	84,139,755			\$5.18	\$4.297
	44,040,000	32,039,438		\$4,211,291	\$3,788,009				
	0.2%	0.2%		4.5%	4.7%				
Month									
Dec-21	1,950,793,000	2,010,917,641	97.01%	9,695,441	8,276,937			\$4.97	\$4.116
Dec-22	2,071,113,000	2,123,449,660	97.54%	10,728,365	9,177,549			\$5.18	\$4.322
	120,320,000	112,532,019		\$1,032,924	\$900,612				
	6.2%	5.6%		10.7%	10.9%				
Dec>Nov	151,561,000	143,899,169		785,086	621,932				



Resolution #: R-1-23

Account: 01-60-656000 - \$26,232.00

Account: 01-60-771200 - \$118,768.00

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 12/14/2022

Description: A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with TK Elevator through Omnia Partners Public Sector Purchasing Cooperative Contract #R200502

Agenda Section: Engineering & Construction

Originating Department: Operations

The DuPage Pumping Station was designed and constructed with a single-car Dover Elevator System to allow for personnel and freight transportation between the three levels of the DuPage Pump Station. In 1998 Thyssenkrupp purchased the Dover Corporation and in 2020 two international private equity firms acquired Thyssenkrupp's elevator division and was renamed TK Elevator. Currently, TK Elevator is sole authorized sales and service provider for existing Dover Elevators in the Chicagoland area.

The elevator system has been in use for over 30 years. While the primary elevator infrastructure remains in good shape the electromechanical control and communication systems have exceeded their lifecycle and require replacement and modernization to meet current Elevator, Life and Fire Safety Codes.

Staff was able to locate a Cooperative Purchasing arrangement for TK Elevators' design-build services. Staff believes that the design-build system offered by TK Elevator/Omnia Partners would be most beneficial for the continued operation and maintenance of the Commission's Elevator System.

The proposed improvements include upgrading and modernizing the electronic control systems at five locations - in the elevator equipment room, the elevator car, and on each service level. Additional work will include upgrading the hoist-way and elevator pit electro-mechanical systems, and the car, fixtures, and communication systems.

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

The TK Elevator cost proposal dated December 20, 2022, for the work is for \$99,836 plus an alternate in the amount of \$26,232 for the cab upgrade, for a total amount of \$126,068.00, however, Staff is requesting approval to allocate an additional 15% for contingencies related to potential supply chain issues and unforeseen circumstances for a cost Not-to-Exceed \$145,000.00

Elevator Improvements are included in the FY-22/23 Management Budget and proposed within the draft FY-23/24 Management Budget and 5-Year Capital Improvement Program.

Recommended Motion:

To adopt Resolution R-1-23

DUPAGE WATER COMMISSION

RESOLUTION NO. R-1-23

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH TK ELEVATOR THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT #R200502-318018

WHEREAS, The DuPage Water Commission's existing Elevator System has been in use for over 30 years and requires upgrades to maintain code compliance; and

WHEREAS, The DuPage Water Commission Staff has investigated and assessed various means to upgrade the Elevator System to current Elevator, life and safety Codes; and

WHEREAS, The DuPage Water Commission Staff is recommending authorization to purchase and install of the TK Elevator 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 TK Elevator proposed solution for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R200502-318018 with TK Elevator, for a cost Not-To-Exceed of \$145,000.00;

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 is authorized to authorize the purchase and installation of the TK Elevator solution as proposed on December 13, 2022, for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R200502-318018 with TK Elevator, for a cost Not-To-Exceed of \$145,000.00, without further act.

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

RESOLUTION NO. R-1-23

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2023.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Modernization Proposal



Dupage Water Commission

December 20, 2022

Purchaser: Dupage Water Commission	Location: Dupage Water Commission
Address: 600 E Butterfield Rd Elmhurst, IL 60126-4642	Address: 600 E Butterfield Rd Elmhurst, IL 60126-4642

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Dupage Water Commission (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$99,836.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

****This is a turkey proposal(See attachment A)***

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Jesse Sanchez
Sales Representative
jesse.sanchez@tkelevator.com
+1 630 4415582

Modernization Proposal



SCOPE OF WORK

Grouping Name: Only Elevator

Equipment Type: Hydraulic	Speed: 125 fpm
3 Stops (3 Front /0 Rear)	Capacity: 4000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
600 E Butterfield Rd	Only Elevator	US35835

Description of Work

Controller

- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- Viscosity Control (Required over 150 FPM)
- eMax Monitoring Device Provisions

Jack

- Packing
- Pipe Stands

Car

- 21" Toe guard
- Fan: Two Speed
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)

Modernization Proposal



- Section 18 Price Adjustment
- Base Wiring Package for 2019 Code
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Ladder 12" Wide

Door Equipment

- Micro Light 3D 2019 (Front)
- Front Door Operator (2SSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Front Car Door and Hatch Side Restrictors (vanes) complete kit (Front)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Section 22 Price Adjustment
- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Two-way Communication Machine Room Equipment (Primary Box)

Modernization Proposal



- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Section 23 Price Adjustment
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (Standalone)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))

Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

Alternate 1: Provide and install new cab interior (includes cab walls, handrails, ceiling + Cab Pads (\$3,000 flooring allowance included)- See attachment B) – **Add \$ 26,232** Initials to Accept _____

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

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Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16-20 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	3 - 5 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

35% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

40% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of

Modernization Proposal



additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$99,836.00
Initial progress payment:	(35%)	\$34,942.60
Material furnished:	(25%)	\$24,959.00
Total of remaining progress payments:	(40%)	\$39,934.40

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$325.00
Mechanic (OT) per hour	\$587.55
Team (Standard) per hour	\$585.00
Team (OT) per hour	\$1,057.59

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct,

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without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
 - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
 - b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
 - c. Adequate bracing of entrance frames to prevent distortion during wall construction.
 - d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
 - e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
 - f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 - g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

Modernization Proposal



This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the “Multimedia Equipment”) in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.

2. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser’s execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor

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units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and

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designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the

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equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

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g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

Modernization Proposal



- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser

Modernization Proposal



recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

~~s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation. — JS 12/20/22~~

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Ninety Nine Thousand Eight Hundred Thirty Six Dollars (\$99,836.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**Dupage Water Commission
(Purchaser):**

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)
Mike Weed

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Ryan Tanzer
Sales Manager

(Date of Execution)



CONSTRUCTION SERVICES — INC —

PROPOSAL

DATE: DECEMBER 12, 2022
PROJECT: RELATED WORK FOR THE MODERNIZATION OF
PROJECT LOCATION: CENTRAL DUPAGE WATER COMMISSION | 600 E. BUTTERFIELD ROAD | ELMHURST, IL 60126
SITE SURVEY: NOVEMBER 23, 2022, AT 9:00 AM
CONSULTANT: N/A **DATE OF SPECIFICATIONS:** N/A

FOR THE ABOVE REFERENCED PROJECT:

We shall provide all labor, material, equipment, and management for the completion of this project, in accordance with a visual site survey conducted on date and time referenced above:

- 1) **Machine Room:**
 - a. Existing main line power disconnect switch to be retained.
 - b. Install conduit and load side feeders from disconnect switch to new elevator controller.
 - c. Facility is equipped with Emergency Power and elevator circuit is fed from existing ATS.
 - i. ATS to be retained.
 - ii. Install (2) sets of dry contacts for stand-by power provisions and test.
 - d. Replace existing cab lighting switch with a (120v/30Amp/1P) fused and lockable in the open position disconnect switch.
 - e. Install a new 120v/20Amp/1P fused and lockable disconnect switch, conduit, and feeders to new elevator network communications equipment.
 - i. Should an EM circuit not be available in the emergency lighting panel, the cab lighting circuit shall be utilized. Each disconnect will remove power from either branch line.
 - f. Existing lighting conditions are sufficient. No new work required and/or included.
 - g. Existing GFCI outlet to be retained. No work required and/or included.
 - h. Route existing telephone cable into new conduit at point of entry into machine room to new elevator equipment.
 - i. Install (3) addressable relays for automatic elevator recall.
- 2) **Hoist way and Pit:**
 - a. Remove existing fire alarm device from overhead. Hoist way is not covered by an active fire sprinkler.
 - i. We will require approximately 2 hours of run time for removal. Please add to your base quote.
- 3) **Testing:**
 - a. Edit fire alarm control panel programming as necessary to include new relay control modules for elevator recall, pre-test with elevator mechanic, and final test with elevator inspector, during normal working hours.
 - b. Provide ATS pre-test with elevator mechanic and final test with elevator inspector.
 - c. Both tests include (4) hours of pre-test and will require a (2) week notice to schedule. Final test will require (4) hours with a minimum of (3) weeks' notice to coordinate both fire alarm and critical power contractors to be present on day of final inspection.

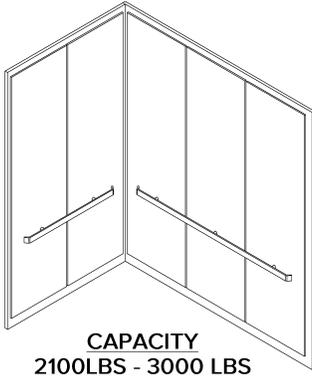
NOTES:

- 4) We will require stand-by time to access hoist way overhead to for alarm devices. Please consider approximately 2 additional hours of stand-by time.

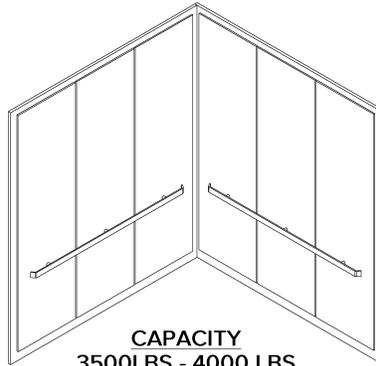
*Attachment B



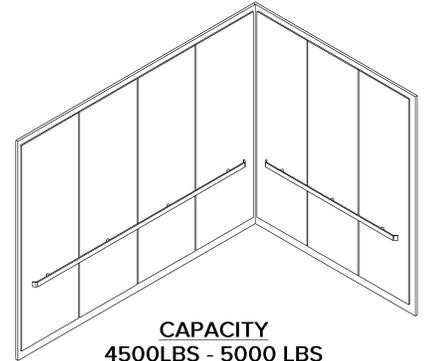
DESIGN: **NASSAU**



CAPACITY
2100LBS - 3000 LBS



CAPACITY
3500LBS - 4000 LBS



CAPACITY
4500LBS - 5000 LBS

Popular Panel Color Options

Other WilsonArt standard grade laminates available upon request.

Additional laminate options would be requested.



Wild Cherry
7054
(shown)



Veranda Teak
8209



Windsor Mahogany
7039



Flax Linen
4990



Asian Night
7949

Reveal Color Options



#4 Finish
Stainless Steel



Black
Powdercoat

Ceiling Options



Anegada t-frame with #4 Finish or black frame and #4 finish stainless steel drop in panels with Man-D-Tec SOLOBEAM Premium LEDs

Handrails



2" Flat "TrueBar" Returned Ends



1.5" Round Straight Ends

Note: Nassau not recommended for skeleton/frame cab.



Resolution #: R-2-23

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC PDM CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/6/2023

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Resolution No. R-2-23 would approve the following Change Orders (*Contract Price Reduction of \$368,710.08*):

Change Order No. 2 to Contract for the SCADA Replacement Project (Contract PSD-9/21)

1. Removal of the purchase and installation of float level switches for the East and West DuPage Pump Station Reservoirs. (Deduction of \$1,950.00)
2. Purchase of an additional Rosemount pressure transmitter. (Addition of \$4,430.08)
3. Modification due to DuPage Pump Station Control Room design revisions. (Addition of \$82,105.84)
4. Purchase of additional input components for the Back-Up Telemetry System (BUTS). (Addition of \$24,159.00)
5. Increase the size of the Electrical Room security system controls enclosure. (Addition of \$2,483.00)
6. Removal of the purchase of the Tank Site 1 VFD Ethernet/IP card. (Reduction of \$3,718.00)
7. Removal of the purchase of the WIN 911 notification system and two operational terminals. (Reduction of \$31,855.00)
8. Removal of the purchase of the Meter Station SCADAmetrics Ethermeters. (Reduction of \$196,722.00)
9. Revisions to the SCADA network design. (Reduction of \$249,464.00)
10. Revisions to the SCADA radio purchasing. (Addition of \$1,821.00)

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

Approval of this Change Order would decrease the net Contract Price by \$368,710.08 revising the Contract Price from \$16,473,133.00 to \$16,104,422.92 for a 2.23% net total decrease from the Original Contract Price.

Recommended Motion:

To Adopt Resolution R-2-23

DUPAGE WATER COMMISSION

RESOLUTION NO. R-2-23

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

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

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

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

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

RESOLUTION NO. R-2-23

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2023.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT 1

Resolution No. R-2-23

1. Change Order No. 2 to the Contract for the Construction of the SCADA Replacement Project (Contract PSD-9/21) for a \$368,710.08 net decrease in the Contract Price due to modifications in the approach of the work.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: SCADA Replacement Project

CHANGE ORDER NO. 2

LOCATION: Cook and DuPage Counties, Illinois

CONTRACT NO. PSD-9/22

CONTRACTOR: Baxter & Woodman/Boller Construction

DATE: January 20, 2023

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Removal of the purchase of float switches for the east and west reservoirs.
2. Purchase of an additional Rosemont pressure transmitter.
3. Cost modification due to Control Room design modification.
4. Purchase of additional I/O input components for the BUTS-2000.
5. Increase the size of the Electrical Room security enclosure.
6. Removal of the purchase of the Tank Site 1 VFD Ethernet/IP card.
7. Removal of the purchase of the WIN 911 system and two operational terminals.
8. Removal of the purchase of the Meter Station SCADMetrics Ethermeters.
9. Modification of the SCADA network design.
10. Modification of radio purchase.

B. REASON FOR CHANGE:

1. It was determined that the replacement of the physical float level switches within the East and West Reservoir on the DuPage Water Commission campus is not required at this time. It was determined that the purchase of the physical float switches with the associated components and labor could be removed from the project with a proposed cost reduction of \$1,950.00.
2. It was determined that a pressure transmitter at Meter Station 7B/8F was not accounted for in the contract drawings. The purchase of an additional Rosemount 3051S In-Line pressure transmitter comes at an additional cost of \$4,430.08.

3. Commission staff has worked with Carollo Engineers on the redesign of the Control Room to better fit the needs of the Operational staff. The redesign of the Control Room includes the modification of the room configurations, the change of the new flooring material to Terrazzo, the modification of the HVAC design, the modification of the electrical design, and the removal of storefront materials. The modifications to the design of the Control Room comes at an additional cost of \$82,105.84.
4. It was determined that there were additional I/O inputs required for the Backup Telemetry System (BUTS) cabinet that were not identified in the original contract drawings. The purchase of the additional analog and digital input cards comes at an additional cost of \$24,159.00.
5. Commission staff is revising contractor site access rules for the SCADA Replacement Project to critical site entryways of the DuPage Pump Station. Staff determined that the additional access controls would be better suited as a separate project with the exception of optimizing an existing security controls cabinet to allow for future expansion. The SCADA Replacement Project is replacing the existing access controls security cabinet, housed in the Electrical Room, but the Commission staff decided to increase the security cabinet size from an 8-door enclosure to a 16-door enclosure. Increasing the size of the security cabinet comes at an additional cost of \$2,483.00.
6. While working with Baxter & Woodman/Boller Construction LLC subcontractor, Concentric Integration, in response to RFI #10 it was determined the variable frequency drives (VFD) at Tank Site 1 has existing Ethernet/IP Cards that can be utilized for the upcoming communication upgrade. The removal of the purchase of Ethernet/IP cards for the Tank Site 1 VFDs comes with a proposed cost reduction of \$3,718.00.
7. While reviewing the SCADA system network design, there was a discussion regarding the addition of the WIN-911 software and associated alarm terminals. The software was added as part of the design to give the ability to add SCADA remote access terminals in the Pump Station. Throughout the continuous development of the SCADA network, it was determined there was a simpler alternative approach. The removal of the WIN-911 software and associated alarm terminals comes with a proposed cost reduction of \$31,855.00.
8. While progressing through the SCADA development workshops, a topic of discussion came up on the necessity of the SCADAMetrics EtherMeters and Duplexers. The units performed a redundant purpose of reading remote meter register reads. After further internal review and discussion with the Commission's Resident Engineers, it was determined the use of the EtherMeters and associated Duplexers were not necessary. The removal of the Ethermeters and Duplexers from the meter stations with the associated din rails and wire ducts comes with a proposed cost reduction of \$196,722.00.
9. As the SCADA network design has progressed through several stages of workshops there has been a common factor that has troubled the development process and caused

difficulty in designing a user-friendly and easily maintainable system. That factor was the segregation of the remote and pump station networks. After months of working with the integration and design teams and continuous discussion on optimization, it was determined the best solution to produce a SCADA system that would provide our Operators and IT staff with a strong and reliable system would be to combine the segregated networks. This decision was thoroughly discussed on a detailed level, and it was agreed upon by the Commission project team, the Integration team, and the Project Design team that this would be the optimal approach. With this network modification, there will be a reduction in the required network hardware, but with some modifications to maintain the level of security the Commission desires for the SCADA system. The modification and combination of the remote and pump station networks comes with a proposed cost reduction of \$249,464.00.

10. During the SCADA Replacement Project the Commission was informed that the SD9 radios currently used for the SCADA telemetry system will be sunseting as GE is moving their focus to their new Orbit radios. The SCADA Replacement Project scope called for Baxter & Woodman/Boller Construction LLC. subcontractor, Concentric Integration, to purchase 15 spare SD9 radios for master station stress testing. With the future radio migration in mind, the Commission requested Concentric to purchase 15 of the new LN9 Orbit radios that we will eventually change over to rather than the SD9 radios. The purchase of the LN9 Orbit radios comes at a cost of \$1,821.00.

C. REVISION IN CONTRACT PRICE:

1.	Removal of Float Switches	-\$1,950.00
2.	Removal of Float Switches	\$4,430.08
3.	Control Room Modifications	\$82,105.84
4.	Additional I/O Inputs for BUTS	\$24,159.00
5.	Security Enclosure	\$2,483.00
6.	Removal of VFD Ethernet Card	-\$3,718.00
7.	Removal of WIN 911	-\$31,855.00
8.	Removal of Ethermeters	-\$196,722.00
9.	Network Modification	-\$249,464.00
10.	Radio Purchase Modification	\$1,821.00
Total Change in Contract Price This Change Order		-\$368,710.08

II. CHANGE ORDER CONDITIONS:

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

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>16,443,000.00</u>
2.	Net addition due to all previous Change Orders Nos. <u>1</u> to <u>1</u>	\$ <u>30,133.00</u>
3.	Contract Price, not including this Change Order	\$ <u>16,473,133.00</u>
4.	Reduction to Contract Price due to this Change Order	\$ <u>-368,710.08</u>
5.	Contract Price including this Change Order	\$ <u>16,104,422.92</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Carollo Engineers

By: _____ ()
Signature of Authorized Representative Date

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

CONTRACTOR: Baxter & Woodman/Boller Construction, LLC

By: _____ ()
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
Signature of Authorized Representative Date



Resolution #: R-4-23

Account: 01-60-772300 - \$250,000.00

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/12/2023

Description: A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Johnson Controls through Omnia Partners Public Sector Purchasing Cooperative Contract #R200402

Agenda Section: Engineering & Construction

Originating Department: Operations

Account Numbers: 01-60-772300 (Not-to-Exceed \$250,000.00)

The existing Administration Building Roof-Top Chiller Units, installed in 2000, have outlived their useful life and have required numerous component repairs over the past several years.

Staff identified a Cooperative Purchasing arrangement with Johnson Controls for supply and installation services for the chiller removal, replacement and start-up services through Omnia Partners Public Sector Purchasing Cooperative Contract #R200402.

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.

The proposed improvements include two (2) new chiller units; chiller pumps and associated mechanical and electrical improvements. DWC Engineering and Operations Staff will be reviewing the work on the Commission's behalf to assure seamless coordination of activities including between Johnson Controls and the Commission's BAS contractor.

The Johnson Controls cost proposal dated January 5th, 2023, for the work is \$218,754.46, however Staff is requesting approval to allocate up to the budgeted amount of \$250,000.00 as contingency related to potential supply chain issues and unforeseen circumstance.

The Chiller Replacements are included in the FY-22/23 Management Budget as well as the 5-Year Capital Improvement Plan.

Recommended Motion:

To adopt Resolution R-4-23

DuPAGE WATER COMMISSION

RESOLUTION NO. R-4-23

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH JOHNSON CONTROLS THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT #R200402

WHEREAS, The DuPage Water Commission's existing Administration Building Chiller System has been in operation since 2000 and has outlived its useful life; and

WHEREAS, The DuPage Water Commission Staff has investigated and assessed various means to replace the Chiller System; and

WHEREAS, The DuPage Water Commission Staff is recommending the purchase and installation of the Johnson Controls 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 Johnson Controls proposed solution for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R 200402 with Johnson Controls, for a cost Not-To-Exceed of \$250,000.00.

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 Johnson Controls solution as proposed on January 5, 2023, for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R 170602 with Johnson Controls, for a cost Not-To-Exceed of \$250,000.00, without further act.

RESOLUTION NO. R-4-23

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2023.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

TO: Chris Bostick
Manager of Water Operations
DuPage Water Commission
600 E Butterfield Rd
Elmhurst, Illinois 60126

DATE: January 5th, 2023
PROJECT: York Chiller Replacement
– Stock Option
Omnia Partners Contract No.
R2004002

Dear Chris,

The following is a proposal for the turnkey replacement of the existing York YCAL Chiller with a newer style York YCAL. The next available stock YCAL chiller is currently showing as 2/7/23; note that this cannot be reserved until a purchase order has been received by JCI.

York YCAL Chiller Replacement:

The scope of work to include the following:

- LOTO of chillers and pumps
- Provide crane for demo and re installation of 2 roof mounted chiller
- Demo of old piping connections at chillers
- Demo of old electrical connections at chillers
- Demo of old chilled water pumps
- Demo of piping connections at pumps
- Demo of electrical connection at pumps
- Furnish and install 2 new chillers and 2 chilled water pumps
- Furnish and install necessary piping revisions
- Furnish and install necessary electrical revisions
- Furnish and install necessary of piping insulation
- Pre and post read on pumps
- Start up on new 2 chillers and 2 pumps

Exclusions:

- Testing and removal of any asbestos, or lead paint
- Permits and fees
- Premium time
- Painting, roof cutting or patching
- Escalation
- Structural steel, dumpsters
- Security, fire, or controls systems
- Temporary heat or cooling
- Damage to pavement from crane
- Expedited shipping fees
- MBE or WBE participation
- Liquidated damages
- Customer downtime
- Code updates for existing systems

Clarifications:

- The stock chiller option is unable to be provided with the power factor correction capacitors that are available on the made-to-order. Field modifications to add this option void the manufacturer warranty.

Total Cost of the Above Scope of Work:

Two Hundred Eighteen Thousand Seven Hundred Fifty-Four Dollars and 46/100.....**\$ 218,754.46**

Sincerely,

Gabriele Manley

Gabriele Manley
Sales Engineer
(630) 319-9870
Johnson Controls
gabriele.manley@jci.com

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor

warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall

supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer**

specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. Company as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Resolution #: R-5-23

Account: 01-60-685600-NTE \$100,000

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/12/2023

Description: A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Residual Chlorine Analyzers from a Sole Source Manufacturer

Agenda Section: Engineering & Construction

Originating Department: Operations

Since start-up, the Commission has employed Residual Chlorine Analyzers manufactured by the Hach Chemical Company. The Commission has purchased, installed, and maintained Hach Model Cl17 in several remote locations to monitor chlorine residuals throughout the distribution system and Staff desires to purchase additional Hach Cl17 units to improve water quality surveillance.

Maintaining adequate chlorine residuals throughout the Commission's distribution system is mandated by the Illinois Environmental Protection Agency, and the addition of selected surveillance points will enhance the ability to comply with the regulations and ensure the continued supply of safe drinking water throughout the system. In addition, the installation of more surveillance points will provide critical data for determining the age of the water throughout the distribution system and improved calibration and utilization of the Commission's Hydraulic Model.

Staff recommends to purchase and install additional six (6) Hach Cl17's in Fiscal Year 22/23, including all appurtenances, reagents and warranties at a cost of \$45,249.84. Approval of this Resolution would also approve the purchase of 6 additional Hach CL17's in Fiscal Year 23/24, which the proposed FY-23/24 Management Budget will be brought forth for consideration at the February 16, 2023 Commission Meeting. Therefore, staff recommends approval of this items in the amount of \$100K to accommodate any price changes that may occur within the next year, pending budget approval.

Recommended Motion:

To Suspend Commission Purchasing Procedures and Authorize the General Manager to Purchase Hach CL17 Residual Chlorine Analyzers and Appurtenances from the Sole Source Manufacturer Hach Chemical Company in Fiscal Year 22/23 and FY 23/24 in an amount not to exceed \$100,000.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-5-23

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE RESIDUAL CHLORINE ANALYZERS FROM A
SOLE SOURCE MANUFACTURER

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

WHEREAS, the Commission desires to purchase Hach Cl17 Residual Chlorine Analyzers and appurtenances from the Hach Chemical Company; and

WHEREAS, for ease of maintenance, the commonality of parts and reagents, Staff wishes to directly purchase and install several Hach Residual Chlorine Analyzers and appurtenances over the current and subsequent Fiscal Years; and

WHEREAS, the Hach Chemical Company has supplied Residual Chlorine Analyzers since the original start-up of the Commission water system ;

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

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

SECTION TWO: The General Manager is hereby authorized to purchase Hach CL17 Residual Chlorine Analyzers and Appurtenances from the Sole Source Manufacturer Hach Chemical Company in Fiscal Year 22/23 and FY 23/24 in an amount not to exceed \$100,000.

RESOLUTION NO. R-5-23

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
VanVooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2023.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk



Be Right™

Quotation

Quote Number: 100852969v1

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

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

Quote Date: 01-Dec-2022

Quote Expiration: 30-Jan-2023

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

Name: Jason Unger
Phone: 630-834-0100
Email: unger@dpwc.org

Customer Account Number : 157532

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

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	8572400	CL17sc Colorimetric Chlorine Analyzer with Pressure Regulator Installation Kit, w/o Reagents. Standard lead time 5 days.	6	3,245.00	19,470.00
2	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord. Standard lead time 10 days.	6	3,056.00	18,336.00
3	WRTUPGCL17SC	WarrantyPlus Service Partnership provides full coverage, including parts, labor, and travel for instrument startup, one preventative maintenance visit, and on-site repairs with priority status.	6	807.00	4,842.00
4	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	6	274.00	1,644.00
5	2556900	Free Chlorine Reagent Set for chlorine analyzer CL17/CL17sc. Standard lead time 5 days.	18	75.00	1,350.00
		Shipping on orders over 10K is 2.5% of total, PPA			
				Grand Total	\$ 45,642.00

TERMS OF SALE

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

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

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

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

ORDER TERMS:

Terms are Subject to Credit Review

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

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

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

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

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

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

Standard lead time is 30 days.

This Quote is good for a one time purchase

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

Sales Contact:

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



HACH COMPANY

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

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

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

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

Remittance
 2207 Collections Center Drive
 Chicago, IL 60693

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

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

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

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

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

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

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

SALES TAX

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

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

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

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

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

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

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

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

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

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

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

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

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